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Trailblazer Pipeline Company LLC
6th Revised Volume No. 1
Tariff

FERC GAS TARIFF

SIXTH REVISED VOLUME NO. 1
(Supersedes Fifth Revised Volume No. 1)

of

TRAILBLAZER PIPELINE COMPANY LLC

Filed with the
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning this Tariff
Should be Addressed to:

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PRELIMINARY STATEMENT

Trailblazer Pipeline Company LLC (Trailblazer, or Transporter) is a limited liability company organized and existing under the laws of the State of Delaware.

Trailblazer is a natural gas company engaged in the business of transporting natural gas in the states of Colorado, Wyoming and Nebraska.

System Map

Trailblazer's currently effective system map can be found on the interactive website at:

http://pipeline.tallgrassenergylp.com/Pages/SystemMaps.aspx?pipeline=403

Currently Effective Rates

CURRENTLY EFFECTIVE RATES
Rate Schedules FTS and FTB Existing System 1/

Primary Path	Nominated Flow Path	Type of Charge	Reservation Charge Maximum	Reservation Charge Minimum	Commodity Charge Maximum	Commodity Charge Minimum
West – East (Forward Haul)	Forward Haul	Base Rate	$ 1.8554	$ 0.0000	$ 0.0001	$ 0.0001
		Embedded Fuel	$ 0.1482	$ 0.0000	$ 0.0049	$ 0.0049
		Total	**$ 2.0036** 4/	$ 0.0000	**$ 0.0050** 5/ 6/	**$ 0.0050** 5/ 6/
West - East (Forward Haul)	Backhaul	Base Rate	$ 2.0036	$ 0.0000	$ 0.0001	$ 0.0001
East – West (Backhaul) 6/ 7/	Forward Haul	Base Rate	$ 1.8554	$ 0.0000	$ 0.0001	$ 0.0001
		Embedded Fuel	$ 0.0000	$ 0.0000	$ 0.0000	$ 0.0000
		Total	**$ 1.8554**	**$ 0.0000**	**$ 0.0001**	**$ 0.0001**
East – West (Backhaul)	Backhaul	Base Rate	$ 1.8554	$ 0.0000	$ 0.0001	$ 0.0001
Enhanced Hour Delivery Charge			2/		$ 0.0001	$ 0.0001

Authorized Overrun Service

The rate for Overrun Transportation Service for Rate Schedules FTS and FTB shall be that contained in Rate Schedule ITS.

ACA Charge

Unit charge pursuant to Section 32 of the General Terms and Conditions 3/ 3/

1/ Reservation Rates are $/Dth of MDQ/Month; Commodity Rates are $/Dth.

2/ The maximum rate applied to Shipper's nominated, scheduled and confirmed quantities exceeding the contract MHQ for such hours in the Day shall equal: [Rate Schedule FTS or FTB Reservation Charge x 12/365 x scheduled hourly quantity/(MDQ/24)].

3/ Per Section 32 of the General Terms and Conditions of this Tariff, Transporter incorporates by reference the ACA unit charge, as published on the FERC's website located at http://www.ferc.gov, as the rate to be charged hereunder.

4/ Rate applicable to all Primary Point pairs except the maximum reservation rate applicable to a forward haul Primary Path with Primary Delivery at East Cheyenne Gas Storage (Location 45401) shall be the Base Rate component of the Reservation fee only.

5/ Rate applicable to nominated forward haul quantities except forward haul commodity quantities delivered to East Cheyenne Gas Storage (Location 45401) shall be assessed the Commodity Base Rate only, and a Surcharge Fuel percentage of 0.25%, plus a L&U Reimbursement Percentage, shall apply.

6/ Existing System rates are not applicable to FTS and FTB contracts with a Primary Backhaul path executed after January 31, 2014. For contracts executed after January 31, 2014, Expansion System rates will apply.

7/ Expansion System Fuel Reimbursement Percentage, L&U Reimbursement Percentage, and PCT Reimbursement Charge is applicable.

CURRENTLY EFFECTIVE RATES
Rate Schedules FTS and FTB Expansion System 1/

			Reservation Charge		Commodity Charge	
Primary Path	**Nominated Flow Path**	**Type of Charge**	**Maximum**	**Minimum**	**Maximum**	**Minimum**
West – East (Forward Haul)	Forward Haul	Base Rate	$ 2.1353	$ 0.0000	$ 0.0001	$ 0.0001
		Embedded Fuel	$ 0.0000	$ 0.0000	$ 0.0000	$ 0.0000
		Total	**$ 2.1353**	**$ 0.0000**	**$ 0.0001**	**$ 0.0001**
West - East (Forward Haul)	Backhaul	Base Rate	$ 2.1353	$ 0.0000	$ 0.0001	$ 0.0001
East – West (Backhaul)	Forward Haul	Base Rate	$ 2.1353	$ 0.0000	$ 0.0001	$ 0.0001
		Embedded Fuel	$ 0.0000	$ 0.0000	$ 0.0000	$ 0.0000
		Total	**$ 2.1353**	**$ 0.0000**	**$ 0.0001**	**$ 0.0001**
East – West (Backhaul)	Backhaul	Base Rate	$ 2.1353	$ 0.0000	$ 0.0001	$ 0.0001
Enhanced Hour Delivery Charge			2/		$ 0.0001	$ 0.0001

Authorized Overrun Service

The rate for Overrun Transportation Service for Rate Schedules FTS and FTB shall be that contained in Rate Schedule ITS.

ACA Charge

Unit charge pursuant to Section 32 of the General Terms and Conditions 3/ 3/

1/ Reservation Rates are $/Dth of MDQ/Month and Commodity Rates are $/Dth.

2/ The maximum rate applied to Shipper's nominated, scheduled and confirmed quantities exceeding the contract MHQ for such hours in the Day shall equal: [Rate Schedule FTS or FTB Reservation Charge x 12/365 x scheduled hourly quantity/(MDQ/24)].

3/ Per Section 32 of the General Terms and Conditions of this Tariff, Transporter incorporates by reference the ACA unit charge, as published on the FERC's website located at http://www.ferc.gov, as the rate to be charged hereunder.

CURRENTLY EFFECTIVE RATES
Rate Schedules ITS and Authorized Overrun Service

			Commodity Charge 2/	
Primary Path	**Nominated Flow Path**	**Type of Charge**	**Maximum**	**Minimum**
West – East (Forward Haul)	Forward Haul	Base Rate	$ 0.0703	$ 0.0001
		Embedded Fuel	$ 0.0000	$ 0.0000
		Total	**$ 0.0703**	**$ 0.0001**
West - East (Forward Haul)	Backhaul	Base Rate	$ 0.0703	$ 0.0001
East – West (Backhaul)	Forward Haul	Base Rate	$ 0.0703	$ 0.0001
		Embedded Fuel	$ 0.0000	$ 0.0000
		Total	**$ 0.0703**	**$ 0.0001**
East – West (Backhaul)	Backhaul	Base Rate	$ 0.0703	$ 0.0001

ACA Charge
Unit charge pursuant to Section 32 of the General Terms and Conditions 1/ 1/

1/ Per Section 32 of the General Terms and Conditions of this Tariff, Transporter incorporates by reference the ACA unit charge, as published on the FERC's website located at http://www.ferc.gov, as the rate to be charged hereunder.

2/ Rates are $/Dth.

Park and Loan Service (PALS) 1/ 2/

	Initial Rate per Dth		Park/Loan Balance Rate per Dth		Completion Rate per Dth	
Rate Schedule	**Max**	**Min**	**Max**	**Min**	**Max**	**Min**
PALS	$ 0.0703	$0.0000	$ 0.0352	$0.0000	$ 0.0703	$0.0000
Authorized Overrun Service Charge	$ 0.0703	$0.0000	$ 0.0703	$0.0000	$ 0.0703	$0.0000

Notes: The Authorized Overrun Service Charge shall be applied pursuant to Section 6.2 of the PALS Rate Schedule, plus any other applicable charges specified in Rate Schedule PALS.

The applicable Unauthorized Overrun Service Charge can be found in Section 6.2 of the Rate Schedule Park and Loan Service.

1/ Commodity and Overrun Service Charges are $/Dth.

2/ PALS rates are derived from Interruptible Transportation Service rates reflected in the applicable rate Section of this Tariff.

CURRENTLY EFFECTIVE RATES
Expansion System FTS, FTB, ITS and AOR Quantities
Fuel and Lost and Unaccounted For Reimbursement Percentages
(L&U applicable to Expansion and Existing Shippers)

Fuel Retention:	**Expansion**
Expansion System Fuel Reimbursement Percentage ("EFAP")	1.06%
Under and Over Recovered Fuel ("UFRA")	0.18%
Fuel Reimbursement Percentage **1/ 2/ 3/ 4/ 6/**	1.24% **5/**

Lost and Unaccounted For ("L&U") Retention:	**Expansion**	**Existing**
Current Projected Lost and Unaccounted For	0.00%	0.00%
Under and Over-Recovered- Lost and Unaccounted For Gas ("UL&U")	(0.21%)	0.00%
L&U Reimbursement Percentage **6/**	0.00% **5/**	0.00%

1/ The Fuel Reimbursement Percentages shall be applied to and retained from quantities received into Transporter's System. This percentage is subject to adjustment in accordance with Section 38 of the General Terms and Conditions of this Tariff.

2/ Discounts or exemptions to the applicable Fuel Reimbursement Percentage may only be afforded under FERC policy, as it may exist from time-to-time. Transporter shall bear the risk of any under-recovery of Fuel, consistent with the provisions of Section 35 (Negotiated Rates) of the General Terms and Conditions of this Tariff.

3/ Backhauls will not be assessed the Fuel Reimbursement Percentage, but shall be charged Expansion L&U.

4/ The Total Fuel applicable for all transportation forward haul quantities, except forward haul commodity quantities delivered to East Cheyenne Gas Storage (Location 45401) for which a 0.25% Surcharge Fuel percentage rate, plus L&U Reimbursement Percentage, shall apply.

5/ Because the L&U Reimbursement Percentage would otherwise be negative, the L&U Reimbursement Percentage is reflected as 0.00%. However, summing the Fuel Reimbursement Percentage of 1.24% and the negative L&U Reimbursement Percentage of (0.21%), results in a Total FL&U Reimbursement Percentage of 1.03%.

6/ No Fuel or L&U Reimbursement Percentage will be assessed for services provided entirely within the Cheyenne Hub.

Rate Schedule WS

Wheeling Service 1/

Wheeling Service Rate	Maximum Commodity	Minimum Commodity	Lost and Unaccounted-for Reimbursement % 2/, 3/, 5/
Wheeling	$ 0.0703	$ 0.0001	0.00%

Authorized Overrun Service Charge (WS)
The Authorized Overrun Service Charge for all Shippers shall be the applicable WS-Wheeling maximum commodity rate per Dth of Gas applicable to all Gas delivered over the Shipper's MDQ.

ACA Charge
Unit charge pursuant to Section 32 of the General Terms and Conditions 4/

1/ Commodity Rates are $/Dth.

2/ This percentage is subject to adjustment in accordance with Section 38 of the General Terms and Conditions of this Tariff.

3/ Discounts or exemptions to the applicable L&U percentages may only be afforded under FERC policy, as it may exist from time-to-time.

4/ Per Section 32 of the General Terms and Conditions of this Tariff, Transporter incorporates by reference the ACA unit charge, as published on the FERC's website located at http://www.ferc.gov, as the rate to be charged hereunder.

5/ No L&U Reimbursement Percentage will be assessed for services provided entirely within the Cheyenne Hub.

CURRENTLY EFFECTIVE RATES
Expansion System FTS, FTB, ITS and AOR Quantities
Power Cost Tracker (PCT) Reimbursement Charges
1/ 2/

PCT Reimbursement Charges:	**Expansion**
Expansion System PCT Reimbursement Charge	$0.0672
Unrecovered PCT Reimbursement Adjustment ("UPRA")	($0.0109)
Total PCT Reimbursement Charge 3/ 4/ 5/	$0.0563

1/ The PCT Reimbursement Charges, subject to adjustment, shall be applied to quantities delivered on Transporter's System. This charge is subject to adjustment in accordance with Section 40 of the General Terms and Conditions of this Tariff.

2/ Discounts or exemptions to the applicable PCT Reimbursement Charge may only be afforded under FERC policy, as it may exist from time-to-time. Transporter shall bear the risk of any under-recovery of Electric Power Cost, consistent with the provisions of Section 35 (Negotiated Rates) of the General Terms and Conditions of this Tariff.

3/ Backhauls will not be assessed the PCT Reimbursement Charge, but shall be charged Expansion L&U.

4/ No PCT Reimbursement Charge is to be assessed for transportation forward haul quantities delivered to East Cheyenne Gas Storage (Location 45401).

5/ No PCT Reimbursement Charge will be assessed for services provided entirely within the Cheyenne Hub.

STATEMENT OF NEGOTIATED RATE TRANSACTIONS PURSUANT TO GTC SECTION 35

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
Tenaska Marketing Ventures	FTS K# 935680	December 1, 2019 through March 31, 2027	12,869	5/	5/	5/	5/
Concord Energy LLC	FTS 947595	November 1, 2019 through December 31, 2026	82,780	5/	5/	5/	5/
United Energy Trading, LLC	FTS 948679	November 1, 2019 through February 28, 2029	1,102	4/	4/	4/	4/
United Energy Trading, LLC	FTS 928389	November 1, 2019 through December 31, 2027	2,573	5/	5/	5/	5/
United Energy Trading, LLC	FTS 948164	November 1, 2019 through December 31, 2027	5,951	5/	5/	5/	5/
Tallgrass Interstate Gas Transmission, LLC	FTS 901362	October 1, 2019 through December 31, 2037	5,000	18/	18/	18/	18/
Twin Eagle Resource Management, LLC	FTS 948646	November 1, 2019 through March 31, 2027	10,000	5/	5/	5/	5/

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
Macquarie Energy LLC	FTS 947961	October 1, 2019 through December 31, 2027	21,200	18/	18/	18/	18/
Anadarko Energy Services Company	FTS 934288	November 1, 2019 through March 31, 2027	47,396	5/	5/	5/	5/
Morgan Stanley Capital Group Inc.	FTS 949230	October 1, 2019 through December 31, 2027	5,600	18/	18/	18/	18/
Morgan Stanley Capital Group Inc.	FTS 949234	October 1, 2019 through December 31, 2027	4,320	18/	18/	18/	18/
Morgan Stanley Capital Group Inc.	FTS 949232	October 1, 2019 through December 31, 2027	21,200	18/	18/	18/	18/
Macquarie Energy LLC	FTS 950125	November 1, 2021 through March 31, 2026	30,000	14/	14/	14/	14/
Citadel Energy Marketing LLC	FTS 950127	April 1, 2018 through October 31, 2022	25,000	12/	12/	12/	12/
CIMA ENERGY, LP	FTS 949746	November 1, 2019 through March 31, 2028	5,000	5/	5/	5/	5/

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
Green Plains Trade Group, LLC	FTS 950228	April 1, 2018 through March 31, 2023	15,000	15/	15/	15/	15/
Morgan Stanley Capital Group Inc.	FTS 950445	November 1, 2018 through October 31, 2022	5,250	13/	13/	13/	13/
Koch Energy Services, LLC	FTS 950446	November 1, 2018 through October 31, 2022	5,250	13/	13/	13/	13/
BP Energy Company	FTS 950447	November 1, 2018 through October 31, 2022	5,250	13/	13/	13/	13/
Green Plains Trade Group, LLC	FTS 950448	November 1, 2018 through October 31, 2022	5,250	13/	13/	13/	13/
Mieco, Inc.	FTS 950583	January 1, 2019 through May 31, 2023	10,000	16/	16/	16/	16/
Green Plains Trade Group, LLC	FTS 950584	January 1, 2019 through May 31, 2023	11,094	16/	16/	16/	16/
Morgan Stanley Capital Group Inc.	FTS 950585	January 1, 2019 through May 31, 2023	16,656	16/	16/	16/	16/

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
Citadel Energy Marketing LLC	FTS 950589	January 1, 2019 through May 31, 2023	20,000	16/	16/	16/	16/
Koch Energy Services, LLC	FTS 950560	April 1, 2019 through March 31, 2024	9,111	17/	17/	17/	17/
Morgan Stanley Capital Group Inc.	FTS 950561	April 1, 2019 through March 31, 2024	22,778	17/	17/	17/	17/
CIMA ENERGY, LP	FTS 950562	April 1, 2019 through March 31, 2024	9,111	17/	17/	17/	17/
Northwestern Corp. D/B/A Northwestern Energy	FTS 950547	April 1, 2019 through March 31, 2029	13,000	17/	17/	17/	17/
Morgan Stanley Capital Group Inc.	FTS 950586	November 1, 2019 through June 30, 2024	50,000 20/	19/	19/	19/	19/
Mieco, Inc.	FTS 950587	November 1, 2019 through June 30, 2024	1,726 20/	19/	19/	19/	19/
Citadel Energy Marketing LLC	FTS 950588	November 1, 2019 through June 30, 2024	15,024 20/	19/	19/	19/	19/
Centerpoint Energy Resources Corp.	FTS 951997	November 1, 2019 through March 31, 2022	100,000 21/	19/	19/	19/	19/

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
East Cheyenne Gas Storage, LLC	FTS 952944	November 1, 2019 through October 31, 2023	55,000	19/	19/	19/	19/
Tenaska Marketing Ventures	FTS 952995	November 1, 2019 through October 31, 2023	11-1-2019 to 10-31-2022 **10,000** 11-1-2022 to 10-31-2023 **6,667**	19/	19/	19/	19/
Mieco, Inc.	FTS 952996	November 1, 2019 through October 31, 2023	11-1-2019 to 10-31-2022 **10,000** 11-1-2022 to 10-31-2023 **6,667**	19/	19/	19/	19/
Chevron U.S.A. Inc.	FTS 912541	October 1, 2019 through July 31, 2029	20,000	18/	18/	18/	18/
PRG. LC	FTS 932549	October 1, 2019 through December 31, 2026	368	18/	18/	18/	18/
Shell Energy North America (US), L.P.	FTS 933225	October 1, 2019 through December 31, 2026	75,000	18/	18/	18/	18/
Macquarie Energy LLC	FTS 948519	October 1, 2019 through October 31, 2028	734	18/	18/	18/	18/

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
Tenaska Marketing Ventures	FTS 949617	October 1, 2019 through March 31, 2028	39,967	18/	18/	18/	18/
City Of Hastings, Hastings Utilities	FTS 907621	November 1, 2019 through December 31, 2027	14,840	5/	5/	5/	5/
United States Gypsum Company	FTS 911097	November 1, 2019 through March 31, 2029	1,466	5/	5/	5/	5/
ConocoPhillips Company	FTS 930470	November 1, 2019 through October 31, 2028	5,000	5/	5/	5/	5/
CIMA Energy, LP	FTS 930966	November 1, 2019 through December 31, 2027	1,103	5/	5/	5/	5/
Devlar Energy Marketing, L.L.C.	FTS 931914	November 1, 2019 through October 2, 2055	2,942	5/	5/	5/	5/
Summit Energy LLC	FTS 937518	November 1, 2019 through March 31, 2135	367	5/	5/	5/	5/
Mieco, Inc.	FTS 946747	December 1, 2019 through December 31, 2027	44,867	5/	5/	5/	5/

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
Concord Energy LLC	FTS 947590	November 1, 2019 through August 31, 2029	50,880	5/	5/	5/	5/
East Cheyenne Gas Storage, LLC	FTS 947649	November 1, 2019 through March 31,2029	4,540	5/	5/	5/	5/
Mid America Agri Products/ Wheatland, LLC	FTS 949143	November 1, 2019 through December 31, 2026	3,500	5/	5/	5/	5/
Koch Energy Services, LLC	FTS 949144	November 1, 2019 through December 31, 2026	9,336	5/	5/	5/	5/
WoodRiver Energy LLC	FTS 950411	November 1, 2019 through August 31, 2028	736	5/	5/	5/	5/
East Cheyenne Gas Storage, LLC	FTS 954086	June 20, 2020 through October 31, 2023	6-20-2020 to 10-31-2022 **10,000** 11-1-2022 to 10-31-2023 **6,667**	9/	9/	9/	9/
Tenaska Marketing Ventures	FTS 954835	January 1, 2021 through March 31, 2027	11,000	10/	10/	10/	10/
NE Nitro Geneva LLC	FTS 955549	June 1, 2021 through October 31, 2033	3,500	2/	2/	2/	2/

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
NE Nitro Geneva LLC	FTSX 955550	June 1, 2021 through June 30, 2032	4,000	2/	2/	2/	2/
K2 Commodities, LLC	FTSX 956112	November 1, 2021 through March 31, 2023	50,000	6/	6/	6/	6/
Mieco, Inc.	FTSX 956113	November 1, 2021 through March 31, 2023	75,000	6/	6/	6/	6/
Tenaska Marketing Ventures	FTSX 956118	November 1, 2021 through March 31, 2023	75,000	6/	6/	6/	6/
Fundare Resources Operating Company, LLC	FTS 956183	November 1, 2021 through February 29, 2024	40,000	1/	1/	1/	1/
ConocoPhillips Company	FTSX 956255	November 17, 2021 through March 31, 2023	50,000	3/	3/	3/	3/

1/ This information is set out in the executed negotiated rate agreement filed with the FERC on November 1, 2021 at Docket No. RP22-174.

2/ This information is set out in the executed negotiated rate agreement filed with the FERC on June 2, 2021 at Docket No. RP21-890.

3/ This information is set out in the executed negotiated rate agreement filed with the FERC on November 16, 2021 at Docket No. RP22-___.

4/ This information is set out in the executed negotiated rate agreement filed with the FERC on April 26, 2017 at Docket No. RP17-680.

5/ This information is set out in the executed negotiated agreement filed with the FERC on December 9, 2019 at Docket No. RP20-320.

6/ This information is set out in the executed negotiated rate agreement filed with FERC on October 29, 2021 at Docket No. RP22-148.

7/ Reserved for future use.

8/ Reserved for future use.

9/ This information is set out in the executed negotiated agreement filed with the FERC on June 19, 2020 at Docket No. RP20-961.

10/ This information is set out in the executed negotiated rate agreement filed with the FERC on December 31, 2020 at Docket No. RP21-355.

11/ Reserved for future use.

12/ This information is set out in the executed negotiated agreement filed with the FERC on May 9, 2018 at Docket No. RP18-809.

13/ This information is set out in the executed negotiated agreement filed with the FERC on October 31, 2018 at Docket No. RP19-174.

14/ This information is set out in the executed negotiated agreement filed with the FERC on March 20, 2018 at Docket No. RP18-572 and further amended on October 29, 2021 in Docket No. RP22-148.

15/ This information is set out in the executed negotiated agreement filed with the FERC on March 30, 2018 at Docket No. RP18-658.

16/ This information is set out in the executed negotiated agreement filed with the FERC on December 31, 2018 at Docket No. RP19-526.

17/ This information is set out in the executed negotiated agreement filed with the FERC on March 29, 2019 at Docket No. RP19-1000.

18/ This information is set out in the executed negotiated agreement filed with the FERC on November 7, 2019 at Docket No. RP20-216.

19/ This information is set out in the executed negotiated agreement filed with the FERC on October 30, 2019 at Docket No. RP20-132.

20/ As stated in the executed negotiated agreement filed with the FERC on October 30, 2019 at Docket No. RP20-132, the Eligible Firm Transportation Quantity shown is for the period of

November 1 through June 30 for each year during the term of the contract. For the period of July 1 through October 31, the Eligible Firm Transportation Quantity is zero.

21/ As stated in the executed negotiated agreement filed with the FERC on October 30, 2019 at Docket No. RP20-132, the Eligible Firm Transportation Quantity shown is for the period of November 1 through March 31 for each year during the term of the contract. For the period of April 1 through October 31, the Eligible Firm Transportation Quantity is zero.

22/ Reserved for future use.

Non-Conforming Agreements

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

Colorado Springs Utilities, Rate Schedule Wheeling Service Agreement, filed with the Commission December 18, 2018 (Contract No. 951249).

Rate Schedules

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule FTS is available to any entity (hereinafter called Shipper) which: (a) submits to Trailblazer Pipeline Company LLC (hereinafter called "Transporter") a valid request as defined in Section 3 hereof which Transporter has firm Capacity available on all affected portions of its System and the firm operational capability to satisfy; and (b) executes a Firm Transportation Service Agreement (FTS Agreement) with Transporter applicable to service under this Rate Schedule FTS. The form of FTS Agreement is contained in this Tariff. There is no limitation on the number of FTS Agreements any one Shipper may have.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 The transportation service provided under this Rate Schedule FTS shall be performed under Part 284 of the Commission's Regulations. This Rate Schedule FTS shall apply to all gas transported by Transporter for Shipper pursuant to an FTS Agreement.

2.2 Service hereunder shall be provided on a firm basis. However, service may be interrupted for any of the reasons set out in this Tariff. Transporter shall have the right to waive any one or more specific defaults by any Shipper if such default will not affect the integrity of Transporter's System or the quality of service and on a basis which is not unduly discriminatory, provided that such waiver is not inconsistent with any applicable Commission Regulations or orders, and provided also that any waiver given to a Shipper by Transporter shall be made available to all Shippers during the time period when it is in effect. No such waiver shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character.

2.3 Service hereunder shall consist of the acceptance by Transporter of natural gas tendered by Shipper for transportation at Receipt Points specified in or applicable to the FTS Agreement, the transportation of that natural gas through Transporter's pipeline System, and the delivery of that natural gas by Transporter to Shipper or for Shipper's account at the Delivery Points specified in or applicable to the FTS Agreement. Transporter shall not be required to accept any gas tendered in excess of the Maximum Daily Quantity (MDQ) specified in the FTS Agreement for each Receipt Point or Delivery Point or for the aggregate of all Primary Receipt Points or Delivery Points. Service hereunder shall not encompass gathering services, transportation through the facilities of any third party, processing, or transportation to processing facilities unless the FTS Agreement so specifies.

2.4 Shipper shall only tender gas for transportation under this Rate Schedule to the extent such service would qualify under the applicable statutes, regulations and Commission orders. For transportation to be provided under Subpart B of Part 284 of

the Commission's Regulations, Shipper shall provide to Transporter certification including sufficient information in order for Transporter to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where required by the Commission's Regulations, Shipper shall cause the intrastate pipeline or local distribution company on whose behalf the service will be provided to submit the necessary certification prior to tendering gas for transportation.

2.5 Allocation of Capacity, curtailment and priorities of service for the purposes of scheduling and curtailment are all governed by the General Terms and Conditions of this Tariff.

2.6 Shipper may release Capacity dedicated to service hereunder pursuant to Transporter's Capacity Release Program to the extent permitted by, and subject to the terms and conditions contained in, the General Terms and Conditions of this Tariff.

3. VALID REQUESTS

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

(a) A request shall not be valid and Transporter shall not be required to grant any such request: (1) for which adequate Capacity is not available on any portion of Transporter's System necessary to provide such service; (2) as to which Transporter does not have the operational capability to effect receipt, transportation and/or delivery on a firm basis consistent with the terms and conditions of this Rate Schedule FTS; (3) which would require the construction, modification, expansion, or acquisition of any facilities; provided, however, that Transporter may agree in its reasonable discretion to construct, modify, expand, or acquire facilities to enable it to perform such services; (4) unless and until Shipper has provided Transporter with the information required in Section 3.2 hereof; (5) if Transporter determines, based on the credit analysis referenced in Section 3.2(f), that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis; (6) if the service requested would not comply with this Rate Schedule FTS; or (7) if the service requested is at less than the applicable maximum rate; provided, however, that Transporter may agree to provide service hereunder at a discount consistent with this Rate Schedule FTS. Nothing herein is intended to govern the curtailment of service once a request for service has been granted pursuant to this Section and while an FTS Agreement is in effect. Such curtailment is governed by the General Terms and Conditions of this Tariff.

(b) Capacity awards shall be made as provided in Section 3 of the General Terms and Conditions of this Tariff. 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 FTS. Any request shall be null and void unless it is substantially complete and complies with this Rate Schedule FTS. In the event a request is substantially but not entirely complete, Transporter shall inform Shipper in writing of the specific items needed to complete the FTS Agreement, consistent with this Section 3 and with Section 3 of the General Terms and Conditions of this Tariff.

(c) Transporter shall tender an FTS Agreement to Shipper for execution when Shipper's request for service is accepted. Unless waived by Transporter, a request for service shall be invalid if Shipper fails to execute an FTS Agreement hereunder within ten (10) days after an FTS Agreement has been tendered by Transporter for execution.

3.2 Requests for service hereunder shall be deemed valid only after the information specified in this Section is provided by Shipper to Transporter via Transporter's Interactive Website, an Intercontinental Exchange electronic message, or in writing to:

Trailblazer Pipeline Company LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
E-mail: TEP@tallgrassenergylp.com

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

(a) GAS QUANTITIES

The request shall specify in Dth the aggregate MDQ and the MDQ for each primary point, exclusive of applicable Fuel Reimbursement quantities pursuant to Section 38 of the General Terms and Conditions of this Tariff; provided, however, that Transporter shall not be obligated to accept requests for an aggregate MDQ of less than one hundred (100) Dth per day.

(b) RECEIPT POINT(S)

The request shall specify the primary point(s) at which Shipper desires Transporter to receive gas.

(c) DELIVERY POINT(S)

The request shall specify the primary point(s) at which Shipper desires Transporter to deliver gas.

(d) LIMITATION OF POINTS

(1) A Shipper may request any number of Primary Receipt and Primary Delivery Points so long as the summation of MDQs at all Primary Receipt Points and at all Primary Delivery Points equals the aggregate MDQ.

(2) The availability to Shipper of secondary Receipt and Delivery Points, and the related priorities and quantities, are governed by the General Terms and Conditions.

(e) TERM OF SERVICE

The request shall specify:

(1) The date service is requested to commence; and

(2) The date service is requested to terminate.

(f) CREDIT

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

(g) COMPLIANCE WITH FTS TARIFF

Submission of a request for service hereunder shall be deemed agreement by Shipper that it will abide by the terms and conditions of this Rate Schedule FTS, including the applicable General Terms and Conditions.

(h) COMMISSION-REQUIRED FILING INFORMATION

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

(1) Affiliation of the Shipper with Transporter; and

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

4. TERM

(a) The term of service hereunder shall be set forth in the FTS Agreement between Shipper and Transporter.

(b) The General Terms and Conditions of this Tariff shall govern the applicability of, and the terms and conditions relating to, rollovers and the right of first refusal vis a vis an FTS Agreement. Upon termination of any FTS Agreement, and subject to any such rollover or right of first refusal, service by Transporter to Shipper thereunder shall be terminated and automatically abandoned.

(c) Transporter may terminate any FTS Agreement if Transporter is required by the FERC or some other agency or court to provide firm service for others utilizing the System Capacity or capability required for service under such FTS Agreement or if Transporter ceases (after receipt of any requisite regulatory authorization) to offer service of the type covered by the FTS Agreement. Transporter's ability to terminate any FTS Agreement under this provision is intended to ensure that the contract term does not extend beyond the regulatory authority to provide the service and that the contract is consistent with the regulatory authority to provide the service.

5. RATE

5.1 (a) Shipper shall pay Transporter each Month under this Rate Schedule FTS a two-part rate consisting of: (a) a Reservation Charge, based on Shipper's MDQ, which consists of the Base Monthly Reservation Cost; and (b) a Commodity Charge for each Dth of gas delivered to Shipper or for Shipper's account.

(b) Where a Shipper has agreed to pay a Negotiated Rate or a rate under a Negotiated Rate Formula, the rates assessed hereunder shall be governed by Section 35 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate or a rate under a Negotiated Rate Formula shall specify the Negotiated Rate or Negotiated Rate Formula on which the Shipper is willing to agree.

5.2 Shipper shall reimburse Transporter for applicable Fuel, Lost and Unaccounted For quantities and Electric Power Costs required in transporting gas hereunder as

provided by Section 38 and 40 of the General Terms and Conditions of this Tariff and at the maximum rate stated on the currently effective applicable rate Section, unless otherwise negotiated pursuant to Section 35 of the General Terms and Conditions of this Tariff.

5.3 (a) Shipper shall reimburse Transporter within five (5) days after costs have been incurred by Transporter for all fees 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 between the parties either:

(1) Shipper shall reimburse Transporter for the cost of such facilities or facility modifications as described in the General Terms and Conditions of this Tariff; or

(2) Transporter shall assess a monthly charge reflecting such facility costs.

5.4 The ACA charge will be assessed, when applicable, as provided in the General Terms and Conditions of this Tariff, on quantities delivered to Shipper by Transporter under this Rate Schedule FTS.

5.5 (a) Transporter shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in: (1) the rates and charges applicable under this Rate Schedule FTS, including both the level and design of such rates and charges; or (2) the terms and conditions of this Rate Schedule FTS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure that its provisions are just and reasonable.

(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 FTS Agreement or a separate discount agreement, be increased to the highest such rate. Should additional documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within 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

transportation service hereunder, the rate shall be decreased to such reduced rate.

5.6 Transporter may from time to time and at any time, upon twenty-four (24) hours' verbal or written notice, subject to any provisions on discounting in the FTS Agreement or in a separate discount agreement, charge any individual Shipper for service under this Rate Schedule FTS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate may not be less than the applicable minimum rate for service under Rate Schedule FTS set forth in this Tariff. Transporter will confirm any verbal notice of the applicable charge in writing. Such notification shall specifically state the effective date of such rate change and the quantity of gas so affected. Unless otherwise agreed in the FTS Agreement or in a separate discount agreement, Transporter may at any time further change such rate (subject to any restrictions as to maximum or minimum rates set out in this Tariff, the FTS Agreement and/or any discount agreement) upon twenty-four (24) hours' verbal notice to Shipper, which notice shall be confirmed in writing. Such notification shall specifically state the effective date of such rate change and the quantity of gas so affected. Transporter shall file with the Commission any and all reports as required by the Commission's Regulations with respect to the institution or discontinuance of any discount.

5.7 All revenues collected by Transporter as a result of providing service under Rate Schedule FTS shall be retained by Transporter unless Transporter has otherwise explicitly agreed on a different disposition of such amounts.

6. NOMINATIONS, SCHEDULING CHARGES AND IMBALANCES

(a) Shipper shall provide Transporter with daily nominations of receipts and deliveries by Receipt and Delivery Point in accordance with the General Terms and Conditions of this Tariff. It shall be Shipper's responsibility to cause gas to be delivered to Transporter at Receipt Point(s), and to cause gas to be taken from Transporter at Delivery Point(s), in accordance with the information supplied to Trailblazer.

(b) It shall be Shipper's responsibility to keep receipts and deliveries in balance. Transporter may curtail service hereunder to the extent necessary to bring receipts and deliveries into balance. Any imbalance between actual receipts and actual deliveries shall be eliminated by cashout on a monthly basis in accordance with the General Terms and Conditions of this Tariff.

7. RECEIPT AND DELIVERY POINTS AND UPSTREAM AND DOWNSTREAM ARRANGEMENTS

(a) The Primary Receipt Points for gas tendered to Transporter for transportation hereunder and the Primary Delivery Points for gas delivered by Transporter to Shipper (or to a third party on behalf of Shipper) hereunder shall be

specified in the FTS Agreement. For each individual Primary Receipt and Delivery Point, and for the aggregate of all such points, Transporter's maximum obligation to accept and deliver gas on a firm basis shall be specified in Dth in the FTS Agreement. The sum of the MDQs for Primary Receipt Points and the sum of the MDQs for Primary Delivery Points shall not exceed the aggregate MDQ. Shipper may utilize any and all points as secondary Receipt or Delivery Points as specified in the General Terms and Conditions of this Tariff.

(b) Conditions of delivery at Receipt and Delivery Points are set out in the General Terms and Conditions of this Tariff.

(c) Shipper shall make all necessary arrangements with other parties: (1) at or upstream of the Receipt Point(s) where gas is tendered to Transporter hereunder; and (2) at or downstream of the Delivery Point(s) where Transporter delivers gas hereunder to or for the account of Shipper. Such arrangements must be consistent with this Rate Schedule FTS and must be coordinated with Transporter.

8. OVERRUN SERVICE

Upon request of Shipper, Transporter may (but is not obligated to) receive, transport, and deliver on any Day quantities of natural gas in excess of Shipper's MDQ under the FTS Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Transporter to meet its other obligations. In granting requests for overrun service, Transporter shall act in a manner consistent with the overrun service priorities set out in the General Terms and Conditions of this Tariff. Shipper shall pay Transporter the applicable rate for Authorized Overrun Service set forth in this Tariff. For any overrun hereunder which is not authorized (not nominated and confirmed), Shipper shall pay Transporter, in addition to the Authorized Overrun Charge, an Unauthorized Overrun Charge per Dth equal to the Unauthorized Overrun Rate multiplied by the amount of gas in Dth tendered to Transporter or deliveries to Shipper under an FTS Agreement which exceeds the MDQ under such FTS Agreement. The maximum Unauthorized Overrun Rate is $10/Dth, which may be discounted to any level between zero and such maximum rate. Any charges for an unauthorized excess of the Authorized Overrun Charge shall be waived by Transporter if the unauthorized overrun does not cause operational problems. If Transporter does not waive an Unauthorized Overrun Charge, it will provide a written explanation of the operational problem(s) caused by the overrun upon request from a Shipper subject to the Unauthorized Overrun Charge.

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 FTS and shall apply to service rendered hereunder as though stated herein.

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

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

2. APPLICABILITY, CHARACTER AND PRIORITY OF SERVICE

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

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

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

2.4 Service hereunder is provided on an interruptible basis. Curtailment and priorities of service for the purposes of scheduling and curtailment are governed by the General Terms and Conditions of this Tariff.

3. VALID REQUESTS

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

(a) A request shall not be valid and Transporter shall not be required to grant any such request: (1) which would require the construction, modification, expansion, or acquisition of any facilities; provided, however, that Transporter may agree in its reasonable discretion to construct, modify, expand, or acquire facilities to enable it to perform such services; (2) unless and until Shipper has provided Transporter with the information required in Section 3.2 hereof; (3) if Transporter determines, based on the credit analysis referenced in Section 3.2(d), that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis; (4) if the service requested would not comply with this Rate Schedule ITS; or (5) if the service requested is at less than the applicable maximum rate; provided, however, that Transporter may agree to provide service hereunder at a discount consistent with this Rate Schedule ITS. Nothing herein is intended to govern the curtailment of service once a request for service has been granted pursuant to this Section and while an ITS Agreement is in effect. Such curtailment is governed by the General Terms and Conditions of this Tariff.

(b) Transporter shall promptly notify Shipper if it cannot satisfy an otherwise valid request because such request is incomplete or does not comply with this Rate Schedule ITS. Any request shall be null and void unless it is substantially complete and complies with this Rate Schedule. In the event a request is substantially but not entirely complete, Transporter shall inform Shipper in writing of the specific items needed to complete the ITS Agreement, after which Shipper shall have fifteen (15) days to provide the specified information. In the event such information is not received within fifteen (15) days, Shipper's request shall be null and void.

(c) Transporter shall tender an ITS Agreement to Shipper for execution when Shipper's request for service is accepted. Unless waived by Transporter, a request for service shall be invalid if Shipper fails to execute an ITS Agreement hereunder within ten (10) days after an ITS Agreement has been tendered by Transporter for execution.

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

Trailblazer Pipeline Company LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: TEP@tallgrassenergylp.com

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

(a) GAS QUANTITIES

The request shall specify in Dth the aggregate MDQ, exclusive of applicable Fuel Reimbursement quantities pursuant to Section 38 of the General Terms and Conditions of this Tariff; provided, however, that Transporter shall not be obligated to accept requests for an aggregate MDQ of less than one hundred (100) Dth per day.

(b) AVAILABILITY OF POINTS

(1) A Shipper may utilize all available Receipt and Delivery Points on Transporter's System under any ITS Agreement, as more fully set out in the General Terms and Conditions of this Tariff.

(2) The available quantityand priorities at any point shall be governed by the General Terms and Conditions of this Tariff.

(c) TERM OF SERVICE

The request shall specify:

(1) The date service is requested to commence; and

(2) The date service is requested to terminate.

(d) CREDIT

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

(e) COMPLIANCE WITH ITS TARIFF

Submission of a request for service hereunder shall be deemed agreement by Shipper that it will abide by the terms and conditions of this Rate Schedule ITS, including the applicable General Terms and Conditions.

(f) COMMISSION-REQUIRED FILING INFORMATION

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

(1) Affiliation of the Shipper with Transporter; and

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

4. TERM

(a) The term of service hereunder shall be set forth in the ITS Agreement between Shipper and Transporter. Transporter may terminate the ITS Agreement if Shipper fails to cause gas to be delivered during any twelve (12) consecutive calendar Months when Capacity is available, unless Shipper's failure to deliver gas was attributable to circumstances of Force Majeure.

(b) The General Terms and Conditions of this Tariff shall govern the applicability of rollovers vis a vis an ITS Agreement. Upon termination of any ITS Agreement, and subject to such rollovers, service by Transporter to Shipper thereunder shall be terminated and automatically abandoned.

(c) Transporter may terminate any ITS Agreement if Transporter is required by the FERC or some other agency or court to provide service for others utilizing the interruptible System Capacity or capability required for service under such ITS Agreement or if Transporter ceases (after receipt of any requisite regulatory authorization) to offer service of the type covered by the ITS Agreement.

5. RATE

5.1 (a) Shipper shall pay Transporter each Month under this Rate Schedule ITS a one-part Commodity Charge for each Dth of gas delivered to Shipper or for Shipper’s account, together with such other charges as are identified in this Tariff. The maximum Monthly Commodity Charge shall be the applicable maximum unit rate set out in this Tariff multiplied by the quantity of gas

actually delivered by Transporter for transportation during the billing month.

(b) Where a Shipper has agreed to pay a Negotiated Rate or a rate under a Negotiated Rate Formula, the rates assessed hereunder shall be governed by Section 35 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate or a rate under a Negotiated Rate Formula shall specify the Negotiated Rate or Negotiated Rate Formula on which the Shipper is willing to agree.

5.2 Shipper shall reimburse Transporter for any applicable Fuel, Lost and Unaccounted For quantities and Electric Power Costs in transporting gas hereunder as provided by Section 38 and 40 of the General Terms and Conditions and at the maximum rate stated on the currently effective applicable rate Section, unless otherwise negotiated pursuant to Section 35 of the General Terms and Conditions of this Tariff.

5.3 (a) Shipper shall reimburse Transporter within five (5) days after costs have been incurred by Transporter for all fees 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 between the parties, Shipper shall reimburse Transporter for the cost of such facilities or facility modifications as described in the General Terms and Conditions of this Tariff.

5.4 The ACA charge will be assessed, when applicable, as provided in the General Terms and Conditions of this Tariff, on quantities delivered to Shipper by Transporter under this Rate Schedule ITS.

5.5 (a) Transporter shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in: (1) the rates and charges applicable under this Rate Schedule ITS, including both the level and design of such rates and charges; or (2) the terms and conditions of this Rate Schedule ITS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure that its provisions are just and reasonable.

(b) If, at any time and from time to time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the

rate shall, subject to any contrary provision of the ITS Agreement or a separate discount agreement, be increased to the highest such rate. Should additional documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within 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 transportation service hereunder, the rate shall be decreased to such reduced rate.

5.6 Transporter may from time to time and at any time, upon twenty-four (24) hours' verbal or written notice, subject to any provisions on discounting in the ITS Agreement or in a separate discount agreement, charge any individual Shipper for service under this Rate Schedule ITS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate charged may not be less than the applicable minimum rate for service under Rate Schedule ITS set forth in this Tariff. Transporter will confirm any verbal notice of the applicable rate in writing. Such notification shall specifically state the effective date of such rate change and the quantity of gas so affected. Unless otherwise agreed in the ITS Agreement or in a separate discount agreement, Transporter may at any time further change such rate (subject to any restrictions as to maximum or minimum rates set out in this Tariff, the ITS Agreement and/or any discount agreement) upon twenty-four (24) hours' verbal notice to Shipper, which notice shall be confirmed in writing. Such notification shall specifically state the effective date of such rate change and the quantity of gas so affected. Transporter shall file with the Commission any and all reports as required by the Commission's Regulations with respect to the institution or discontinuance of any discount.

5.7 All revenues collected by Transporter as a result of providing service under Rate Schedule ITS shall be retained by Transporter unless Transporter has otherwise explicitly agreed on a different disposition of such amounts.

6. NOMINATIONS, SCHEDULING CHARGES, IMBALANCES AND OVERRUN CHARGES

(a) Shipper shall provide Transporter with daily nominations of receipts and deliveries by Receipt and Delivery Point in accordance with the General Terms and Conditions of this Tariff. It shall be Shipper's responsibility to cause gas to be delivered to Transporter at Receipt Point(s), and to cause gas to be taken from Transporter at Delivery Point(s), in accordance with the information supplied to Transporter.

(b) It shall be Shipper's responsibility to keep receipts and deliveries in balance. Transporter may curtail service hereunder to the extent necessary to bring receipts and deliveries into balance. Any imbalance between actual receipts and actual deliveries shall be eliminated by cashout on a monthly basis in accordance with the General Terms and Conditions of this Tariff.

7. RECEIPT AND DELIVERY POINTS AND UPSTREAM AND DOWNSTREAM ARRANGEMENTS

(a) An ITS Agreement shall include all available Receipt and Delivery Points on Transporter's System, as more fully set out in the General Terms and Conditions of this Tariff. Transporter's aggregate maximum obligation to accept and deliver gas on an interruptible basis shall be specified in Dth in the ITS Agreement. The quantities available at each Receipt and Delivery Point, and the related priorities, shall be governed by the General Terms and Conditions of this Tariff.

(b) Conditions of delivery at Receipt and Delivery Points are set out in the General Terms and Conditions of this Tariff.

(c) Shipper shall make all necessary arrangements with other parties: (1) at or upstream of the Receipt Point(s) where gas is tendered to Transporter hereunder; and (2) at or downstream of the Delivery Point(s) where Transporter delivers gas hereunder to or for the account of Shipper. Such arrangements must be consistent with this Rate Schedule ITS and must be coordinated with Transporter.

8. OVERRUN SERVICE

Upon request of Shipper, Transporter may (but is not obligated to) receive, transport, and deliver on any Day quantities of natural gas in excess of Shipper's MDQ under the ITS Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Transporter to meet its other obligations. In granting requests for Authorized Overrun Service, Transporter shall act in a manner consistent with the overrun service priorities set out in the General Terms and Conditions of this Tariff. Shipper shall pay Transporter the applicable rate for Authorized Overrun Service set forth in this Tariff. For any overrun hereunder which is not authorized (not nominated and confirmed), Shipper shall pay Transporter, in addition to the Authorized Overrun Charge, an Unauthorized Overrun Charge per Dth equal to the Unauthorized Overrun Rate multiplied by the amount of gas in Dth tendered to Transporter or deliveries to Shipper under an ITS Agreement which exceeds the MDQ under such ITS Agreement. The maximum Unauthorized Overrun Rate is $10/Dth, which may be discounted to any level between zero and such maximum rate. Any charges for an unauthorized overrun in excess of the Authorized Overrun Charge shall be waived by Transporter if the unauthorized overrun does not cause operational problems. If Transporter does not waive an Unauthorized Overrun Charge, it will provide a written explanation of the operational problem(s) caused by the overrun upon request from a Shipper subject to the Unauthorized Overrun Charge.

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 ITS and shall apply to service rendered hereunder as though stated herein.

RATE SCHEDULE FTB
FIRM TRANSPORTATION BALANCING SERVICE

1. AVAILABILITY

This Rate Schedule FTB is available to any entity (hereinafter called Shipper) that: (a) submits to Trailblazer Pipeline Company LLC (hereinafter called "Transporter") a valid request as defined in Section 4 hereof which Transporter has firm Capacity available on all affected portions of its System and the firm operational capability to satisfy; (b) executes a Firm Transportation Balancing Service Agreement (FTB Agreement) with Transporter applicable to service under this Rate Schedule FTB; and (c) for which Transporter and a third party provider or third party point operator ("TPO") have entered into a Third Party Operating Agreement ("TPOA"). The form of FTB Agreement is contained in this Tariff. There is no limitation on the number of FTB Agreements any one Shipper may have.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 The transportation service provided under this Rate Schedule FTB shall be performed under Part 284 of the Commission's Regulations. This Rate Schedule FTB shall apply to all gas transported by Transporter for Shipper pursuant to an FTB Agreement.

2.2 Service hereunder shall be provided on a firm basis, subject to nomination and scheduling as set forth herein. However, service may be interrupted for any of the reasons set out in this Tariff. Transporter shall have the right to waive any one or more specific defaults by any Shipper if such default will not affect the integrity of Transporter's System or the quality of service and on a basis which is not unduly discriminatory, provided that such waiver is not inconsistent with any applicable Commission Regulations or orders, and provided also that any waiver given to a Shipper by Transporter shall be made available to all Shippers during the time period when it is in effect. No such waiver shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character.

2.3 Service hereunder shall consist of the acceptance by Transporter of natural gas tendered by Shipper at a Demand Point, a Balancing Point or secondary points, as defined in Section 3 hereof, and specified in the applicable FTB Agreement, the transportation of that natural gas through Transporter's pipeline system, and the delivery of that natural gas by Transporter to a Demand Point, Balancing Point or secondary point.

Shipper shall designate a single path for balancing services hereunder by naming the Balancing Point as a Primary Receipt Point or a Primary Delivery Point. Subject to the scheduling and confirmation by a TPO which meets the criteria set out in subsection 2.4(e), a minimum of two (2) daily out-of-cycle ("OOC") (non-NAESB) nomination changes may be submitted by Shipper. OOC nominations can only be scheduled at a

Demand Point and a Balancing Point. Additional OOC nominations, beyond the two minimum, are permitted subject to operational conditions on Transporter's system and acceptance by the TPO. Shipper nomination changes shall be effective on a prospective basis beginning at the top of the hour following not less than two (2) hour notice to Transporter's Gas Control center. OOC nominations will not be accepted prior to the nomination deadline for the Evening Cycle for the applicable Gas Day. Shipper nominations shall result in changes in the uniform hourly rate of flow, as set forth in Section 5.1 of the General Terms and Conditions of this Tariff. In any nomination cycle, Transporter shall not be required to accept any gas tendered in excess of the Maximum Daily Quantity (MDQ) or the Maximum Hourly Quantity (MHQ), but may accept in excess of these firm quantities where Transporter determines it has Capacity to offer on an interruptible basis excess daily or hourly quantities nominated by Shipper.

2.4 Receipt and Delivery Points:

(a) The FTB Agreement must designate the Demand Point and the Balancing Point subject to OOC balancing services. The Demand Point and Balancing Point and the MHQ herein shall require the confirmation of the TPO, consistent with the terms of the TPOA between Transporter and the TPO provider. Any number of FTB Agreements may be associated with the TPO, but only a single FTB Agreement may be associated with a Demand Point, unless otherwise agreed to between Transporter and Shipper.

(b) Scheduling under the General Terms and Conditions shall reflect the requested increase or decrease to flowing quantities, up to the MHQ set forth in the FTB Agreement, and its firm priority of service between the Balancing Point and the Demand Point. Shipper shall designate the Balancing Point as either a Primary Receipt or Primary Delivery Point for purposes of scheduling priorities. Scheduling of quantities in excess of the MHQ shall be scheduled on an interruptible basis.

(c) Shipper will be responsible for arranging with the TPO for transportation balancing service, via storage, transportation or any combination thereof on any upstream or downstream pipeline(s) such that changes in flow at the Balancing Point may be effectuated by Transporter with requested out-of-cycle changes in flow at the Delivery Points. A point shall be available for balancing service only to the extent that Transporter enters into a TPOA with the TPO provider. The TPOA defines how such operator will accommodate Shipper's quantities to be balanced, how the operator is to make the corresponding operational physical changes, the limitations on the level of balancing changes that may be accommodated and the consequences if such levels are exceeded or operational changes are not made. Under the TPOA, Transporter shall have the ability to call upon the TPO to effectuate the balancing service hereunder and within the MHQ

and MDQ limits set forth in the FTB Agreement. Unless otherwise agreed to, Transporter shall not be responsible for balancing.

(d) If, in any hour, a Shipper nominates and is confirmed for a balancing quantity which exceeds its MHQ, an incremental Enhanced Hourly Delivery Service Rate shall apply to such excess quantities. Additionally, if on any day, a Shipper's total allocated balancing quantity exceeds its MDQ, Shipper shall be subject to Authorized Overrun Charges pursuant to this Rate Schedule. Alternatively, if a Shipper's quantity is not nominated and confirmed but exceeds its MHQ and/or MDQ, the Shipper may be subject to Unauthorized Overrun Charges provided in this Rate Schedule. Notwithstanding Transporter accepting Shipper's scheduled balancing services, failure of the TPO to make corresponding hourly changes in flow at the Balancing Point to match changes in flow at the Demand Point may result in the suspension, interruption, or termination of services to Shipper hereunder.

(e) Under Rate Schedule FTB, the Balancing Point applicable in providing balancing service must meet the following criteria, unless otherwise agreed to, as determined by Transporter in its reasonable judgment and experience as operator: (1) a bi-directional interconnect with a pipeline or storage facility connected to Transporter's facilities; (2) located in physical proximity to the Demand Point on Transporter's system so as to not create an operational burden on Transporter's system; and (3) have real time telemeter electronic flow measurement (EFM), flow control equipment, with Transporter having the operational capability to monitor and control deliveries through the EFM; and (4) the operator of a third party point and Transporter must enter into a TPOA, defining the operational parameters of the balancing service to be provided thereunder.

(f) Secondary Receipt and Delivery Points are available, including Pooling Points, but scheduling of secondary services shall not occur in OOC nominations and shall proportionally reduce the MHQ and quantities available for scheduling at the Balancing Point and Demand Point.

2.5 Shipper may release its Capacity under this Rate Schedule only at the same Balancing Point and Demand Point, i.e., applicable Primary Receipt and Primary Delivery Points, under its contract. In addition, Shipper cannot segment Capacity under this Rate Schedule. Provided however, in order to utilize Capacity release and segmentation, Shipper may release its Capacity hereunder to itself and obtain a replacement contract pursuant to Rate Schedule FTS, which shall be subject to the terms and conditions of Rate Schedule FTS.

2.6 Quantities received and delivered hereunder shall be at a uniform rate of hourly flow; provided, however, a Shipper may make prospective changes to its uniform hourly rate of flow by submitting a revised nomination as provided in this Rate Schedule up

to the MHQ defined in the FTB Agreement, subject to the confirmation of corresponding changes at the Balancing Point with the TPO.

2.7 Shipper shall only tender gas for transportation under this Rate Schedule to the extent such service would qualify under the applicable statutes, regulations and Commission orders. For transportation to be provided under Subpart B of Part 284 of the Commission's Regulations, Shipper shall provide to Transporter certification including sufficient information in order for Transporter to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where required by the Commission's Regulations, Shipper shall cause the intrastate pipeline or local distribution company on whose behalf the service will be provided to submit the necessary certification prior to tendering gas for transportation.

2.8 Allocation of Capacity, curtailment and priorities of service for the purposes of scheduling and curtailment are all governed by the General Terms and Conditions of this Tariff.

3. SERVICE DEFINITIONS

3.1 DEMAND POINT - Shall mean the physical point where the Shipper has varying hourly demand over the course of a Day and at which Transporter will accept out-of-cycle changes to the Shipper(s) uniform rate of flow under this Rate Schedule FTB. Transporter shall install or cause to be installed EFM and flow control equipment at the Demand Point pursuant to Section 6 (New Facilities Charge) of the General Terms and Conditions of this FERC Gas Tariff.

3.2 BALANCING POINT - Shall mean the interconnect of Transporter and TPO's facilities eligible as either a Primary Receipt or Primary Delivery Point to match concurrent hourly changes in flow at the Demand Point. Transporter shall install or cause to be installed EFM and flow control equipment at the Balancing Point pursuant to Section 6 (New Facilities Charge) of the General Terms and Conditions of this FERC Gas Tariff.

3.3 MAXIMUM DAILY QUANTITY ("MDQ") - Shall mean the maximum quantity of natural gas that Transporter agrees to receive or deliver on any Day at the Demand Point or Balancing Point, as specified in the executed FTB Agreement, net of the Fuel Reimbursement quantity pursuant to Section 38 of the General Terms and Conditions of this Tariff.

3.4 MAXIMUM HOURLY QUANTITY ("MHQ") - Shall mean the maximum hourly rate of flow (1/24th of MDQ) and quantity of natural gas to be transported for balancing at the Demand Point or the Balancing Point requested by Shipper in any nomination cycles.

3.5 ENHANCED HOURLY DELIVERY SERVICE CHARGE ("EHSC") - Shall equal the additional volumetric rate applicable to the quantity scheduled by Shipper and confirmed by Transporter in excess of the MHQ in any hour of the Day. The EHSC shall be in addition to applicable commodity, Fuel Reimbursement pursuant to Section 38 of the General Terms and Conditions of this Tariff, or surcharges due on balancing quantities allocated to Shipper under Rate Schedule FTB for the Day. The EHSC shall be reduced for the uniform hourly rate of any daily authorized overrun quantities assessed.

4. VALID REQUESTS

4.1 A request for service under this Rate Schedule FTB shall be valid as of the date received if it complies with this Section and contains adequate information on all of the items specified in Section 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) for which adequate Capacity is not available on any portion of Transporter's System necessary to provide such service; (2) as to which Transporter does not have the operational capability to effect receipt, transportation and/or delivery on a firm basis consistent with the terms and conditions of this Rate Schedule FTB and in its reasonable judgment as operator; (3) if there is no TPOA between Transporter and a TPO; (4) which would require the construction, modification, expansion, or acquisition of any facilities; provided, however, that Transporter may agree in its reasonable discretion to construct, modify, expand, or acquire facilities to enable it to perform such services; (5) unless and until Shipper has provided Transporter with the information required in Section 4.2 hereof; (6) if Transporter determines, based on the credit analysis referenced in Section 4.2(f), 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; (7) if the service requested would not comply with this Rate Schedule FTB; or (8) if the service requested is at less than the applicable maximum rate; provided, however, that Transporter may agree to provide service hereunder at a discount consistent with this Rate Schedule FTB. Nothing herein is intended to govern the curtailment of service once a request for service has been granted pursuant to this Section and while an FTB Agreement is in effect. Such curtailment is governed by the General Terms and Conditions of this Tariff.

(b) Capacity awards shall be made as provided in Section 3 of the General Terms and Conditions of this Tariff. 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 FTB. Any

request shall be null and void unless it is substantially complete and complies with this Rate Schedule FTB. In the event a request is substantially but not entirely complete, Transporter shall inform Shipper in writing of the specific items needed to complete the FTB Agreement, consistent with this Section 4 and with Section 3 of the General Terms and Conditions of this Tariff.

(c) Transporter shall tender an FTB Agreement to Shipper for execution when Shipper's request for service is accepted. Unless waived by Transporter, a request for service shall be invalid if Shipper fails to execute an FTB Agreement hereunder within ten (10) days after an FTB Agreement has been tendered by Transporter for execution.

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

Trailblazer Pipeline Company LLC
Commercial Operations
370 Van Gordon St.
Lakewood, CO 80228
e-mail: TEP@tallgrassenergylp.com

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

(a) GAS QUANTITIES

The request shall specify in Dth the aggregate MDQ and the MDQ for each primary point, exclusive of applicable Fuel Reimbursement quantities pursuant to Section 38 of the General Terms and Conditions of this Tariff; provided, however, that Transporter shall not be obligated to accept requests for an aggregate MDQ of less than one hundred (100) Dth per day.

(b) RECEIPT POINT(S) (Demand Point or Balancing Point)

The request shall specify the primary point(s) at which Shipper desires Transporter to receive gas and including the associated MDQ.

(c) DELIVERY POINT(S) (Demand Point or Balancing Point)

The request shall specify the primary point(s) at which Shipper desires Transporter to deliver gas and including the associated MDQ.

(d) LIMITATION OF POINTS

A Shipper may request only those Receipt and Delivery Points which meet the criteria of Section 2 herein, and subject to Transporter's approval.

(e) TERM OF SERVICE

The request shall specify:

(1) The date service is requested to commence; and

(2) The date service is requested to terminate.

(f) CREDIT

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

(g) COMPLIANCE WITH 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 FTB, including the applicable General Terms and Conditions.

(h) COMMISSION-REQUIRED FILING INFORMATION

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

(1) Affiliation of the Shipper with Transporter; and

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

4.3 Transporter, at its sole discretion, reserves the right to reject requests for service as described in this Rate Schedule FTB. Transporter is not providing a supply service hereunder and shall not be liable for any costs, expenses, losses, or damages, including consequential damages, incurred by a Shipper or operator if a failure to achieve balancing under this Rate Schedule is due to the failure of the TPO to perform its obligations under the TPOA or to Shipper's having insufficient transport, storage inventory or available injection capability on the associated Third Party assets.

5. TERM

(a) The term of service hereunder shall be set forth in the FTB Agreement between Shipper and Transporter and shall not be less than one (1) year, unless otherwise agreed to in writing by Transporter.

(b) The General Terms and Conditions of this Tariff shall govern the applicability of, and the terms and conditions relating to, rollovers and the right of first refusal vis a vis an FTB Agreement. Upon termination of any FTB Agreement, and subject to any such rollover or right of first refusal, service by Transporter to Shipper thereunder shall be terminated and automatically abandoned.

(c) Transporter may terminate any FTB Agreement if Transporter is required by the FERC or some other agency or court to provide firm service for others utilizing the System Capacity or capability required for service under such FTB Agreement or if Transporter ceases (after receipt of any requisite regulatory authorization) to offer service of the type covered by the FTB Agreement. Transporter's ability to terminate any FTB Agreement under this provision is intended to ensure that the contract term does not extend beyond the regulatory authority to provide the service and that the contract is consistent with the regulatory authority to provide the service.

6. RATE

6.1 (a) Shipper shall pay Transporter each Month under this Rate Schedule FTB a two-part rate consisting of: (1) a Reservation Charge, based on Shipper's MDQ and the applicable Reservation Rate for Capacity supporting firm service hereunder, which consists of the Base Monthly Reservation Cost; (2) a Commodity Charge for each Dth of gas delivered to Shipper for Shipper’s account; and (3) as applicable, Enhanced Hourly Delivery Service charges, Overrun Service charges, Fuel Reimbursement pursuant to Section 38 of the General Terms and Conditions of this Tariff, plus such other Tariff surcharges as set forth on the Currently Effective Rates sections.

(b) Where a Shipper has agreed to pay a Negotiated Rate or a rate under a Negotiated Rate Formula, the rates assessed hereunder shall be governed by Section 35 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate or a rate under a Negotiated Rate Formula shall specify the Negotiated Rate or Negotiated Rate Formula to which the Shipper is willing to agree.

6.2 As set forth on the Currently Effective Rates page, Shipper shall reimburse Transporter for applicable Fuel, Lost and Unaccounted For quantities and Electric Power Costs required in transporting gas hereunder as provided by Section 38 and 40 of the General Terms and Conditions of this Tariff, as applicable to the Capacity utilized for firm service under this Rate Schedule FTB. All Capacity and Shippers under this Rate Schedule FTB shall pay Fuel, Lost and Unaccounted For and Electric Power Cost Reimbursement on the same basis as any other Shipper.

6.3 (a) Shipper shall reimburse Transporter within five (5) days after costs have been incurred by Transporter for all fees 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 between the parties either:

(1) Shipper shall reimburse Transporter for the cost of such facilities or facility modifications as described in the General Terms and Conditions of this Tariff; or

(2) Transporter shall assess a monthly charge reflecting such facility costs.

6.4 The ACA charge will be assessed, when applicable, as provided in the General Terms and Conditions of this Tariff, on quantities delivered to Shipper by Transporter under this Rate Schedule FTB.

6.5 (a) Transporter shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in: (1) the rates and charges applicable under this Rate Schedule FTB, including both the level and design of such rates and charges; or (2) the terms and conditions of this Rate Schedule FTB. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure that its provisions are just and reasonable.

(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 FTB Agreement or a separate discount agreement, be increased to the highest such rate. Should additional documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within

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 transportation service hereunder, the rate shall be decreased to such reduced rate.

6.6 Transporter may from time to time and at any time, upon twenty-four (24) hours' verbal or written notice, subject to any provisions on discounting in the FTB Agreement or in a separate discount agreement, charge any individual Shipper for service under this Rate Schedule FTB a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate may not be less than the applicable minimum rate for service under Rate Schedule FTB set forth in this Tariff. Transporter will confirm any verbal notice of the applicable charge in writing. Such notification shall specifically state the effective date of such rate change and the quantity of gas so affected. Unless otherwise agreed in the FTB Agreement or in a separate discount agreement, Transporter may at any time further change such rate (subject to any restrictions as to maximum or minimum rates set out in this Tariff, the FTB Agreement and/or any discount agreement) upon twenty-four (24) hours' verbal notice to Shipper, which notice shall be confirmed in writing. Such notification shall specifically state the effective date of such rate change and the quantity of gas so affected. Transporter shall file with the Commission any and all reports as required by the Commission's Regulations with respect to the institution or discontinuance of any discount.

6.7 All revenues collected by Transporter as a result of providing service under Rate Schedule FTB shall be retained by Transporter unless Transporter has otherwise explicitly agreed on a different disposition of such amounts.

7. NOMINATIONS AND SCHEDULING CHARGES

Shipper shall provide Transporter with daily nominations of receipts and deliveries by Receipt and Delivery Point in accordance with the General Terms and Conditions of this Tariff. It shall be Shipper's responsibility to cause gas to be delivered to Transporter at Receipt Point(s), and to cause gas to be taken from Transporter at Delivery Point(s), in accordance with the information supplied to Transporter. The FTB Agreement may reflect the time(s) of the Day for accepting OOC nominations.

8. ENHANCED HOURLY DELIVERY

Shipper nominations up to the MHQ shall be scheduled on a firm basis, subject to confirmation of the TPO. Shipper nominations in any cycle which require delivery rates of flow exceeding the MHQ for the remaining hours of the Day may be accepted by Transporter for scheduling, subject to the availability of interruptible Capacity, and subject to the assessment of Enhanced Hourly Delivery charges.

9. OVERRUN SERVICE

Upon request, Transporter may (but is not obligated to) receive, transport, and deliver on any Day quantities of natural gas in excess of Shipper's MDQ under the FTB Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Transporter to meet its other obligations. In granting requests for overrun service, Transporter shall act in a manner consistent with the overrun service priorities set out in the General Terms and Conditions of this Tariff. Shipper shall pay Transporter the applicable rate for Authorized Overrun Service set forth in this Tariff. The daily quantity billed as Authorized Overrun Service shall reduce any applicable EHSC by an amount equal to the daily quantity divided by twenty-four (24). For any overrun hereunder which is not authorized (not nominated and confirmed), Shipper shall pay Transporter, in addition to the Authorized Overrun Charge, an Unauthorized Overrun Charge per Dth equal to the Unauthorized Overrun Rate multiplied by the amount of gas in Dth tendered to Transporter or deliveries to Shipper under an FTB Agreement which exceeds the MDQ under such FTB Agreement. The maximum Unauthorized Overrun Rate is $10/Dth, which may be discounted to any level between zero and such maximum rate. Any charges for an unauthorized excess of the Authorized Overrun Charge shall be waived by Transporter if the unauthorized overrun does not cause operational problems. If Transporter does not waive an Unauthorized Overrun Charge, it will provide a written explanation of the operational problem(s) caused by the overrun upon request from a Shipper subject to the Unauthorized Overrun Charge.

10. INTRADAY NOMINATIONS

In addition to the intraday nominations under Section 7 of the General Terms and Conditions of this Tariff, Shipper may make a minimum of two out-of-cycle ("OOC") intraday nominations per day, to be effective on a prospective basis on any hour of the Gas Day not less than 2 hours following the time the OOC intraday nomination is submitted to Transporter's Gas Control center, by both telephone and email. Transporter shall not be obligated to accept any OOC intraday nomination which increase or decrease the rate of flow at the Demand Point for the remaining hours of the Gas Day which exceeds the MHQ. Shipper's OOC Intraday nomination shall be subject to confirmation of corresponding changes in flow at the Balancing Point and shall be subject to Transporter's system operating conditions allowing such OOC intraday nomination without interruption to scheduled and flowing quantities for other Shippers holding a higher priority of service, as set forth in Section 3 of the General Terms and Conditions of this Tariff. Transporter shall not be obligated to effectuate balancing services hereunder through an OBA with any Point Operator. Transporter shall not be liable for actions of any upstream pipeline or the TPO that result in an interruption in the physical receipt or delivery of gas at the Balancing Point that may result in the inability of Transporter to provide balancing services hereunder. It shall be Shipper's responsibility to keep receipts and deliveries in balance. Any imbalance between actual receipts and actual deliveries shall be eliminated by cashout on a monthly basis in accordance with the General Terms and Conditions of this Tariff.

11. GENERAL TERMS AND CONDITIONS

Except as otherwise provided herein, 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 FTB and shall apply to service rendered hereunder as though stated herein.

RATE SCHEDULE WS
WHEELING SERVICE

1. AVAILABILITY

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

2. APPLICABILITY AND CHARACTER OF SERVICE

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

> Wheeling Service. Wheeling Service is the receipt of Gas by a WS Shipper, or for a WS Shipper's account, at a physical point within a specified Hub and the redelivery of Gas at a physical point within the same Hub.

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

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

2.4 The service provided under this Rate Schedule WS shall be performed in accordance with Part 284 of the Commission's Regulations. Shipper shall only tender Gas for transportation under this Rate Schedule WS to the extent such service would qualify under the applicable statutes, regulations, Commission orders and the blanket certificate authorizing service by Transporter under this Rate Schedule. For service under Subpart B of Part 284 of the Commission's Regulations, Shipper shall provide to Transporter appropriate certification, including sufficient information in order for Transporter to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where

required by the Commission's Regulations, Shipper shall (prior to tendering Gas under a WS Agreement) cause the intrastate pipeline or local distribution company on whose behalf the service will be provided to submit the necessary certification.

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

3. VALID REQUESTS

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

(a) Submission of a request for service hereunder shall constitute Shipper's agreement with the terms and conditions of this Rate Schedule WS, including the applicable General Terms and Conditions of this Tariff as revised from time-to-time.

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

(c) A request shall not be valid and Transporter shall not be required to grant any such request: (1) which would require the construction, modification, expansion, or acquisition of any facilities; provided, however, that Transporter may agree in its reasonable discretion to construct, modify, expand, or acquire facilities to enable it to perform such services; (2) unless and until Shipper has provided Transporter with the information required in Section 3.2 hereof; (3) if Transporter determines, based on the credit analysis referenced in Section 3.1B, that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis; (4) if the service requested would not comply with this Rate Schedule WS; or (5) if the service requested is at less than the applicable maximum rate; provided, however, that Transporter may agree to provide service hereunder at a discount consistent with this Rate Schedule WS.

(d) Transporter shall promptly notify Shipper if it cannot satisfy an otherwise valid request because such request is incomplete or does not comply with this Rate Schedule WS. If a request is substantially but not entirely complete, Transporter shall inform Shipper of the specific items needed to complete the request consistent with this Rate Schedule and the General Terms and Conditions of this Tariff.

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

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

TRAILBLAZER PIPELINE COMPANY LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: TEP@tallgrassenergylp.com

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

(a) SHIPPER CONTACT INFORMATION

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

(b) GAS QUANTITIES

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

(c) TERM OF SERVICE

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

(d) COMMISSION-REQUIRED FILING INFORMATION

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

(1) Affiliation of the Shipper with Transporter;

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

4. TERM

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

5. RATE

The applicable rates, including any surcharges, for Wheeling Service are set forth in this Tariff, as revised from time-to-time. Unless otherwise agreed to in writing between Transporter and Shipper, or by Shippers' election to nominate service consistent with the terms of the applicable service discounts rate offers posted by Transporter on its Interactive Website from time-to-time, the applicable rate shall be the maximum rate set forth on the currently effective rate Section of this Tariff. Where a Shipper has agreed to pay a Negotiated Rate, the rates assessed hereunder shall be governed by Section 35 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate shall specify the Negotiated Rate on which the Shipper is willing to agree.

5.1 Wheeling Service Charges

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

(b) Shipper shall reimburse Transporter for Lost and Unaccounted-for Gas in connection with Wheeling Service at the applicable reimbursement percentage set forth in this Tariff.

5.2 (a) Shipper shall reimburse Transporter, within five (5) Days after receiving an invoice from Transporter, for all fees incurred by Transporter which are required by the Commission or any regulatory body including, but not limited to, filing, reporting, and application fees to the extent such fees are specifically related to service for that Shipper hereunder and are not generally applicable fees (such as general rate case filing fees).

(b) Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper will pay Transporter for such facilities. Shipper may elect to (1) make a one-time 100 percent reimbursement for the cost of facilities or (2) pay the cost of facilities over a period of time agreed to by Shipper and Transporter. The facility charge will include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties, if the Shipper elects to reimburse Transporter for the facilities

over a period of time. If a contribution in aid of construction (CIAC) is paid by the Shipper in accordance with the construction of facilities agreement and such transaction is determined to be taxable, it shall be increased by an amount (Tax Reimbursement) to compensate for the corporate income tax effects thereof, according to the following formula:

Tax Reimbursement = [Tax Rate x (CIAC - Present Value of Tax Depreciation)] x [1 + {Tax Rate/(1 - Tax Rate)}]

5.3 The ACA charge will be assessed on Wheeling Service provided hereunder, as provided in Section 32 of the General Terms and Conditions of this Tariff.

5.4 (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 WS, 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 WS Agreement or a separate rate agreement, be increased to the highest such rate. Should additional documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within ten (10) Days after a written request by Transporter. If, at any time and from time-to-time, the FERC or any other governmental authority having jurisdiction in the premises requires Transporter to charge a lower rate for transportation service hereunder, the rate shall, subject to any contrary provision of the WS Agreement or a separate rate agreement, be decreased to such reduced rate.

5.5 Transporter may from time-to-time and at any time, upon written notice, subject to any provisions on discounting in the WS Agreement or in a separate rate agreement, and subject to Section 13.6 of the General Terms and Conditions of this Tariff, charge any individual Shipper for service under this Rate Schedule WS 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 WS set forth in this Tariff. Transporter will confirm any verbal notice of the applicable rate in writing. Such notification shall specifically state the effective date of such rate change and the quantity of Gas so affected.

5.6 All revenues collected and quantities retained by Transporter as a result of providing service under this Rate Schedule WS shall be retained by Transporter unless Transporter

has otherwise specifically agreed or been specifically ordered by FERC to provide for a different disposition of such amounts.

6. NOMINATIONS, SCHEDULING AND IMBALANCES

6.1 Shipper shall provide Transporter with daily Nominations of receipts and deliveries by Receipt and Delivery Point in accordance with the General Terms and Conditions of this Tariff. It shall be Shipper's responsibility to cause Gas to be delivered to Transporter at Receipt Point(s), and to cause Gas to be taken from Transporter at Delivery Point(s), in accordance with the information supplied to Transporter.

6.2 It shall be Shipper's responsibility to keep receipts and deliveries in Balance. Transporter may reschedule service hereunder to the extent necessary to bring receipts and deliveries into Balance. Any Imbalance between actual receipts and actual deliveries shall be eliminated by cashout or other means on a Monthly basis in accordance with the General Terms and Conditions of this Tariff, unless otherwise agreed to in writing by Transporter.

7. RECEIPT AND DELIVERY POINTS
AND UPSTREAM AND DOWNSTREAM ARRANGEMENTS

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

7.2 Acceptable conditions of operation at Receipt and Delivery Points within a specified Hub are set forth in the General Terms and Conditions of this Tariff.

7.3 Shipper shall make all necessary arrangements with other parties: (1) at or upstream of the Receipt Point(s) where Gas is tendered to Transporter hereunder; and (2) at or downstream of the Delivery Point(s) where Transporter delivers Gas hereunder to or for the account of Shipper. Such arrangements must be consistent with this Rate Schedule WS and must be coordinated with Transporter.

8. OVERRUN SERVICE

8.1 Upon request of Shipper, Transporter may (but is not obligated to) receive, transport, and deliver on any Day, quantities of Gas in excess of Shipper's MDQ under the WS Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Transporter to meet its other obligations ("Authorized Overrun Service"). Requests for Authorized Overrun Service shall be subject to the Authorized

Overrun Service priorities set forth in the General Terms and Conditions of this Tariff. Authorized utilization by Shipper which exceeds its Capacity rights shall constitute Authorized Overrun Service provided by Transporter, and Shipper shall incur Authorized Overrun Service Charges as a result of such use. Shipper shall pay Transporter the maximum rate for Authorized Overrun Service set forth in this Tariff unless otherwise agreed to in writing by Transporter.

8.2 For any Overrun Service hereunder which is not Authorized Overrun Service ("Unauthorized Overrun Service"), Shipper shall pay Transporter, in addition to the Authorized Overrun Service Charge, an Unauthorized Overrun Service Charge per Dth equal to the Unauthorized Overrun Rate multiplied by the amount of gas in Dth tendered to Transporter or deliveries to Shipper under a WS Agreement which exceeds the MDQ under such WS Agreement. The maximum Unauthorized Overrun Rate is $10/Dth, which may be discounted to any level between zero and such maximum rate. Any charges for an unauthorized overrun in excess of the Authorized Overrun Charge shall be waived by Transporter if the unauthorized overrun does not cause operational problems. If Transporter does not waive an Unauthorized Overrun Charge, it will provide a written explanation of the operational problem(s) caused by the overrun upon request from a Shipper subject to the Unauthorized Overrun Charge.

9. GENERAL TERMS AND CONDITIONS

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

RATE SCHEDULE PALS
PARK AND LOAN SERVICE

1. AVAILABILITY

1.1 This Park and Loan Service (PALS) Rate Schedule is an interruptible service available to any Shipper which:

(a) submits to Transporter a valid request for service under this Rate Schedule PALS as defined in Section 4 hereof and executes an Agreement for such service (PALS Agreement); and

(b) enters into one or more valid PALS Request Orders (PALS RO), as defined in Section 4 hereof which, when executed by Transporter and Shipper, shall evidence their agreement as to the terms of the particular transaction(s) to park and loan Gas pursuant to the PALS Agreement.

1.2 Shipper shall arrange separately with Transporter and others as necessary for any transportation attendant to the PALS service provided hereunder, i.e., in delivering Gas to or taking Gas away from the designated Point(s), and Shipper shall pay separately for such transportation service.

1.3 Shipper shall provide Transporter with reasonable assurances that Shipper can satisfactorily perform under an applicable PALS RO.

2. APPLICABILITY AND CHARACTER OF SERVICE

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

2.2 Under this Rate Schedule PALS, Transporter shall only park Gas or loan Gas to the extent Transporter determines that such actions are not detrimental to its ability to satisfy any of its existing obligations with higher priority service or to meet System operational

needs. Transporter may, based on its reasonable determination of its operational capability and in a non-discriminatory manner, interrupt or decline to schedule any or all of the services hereunder and, if such actions are required to avoid interference with firm service or to protect the integrity of the System, will do so prior to invoking the procedures of Section 37, Operational Controls, of the General Terms and Conditions of this Tariff and subject to Section 8 of this Rate Schedule PALS.

2.3 All mutually agreeable points of receipt and delivery on Transporter's System are available on a non-discriminatory basis for service under this Rate Schedule PALS. Unless an alternative point is agreed upon by Transporter and Shipper, the same point must be utilized to initiate and to complete a specific park or loan transaction. If an alternative point is agreed upon, Shipper must pay for additional transportation service between the agreed-upon Receipt and Delivery Points under a separate transportation service agreement. The specific point(s) for a park or loan shall be set forth in the applicable PALS RO.

2.4 Subject to the provisions of Section 2.2 above, Park and Loan Services available under this Rate Schedule PALS include:

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

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

2.5 Transporter will post on its Interactive Website the availability of PALS from time-to-time.

2.6 The Park and Loan Service provided for under this Rate Schedule PALS shall be performed under Part 284 of FERC's Regulations. Shipper shall only tender Gas under this Rate Schedule PALS to the extent service hereunder would qualify under the applicable statutes, regulations, FERC orders and the certificate(s) authorizing service by Transporter under this Rate Schedule PALS. For service under Subpart B of Part 284, Shipper shall provide to Transporter with its initial request for service appropriate certification, including sufficient information, in order for Transporter to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where required by FERC's Regulations, Shipper shall cause the intrastate pipeline or local distribution company on whose behalf the service will be provided to submit any necessary

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

3. NOMINATIONS AND SCHEDULING

3.1 It shall be Shipper's sole responsibility to provide Transporter with daily Nominations of the quantity of Gas to be received or delivered at the Receipt or Delivery Point(s) under the applicable PALS RO. Nominations for any Day or for any Nomination cycle must be consistent with the PALS RO. It shall also be Shipper's responsibility to cause Gas to be delivered to Transporter and to cause Gas to be received from Transporter in accordance with the PALS RO. Nominations shall be subject to confirmation and scheduling in accordance with the General Terms and Conditions of this Tariff. If a Nomination for payback on a loan, or withdrawal on a park is consistent with the PALS RO but cannot be confirmed by Transporter, the Shipper must continue to nominate on subsequent Days until Transporter can confirm the Nomination, unless the parties agree on a revised PALS RO. Service under Rate Schedule PALS is provided on an interruptible basis.

3.2 Priorities of service for the purposes of scheduling and curtailment shall be governed by Section 3 and 11 of the General Terms and Conditions of this Tariff.

3.3 In the event it is necessary to decline to schedule or to interrupt, curtail or suspend service under PALS because of operational conditions or to satisfy obligations with a higher priority, Transporter shall provide actual notice to Shipper. In that event, Shipper must comply with the directive(s) contained in Transporter's notification within the time specified.

3.4 If Shipper fails to comply with the requirements set out in a notification under Section 3.3 above, then Section 8 of this Rate Schedule PALS shall apply.

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

4.1 A request for service under this Rate Schedule PALS and a PALS RO 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(a) and 4.2(b), respectively, 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(a), that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis; (5) if the service requested would not comply with this Rate Schedule PALS; or (6) if the service requested is at less than the applicable maximum rate; provided, however, that Transporter may agree to provide service hereunder at a discount consistent with this Rate Schedule PALS. Nothing herein is intended to govern the scheduling and curtailment of service once a request for service has been granted pursuant to Section 4 hereof and while Agreements under this Rate Schedule are in effect. Such matters are governed by Section 3 of this Rate Schedule and the applicable General Terms and Conditions of this Tariff.

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

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

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

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

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

TRAILBLAZER PIPELINE COMPANY LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: TEP@tallgrassenerylp.com

(a) For a PALS Agreement to be valid, the following information must be provided:

(1) 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).

(2) CREDIT

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

(3) 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.

(4) 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, if any;

(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. The PALS RO shall specify the minimum daily and aggregate quantities and shall set out a park and/or loan schedule containing the quantity and timing information specified in Section 7 of this Rate Schedule PALS.

(3) POINTS

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

(4) TERM OF SERVICE

(a) The request shall specify:

(1) The date service is requested to commence;

(2) The date service is requested to terminate.

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

(5) SHIPPER CONTACT PERSONNEL

The PALS RO shall specify the person(s) to be contacted by Transporter in connection with the PALS RO.

(6) RATE

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

(7) SHIPPER ASSURANCES

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

5. TERM

5.1 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; provided, however, that both the PALS Agreement and related PALS RO(s) may include a buyout provision, permitting early termination by Shipper or Transporter subject to a mutually agreed upon exit fee. Upon termination of any PALS Agreement and of any PALS RO, service by Transporter to Shipper thereunder shall be terminated and automatically abandoned.

5.2 Transporter may terminate any PALS Agreement if Transporter is required by the FERC or some other agency or court to provide service for others utilizing the interruptible system Capacity or capabilities required for service under such PALS Agreement, or if Transporter ceases (after receipt of any requisite regulatory authorization) to offer service of the type covered by the PALS Agreement. Settlement of such terminated Agreement shall be pursuant to Section 8.4 of this rate schedule.

6. RATE

6.1 (a) For the Park and Loan Service rendered to Shipper under this Rate Schedule PALS, Shipper shall pay Transporter each Month the sum of the following charges:

(i) the Initial Charge, which shall be the product of the Initial Rate multiplied by each unit of Gas tendered for park or taken for loan during that Month;

(ii) the Park/Loan balance Charge, which shall be the product of the Park/Loan balance Rate multiplied by each unit of Gas which is parked or loaned under this Rate Schedule PALS for that Month (such charge shall be calculated on the basis of the daily ending balance for each PALS RO for each Day of the Month); and

(iii) the Completion Charge, which shall be the product of the Completion Rate multiplied by each unit of Gas returned to Transporter on

completion (payback) of a loan or received by Shipper on completion (reversal) of a park that Month.

(b) The maximum and minimum rate(s) applicable to this Rate Schedule PALS are set forth in the Currently Effective Rates section of this Tariff. On any Day, the sum of the Initial Rate, the Park/Loan balance Rate and the Completion Rate assessed for any park or loan may not exceed the maximum PALS Initial Rate on a per unit basis.

(c) By mutual agreement between Transporter and Shipper, which is consistent with the pro forma Agreement set out in this Tariff, discounts or Negotiated Rates may be limited to specific quantities and/or specific periods. However, where a Shipper has agreed to pay a Negotiated Rate or a rate under a Negotiated Rate Formula, the rates assessed hereunder shall be governed by Section 35 of the General Terms and Conditions of this FERC Gas Tariff. A request for service at a Negotiated Rate or a rate under a Negotiated Rate Formula shall specify the Negotiated Rate or Negotiated Rate Formula on which the Shipper and Transporter agree.

(d) If a Shipper has submitted a Nomination for a payback on a loan or a withdrawal on a park, and that Nomination is consistent with the PALS RO but is not confirmed by Transporter, the Park/Loan balance Rate shall only be assessed as if the Nomination had been confirmed.

(e) Shipper shall pay any other applicable charges, penalties and fees set out in this Rate Schedule PALS or the General Terms and Conditions of this Tariff. Deviations from the approved PALS RO nominated quantities when compared to the allocated quantities will be assessed cashout charges under Section 12 of the General Terms and Conditions of this Tariff.

(f) Charges payable by any Shipper shall be based on the maximum rates set forth in this Tariff applicable to Rate Schedule PALS, which rates are hereby incorporated herein, unless a lower rate for the charge under subsection 6.1(a) of this Rate Schedule is specified in the PALS RO. However, where a Shipper has agreed to pay a Negotiated Rate, the rates assessed hereunder shall be governed by Section 35 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 and Transporter agree.

(g) The charges referenced herein cover only Park and Loan Services. Shipper must contract separately for any transportation service required for Shipper to move Gas to or away from the point(s) specified in the PALS RO.

6.2 Overrun Service

(a) Upon request of Shipper, Transporter may (but is not obligated to) Park, Park payback, loan, loan payback on any Day, quantities of Gas in excess of Shipper's MAQ / MDQ or in excess or under the contracted initial quantity, balance quantity or completion quantity under the PAL Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such a transaction without impairing the ability of Transporter to meet its other obligations ("Authorized Overrun Service"). Requests for Authorized Overrun Service shall be subject to the Authorized Overrun Service priorities set forth in the General Terms and Conditions of this Tariff. Authorized utilization by Shipper which exceeds its Capacity rights or if Shipper fails to comply with any quantity or timing parameter in a PALS RO (unless the failure results from Transporter not confirming a Nomination properly submitted) shall constitute Authorized Overrun Service provided by Transporter, and Shipper shall incur Authorized Overrun Service Charges as a result of such use. Shipper shall pay Transporter the maximum rate for Authorized Overrun Service set forth in this Tariff unless otherwise agreed to in writing by Transporter.

(b) For any Overrun Service hereunder which is not Authorized Overrun Service ("Unauthorized Overrun Service"), Shipper shall pay Transporter, in addition to the Authorized Overrun Service Charge, an Unauthorized Overrun Service Charge per Dth equal to the Unauthorized Overrun Rate multiplied by the amount of gas in Dth for Park, park payback, loan or loan payback for Shipper under a PAL Agreement which exceeds the MAQ / MDQ, or in excess or under the contracted initial quantity, balance quantity or completion quantity under such PAL Agreement. The maximum Unauthorized Overrun Rate is $10/Dth, which may be discounted by Transporter to any level between zero and such maximum rate. Any charges for an unauthorized overrun in excess of the Authorized Overrun Charge shall be waived by Transporter if the unauthorized overrun does not cause operational problems. If Transporter does not waive an Unauthorized Overrun Charge, it will provide a written explanation of the operational problem(s) caused by the overrun upon request from a Shipper subject to the Unauthorized Overrun Charge.

(c) Such Unauthorized Overrun Service Charge shall only be assessed during the Operational Flow Order, Critical Time, and Unilateral Action phases of Transporter's Operational Control Sequence, as defined in Section 37 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 6 of the General Terms and Conditions 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 or PALS RO, 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 13.6 of the General Terms and Conditions of this Tariff, charge any individual Shipper for service under this Rate Schedule PALS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate charged may not be less than the applicable minimum rate for service under Rate Schedule PALS set forth in this Tariff. Unless otherwise agreed in the PALS Agreement or PALS RO, Transporter may at any time further change such rate (subject to any restrictions as to maximum or minimum rates set out in this Tariff, the PALS Agreement and/or PALS RO) upon twenty-four (24) hours' verbal notice to Shipper, which notice shall be confirmed in writing. Such notification shall specifically state the effective date of such rate change and the quantity of Gas so affected. Transporter shall file with the FERC any and all reports as required by FERC's Regulations with respect to the institution or discontinuance of any discount.

6.6 All revenues collected and quantities retained by Transporter as a result of providing service under this Rate Schedule PALS shall be retained by Transporter, except as provided otherwise in the Tariff General Terms and Conditions or if Transporter has otherwise specifically agreed, or been ordered by FERC, to provide for a different disposition of such amounts.

7. QUANTITY

Each PALS RO shall specify in Dth the MAQ RO, and a daily schedule of the quantities (including the MDQ RO) to be parked and/or loaned under the specific transaction. The daily schedule of returned quantities by the Shipper or Transporter shall also be specified in the PALS RO. The quantities may be specified as a range of quantities (maximum and minimum aggregate and daily quantities and the related time periods) to be parked and/or loaned and returned, and the schedule may include the flexibility to do either a park or a loan within specified quantity and time limits. The schedule may provide for flexibility in total quantities and in the daily quantities parked and/or loaned, in the timing of the park or the loan (or any portion thereof), in the duration of the park and/or loan (or portion thereof) and/or in the timing of the completion of the park or loan (or portion thereof) by the return of Gas to the Shipper or to Transporter, and shall specify the limits of the flexibility allowed. Subject to the flexibility specified in the PALS RO, the MDQ RO shall be the maximum quantity Transporter is obligated, on an interruptible basis, to receive from or deliver to Shipper hereunder on the specified Day. The MAQ RO shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper hereunder on an interruptible basis for the specific transaction covered by the PALS RO. The minimum aggregate and daily quantities to be parked and/or loaned and returned on an interruptible basis shall also be specified in the PALS RO schedule. The sum total of a Shipper's MAQ ROs and MDQ ROs shall not exceed the MAQ and MDQ specified in the PALS Agreement. If a Shipper exceeds the timing parameter in the

applicable PALS RO (unless such failure is due to Transporter not confirming a Nomination properly submitted), it shall be subject to Overrun Service Charges consistent with Section 6.2 of this Rate Schedule.

8. MANDATORY BALANCING

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

8.2 Transporter shall require Mandatory Balancing effective the next Day prior to issuing Critical Time Operational Flow Orders pursuant to the notice provisions of Section 37.7 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 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 8.3(a), and the PALS RO shall be subject to termination in accordance with the terms of such notice. The provisions of Sections 8.4(a) and 8.4(b) hereof shall then apply.

8.4 (a) In the event that Shipper still has Gas parked at the end of the term of the PALS RO, Transporter will notify Shipper according to Section 8.3 above. If Shipper fails to comply with the notice pursuant to Sections 3 and 8.3 above, the remaining balance shall be forfeited to Transporter, free and clear of any adverse claims. The realized value, net of applicable costs, of such forfeited Gas is subject to refund in accordance with Section 37 of the General Terms and Conditions of this Tariff. For each Day during the period between the end of the

contract term and the last day of any remaining balance, Shipper shall pay Transporter the maximum applicable PALS rate pursuant to this Tariff, unless such other applicable balance and/or rate is agreed to in the PALS RO.

(b) Conversely, if the Shipper has not redelivered Gas which was loaned by Transporter by the end of the term of the PALS RO or within the timeframe specified in the notice in Sections 3 and 8.3 above, the Shipper must purchase the unreturned balance at 150% of the highest MIP (as defined in Section 12.3 of the Tariff General Terms and Conditions) in effect during the term of the applicable PALS RO. In the event that the information used to determine the MIPs for the term of the loan is not available, then the Shipper must purchase the unreturned balance at 150% of the highest MIP as described in Section 12.3(e) of the Tariff General Terms and Conditions. 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 charges set forth in Section 37 of the General Terms and Conditions of this Tariff.

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

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

8.5 (a) In circumstances where Shipper is unable to eliminate its PALS RO balance because Transporter is unable to accept the PALS RO Nomination, Shipper shall take any action to reduce the balance which Transporter can accommodate and Shipper shall be granted additional time to eliminate its PALS RO balance corresponding to the time Transporter was unable to accept the PALS RO Nomination. Shipper shall not incur any penalty as to that portion of the balance resulting from Transporter's inability to accept the PALS RO Nomination. Such extension shall only apply in instances where a Shipper's inability to eliminate the PALS RO balance is attributable to Transporter's inability to accept and confirm PALS RO Nominations. Shipper remains

responsible to nominate the appropriate level of transportation to meet Transporter's notification requirements.

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

9. GENERAL TERMS AND CONDITIONS

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

General Terms and Conditions

1. DEFINITIONS

AFFILIATE-SHIPPER

"Affiliate" or "Affiliate-Shipper" shall mean any person which directly or indirectly through one or more intermediaries, controls or is controlled by or under common control with another person.

AGREEMENT

"Agreement" shall mean a transportation agreement subject to, as applicable, Rate Schedule FTS, Rate Schedule FTB, Rate Schedule ITS, Rate Schedule WS, or Rate Schedule PALS. For transactions with a term of thirty-one (31) days or less, upon mutual agreement of the parties, the agreed-upon terms of service, the applicable unexecuted pro forma Transportation Service Agreement, the applicable rate schedule, and the General Terms and Conditions shall constitute the Agreement for purposes of this Tariff.

BACKHAUL

"Backhaul" shall mean the transportation of Gas which is nominated for receipt and delivery opposite of the designated flow direction on the mainline of Transporter's System.

BID VALUE

"Bid Value" shall mean the value assigned to a Qualified Bid or a Prearranged Release according to the bid evaluation procedures set forth in GTC Section 16.9 or, if applicable, the bid evaluation procedures set forth in the Capacity Release Request.

BUSINESS DAY

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

CAPACITY

"Capacity" shall mean the gas quantity which any particular segment or point of Transporter's facilities is capable of accommodating.

CAPACITY RELEASE REQUEST

"Capacity Release Request" shall mean the request that a Releasing Shipper submits to initiate the Capacity release procedure under GTC Section 16.

CONTRACT DEMAND

"Contract Demand" shall mean the MDQ as set forth in an Agreement.

DAY OR GAS DAY

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

DELIVERY POINT

"Delivery Point" shall mean any point at which Transporter delivers to or for the account of Shipper, gas which has been transported by Transporter under an Agreement.

DISCOUNTED RATE

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

DTH

"Dth" or "Dekatherm" as defined in NAESB WGQ Standard 1.3.1.

ELECTRONIC DATA INTERCHANGE ("EDI")

"EDI" shall mean Electronic Data Interchange.

ELIGIBLE FIRM TRANSPORTATION AGREEMENT

"Eligible Firm Transportation Agreement" shall mean a transportation agreement under Rate Schedule FTS or Rate Schedule FTB.

EQUIVALENT QUANTITIES

"Equivalent Quantities" shall mean the sum of the quantities of gas measured in Dth received by Transporter for the account of Shipper at the Receipt Points during any

given period of time: (a) reduced by (i) Shipper's pro rata share of Fuel Reimbursement pursuant to Section 38 of the General Terms and Conditions of this Tariff resulting from the operations of Transporter hereunder during the same period of time, and (ii) any gas vented as provided in Section 3.8 hereof during the same period of time; and (b) adjusted for any variations in Btu content, as corrected for any water vapor in excess of five (5) pounds per million (1,000,000) cubic feet of gas, it being the intent of the parties that the quantities of gas delivered hereunder at the Delivery Point after transportation be the thermal equivalent of the quantities of gas delivered at the Receipt Point for transportation, after reduction, correction and adjustment as provided above.

Each Shipper shall provide such Fuel pro rata to the actual Btus of gas delivered by such Shipper to Transporter during the period covered by the thermal balance; provided, however, that each Shipper shall be responsible for Unauthorized Overrun Gas delivered by Shipper to Transporter which is vented under Section 3.8. The formula used to determine the delivery quantity shall be: [1 - Fuel Reimbursement Percentage] multiplied by the receipt quantity (rounded to the nearest Dth).

EXISTING SYSTEM

"Existing System" shall mean the Capacity that existed on Trailblazer's system prior to the construction of facilities authorized by the Commission pursuant to an Order issued on May 18, 2001, in Docket No. CP01-64-000, 95 FERC ¶ 61,258. This Capacity as filed by Trailblazer is 522,263 Dth/Day of west to east forward haul Capacity.

EXISTING SHIPPER

"Existing Shipper" shall mean shippers who hold a contract(s), including Replacement Shipper contracts, for firm Capacity rights on the Existing System, and/or who are subject to the applicable Currently Effective Rates for Rates Schedules FTS and FTB Existing System transactions. Nothing in this definition shall limit the rights of Existing Shippers to flexibly use secondary receipt and delivery points and still retain their status as Existing Shippers subject to the applicable Currently Effective Rates for Rate Schedules FTS and FTB Existing System for usage within MDQ.

EXPANSION 2002

"Expansion 2002" or "Expansion System" shall mean the Capacity resulting from the construction of facilities authorized by the Commission pursuant to an Order issued on May 18, 2001, in Docket No. CP01-64-000, 95 FERC ¶ 61,258.

EXPANSION 2002 AGREEMENT

"Expansion 2002 Agreement" shall mean a firm Agreement under Rate Schedules FTS and FTB, including Replacement Shipper contracts, entered into between

Trailblazer and a Shipper for Capacity resulting from Expansion 2002, all Rate Schedule ITS Agreements and any quantities transported as Authorized Overrun Service or "Expansion System." Transactions under Expansion 2002 Agreements are subject to the Currently Effective Rates for Rate Schedules FTS and FTB Expansion System, or Rate Schedule ITS and Authorized Overrun Service, as applicable, plus the Currently Effective Fuel and/or Lost and Unaccounted For Reimbursement Percentage(s) and Expansion System Power Cost Tracker Rates, as applicable.

FERC

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

FUEL REIMBURSEMENT

"Fuel Reimbursement" shall mean Fuel quantities provided by Shippers to Transporter based upon the Fuel Reimbursement Percentage in effect under this Tariff and derived pursuant to Section 38.5(b)(ii) of these General Terms and Conditions.

GAS

"Gas" shall mean combustible hydrocarbon gas.

GAS DAY OR DAY

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

HEATING VALUE

"Heating Value" shall mean the number of Btus per cubic feet of gas at the base condition of 14.73 psia 60 degrees Fahrenheit dry. The Btu value will be determined utilizing the complete actual composition of the gas according to the methods in GPA Standard 2172, titled "Calculation of Gross Heating Value, Relative Density and Compressibility Factor for Natural Gas Mixtures from Compositional Analysis," and corrected to the base conditions. For reporting purposes, Btu conversion factors will be reported to not less than three (3) decimal places and Pressure Base conversion factors will be reported to not less than six (6) decimal places. For calculation purposes, not less than six (6) decimal places will be used for both conversion factors.

HUB

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

INTERACTIVE WEBSITE

The term "Interactive Website" shall mean the interactive internet website maintained by Transporter for communication regarding its transportation service in accordance with applicable Commission Regulations and NAESB WGQ Standards, as more fully described in Section 15 of these General Terms and Conditions.

INTRADAY NOMINATION

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

LOCATION

"Location" shall mean the Receipt or Delivery Point identification number associated with all of the Receipt or Delivery Points on Transporter's System. Such Locations can be found on Transporter's Interactive Website.

MAXIMUM BID QUANTITY

"Maximum Bid Quantity" shall mean the maximum amount of Capacity the Qualified Bidder agreed to accept in its Qualified Bid.

MINIMUM BID QUATITY

"Minimum Bid Quantity" shall mean the minimum amount of Capacity the Qualified Bidder agreed to accept in its Qualified Bid.

MCF

"Mcf" shall mean one thousand (1,000) cubic feet of gas.

MDQ

"MDQ" shall mean the maximum daily quantity of gas which Transporter is obligated to receive or deliver at each Receipt or Delivery Point or in the aggregate, as specified in the Agreement.

MONTH

"Month" shall mean the period beginning on the first Day of any calendar Month and ending on the first Day of the next succeeding calendar Month.

MONTHLY MAINTENANCE SCHEDULE

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

NAESB WGQ STANDARD

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

NEGOTIATED RATE

"Negotiated Rate" shall mean a rate which Transporter and Shipper have agreed will be charged for the service under Rate Schedule FTS, FTB, ITS, PALS, or WS where such rate may at all times or from time to time exceed the maximum rate for service under Rate Schedule FTS, FTB, ITS, PALS, or WS, as applicable. Any Agreement which provides for a rate under Rate Schedule FTS, FTB, ITS, PALS, or WS other than the applicable maximum rate shall contain a provision setting out the mutual agreement of the parties as to whether the pricing terms represent a Discounted Rate or a Negotiated Rate.

NEGOTIATED RATE FORMULA

"Negotiated Rate Formula" shall mean a rate formula which Transporter and Shipper have agreed will be applied to service under Rate Schedule FTS, FTB, ITS, PALS, or WS which may result in a rate which at all times or from time to time exceeds the maximum rate for service under Rate Schedule FTS, FTB, ITS, PALS, or WS, as applicable. Any Agreement which provides for a rate under Rate Schedule FTS, FTB, ITS, PALS, or WS other than the applicable maximum rate shall contain a provision setting out the mutual agreement of the parties as to whether the pricing terms represent a Discounted Rate or a rate pursuant to a Negotiated Rate Formula.

NOMINATION

"Nomination" shall mean the written requests for transportation submitted pursuant to Section 7 of these General Terms and Conditions.

OPERATIONAL BALANCING AGREEMENT ("OBA")

"OBA" shall mean a contract between two parties which specifies the procedures to manage operating variances at an interconnect.

ORIGINAL SHIPPER

"Original Shipper" shall mean the entity who is the Shipper under an Eligible Firm Transportation Agreement (other than through a Capacity release).

OVERRUN GAS

"Overrun Gas" shall mean those quantities of gas tendered for transportation by Shipper on any Day in excess of its currently effective Contract Demand or MDQ, to the extent such gas is scheduled under Section 7 of these General Terms and Conditions.

PIN

See Location.

POINT OPERATOR

"Point Operator" shall mean a party which physically operates facilities connected to Transporter's System for deliveries of Gas into, or receipts from, Transporter's System, or a third-party designated in writing by the party physically operating such facility. A Point Operator must comply with the Tariff.

POOLING

"Pooling" shall mean: 1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or 2) the dis-aggregation of gas from a single physical or logical point to multiple physical and/or logical points (NAESB WGQ Standard No. 1.2.3, V3.0).

POOLING POINT

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

PREARRANGED RELEASE

"Prearranged Release" shall mean the binding written release agreement between a Releasing Shipper and a Prearranged Shipper covering Eligible Firm

Transportation Agreement Capacity rights, the effectiveness of which is subject only to: (1) the prequalification of the Prearranged Shipper under GTC Section 16.14; and (2) the release of such Capacity rights to the Prearranged Shipper as provided by GTC Section 16.

(i) A Prearranged Release between a Releasing Shipper and an Asset Manager as that term is defined in 18 C.F.R. Section 284.8(h)(3), shall be defined for purposes of GTC Section 16, as a "Prearranged Asset Manager Release".

(ii) A Prearranged Release between a Releasing Shipper and a Marketer Participating in a State-Regulated Retail Access Program, as that term is defined in 18 C.F.R. Section 284.8(h)(4), shall be defined for purposes of GTC Section 16, as a "Prearranged Release to a Marketer Participating in a State-Regulated Retail Access Program".

(iii) A Prearranged Asset Manager Release and a Prearranged Release to a Marketer Participating in a State-Regulated Retail Access Program are exempt from the Open Season Requirements set forth in GTC Section 16.

PREARRANGED SHIPPER

"Prearranged Shipper" shall mean a person or entity prequalified under Section 16.14 who has entered into a Prearranged Release with a Releasing Shipper for Eligible Firm Transportation Agreement Capacity rights, including a Replacement Shipper under either a Prearranged Asset Manager Release, or a Prearranged Release to a Marketer Participating in a State-Regulated Retail Access Program.

PRIMARY DELIVERY POINT(S)

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

PRIMARY PATH

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

PRIMARY RECEIPT POINT(S)

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

PROSPECTIVE SHIPPER

"Prospective Shipper" shall mean those entities which do not have a currently effective Contract Demand.

QUALIFIED BID

"Qualified Bid" shall mean a binding bid prequalified under Section 16.14 by a Qualified Bidder for Capacity rights subject to a Capacity Release Request under GTC Section 16.

QUALIFIED BIDDER

"Qualified Bidder" shall mean any person or entity prequalified under Section 16.14 who bids for Capacity rights being released under GTC Section 16, including a Replacement Shipper under either a Prearranged Asset Manager Release, or a Prearranged Release to a Marketer Participating in a State-Regulated Retail Access Program.

RECEIPT POINT

"Receipt Point" shall mean any point at which gas is tendered by or for the account of Shipper to Transporter for transportation as specified in an Agreement or as applicable to service under such Agreement by operation of this Tariff.

RECEIPT QUANTITIES

"Receipt Quantities" shall mean the nominated or allocated quantities of natural gas received by Transporter at the various Receipt Points on Transporter's system, including quantities received pursuant to Section 38 of the General Terms and Conditions of this Tariff.

RECOURSE RATE

"Recourse Rate" shall mean the applicable maximum rate which would apply to that service as shown in the applicable rate schedule as shown in the Currently Effective Rates Section of this Tariff but for the rate flexibility allowed under Section 35 of these General Terms and Conditions.

RELEASED FIRM TRANSPORTATION AGREEMENT

"Released Firm Transportation Agreement" shall mean the agreement between Transporter and a Replacement Shipper or a Subreplacement Shipper by which the Replacement Shipper or Subreplacement Shipper confirms the receipt of Capacity rights under an Eligible Firm Transportation Agreement released by a Releasing Shipper under GTC Section 16.

RELEASING SHIPPER

"Releasing Shipper" shall mean any Shipper holding Capacity rights under an Eligible Firm Transportation Agreement or Released Firm Transportation Agreement who has released or seeks to release such Capacity rights pursuant to GTC Section 16.

REPLACEMENT SHIPPER

"Replacement Shipper" shall mean a Shipper receiving Capacity rights under an Eligible Firm Transportation Agreement pursuant to a direct release from an Original Shipper under GTC Section 16.

REQUESTS FOR CAPACITY

"Requests for Capacity" shall mean a written request by any Prospective Shipper for Capacity or by an Existing Shipper for additional Capacity under applicable Rate Schedules.

SECONDARY DELIVERY POINTS

"Secondary Delivery Points" shall mean those Delivery Points on Transporter's System not listed as primary on Shipper's Service Agreement that Shipper can nominate service from time-to-time subject to the applicable Rate Schedule and these General Terms and Conditions.

SECONDARY RECEIPT POINTS

"Secondary Receipt Points" shall mean those Receipt Points on Transporter's System not listed as primary on Shipper's Service Agreement that Shipper can nominate service from time-to-time, subject to the applicable Rate Schedule and these General Terms and Conditions.

SHIPPER

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

SHORT-TERM PREARRANGED RELEASE

"Short-Term Prearranged Release" shall mean a Prearranged Release with a term of thirty-one (31) days or less.

SUBREPLACEMENT SHIPPER

"Subreplacement Shipper" shall mean a Shipper receiving Capacity rights released from an Eligible Firm Transportation Agreement by a Replacement Shipper or a Subreplacement Shipper under GTC Section 16.

SYSTEM

"System" shall mean the pipeline, any compression, and related facilities owned by Transporter.

UNACCOUNTED FOR GAS

"Unaccounted For Gas" shall mean the thermal equivalent of the difference between the sum of all input quantities of gas to the System and the sum of all output quantities of gas from the System, which difference shall include but shall not be limited to gas vented (other than gas vented pursuant to Section 3.8 of these General Terms and Conditions) and gas lost as a result of an event of Force Majeure, the ownership of which cannot be reasonably identified, but shall not include Fuel.

UNAUTHORIZED OVERRUN GAS

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

WINNING BID VALUE

"Winning Bid Value" shall mean the highest possible total Bid Value achievable under Section 16.9 for the Capacity Release Request from the Qualified Bids consistent with the Capacity Release Request and GTC Section 16.

YEAR

"Year" shall mean a period of three hundred sixty-five (365) consecutive days or three hundred sixty-six (366) consecutive Days if such period includes February 29.

2. EXPANSION OF THE SYSTEM

Transporter may be willing to expand the System to make capacity available to a Shipper under Rate Schedule FTS whenever such an expansion is deemed, in Transporter's sole judgment, economically and technically feasible, subject to the following conditions:

(a) Transporter does not have adequate unutilized capacity in the System to accommodate the Nominations or Requests for Capacity of Existing and Prospective Shippers accepted by Transporter pursuant to this Tariff.

(b) Transporter has received an executed revised Agreement from each Existing and Prospective Shipper requesting capacity such that the total Contract Demands of all Existing and Prospective Shippers under executed Agreements substantially equals the prospective new System capacity.

(c) The nature, extent and timing of facilities required for any expansion shall be at the sole discretion of Transporter.

(d) Transporter receives acceptable assurance that Shipper requesting additional capacity meets the credit criteria outlined herein.

3. REQUEST FOR AND ALLOCATION OF FIRM CAPACITY AND PRIORITY OF SERVICE

3.1 REQUEST FOR AND ALLOCATION OF FIRM CAPACITY

(a) GENERAL

This Section 3.1 governs the request for and allocation of firm Capacity on Transporter's System among entities requesting firm services. In assigning priority to otherwise valid requests for any particular firm service, Transporter shall afford priority based on rate, term, and quantity, applying consistent and objective economic criteria. In applying such criteria where a Negotiated Rate or Negotiated Rate Formula is involved, the value assigned to a request which includes a Negotiated Rate or Negotiated Rate Formula shall be limited by the Recourse Rate as provided in Section 35 of these General Terms and Conditions. Transporter shall not be required to grant otherwise valid requests at less than the applicable maximum rate, but may do so on a non-discriminatory basis.

(b) Notice of Available Firm Capacity. Transporter will continuously post the availability of Capacity on the Informational Postings portion of its Interactive Website, pursuant to Section 284.8(b)(3) of the Commission's Regulations. Posted available firm Capacity, not subject to an open season or auction, will be awarded to a first-in-time Shipper that has submitted to Transporter a request for such firm Capacity at the maximum Recourse Rate. Any Capacity not awarded at the maximum Recourse Rate may be awarded on a not unduly discriminatory basis to Shippers submitting requests for such firm Capacity at an acceptable rate less than the maximum Recourse Rate.

(c) Qualifications for Bidding. Any party wishing to request service hereunder must comply with the requirements of Section 14 of the General Terms and Conditions of this Tariff prior to submitting a request for Capacity ("Approved Bidder").

(d) Bidding for Firm Capacity.

(1) A Party desiring to obtain firm Capacity from Transporter (by prearrangement or by bidding in an open season posted for competitive bidding) must submit a request for the service by electronic means. Parties are free to offer any price, designate any term, and request any available Primary Receipt and/or Primary Delivery Points. Unless otherwise specified in the posting, a bidder may bid on all or any portion of the term for which the firm Capacity is available and on all or any portion of the Capacity available; provided, however, a bidder will not be required to bid on multiple packages of Capacity, regardless of other posting specifications. Unless otherwise stated in the open season, all bids in an open season shall be binding on the bidding Party(s).

(2) Transporter may agree, on a not unduly discriminatory basis, to include allowances for changes in MDQ (*e.g.,* for seasonal service), during the term of the request. For prearranged Capacity or Parties submitting bids in an open season, which include the changes in MDQ, Transporter, in its determination for awarding Capacity, will consider the changes in its award calculations.

(3) A request for service can be received and processed more than 90 Days prior to the commencement of service if the request is associated with an open season (whether for new or prearranged capacity), new supply being attached to Transporter's System, termination of an existing contract on another pipeline, construction of new facilities required to serve a new receipt or delivery point, or the construction and/or modification of facilities that will result in a material increase in Gas usage or production.

(e) Requests for Discounts. Transporter is not obligated to accept any request or bid that is for less than the maximum rate as stated in the Statement of Rates set forth in this Tariff.

(f) Notice of Prearranged Capacity. Transporter may pre-arrange with any party for firm Capacity; provided, however, the firm Capacity has been previously posted as available. Transporter will post the prearranged transaction on the Interactive Website for a period of three (3) Business Days for Capacity being offered for a term of greater than one (1) Month and for a period of at least one (1) hour for Capacity being offered for a term of one (1) Month or less ("Bid Period"). Other parties may submit competing bids for the Capacity pre-arranged by Transporter during the Bid Period. All bids shall be evaluated according to the terms and the net present value method set forth in the Section 3.1(i) of the General Terms and Conditions of this Tariff or other method as may be defined by Transporter in an open season. In accordance with Sections 3.1(h) and 3.1(i), Transporter shall include in the open season posting the criteria to be considered as part of the bid evaluation methodology and the weighting, if applicable, to be given to such criteria. If no higher offer is received during the Bid Period, the pre-arranged party shall receive the Capacity. If a higher offer is received, the pre-arranged party will be permitted to match the offer and receive the Capacity from Transporter. If the pre-arranged party does not elect to match the highest offer, the party making the highest offer will be awarded the Capacity.

(g) From time-to-time, Transporter may post an open season for the purposes of obtaining competitive bids for specific firm Capacity (e.g., expiring, non-ROFR, relinquished, or new Capacity). Such open season shall be maintained, and bids accepted for a period of at least three (3) Business Days for Capacity being offered for a term of greater than one (1) Month and bids accepted for a period

of at least one (1) hour for Capacity being offered for a term of one (1) Month or less.

(h) An open season posting shall constitute an announcement of Capacity availability (Capacity Announcement) and shall include at least the following information:

(1) MDQ stated in Dth/Day;

(2) Primary Receipt and Primary Delivery Points at which Capacity is available and the firm quantities at such points;

(3) Effective date;

(4) Term;

(5) Applicable rates for the service;

(6) Minimum conditions;

(7) The criteria by which bids are to be evaluated; and

(8) Whether the Capacity is subject to right of first refusal.

(i) Awarding of Capacity. Bids will be evaluated based on one of the following criteria for determining the economic value, as specified by Transporter in its open season posting: 1) Reservation Rate; 2) Total Reservation Revenues; 3) Net Present Value; or 4) a different bid evaluation methodology expressly set forth in the posting. Net Present Value shall mean a standard net present value calculation based on a stream of revenues for the term of the bid, discounted by an appropriate interest rate, to determine the highest incremental revenue stream. Transporter shall award Capacity to the Approved Bidder(s) with the highest economic value bid. Two or more bids of equal economic value will be allocated as stated in the open season posting and Transporter may aggregate two or more bids for one or more bid packages.

If Transporter elects to award Capacity based on the Net Present Value, Transporter shall specify in its open season posting either the total net present value or the net present value divided by the quantity bid.

The bid evaluation procedure set forth in this Section 3.1(i) shall only consider bids to the extent they provide for an objectively quantifiable payment by the Approved Bidder. A bid that includes a reservation rate that is higher than Transporter's currently effective Recourse Rate or based on a percentage of Transporter's reservation rate shall be evaluated by Transporter based solely on the Recourse Rate being charged by Transporter for such service as of the end

of the open season. Transporter reserves the right to reject non-conforming bids or bids from a non-Approved Bidder.

Transporter may apply a bid evaluation procedure which modifies or is different than set forth in this Section 3.1(i) pursuant to the bid evaluation procedure set forth in the open season posting. Transporter shall include in the open season posting the criteria to be considered as part of the bid evaluation methodology and the weighting to be given to such criteria. Transporter is not obligated to award firm Capacity based on a request at less than the applicable Recourse Rate, but any Capacity award must be consistent with this Section 3.1(i) or as stated in the terms of the open season posting, if there are competing valid requests.

If Transporter elects to award Capacity through an open season, Transporter shall post the economic value of the winning bid(s), the term and quantity of the winning bid(s), and the identity of the winning bidder(s) on Transporter's Interactive Website within five (5) business days of the close of the open season.

(1) Non-acceptable bids or no bids received. If no bids, or no acceptable bids are received during an open season, Transporter may sell the Capacity to any Shipper without initiating a new bidding process.

(2) Short-term contracts. Where a Capacity bid results in a contract term of one Month or less, Transporter may re-sell the Capacity at the end of the contract term without initiating a new bidding process.

(3) Minimum terms. Transporter shall not be obligated to sell firm Capacity for a term of less than one (1) Month.

(j) Rollover and Right of First Refusal. Section 3.1 shall not apply where a Shipper is utilizing a Contractual Rollover Right or a Right of First Refusal. Instead, the procedures in Sections 18.3 and 18.2 will govern the award of Capacity.

(k) Where firm Capacity is awarded commencing on a future date and such Capacity is not already subject to firm contract(s) for the entire interim period before such future service commencement date, Transporter will offer such Capacity for the interim period until service under the Capacity award becomes effective.

(l) Capacity Reserved for Expansion Projects. Notwithstanding any other provision of this Section Transporter reserves the right, but shall not be obligated, to reserve for expansion projects Capacity which is or will become available pursuant to Section 2 of these General Terms and Conditions. Expansion projects can encompass Capacity on Transporter's existing System which will or may be needed by a Shipper in conjunction with Capacity which may be acquired by that Shipper in a future expansion project.

If Transporter reserves Capacity for an expansion project, it will notify Shippers of its intent as part of its posting of Capacity on its Interactive Website. Transporter's posting for reserved Capacity for future expansion projects shall include the following information:

(1) a description of the project for which the Capacity will be reserved;

(2) the total quantity of Capacity to be reserved;

(3) the location of the proposed reserved Capacity on the pipeline System;

(4) when, Transporter anticipates that an open season for the Capacity will be held or the reserved Capacity will otherwise be posted for bids, but not later than one (1) year from the date that Transporter posts such Capacity as being reserved;

(5) the projected in-service date of new facilities; and

(6) on an ongoing basis, how much of the reserved Capacity has been sold on a limited-term basis that would otherwise be eligible for a right of first refusal.

Transporter may only reserve Capacity for expansion projects for a period not to exceed 12-Months prior to Transporter filing for approval of such project with FERC to the extent such approvals are required and thereafter until such expansion facilities are placed into service.

3.2 INTERACTIVE AUCTION PROCEDURES

(a) Transporter may auction firm Capacity via its Interactive Website pursuant to requests for firm Capacity terms and conditions in Section 3.1 and this Section 3.2.

(b) Transporter shall post the auction notice on its Interactive Website at least 24 hours prior to the commencement of the bidding period for Capacity available for a term one (1) Month or less and at least three (3) Business Days prior to the commencement of the bidding period for Capacity available for a term of greater than one (1) Month. The notice will include at least the information in Section 3.1(h).

(c) Auction Bid Period:

The auction will be open for bidding according to the following schedule or other schedule as may be defined by Transporter in the auction notice:

Term of Service	Auction Bid Period
≤ 1 Month	1 Business Day
> 1 Month	3 Business Days
Prearranged Capacity	3 Business Days

(d) Bidding and Awarding on Discounted Capacity:

(1) From 10:00 a.m. to 11:00 a.m. CCT each Day during the Auction Bid Period bids and revisions which increase existing bids may be submitted, unless otherwise stated in the auction notice. A bid must include the rate and the MDQ. The posted MDQ may not be increased and the posted term cannot be changed. All bids are considered binding upon receipt by Transporter; however, a bidder may withdraw its bid prior to the close of the Auction Bid Period. If a bidder withdraws a bid, it is precluded from submitting a lower bid for the Capacity.

(2) The bid that offers the highest per Dekatherm rate for some or all of each primary pair MDQ shall be deemed to be the "best bid."

If the auction is pursuant to an Internet notice posted by Transporter on its Internet Website, Transporter shall enter into an Agreement with the Shipper that submitted the "best bid."

If the auction is pursuant to a Request for Service, the "best bid" for each primary point pair MDQ will be presented to the Shipper submitting the original service request ("Original Shipper"). The Original Shipper will have the opportunity to match the "best bid" before 4:00 p.m., Central Clock Time, of the second Business Day following the close of the Auction Bid Period. If the Original Shipper timely matches the "best bid", or if no "best bid" is submitted, Transporter shall enter into an Agreement with this Original Shipper. If the Original Shipper does not match the "best bid", Transporter shall enter into an Agreement with the Shipper that submitted the "best bid."

(3) Transporter may apply a bid evaluation procedure which modifies or is different than set forth in this Section 3.2(d) pursuant to the auction notice. Transporter shall include in the auction posting the criteria to be considered as part of the bid evaluation methodology and the weighting to be given such criteria.

(e) Bidding and Awarding on Recourse Rate Requests:

(1) From 10:00 a.m. to 11:00 a.m. CCT each Day during the Auction Bid Period, bids which increase the requested/minimum term by at least monthly increments may be submitted, unless otherwise stated in the auction notice. A bid must include the term and may include a lesser MDQ. The posted MDQ cannot be increased. All bids are considered binding upon receipt by Transporter; however, a bidder may withdraw its bid prior to the close of the Auction Bid Period. If a bidder withdraws a bid, it is precluded from submitting a bid for a lesser term.

(2) The bid that offers the longest Agreement term shall be deemed to be the "best bid."

If the auction is pursuant to an Internet notice posted by Transporter on its Internet Website, Transporter shall enter into an Agreement with the Shipper that submitted the "best bid."

If the auction is pursuant to a Request for Service, the "best bid" for each primary point pair MDQ will be presented to the Original Shipper. The Original Shipper will have the opportunity to match the "best bid" before 4:00 p.m., Central Clock Time, of the second Business Day following the close of the Bid Period. If the Original Shipper timely matches the "best bid", or if no "best bid" is submitted, Transporter shall enter into an Agreement with this Original Shipper. If the Original Shipper does not match the "best bid", Transporter shall enter into an Agreement with the Shipper that submitted the "best bid."

(3) Transporter may apply a bid evaluation procedure which modifies or is different than set forth in this Section 3.2(e) pursuant to the auction notice. Transporter shall include in the auction posting the criteria to be considered as part of the bid evaluation methodology and the weighting to be given such criteria.

(f) Execution of Agreement:

The Shipper awarded Capacity in (d) or (e) above is required to execute an Agreement within two (2) Business Days of its tender by Transporter if the Agreement term is two (2) years or less or within five (5) Business Days if the Agreement term is greater than two (2) years, notwithstanding the Agreement must be executed at least one (1) Day prior to the effective date of the Agreement. If the Shipper fails or refuses to execute the Agreement within the applicable time period, the Shipper shall forfeit all rights and entitlement to the subject Capacity and may be precluded from participation in future auctions. The Capacity will be offered to the bidder with the next highest bid (as defined herein) and such bidder, if they accept the offer, will

be required to execute an Agreement as provided in this section. Any Shipper who fails to timely execute an Agreement will be required to pay Transporter an amount equal to any positive price difference between the best bid when the Capacity is resold and the price established in the Shipper's best bid multiplied by the MDQ provided in Shipper's best bid.

(g) Winning Bid. Transporter shall post after-the-fact the NPV, term, and quantity of the winning bid for each auction.

3.3 PRIORITY OF SERVICE - SCHEDULING OF FIRM SERVICES

(a) While firm services are not ordinarily interrupted due to lack of Capacity, Capacity constraints may exist from time to time or interruption of service may be necessary for certain other reasons. Transporter may decline to schedule and/or may curtail firm service for any of the following reasons:

(1) If Shipper tenders gas which does not conform to the applicable pressure or quality requirements of these General Terms and Conditions;

(2) For reasons of Force Majeure;

(3) Due to routine repair and maintenance to be reasonably determined by Transporter;

(4) Pursuant to Section 3.10 of these General Terms and Conditions;

(5) To rectify imbalances or to conform physical flows to nominations to the extent consistent with the specific Rate Schedule;

(6) To maintain System integrity; or

(7) If there is a dispute over title, ownership or right to tender or to receive gas.

Without limitation to the foregoing, Transporter shall have the right to reduce receipts or deliveries of natural gas on any Day below Shipper's MDQ to permit maintenance, repair, overhaul, replacement, or construction of pipelines, compressors, metering, regulating, or other transmission facilities and equipment, or to maintain System integrity; provided, however, that with respect to routine repair and maintenance, Transporter will attempt to schedule such activity during a period when it will not result in curtailment to firm services, or when such curtailment will be minimized, after consulting with the Shippers which could be affected.

(b) For the purposes of scheduling and curtailing gas, all firm services shall have priority within MDQ over all interruptible services. All firm services at primary points shall have equal priority to Transporter's System Capacity. Service requested at secondary points shall have the priority described in Section 3.4. To the extent Capacity does not exist to provide for all quantities nominated by Shippers on a firm basis within MDQ at primary points and along any path defined by primary points under all firm Rate Schedules, scheduling and curtailment shall be pro rata based on the MDQ on any portion of Transporter's System affected by a Capacity constraint.

(c) For Shippers under all firm services, Transporter shall provide notice of any curtailment or of any scheduling restriction as far in advance as feasible. Transporter shall attempt to provide at least two (2) days' prior notice, unless more timely action is necessary to respond to a Force Majeure situation, to balance the Agreement to the extent consistent with the applicable Rate Schedule, or to maintain System integrity.

(d) Transporter and a Shipper under any firm service may add or delete Primary Delivery or Receipt Points from time to time by mutual agreement. Subject to the availability of firm Capacity at the requested point, Transporter shall agree to any such change in Primary Delivery or Receipt Point to the extent such new point is within the transportation path of the existing primary points. At other points, Transporter shall agree to a change to the extent that firm transmission and point Capacity is available after taking into account existing Capacity commitments under other firm Agreements.

(e) Firm Intraday Nominations are entitled to bump scheduled interruptible quantities, as defined in Sections 3.6 and 3.8, only during the Evening, Intraday 1, and Intraday 2 Nomination Cycles, as defined in Section 7.2. Firm Intraday Nominations are not entitled to bump already scheduled firm quantities.

3.4 SCHEDULING OF SECONDARY POINTS

(a) Shippers under Rate Schedule FTS shall have the right to use all Receipt and Delivery Points on Transporter's System as Secondary Receipt and Delivery Points. The MDQ at any secondary point shall be equal to the aggregate MDQ. The priority of service at secondary points under Rate Schedule FTS shall be governed by the remainder of this Section 3.4.

(b) Service at the Secondary Receipt and Delivery Points shall be provided to the extent Capacity is available at such points after all nominations for primary point service under all of Transporter's firm Agreements have been satisfied. No secondary point service shall be provided in excess of a Shipper's secondary point MDQ except as overrun service. Unless a

Capacity constraint exists at the point, a secondary point nomination at a point within a path created by Shipper's primary points shall be treated the same as a nomination by Shipper at a primary point. For a secondary point outside such a path, service at the point and service to or from the point shall have priority over interruptible service but shall be subordinate to nominations for primary point service. Service to or from such a secondary point outside the path shall also be subordinate to secondary point service within the path to the extent both services utilize the same Capacity. If a Capacity constraint exists at the point, subsection (c) shall govern. If a Capacity constraint exists on a path, subsection (d) shall govern. Secondary point service shall not be subject to curtailment or allocation [except as set out in Section 3.3(a)] if no Capacity constraint exists at the point or path on any segment to or from the point or path.

(c) If nominations by all Shippers for secondary point service for which such Shippers are eligible exceed Transporter's available Capacity at any secondary point, available Capacity shall be allocated and scheduled pro rata based on each Shipper's confirmed nomination, within MDQ, at the secondary point. If curtailment is necessary, such curtailment shall be pro rata based on each Shipper's confirmed nomination, within MDQ, at that secondary point. Shippers utilizing points within the Primary Path as secondary service shall have a higher priority than Shippers utilizing points outside the Primary Path as secondary service. This priority applies for service at constrained points and paths.

(d) If nominations by all Shippers for secondary point service for which such Shippers are eligible exceed Transporter's available Capacity on the applicable path, available Capacity shall be allocated and scheduled pro rata based on a Shipper's confirmed nominations within MDQ. If curtailment is necessary, such curtailment shall be pro rata based on a Shipper's confirmed nominations, within MDQ, for the applicable path. Shippers utilizing points within the Primary Path as secondary service shall have a higher priority than Shippers utilizing points outside the Primary Path as secondary service. This priority applies for service at constrained points and paths.

(e) Properly submitted and confirmed firm service nominations at primary points will supersede any secondary point service. Properly submitted and confirmed nominations at secondary points within a path created by primary points will supersede secondary point service outside the path unless the Capacity constraint is only at the point. Confirmed nominations within MDQ at a secondary point by a holder of firm service will interrupt service at that point under any interruptible Rate Schedule.

(f) The Primary Receipt and Delivery Points define the Primary Path(s), including the direction of "forward" flow for the Primary Path(s). Shippers may nominate service at secondary points or as a Backhaul, but if a Backhaul, such nomination shall be treated as being outside of the Primary Path.

3.5 POOLING POINT

Service at the Pooling Point shall be governed by Section 8 of these General Terms and Conditions. Transporter shall determine the quantities which can be accommodated at the Pooling Point as follows:

Transporter shall evaluate the Capacity available both: (1) upstream and at Receipt Points for Gas tendered pursuant to the Agreement(s) under which Gas is nominated for delivery to the Pooling Point; and (2) downstream and at Delivery Points under the Agreement(s) pursuant to which Gas is nominated to be received from the Pooling Point. Gas shall not be confirmed at the Pooling Point to the extent Capacity constraints exist which affect any such receipts or deliveries, applying the priorities set out elsewhere in this Section.

3.6 SCHEDULING OF INTERRUPTIBLE AND OVERRUN SERVICES

This Section 3.6 governs the priority of interruptible services, including overrun, other than secondary point services under firm Agreements, on Transporter's System. All interruptible services, including overrun, shall have equal priority for Capacity in accordance with the procedures set out in this Section 3.6.

(a) Service within MDQ under any firm Rate Schedule shall have priority over all interruptible and overrun services. Confirmed nominations under any firm Agreement, including service at secondary points, shall have priority over all interruptible service and overrun services. If more than one such Shipper tenders Gas at a point, receipts shall be allocated among such Shippers in accordance with the sequences set out in the remainder of this Section.

(b) Transporter's interruptible transportation service, interruptible parking and lending service, and interruptible wheeling service, including overrun, other than service at secondary points under firm Agreements (which is covered in Section 3.4), shall be provided to the extent Capacity is available after scheduling all of Transporter's firm transportation service at primary and/or secondary points. Transporter may decline to schedule and/or may curtail interruptible service for any of the following reasons:

(1) If Shipper tenders Gas which does not conform to the applicable pressure or quality requirements of these General Terms and Conditions;

(2) For reason of Force Majeure;

(3) Due to routine repair and maintenance to be reasonably determined by Transporter;

(4) Pursuant to Section 3.10 of these General Terms and Conditions;

(5) To rectify imbalances or to conform physical flows to nominations to the extent consistent with the specific Rate Schedule;

(6) To maintain System integrity;

(7) If there is a dispute over title, ownership or right to tender or receive Gas; or

(8) If Capacity is required to provide a service with higher priority.

(c) (1) If nominations under interruptible Agreements on any Day exceed Transporter's available Capacity on that Day to provide such services, Transporter shall, to the extent possible given the priorities imposed by upstream or downstream transporters, allocate available Capacity as set out in this subsection (b) among Shippers which have executed interruptible Agreements.

(i) Transporter shall schedule interruptible services (including authorized overrun) based on the rate to be paid, from highest to lowest daily rate, with service for which the highest daily rate being paid is scheduled first. Any Shipper paying the maximum rate applicable to its service (or revenue equal to or greater than the applicable maximum rate pursuant to a Negotiated Rate or Negotiated Rate Formula) shall be afforded highest priority even if a Shipper which has agreed to a Negotiated Rate or Negotiated Rate Formula is paying a higher unit rate.

(ii) In the event there is insufficient Capacity to schedule all interruptible services for which the same rate is to be paid, Transporter shall allocate the available Capacity pro rata based on the confirmed nomination quantity.

(2) Notwithstanding Section 3.6(b)(1) hereof, Transporter reserves the right, after a one (1) Day notice, to interrupt service to any interruptible Shipper paying a discount rate to enable Transporter to provide service to another Shipper if such service would result in a

higher unit rate; provided, however, that Transporter will not interrupt service to a Shipper paying the applicable maximum rate (or revenue equal to or greater than the applicable maximum rate pursuant to a Negotiated Rate or Negotiated Rate Formula) even if a Shipper which has agreed to a Negotiated Rate or a rate under a Negotiated Rate Formula would pay a higher unit rate. Within such one (1) Day period, Shipper shall be allowed to increase its rate by any amount up to the applicable maximum rate specified in this Tariff. A Shipper agreeing to increase its rate hereunder shall be entitled to any higher priority associated with such higher rate; provided, however, that any Shipper paying the maximum rate applicable to its service (or revenue equal to or greater than the applicable maximum rate pursuant to a Negotiated Rate or Negotiated Rate Formula) shall be afforded highest priority even if a Shipper which has agreed to a Negotiated Rate or Negotiated Rate Formula is paying a higher unit rate. Among Shippers paying less than the applicable maximum rate, priority shall be determined based on rate level. Among Shippers agreeing to pay the same rate as of the termination of the one (1) Day notice period, the priorities set out in Section 3.6(b)(1) shall apply. No Shipper may obtain a higher priority during any period of interruption to which a notice relates by agreeing to an increased rate after the end of the one (1) Day notification period.

(d) Transporter shall redetermine the priority of each Shipper under this Section 3.6 and reallocate Capacity hereunder on a daily or such other periodic basis as is necessary for Transporter to recognize the priority of new Shippers or any changes in the priorities of existing Shippers, to assure service to its firm Shippers and to accommodate the operational requirements of its System. The priorities hereunder shall be applied on an Agreement-by-Agreement basis.

(e) An Agreement under Rate Schedule ITS will include all Receipt and all Delivery Points available on Transporter's System. Notwithstanding the foregoing, a Shipper may not utilize a point for which there is no regulatory authorization to receive or deliver Gas under the Agreement.

3.7 CAPACITY CONSTRAINTS

If Transporter experiences a Capacity constraint on a portion of its System or at specific points, it shall (to the extent practicable), apply the scheduling and curtailment provisions hereof, for both firm and interruptible services, only to those Shippers with service affected by that portion of the System or at those points. Transporter shall endeavor to restrict curtailment to as limited a geographical area, number of Shippers and services as reasonably feasible, given the operational capabilities of its System.

3.8 UNAUTHORIZED OVERRUN

No Shipper shall have any right to tender Unauthorized Overrun Gas. Unauthorized overruns are subject to penalty as set out in the individual Rate Schedules. To the extent Transporter is unable to transport Unauthorized Overrun Gas without jeopardizing the safety of Transporter's operations and/or its ability to meet its contractual obligations to other Shippers, such decisions to be solely within the judgment and discretion of Transporter, Transporter shall have the right to vent, without incurring any liability to Shipper, or any third party, such Unauthorized Overrun Gas as it is unable to transport. However, Transporter shall use its best efforts to avoid or minimize such venting.

3.9 OTHER TRANSPORTERS

Transporter's application of the priorities hereunder shall be subject to the actions of other transporters delivering or receiving Gas on behalf of Shippers.

3.10 DELINQUENCY IN PAYMENT

(a) Irrespective of any otherwise applicable priority, Transporter may suspend service to any Shipper which is delinquent in payments under any Agreement, subject to the following conditions:

(1) Transporter shall give Shipper written notice of the delinquency and of Transporter's intent to suspend service if the deficiency is not cured. If the delinquency is not remedied within fifteen (15) days of such notice, Transporter may suspend service. Transporter shall simultaneously provide written notice to the Commission of any such suspension; and

(2) If a Shipper which has been deficient in payment hereunder is again deficient in payment within six (6) Months after the prior deficiency, then Transporter may suspend service to such Shipper within five (5) Business Days after providing notice hereunder unless Shipper remedies the deficiency within that time period.

(b) In addition to or in lieu of suspension, Transporter may terminate service if the Shipper fails to remedy a delinquency in payment. Any such termination requires thirty (30) days' prior notice to Shipper and to the Commission. Such notice may be given simultaneously with the notice under Section 3.10(a)(1) of these General Terms and Conditions or with the notice under Section 3.10(a)(2) of these General Terms and Conditions. To avoid termination, the Shipper must remedy the deficiency within this notice

period. Transporter shall concurrently notify the Commission of any actual termination of service under this provision.

(c) Transporter may not assess reservation charges to a Shipper for suspended service and a Shipper may not release or recall firm Capacity which is subject to suspension.

(d) In the event of a good faith billing dispute, withholding of payment for the amount in dispute by Shipper shall not be considered a delinquency in payment, consistent with Section 13 of these General Terms and Conditions.

(e) Transporter may not take any action under this Section 3.10 which conflicts with any order of the U.S. Bankruptcy Court.

4. RECEIPT POINTS

4.1 FACILITIES AT RECEIPT POINTS

Unless otherwise agreed by Transporter, Transporter shall own, operate and maintain all pipeline and measurement facilities necessary to receive and measure gas hereunder. In the event any such facilities are installed by Transporter, Section 6 of these General Terms and Conditions shall apply.

4.2 OBLIGATION

Transporter's maximum obligation to receive gas at the Receipt Point(s) under the Agreement shall never exceed the lesser of: (a) the applicable MDQ under the Agreement in the aggregate or at individual points, as specified in the Agreement or as applicable at such point under this Tariff; or (b) the total daily quantity Shipper or its designee is able and willing to tender at the Receipt Point(s).

4.3 LOCATION

Unless otherwise described in the Agreement, the Receipt Point(s) for transportation Agreements shall be located at the interconnection between the facilities of Shipper, or its designee, and the facilities of Transporter.

5. DELIVERY OF GAS FOR THE ACCOUNT OF SHIPPER

5.1 DELIVERY QUANTITIES

Commencing on the date of first acceptance by Transporter of natural gas delivered by or on behalf of Shipper at the Receipt Point(s) pursuant to an Agreement, and continuing thereafter during the term of that Agreement, Transporter shall deliver Equivalent Quantities, or cause Equivalent Quantities to be delivered in uniform hourly amounts to Shipper, or to a mutually agreeable third party for Shipper's account, at the Delivery Point(s) described in the Agreement or applicable to the Agreement under this Tariff. In determining Equivalent Quantities, Transporter shall retain gas in kind for Fuel Reimbursement, based on the method set out in Section 38 of the General Terms and Conditions of this Tariff.

5.2 DELIVERY FACILITIES

Unless otherwise agreed by Transporter, Transporter shall own, operate and maintain all pipeline and measurement facilities necessary to deliver and measure gas hereunder. In the event any such facilities are installed by Transporter, Section 6 of these General Terms and Conditions shall apply.

5.3 OBLIGATIONS

Transporter's maximum obligation to deliver gas at the Delivery Point(s) under an Agreement shall never exceed the lesser of: (a) the applicable MDQ under the Agreement in the aggregate or at each point as specified in the Agreement or as applicable to any point under this Tariff; or (b) the total daily quantity Shipper or its designee is willing and able to receive at the Delivery Point(s).

5.4 LOCATION

Unless otherwise described in an Agreement, the Delivery Point(s) for transportation Agreements shall be located at the interconnection between the facilities of Shipper or its designee, and the facilities of Transporter.

6. NEW FACILITIES CHARGE

6.1 When new and/or expanded facilities are required to accommodate receipt and/or delivery of gas under a request for new service, and Transporter determines that installation of such facilities will not impair service to any Existing Shipper or threaten the integrity of Transporter's System, Transporter will construct such facilities, subject to Sections 2, 6 and 25 of these General Terms and Conditions and subject to provisions contained in each applicable transportation rate schedule.

6.2 Shipper Reimbursement. Shipper may be required to reimburse Transporter, on mutually agreeable terms, for costs associated with constructing and operating facilities under this Section 6. Such mutually agreed upon reimbursement may be in the form of an incremental rate, an operations fee, a lump sum payment, or a mutually agreed upon method, including, without limitation, reimbursement for any associated tax effects reflected in Section 6.4 below. Transporter may waive this requirement on a not unduly discriminatory basis.

6.3 Transporter Contribution.

Transporter may pay or contribute all or a portion of the cost of building or operating facilities requested by Shipper or other entities if Transporter determines that such action will result in an economic benefit to Transporter. Transporter will evaluate each prospective project under this policy based upon the incremental cost of service and the incremental revenues which Transporter estimates will be generated as a result of the project. When estimating incremental revenues to be generated, Transporter will base those revenues upon transportation rates it expects to be able to charge, net of any surcharges, and the incremental quantities or firm service contracts that will result from the project. Transporter may consider quantities or firm service contracts to be incremental if the quantities or firm service contracts that will be transported or provided respectively would not otherwise flow through or be contracted for firm service on Transporter's pipeline system, and any other material impacts on Transporter’s competitive position, rates and future business prospects.

6.4 Any Contribution in Aid of Construction (CIAC) pursuant to this Section 6 shall be increased by an amount (Tax Reimbursement) to compensate for the corporate income tax effects thereof, according to the following formula:

Tax Reimbursement = [Tax Rate x (CIAC - Present Value of Tax Depreciation)] x [1 + {Tax Rate/(1 - Tax Rate)}]

6.5 When Transporter has previously paid for Receipt or Delivery Point facilities under this facilities reimbursement policy, Shipper shall, nevertheless, promptly pay Transporter for Transporter's net book value of such facilities when either of the following events occurs: (a) when Transporter's ability to fully recover such costs is

denied in any Section 4 or Section 5 rate proceeding; or (b) when Shipper ceases operations at the facilities.

7. NOMINATION/REPORTING AND BALANCING

7.1 GENERAL

(a) Transporter provides personnel available to handle nominations seven (7) days a week, twenty-four (24) hours a day. Transporter personnel may not be at Transporter's ordinary work sites but should be available via telephone or other electronic means. Whenever Shipper desires service, Shipper shall furnish to Transporter a separate nomination for each nominated Receipt and Delivery Point under each Agreement with a beginning and end date, or beginning hour, if applicable, for flow which can be for any duration within the term of the applicable Agreement; provided, however, any such nomination shall not be binding to the extent Shipper submits subsequent nomination(s). All nominations should be considered original nominations and should be replaced to be changed. When a nomination for a date range is received, each Day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

(b) For non-Intraday Nominations, excluding the Evening Nomination Cycle, a rollover option is available such that a Shipper shall have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of the Shipper's contract. All nominations should be based on a daily quantity and all quantities shall be expressed in Dth per Day and shall be stated for each Receipt and Delivery Point.

(c) If an upstream or downstream party requires additional information, if the quantities transported are subject to a Discounted Rate, or if additional information is otherwise required by Transporter, then, upon notification by Transporter, Shipper must include in each nomination such additional information as is specified by Transporter. Nominations must be submitted to Transporter through Transporter's Interactive Website, or such other electronic means as are mutually agreed upon by Transporter and Shipper. The sending party should adhere to nomination, confirmation and scheduling deadlines. The receiving party may waive any submittal deadline in this Section 7.

(d) The standard quantity for nominations, confirmation and scheduling is dekatherms per Gas Day in the United States, For reference, 1 dekatherm = 1,000,000 BtusThe standard Btu is the International Btu, which is also called the Btu (IT). The International Btu is specified for use in the Gas measurement standards of the American Gas Association, the American

Petroleum Institute, the Gas Processors Association and the American Society for Testing Materials

7.2 NOMINATION CYCLES

Transporter supports the following nomination cycles (all times are Central Clock Time "CCT"):

(a) The Timely Nomination Cycle: 1:00 p.m. for nominations leaving control of the nominating party; 1:15 p.m. for receipt of nominations by Transporter (including from Title Transfer Tracking Service Providers ("TTTSPs")); 1:30 p.m. to send Quick Response; 4:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 5:00 p.m. for receipt of scheduled quantities by shipper and Point Operator (on the Day prior to flow). Scheduled quantities resulting from Timely Nominations shall be effective at the start of the next Gas Day.

(b) The Evening Nomination Cycle: 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by Transporter (including from TTTSPs); 6:30 p.m. to send Quick Response; 8:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 9:00 p.m. for Transporter to provide scheduled quantities to affected shippers and Point Operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (prior to flow). Scheduled quantities resulting from Evening Nominations should be effective at the start of the next Gas Day.

(c) The Intraday 1 Nomination Cycle: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by Transporter (including TTTSPs); 10:30 a.m. to send Quick Response; 12:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 1:00 p.m. for Transporter to provide scheduled quantities to affected shippers and Point Operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), on the current Gas Day. Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.

(d) The Intraday 2 Nomination Cycle: 2:30 p.m. for nominations leaving control of the nominating party; 2:45 p.m. for receipt of nominations by Transporter (including from TTTSPs); 3:00 p.m. to send Quick Response; 5:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 5:30 p.m. for Transporter to provide scheduled quantities to affected shippers and Point Operators, including bumped parties (notice to bumped parties) on the current Gas Day. Scheduled quantities

resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.

(e) The Intraday 3 Nomination Cycle: 7:00 p.m. for nominations leaving control of the nominating party; 7:15 p.m. for receipt of nominations by Transporter (including TTTSPs); 7:30 p.m. to send Quick Response: 9:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 10:00 p.m. for Transporter to provide scheduled quantities to affected shippers and Point Operators (on the current Gas Day). Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

(f) For purposes of Section 7.2 (b), (c), (d), and (e) "provide" shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

(g) The rights of a Releasing Shipper to recall Capacity within any nomination cycle shall be governed by Section 16.13 of these General Terms and Conditions.

(h) A Shipper which has been awarded firm Capacity in a Capacity release may submit a nomination using such Capacity at the next available opportunity for nominations under this Section 7.2 which occurs on or after the time Capacity is awarded, including an Intraday Nomination in either the Intraday 1, Intraday 2, or Intraday 3 Nomination Cycle, and which is consistent with Section 16.8(d) of these General Terms and Conditions.

(i) Out-of-cycle ("OOC") (non-NAESB) nominations for FTB Shippers will only be accepted after the deadline for Evening Cycle nominations for the applicable Gas Day.

7.3 TIMELY NOMINATIONS

(a) Timely nominations are nominations submitted consistent with the standard nomination cycle set out in Section 7.2(a).

(b) Nominations received after the nomination deadline will be scheduled after the nominations received before or by the deadline.

7.4 REQUIRED NOMINATION CHANGES

If estimated daily flows under a particular transportation Agreement differ from the confirmed nominations, or if an imbalance has occurred due to some other reason, then prospective nomination change(s) (either receipt or delivery adjustments) may be

required to bring the receipt and delivery quantities into balance. When a Shipper receives notification of a required change in the nomination, the Shipper shall be responsible for informing upstream and downstream parties of the prospective change and providing Transporter with a nomination as required in accordance with Section 7.2 hereof.

7.5 CONFIRMATION BY TRANSPORTER

(a) Nominations made in accordance with Sections 7.2, 7.3, 7.4, and 7.6 hereof shall not become effective until Transporter has confirmed the nominated receipts and deliveries with upstream and downstream parties, subject to Section 7.5(c). Shipper shall designate the appropriate person(s) who has the authority to resolve allocation issues, if requested by Transporter and, if requested by Transporter, the appropriate person(s) to confirm nominations. Confirmations must be submitted to Transporter through its Interactive Website, or such other electronic means as are mutually agreed upon by Transporter and Shipper.

(b) Subject to Section 7.2 and the other provisions of this Tariff, Transporter shall provide Shippers and Point Operators via its Interactive Website, or by EDI, the quantities that have been scheduled to flow for that Shipper and Point Operator on the next day.

(c) Default confirmation procedures are as follows:

(i) With respect to the timely nomination/confirmation process at a Receipt or Delivery Point, in the absence of agreement to the contrary, the lesser of the confirmation quantities will be the confirmed quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the lesser of the confirmation quantity or the scheduled quantity for the Timely Nomination Cycle of the previous Gas Day will be the new confirmed quantity.

(ii) With respect to the processing of requests for increases during the Intraday Nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities will be the new confirmed quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the scheduled quantity for the previous Nomination cycle will be the new confirmed quantity.

(iii) With respect to the processing of requests for decreases during the Intraday Nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities will be the new confirmed quantity, but in any event no less than the elapsed-prorated-

scheduled quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the greater of the confirmation quantity or the elapsed-prorated-scheduled quantity will be the new confirmed quantity. Elapsed-prorated-scheduled quantity means that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the Intraday Nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected. This Section 7.5.(c)(iii) does not apply to the Evening Nomination Cycle.

(iv) With respect to Section 7.5 (c) (i), (ii), and (iii), if there is no response to a request for confirmation or an unsolicited confirmation response, the Transporter will provide the Shipper with the following information to explain why the nomination failed, as applicable:

(1) the Shipper's Transporter did not conduct the confirmation:

(2) the Shipper is told by its Transporter that the upstream confirming party did not conduct the confirmation;

(3) the Shipper is told by its Transporter that the upstream Shipper did not have the Gas or submit the nomination;

(4) the Shipper is told by its Transporter that the downstream confirming party did not conduct the confirmation;

(5) the Shipper is told by its Transporter that the downstream Shipper did not have the market or submit the nomination.

This information will be imparted to the Shipper on the Scheduled Quantity document.

7.6 INTRADAY NOMINATIONS

(a) An Intraday Nomination is a nomination submitted in accordance with Section 7.2(c), 7.2(d) or 7.2(e) whose effective time is no earlier than the beginning of the applicable Gas Day, defined in Section 7.2(a) and which runs through the end of that Gas Day.

(b) Transporter supports the nomination cycles set forth at Section 7.2 during non-Critical Times. During Critical Times, as described in Section 37.7 of these General Terms and Conditions, valid Intraday Nominations may be submitted pursuant to the Critical Time Notice.

(c) Transporter will provide notification of bumped quantities through the Scheduled Quantity document, as posted on Transporter's Interactive Website, telephone or telefax consistent with Sections 15 and 24 of the General Terms and Conditions of this Tariff and through Electronic Notice Delivery consistent with NAESB Standards as adopted in Section 34 of these General Terms and Conditions. During non-Critical Times, Transporter will waive daily penalties applicable to bumped quantities on the Day of the bump. Transporter will also waive penalties if it fails to provide appropriate notice of the bump.

(d) For services that provide for Intraday Nominations and scheduling, there is no limitation as to the number of Intraday Nominations (line items as per NAESB Standard 1.2.1) which a Shipper may submit at any one standard nomination cycle or in total across all standard nomination cycles.

(e) Revised predetermined allocations (described in Section 9 hereof) may need to be submitted in conjunction with the Intraday Nomination in order to properly allocate the Gas received at the nominated Receipt Point.

(f) Unless Transporter agrees to the contrary, the revised nomination under an Intraday Nomination may be limited by Section 7.5(c). Transporter and the interconnecting party will agree on the hourly flows of the Intraday Nomination.

(g) An Intraday Nomination is only effective for a single Gas Day (intraday nominations do not rollover). There is no need to re-nominate if the Intraday Nomination is intended to modify the existing nomination. The Shipper should submit a new timely nomination if the Shipper wants to replace the previously submitted standing nomination or commence service for the next Gas Day.

(h) Intraday Nominations can be used to request increases or decreases in total flow, changes to Receipt Points, or changes to Delivery Points of scheduled Gas.

7.7 END-OF-GAS-DAY SCHEDULED QUANTITY DOCUMENT

At the end of each Gas Day, Transporter will provide the final scheduled quantities for the just completed Gas Day. With respect to the implementation of this process via the EDI/EDM, Transporter will send an end of Gas Day Scheduled Quantity (NAESB WGQ Standard 1.4.5) document and Scheduled Quantity for Operator (NAESB WGQ Standard 1.4.6) document. Receivers of either of these documents can waive the Transporter's (Transporter's) requirement to send such documents.

7.8 OVERRUN QUANTITIES

Shippers submitting nominations via Transporter's Interactive Website or EDI for transportation of overrun quantities in excess of the applicable point or Agreement

MDDQ or MDTQ must submit separate nominations for such overrun quantities and mark them as being overrun quantities.

7.9 DELEGATION

A Shipper may delegate to any third party responsibility for submitting and receiving notices or nominations or performing other administrative duties under any Agreement, and an entity which controls a point of interconnection with Transporter may delegate to any third party responsibility for administering agreements regarding allocation of Gas quantities at the point and/or for administering any Point Operator Agreement, subject to the following conditions:

(a) Any designation of such a representative, and any change in such designation, must be in writing and must be submitted at least two (2) Business Days prior to the requested effective date.

(b) The written designation shall specify any limits on the authority of the representative, including any time limit on the designation; provided, however, that Transporter may reject any such limited designation if the limitations specified in the designation would result in an undue administrative burden.

(c) Transporter may rely on communications from the designated representative of a Shipper or interconnecting entity for all purposes except to the extent the designation is explicitly limited as specified in the preceding Section 7.9(b). Communications by Transporter to such designated representative shall be deemed notice to Shipper or interconnecting entity except to the extent the representative's authority is explicitly limited with respect to the receipt of notice under the procedure set out in said Section 7.9(b).

(d) Any third party may administer multiple transportation Agreements as the designated representative for one or more Shippers and/or interconnecting entities. However, such representative shall separately administer and account for each such Agreement.

7.10 TRANSFER NOMINATIONS

(a) Whenever Gas is purchased at a Receipt Point (including a Pooling Point) on Transporter's System by an entity that is not going to nominate that Gas for receipt by Transporter under a transportation Agreement, that entity must submit a transfer nomination to Transporter through Transporter's Interactive Website (or EDI), identifying the quantities (in Dth) and the entities from whom the Gas is being bought and the entities to whom the Gas is being sold. Such transfer nominations are needed in order to be able to confirm the nominated receipts at that point and thus such transfer nominations are due by the deadlines applicable to Shipper nominations, subject to Section 7.2. In addition

to the transfer nomination, the purchasing entity should submit a predetermined allocation in accordance with Section 9 of these General Terms and Conditions if there is more than one buyer of the purchasing entity's Gas.

(b) A third party may provide title tracking services on Transporter's system as follows:

(1) The entity seeking to provide such a service (Third Party Account Administrator) shall so notify Transporter in writing, in which event Transporter shall establish an identification number for nominations involving the Third Party Account Administrator.

(2) Transfer nominations consistent with this Section 7.10 must be made by the Shipper tendering Gas for delivery to the Third Party Account Administrator, where subsequent title to such Gas is to be tracked by the Third Party Account Administrator; and

(3) The Third Party Account Administrator shall maintain records of any title transfers after delivery of Gas to it and shall submit a nomination consistent with this Section 7.10 for delivery of Gas to the last party in the chain of title, which party shall also submit a nomination for receipt of the Gas consistent with this Section 7.10.

7.11 NOMINATION PRIORITIES

As part of the nomination and transfer nomination process, if there is more than one supply source nominated to be delivered to a single Delivery Point or buyer, the nomination or transfer nomination should identify how and which supply sources should be cut in the event all nominated deliveries are not or cannot be made. Similarly, the nomination or transfer nomination should identify which delivery should be cut in the event Gas is not or cannot be received as nominated (i.e., ranking). Ranking should be included in the list of data elements. Transporters should use Shipper provided rankings when making reductions during the scheduling process when this does not conflict with Tariff-based rules.

7.12 OPERATIONAL BALANCING

Transporter agrees that, if requested by a Shipper, it will negotiate with an entity that operates the facilities interconnecting with Transporter at a Receipt Point (Balance Operator) in a good faith effort to reach an agreement to deal with imbalances at the Receipt Points specified (which would be a form of a Predetermined Allocation), subject to the following conditions:

(a) Such agreement must set out a mutually agreeable procedure for dealing, as between Transporter and Balance Operator, with any difference between

confirmed nominations and actual physical Gas flow caused by operational conditions, so that any such discrepancy does not affect any Shipper;

(b) The Balance Operator must meet the same creditworthiness standards as Shipper; and

(c) Transporter and Balance Operator must not have previously entered into such agreement which was terminated because of Balance Operator's failure to perform. Nothing herein is intended to restrict Transporter's rights to terminate in accordance with its terms any agreement entered into hereunder, including without limitation the right to terminate for Balance Operator's failure to perform consistent with its obligations under the agreement.

7.13 SEGMENTATION OF CAPACITY

(a) A Shipper may segment the Primary Path of its own firm Capacity to the extent operationally feasible through the nomination process under this Section 7.13. In addition, any Shipper may segment the Primary Path of its firm Capacity on release of that Capacity to the extent operationally feasible, by following the procedures set out in Section 16 of these General Terms and Conditions.

(b) For the purposes of this Section 7.13 and subject to the other provisions hereof, a Primary Path segmentation of firm Capacity (whether of Shipper's own Capacity or on release) shall be deemed operationally feasible unless: (i) the segmentation would result in an increase in firm contractual obligation by Transporter on any segment or portion of its system; or (ii) the segmentation would result in a forward-haul in a direction opposite to the Primary Path of the Agreement being segmented, as further set out in (e) below [Backhauls are also addressed in (e) below].

(c) In the event a firm Capacity path is segmented under this Section 7.13, each segment shall have access to all secondary points on Transporter's system, so long as Transporter's system is not zoned. Any point which is outside the segmentation path defined by the point(s) of segmentation within the original Primary Path of the underlying Agreement shall be treated as out-of-path secondary in relation to nominations for that segment. If the points nominated on an out-of-path secondary basis for any segment fall within another nominated segment of the original contract path, thereby creating an overlap, the following rules apply: (i) if the holder(s) of the Primary Path rights in the area of overlap has submitted (and Transporter has confirmed) nominations at or above the original contract MDQ, then any confirmed nomination on behalf of another segment in the area of overlap will be authorized overrun; and (ii) if the holder(s) of the Primary Path rights in the area of overlap has submitted (and Transporter has confirmed) nominations which are less than the original contract MDQ, then any confirmed nomination on behalf of another segment in the area

of overlap will be authorized overrun only to the extent such nomination either increases the total confirmed nominations in the area of overlap above the original contract MDQ or represents an overrun of the MDQ for the nominating segment.

(d) The segment furthest upstream in relation to direction of flow for the Primary Path under the Agreement being segmented shall have the Pooling Point.

(e) The direction of flow for path segments must be the same direction of flow as for the original path unless the releasing Shipper designates otherwise with Transporter's agreement or unless such a change in direction of flow is consistent with the Agreement. Transporter will respond to any segmentation or segmented release request which would entail a change in direction of flow under the contract within no more than two (2) Business Days. Transporter will agree to such a change in flow direction whenever it is operationally feasible, subject to determination of the applicable rate. A Shipper may segment a Backhaul, but such segmentation shall be subject to review by Transporter on a case-by-case basis as to whether a Backhaul on each resulting segment is operationally feasible. The Shipper (or Replacement Shipper in the case of a release) may nominate service at Receipt and Delivery Points for the path segment that results in a reverse flow from the original path; however, a forward haul will be treated as being outside of the path if the original path is a Backhaul. Subject to the availability of point Capacity and to ordinary nomination procedures, deliveries may be made at the same point for a forward haul on the upstream segment and a Backhaul of the downstream segment. The forward haul will have priority at the point if the point Capacity is not adequate.

(f) Subject to the availability of firm point Capacity and to the remainder of this subsection (f) and provided that the resulting segments do not overlap, the Releasing and Replacement Shipper involved in a segmented release may choose Primary Receipt Points equal to their respective contract MDQs after the release and Primary Delivery Points equal to their respective contract MDQs after the release; provided, however, that any additional segment Capacity required shall be subject to the availability of such Capacity on a firm basis and to Transporter's generally applicable Capacity award procedures and that the award of any such Capacity shall be limited to the term of the release. Additional primary points may not be designated if a Shipper is releasing to itself. Where a Replacement Shipper selects primary points which are outside the Primary Path under the Releasing Shipper's contract (and thus creates a new Primary Path at least partially outside the original Primary Path), any recall by the Releasing Shipper will be of Capacity which contains the changed primary points, not the Releasing Shipper's original primary points; provided that a Releasing Shipper specifying recall rights in a release may include a provision in the release which precludes selection of any primary point by the Replacement Shipper which is outside the original Primary Path absent the Releasing Shipper's consent. Where

the choice of a primary point entails a change to an existing primary point or the MDQ at that existing primary point under the original Agreement (so that the change would result in a loss of MDQ at that primary point under the original contract), then subject to the availability of firm Capacity at the new point(s) and subject to any generally applicable point change procedures of Transporter, a Shipper, a Replacement Shipper or a Subreplacement Shipper may change the Primary Receipt or Delivery Points listed in the original Agreement to new point(s) if the original Shipper agrees to amend the original Agreement to change the Primary Receipt and Delivery Point accordingly; provided, however, that consent of the original Shipper shall not be required in the case of a permanent release by that original Shipper of its firm Capacity. Transporter shall not be obligated to reserve firm Capacity to reinstate the former primary points upon expiration of the segmentation or the Capacity release unless Transporter allows the Replacement Shipper or Subreplacement Shipper to change the point without the Releasing Shipper having agreed to the point change, in which latter case Transporter shall reinstate the primary point for the Releasing Shipper.

(g) In the event that, notwithstanding Section 7.13, Transporter receives nominations as a result of segmentation which, if accepted, would result in an increase in its firm contractual obligation on any portion or segment of its system, any such increase resulting from segmentation of Capacity shall be allocated among the segmenting Shippers submitting nominations which create such an increase, pro rata to their nominations, and the increase so allocated shall be treated as a request for authorized overrun.

(h) The overrun provision of this Tariff shall apply to each segment and the associated secondary point rights.

7.14 RESERVATION CHARGE CREDITS

(a) Transporter shall have the right, without further liability, except as to reservation charge credits in Section 7.14(c) below, to Shipper, to interrupt or curtail the transportation of Gas for Shipper for reasons of Force Majeure; or when necessary, to test, alter, modify, enlarge or repair any facility or property comprising a part of, or appurtenant to, Transporter's pipeline System, or otherwise related to the operation or maintenance thereof. Transporter shall endeavor to cause a minimum of inconvenience to Shipper because of such interruptions.

(b) As used in this Section 7.14, MDQ shall mean the quantity of Gas for which reservation charges are assessed under a firm agreement on any day. Where Transporter does not schedule its system in the Timely and Evening Nomination Cycles to meet the Nominations of a firm Shipper from Primary Receipt to Primary Delivery Point(s) on

a Day, reservation charge credits shall be granted as set forth herein.

(c) With respect to the circumstances described in Section 7.14(d)(1) when a Shipper whose nominated amount is not fully scheduled by Transporter in the Timely Nomination Cycle and that Shipper, subject to the nominated quantity not being fully scheduled by Transporter, nominates on another pipeline to re-direct transportation of supplies, it need not re-submit its Nomination in the Evening Nomination Cycle to Transporter in order to receive reservation charge credits conditioned on Shipper providing written confirmation, no later than the end of the Gas Day on the Day the curtailments are made for the respective reservation charge credits, that it has nominated the curtailed quantities on an alternate pipeline. Such documentation shall be in writing and consist of a representation to Transporter of the quantities nominated on a third-party pipeline as a result of Transporter's inability to provide primary firm service. However, if Shipper does not nominate such supplies on another pipeline after it is curtailed in the Timely Nomination Cycle, Shipper is required to re-submit its Nomination through the Evening Nomination Cycle in order to receive reservation charge credits. If the Shipper subsequently has additional quantities scheduled on Transporter's pipeline in the Intraday 1, Intraday 2, or Intraday 3 Nomination Cycle its reservation charge credits may be appropriately reduced.

(d) Reservation Charge Credit Quantities - Except as provided in Section 7.14(e) below, in the event Transporter fails to schedule or deliver Nominations on any Day under any firm contract, then the applicable Reservation Charges shall be eliminated as follows:

(1) where notice of an outage is not provided prior to the Timely Cycle deadline for the Day, the quantity of Gas, not to exceed the applicable MDQ, nominated at Shipper's primary point(s) and that is not scheduled or not delivered, whichever is greater; or

(2) where notice of an outage is provided prior to the Timely Cycle deadline for the Day, the average of the daily usage by Shipper at primary point(s), not to exceed the applicable MDQ, in a 7 Day period as set forth below:

(i) Where a non-Force Majeure firm service curtailment is announced with Transporter's Monthly Maintenance Schedule posting, then the 7 Days immediately preceding such posting; or

(ii) Where a non-Force Majeure firm service curtailment is announced after the Monthly Maintenance Schedule posting but prior to the Timely Cycle deadline for the Day of the firm service curtailment, then the 7 Days immediately preceding the firm service curtailment; or

(iii) When a Force Majeure outage is announced that continues beyond ten (10) Days following a Force Majeure event, then the seven (7) Days immediately preceding the announcement of the Force Majeure outage consistent with the availability of reservation charge credits pursuant to Section 7.14(e)(3); except that

(iv) Section 7.14(d)(2) above shall not apply, but Section 7.14(d)(i) shall, where the 7 Day period for measurement of Shipper usage is limited by pre-existing firm service curtailments.

(e) Transporter shall not be obligated to adjust the Reservation Charge under any contract pursuant to this Section 7.14:

(1) to the extent that the Shipper uses alternate Receipt or Delivery Point(s) instead of its Primary Receipt and Delivery Point(s); or

(2) when Transporter's failure to schedule or deliver nominated quantities is due solely to the conduct of Shipper or the upstream or downstream operator of the facilities at the Receipt or Delivery Point respectively, not operated or controlled by Transporter; or

(3) when Transporter's failure to schedule or deliver nominated quantities occurs, whichever of these dates occurs first either (a) within (but not to exceed) ten (10) Days following a Force Majeure event as contemplated by Section 22.1 of these General Terms and Conditions, or (b) prior to the date Transporter has or should have, in the exercise of due diligence, overcome the Force Majeure event.

(f) Any adjustment shall be credited against transportation charges for a future Month or refunded if the contract has terminated. Nothing in this Section should be interpreted to insulate Transporter from liability for direct damages resulting from its own negligence or malfeasance.

8. POOLING POINT

8.1 GENERAL

A paper pooling point has been designated on Transporter's System at a specified Hub posted on its Interactive Website. This point is not a physical point on the System, but is used solely for nomination and transportation rate determination purposes. Subject to the remainder of this Section, any number of FTS, ITS or WS Agreements may be utilized to deliver gas to or from a Pooling Point. Shippers will be able to nominate gas quantities from one or more Receipt Points for delivery to a Pooling Point in order to aggregate supplies as long as such gas quantities are nominated for simultaneous receipt and further transportation and delivery by Transporter under Agreement(s).

8.2 INCLUSION IN AGREEMENTS

Agreements under Rate Schedules FTS and ITS automatically have the Pooling Point as both Receipt and Delivery Points with point MDQs equal to the contract MDQ. The Pooling Point shall be a secondary point for FTS Agreements unless included in the Agreement as a primary point.

8.3 PRIORITY DATE

For transportation Agreements pursuant to a valid request received on or before December 1, 1993, the Pooling Point is deemed to have been requested as of that date. For all other Agreements, the applicable Pooling Point or increases to the MDQs of the Pooling Point is deemed requested as of the date a valid request was received for the Agreement or for the amendment (in the case of a firm transportation Agreement) which results in an increase in the MDQ of the Pooling Point.

8.4 USE OF POINTS

Nominations to and from the Pooling Point will be subject to the same nomination and confirmation procedures as all other receipts and deliveries. All quantities nominated for transportation to a Pooling Point on any Day must be matched with nominations of those quantities for transportation from the Pooling Point on the same day. No imbalances will be permitted at the Pooling Point. Section 3 of these General Terms and Conditions sets out the order of priority for scheduling nominations to and from the Pooling Point.

8.5 CHARGES

There will be no transportation commodity charges or, Fuel and Lost and Unaccounted For Reimbursement Percentage or Electric Power Charges applicable to

transportation of gas to a Pooling Point. The applicable transportation commodity charges and Fuel and Lost and Unaccounted For Reimbursement Percentages, as well as Electric Power Costs will be charged under the Agreement used to transport the gas from the Pooling Point.

8.6 MARKET CENTERS

The Pooling Point is intended to facilitate aggregation of supplies and the development of market centers. Nothing in this Tariff is intended to inhibit the development of market centers.

9. DETERMINATION OF DAILY RECEIPTS

9.1 To the extent feasible, all quantities received by Transporter at a Receipt Point shall be allocated in accordance with the confirmed nominations for that point. Transporter will accept NAESB WGQ approved allocation methodology types from the upstream or downstream custody transfer party who is providing the point confirmation. In the event the actual quantities received by Transporter do not equal the confirmed nominations for that point, any underage or overage will be allocated as follows:

(a) First, in accordance with the effective predetermined allocations (PDAs) submitted by those entities (Allocators) owning or controlling the Gas being delivered to Transporter. An operational balancing agreement (OBA) is one type of a PDA. Shipper agrees that such an allocation is binding on Shipper.

(b) Then, if there is no effective PDA, pro rata to the extent applicable based on confirmed nominations or transfer nominations, as applicable. Shipper agrees that such an allocation is binding on Shipper.

9.2 The upstream or downstream party providing the point confirmation should submit the PDA to the allocating party after or during confirmation and before the start of the Gas Day, except that no other PDAs need be submitted if an OBA is in effect at a point. Unless otherwise agreed, all PDAs must be submitted to Transporter through its Interactive Website or through EDI before the start of the Gas Day the PDA is to be effective. Such PDA shall specify how any underage or overage from the confirmed nominated quantities should be allocated among the entities listed on the PDA. Transporter shall acknowledge receipt and acceptance of the PDA through its Interactive Website or EDI if received through its Interactive Website or via EDI if received via EDI. Such notification of acknowledgment and acceptance will be within fifteen (15) minutes of receipt via its Interactive Website if received via Transporter's Interactive Website or via EDI if received via EDI. Transporter's acceptance is contingent on Transporter being able to administer the allocation submitted by the Allocator. Allocation methodology types upon which two parties may agree are: ranked, pro rata, percentages, swing and operator provided value. Other examples of allocation methods which can be used are matching of supply sources with specified customers and combinations of methodology types. Different methods may be submitted for overages or underages. If the parties cannot agree, Section 9.1(b) shall apply.

9.3 A PDA will be effective as of the date specified thereon (which may not be earlier than the date on which the PDA is submitted to Transporter unless otherwise agreed) and will continue in effect through the end of the calendar month unless the Allocator submits a new PDA that is accepted by Transporter. PDAs may be submitted to Transporter on any business day or days during the month and should

be submitted if necessary to reflect any changes in the Shippers or the allocation method at the point.

9.4 Allocators who should submit PDAs include the operator of the upstream facilities, the shippers or producers/owners of the Gas being delivered by the upstream entity, buyers of the Gas who are in turn selling the Gas at that point, and Shippers who are using more than one transportation Agreement at that point.

9.5 After the end of each month, Transporter shall provide each Allocator who submits effective PDA(s) with a monthly allocation statement showing the quantities allocated in accordance with such PDA(s).

9.6 Transporter may rely conclusively on effective PDAs in allocating the Gas received at a point. No retroactive changes to the PDA may be made unless Transporter and all affected parties agree.

9.8 The time limitation for disputes of allocations should be six (6) months from the date of the initial month-end allocation with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

10. DETERMINATION OF DELIVERIES

10.1 PREDETERMINED ALLOCATIONS

In accounting for the quantities delivered by Transporter, Transporter will accept NAESB WGQ approved allocation methodology types from the upstream or downstream custody transfer party who is providing the point confirmation. In circumstances where multiple services are provided at any Delivery Point, the sequence of quantities delivered shall be determined by a predetermined allocation agreement between Transporter and the operator of the facilities immediately downstream of the point at which Transporter delivers Gas. The upstream or downstream party providing the point confirmation should submit the PDA to the allocating party after or during confirmation and before the start of the Gas Day. In the absence of such an agreement, Sections 10.2 and 10.3 shall control. Any new or proposed change to the methodology should be sent to Transporter before the start of the Gas Day on which the methodology is to be effective. Transporter shall confirm receipt of the methodology within fifteen (15) minutes via its Interactive Website if received via its Interactive Website or via EDI if received via EDI. Transporter's acceptance is contingent on Transporter being able to administer the allocation submitted by the Allocator. Allocation methodology types upon which two parties may agree are: ranked, pro rata, percentages, swing and operator provided value. Other examples of allocation methods that can be used are combinations of methodology types. Different methods may be submitted for overages and underages.

10.2 DELIVERY SEQUENCE

Unless otherwise agreed, Gas at any Delivery Point shall be deemed to have been delivered in the following sequence:

(a) Quantities scheduled under firm transportation Agreements consistent with confirmed nominations and within MDQ;

(b) Quantities scheduled under interruptible transportation Agreements and Authorized Overrun Service consistent with confirmed nominations and within MDQ;

(c) Additional quantities shall be allocated pro rata based on confirmed nominations, but not to exceed the applicable MDQ, under which Shippers nominated that day; and

(d) Any remaining quantities shall be allocated as Unauthorized Overrun Gas pro rata based on confirmed nominations under which Shippers nominated that day.

10.3 DEFICIENT QUANTITIES

Any deficiency in takes from nominated or scheduled quantities shall, unless otherwise agreed, be identified to services by allocating quantities delivered in the sequence set out in Section 10.2. Quantities shall be allocated among Agreements within each class based on confirmed nominations.

10.4 The time limitation for disputes of allocations should be six (6) Months from the date of the initial month-end allocation with a three (3) Month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

11. SCHEDULING

Each Shipper has the obligation to ensure actual quantities delivered to Transporter at Receipt Points and actual quantities taken from Transporter at Delivery Points conform to the quantities nominated by the Shipper and confirmed by Transporter each day. Applicable scheduling rules are contained in Sections 3.3 through 3.9 of the General Terms and Conditions of this Tariff.

12. IMBALANCES

12.1 RESPONSIBILITY FOR BALANCING

In addition to delivering and receiving quantities of gas in conformance with nominations, Shippers are responsible for conforming their takes at Delivery Points with their deliveries to Transporter at Receipt Points each day. Transporter has no obligation to deliver for the account of a Shipper more quantities of gas than Transporter has received for the account of the Shipper or to accept for the account of the Shipper more quantities of gas than are being delivered for the account of the Shipper on any day.

12.2 MONTHLY IMBALANCES, NETTING AND OFFSETTING

At the end of each calendar month, to the extent that a Shipper's Receipt Quantities (with the appropriate deductions for Fuel Reimbursement pursuant to Section 38 of the General Terms and Conditions of this Tariff) do not equal allocated deliveries under an Agreement on a per Dth basis, the following netting and offsetting procedures will apply:

(a) Imbalances under a Shipper's different Agreements will then be netted together to obtain the Shipper's Total Monthly Imbalance. The Total Monthly Imbalance will be shown with the monthly billings sent to Shippers.

(b) To assist Shippers in arranging offsets, Transporter will post on its Interactive Website the Total Monthly Imbalance of any Shipper which has notified Transporter that it has elected to have such information posted. Notification by the Shipper may be in writing or on Transporter's Interactive Website and shall be effective by 8:00 a.m. on the next Business Day (Central Clock Time) if the notification is received by 11:45 a.m. on a Business Day. Imbalance information authorized for posting through such notification shall be posted no later than the ninth Business Day of the month after the imbalance occurred. Shippers shall have the ability to post and trade imbalances, and imbalance information shall remain posted, until the seventeenth Business Day of the month after the imbalance occurred.

(c) Transporter shall enable the imbalance trading process by:

(1) Receiving the Request for Imbalance Trade,

(2) Receiving the Imbalance Trade Confirmation,

(3) Sending the Imbalance Trade Notification, and

(4) Reflecting the trade prior to or on the next monthly Shipper Imbalance or cashout.

(d) Imbalance trades can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader and effectuated by Transporter.

(e) After receipt of an Imbalance Trade Confirmation, Transporter shall send the Imbalance Trade Notification to the initiating trader and the confirming trader no later than noon (Central Clock Time) the next Business Day.

(f) Shipper imbalances remaining after the imbalance netting and trading procedures set out in subsections (a)-(e) shall be cashed out as described in Section 12.3 of these General Terms and Conditions.

12.3 CASHOUT PROCEDURES

(a) Any imbalance remaining will be cashed out on a tiered basis pursuant to the following schedule:

IMBALANCE LEVEL	OVERAGE (Trailblazer pays Shipper)	UNDERAGE (Shipper pays Trailblazer)
0% to 5%	100% x MIP	100% x MIP
Greater than 5% to 10%	90% x MIP	110% x MIP
Greater than 10% to 15%	80% x MIP	120% x MIP
Greater than 15% to 20%	70% x MIP	130% x MIP
Greater than 20%	60% x MIP	140% x MIP

(b) Following any offsetting with other Shippers, a Shipper's remaining imbalance will be cashed out based on the percentage of that imbalance compared to the total receipts net of any applicable in-kind Fuel Reimbursement quantity for that Shipper during the month. For example, if the total receipts net of any applicable in-kind Fuel Reimbursement quantities were 1,000 Dth and the remaining underage imbalance after offsetting with other Shippers was 100 Dth, the total Imbalance Level would be 10%. The first 5% (50 Dth) would be cashed out at 100% of the MIP and the remaining 50 Dth would be cashed out at 110% of the MIP.

(c) The Monthly Index Price (MIP) is based on prices as reported by Natural Gas Intelligence. Transporter shall use either the highest weekly price or the lowest weekly price determined for each Month as the MIP for all monthly Imbalances subject to cashout hereunder, as described below. (1) For Gas owed Transporter, (negative Imbalances), the MIP shall be the highest of the weekly average prices for the Month in which the Imbalance occurred. (2) For Gas owed Shipper (positive Imbalances), the MIP shall be the lowest of the weekly prices for the Month in which the Imbalance occurred. The price for each week shall be the price in the table entitled "Natural Gas Intelligence Weekly Gas Price Index; Spot Gas Prices" of the above publication (or the superseding reference if the publication titling is revised) at the following locations:

(1) Northern Natural Demarc, Spot Delivered to Pipeline; and

(2) Cheyenne Hub, Spot Delivered to Pipeline.

The issues of such publication to be used in determining each Month's highest and lowest weekly prices shall include all issues with publication dates within the calendar month in which the Imbalance occurred, plus the first publication of the next Month after the Imbalance occurred.

(d) Following the ten (10) day period for offsetting imbalances, Shippers with remaining imbalances shall pay Transporter or will be credited with the appropriate cashout amounts.

(e) In the event "Natural Gas Intelligence" ceases to publish entirely or fails to publish the index prices listed in subsection (c) above, the following procedures shall apply in determining a month's MIP:

(1) Should, in any given week, "Natural Gas Intelligence" fail to publish one of the two index prices used in determining that week's price for a location, the price will be determined using the remaining published index price.

(2) Should, in any given week, "Natural Gas Intelligence" fail to publish both of the index prices used in determining that week's price for a location, there will be no price for that week used in determining the month's MIP.

(3) Should, in a given month, there be less than two prices for a location available for the MIP calculation, the following alternate MIP procedures will apply: The MIP will be defined as the arithmetic average of:

(i) The closing price for the NYMEX natural gas futures contract applicable to the month in which the imbalance was created (i.e., the price at which that month's contract "went off the board"); and

(ii) The individual daily closing prices for the following month ("spot month" or "near month") NYMEX natural gas contract during the month in which the imbalance was created, up to and including the day the "spot month" contract "goes off the board."

12.4 OPERATIONAL DATA VS. ACTUALS

In determining the cashout tier applicable under Section 12.3 above, Transporter will utilize the operational data posted on its Interactive Website as of the end of the month or the actual flow quantities, whichever results in a lower cashout tier.

12.5 PRIOR PERIOD ADJUSTMENTS

Any imbalances for a month that are booked after the transportation for that month has been billed will be cashed out at 100% of the MIP in effect during the month the imbalance occurred.

12.6 PURCHASE AND SALE OF GAS

Transporter is not providing a supply service under any Rate Schedule of this Tariff. Without limitation of the foregoing, Transporter may purchase and sell gas to the extent necessary to maintain System pressure, to implement the cash-out procedures under this Section 12 and to perform other System management or operational functions deemed necessary from time to time in connection with providing transportation services. The availability of Gas for sale or interest in purchasing Gas will be posted for bidding on Transporter's Interactive Website. If Transporter completes a purchase or sale of Gas, Transporter will post on its Interactive Website, to the extent feasible, not more than two (2) Business Days after the transaction is complete, the counterparty, the date of the purchase/sale, quantity and the purchase/sale price. The information pertaining to a completed transaction shall remain on the Interactive Website for at least thirty (30) Days. Further, by April 1 of each Year, Transporter shall submit a report to the Commission stating the above information for each purchase/sale transaction occurring during the previous calendar Year. The annual report will also include information on the cost and revenue associated with the purchase/sale(s), an explanation as to the purpose of the purchase/sale(s), and all entities, including affiliates, from which Transporter purchased operational Gas. The point(s) of any such purchase or sale shall occur at any Receipt Points or Delivery Points on Transporter's System, or at points located with any off-System Capacity held by Transporter on other systems. Such purchase and sales shall be authorized pursuant to Transporter's blanket sales certificate and will be made

on a non-discriminatory basis. Any purchaser of Gas will be required to arrange with Transporter for the necessary transportation from the point of sale. Nothing herein shall impose on Transporter any obligation to provide a supply function to any of its Shippers.

12.7 THIRD PARTY MANAGEMENT SERVICES

Third party providers may provide imbalance management services on behalf of Shippers on Transporter, subject to the following conditions being met:

(a) The third party provider must obtain all requisite Commission approvals of the service (certification, approval of Tariffs, establishment of rates, etc.) prior to the commencement of service.

(b) Contractual privity must be established between the third party providers and Transporter. The contractual arrangement must allow the third party service to be integrated into Transporter's operations.

(1) Transporter shall have the right to call on the third party for the service on short notice, within defined parameters, to effectuate necessary operational changes.

(2) Transporter must be given timely notice of the nature and level of the third party's service being provided on any day.

(3) The agreement between Transporter and the third party provider must define the operational changes the third party provider will effectuate which will offset the operational effects on Transporter of imbalances at points on the system covered by the third party service.

(c) The physical facilities used by the third party to effectuate the service must include physical storage facilities and must be directly connected to Transporter's facilities and the storage facilities must be in close enough physical proximity to Transporter's system to support these operational effects, which may require almost instantaneous operational changes on Transporter. Bi-directional flow must be available at the Delivery and/or Receipt Points involved except where the Shipper’s firm transportation contract path is a Backhaul and limited to delivery by displacement. The third party must have the ability to get gas onto or off of the pipeline system in order to truly provide a physical balancing service. The service cannot be a paper transaction or a simple Operational Balancing Agreement which puts the residual operational burden on Transporter.

(d) The Agreement between Shipper and any third party must provide for acceptable compensation to Transporter in the event the third party fails to

perform and Transporter must provide balancing service. Such compensation will be in addition to any penalties which may otherwise be applicable under any provision of the Tariff.

13. STATEMENTS, BILLING, PAYMENT AND DISCOUNTING POLICY

13.1 STATEMENT AND INVOICES

Transporter shall, on or before the ninth (9th) Business Day of each month, render to Shipper a bill or bills for service under each applicable Rate Schedule during the preceding month. As used in this Section 13, a bill is deemed to be "rendered" by Transporter and is deemed to be received by Shipper at the time the monthly final invoice notice is posted on the Interactive Website for invoice viewing by Shipper. Invoices will be based on actuals (if available) or best available data. Quantities at points where OBAs exist will be invoiced based on scheduled quantities.

13.2 SHIPPER INFORMATION

If information is required from Shipper, or its designee, to actualize quantities or allocations, Shipper shall furnish the required information, or cause it to be furnished, to Transporter, on or before the tenth (10th) Day of each month.

13.3 IMBALANCE STATEMENT

Imbalance statements will be generated at the same time or prior to the generation of the invoice. Prior to or with the above-required invoice for billing, Transporter shall render the gas imbalance statement which details in Dth the gas received and delivered each Month at the Receipt and Delivery Point(s) based on the best information available.

13.4 PAYMENT

Shipper shall pay to Transporter at the address indicated on the invoice or, if directed by Transporter, by wire transfer to a bank designated by Transporter, the amount due Transporter for services provided pursuant to an Agreement during the appropriate calendar Month as reflected in the billing described above, within ten (10) calendar days after the date of receipt of such billing. For purposes of this Section, the bill is deemed to be received by Shipper at the time the monthly final invoice notice is posted on the Interactive Website. The invoice number should be identified on all payments and the Shipper should submit supporting documentation identifying what is being paid. Transporter shall apply payment per such supporting documentation. If payment differs invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer, in which case the remittance detail is due within two (2) Business Days of the payment due date. Should Shipper fail to pay any undisputed portion of any bill as herein provided when such amount is due, interest on the unpaid portion of the bill shall accrue at the maximum allowable interest permitted under the Commission's Regulations. For any amount to be considered "disputed," Shipper must provide appropriate documentation supporting and identifying the basis for the dispute. If Shipper fails to make payment in

accordance with this Section, Transporter may, in addition to any other remedy it may have under this Tariff or under commercial law: (a) suspend deliveries as provided in Section 3.10 of these General Terms and Conditions; and (b) offset such deficient payments against any payments, refunds or credits owed by Transporter to Shipper.

13.5 ADJUSTMENT OF ERRORS

(a) The time limitation for disputes of allocations should be six (6) Months from the date of the initial month-end allocation with a three (3) Month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

(b) Prior period adjustment time limits should be six (6) Months from the date of the initial transportation invoice and seven (7) Months from date of initial sales invoice with a three (3) Month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

(c) In no event will any changes be made after twenty-four (24) Months from the initial date of statements, billings or payment, based on actualized quantities, unless the parties mutually agree.

(d) Any error discovered as a result of a timely claim shall be corrected within thirty (30) days of the determination thereof. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

13.6 DISCOUNTING POLICY FOR RATES AND CHARGES

Transporter reserves the right to provide, by contract with any Shipper, for adjustment at any time of the rates for service to a level below the maximum rates applicable to such service, as stated in this Tariff, but no less than the minimum rates as applicable to such service, as stated in this Tariff. To the extent Transporter agrees to a discount of any reservation rates and reservation surcharges for firm transportation service, the discount will be apportioned first to the base reservation rate, and second, if the discount is greater than such base reservation rate, to any applicable reservation surcharge. To the extent Transporter agrees to discount any commodity rates and commodity surcharges for firm transportation service, the discount will be apportioned first to the base commodity rate, and second, if the discount is greater than such base commodity rate, to the commodity surcharge. To the extent Transporter agrees to a discount of any commodity rates and commodity surcharges for interruptible transportation service, the discount will be apportioned first to the base commodity rate, and second, if the discount is greater than such base commodity rate, to any

applicable commodity surcharge. Nothing herein will require Transporter to agree to any discount.

14. EVALUATION OF CREDIT

14.1 CREDIT APPRAISAL

In evaluating requests for service and for certain other purposes under this Tariff, Transporter will perform a credit appraisal of Shipper.

(a) Acceptance of a Shipper's request for service and the continuation of service to a Shipper are contingent upon the Shipper satisfying creditworthiness requirements on an on-going basis. To determine creditworthiness, a credit appraisal shall be performed in accordance with the following criteria:

(1) Transporter shall apply consistent evaluation practices to all similarly situated Shippers in determining any Shipper's financial ability to perform the payment obligations due to Transporter over the term of the requested or existing service agreement.

(2) A Shipper will be deemed creditworthy if (i) its long-term unsecured debt securities are rated at least BBB- by Standard & Poor's Corporation ("S&P") and at least Baa3 by Moody's Investor Service ("Moody's") (provided, however, that if the Shipper's rating is at BBB- or Baa3 and the short-term or long-term outlook is Negative, Transporter may require further analysis as discussed below); and (ii) the sum of reservation fees, commodity fees and any other associated fees and charges for the contract term, on a net present value basis, is less than 15% of Shipper's tangible net worth. If a Shipper has multiple service agreements with Transporter and Capacity Release Agreements with Transporter's Shippers, then the total potential fees and charges of all such service agreements shall be considered in determining creditworthiness. The creditworthiness requirements of this Section 14 shall apply to any assignee pursuant to an assignment (in whole or part) of any Agreement under this Tariff or to any permanent release, in whole or part, of an Agreement; provided, however, that an assignee or the Replacement Shipper of Capacity from a permanent release (in whole or part) of a Service Agreement that is a result of a precedent agreement for a construction project or new construction project shall be subject to the creditworthiness provisions contained in such Service Agreement for the remainder of the initial term.

(3) As used in the prior paragraph, the term "tangible net worth" means the excess of assets over liabilities from an accounting standpoint, which is also known as "capital." Transporter defines tangible net worth for a corporation as the sum of the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity

reserve accounts less goodwill, patents, unamortized loan costs or restructuring costs, and other intangible assets. Only actual tangible assets are included in Transporter's assessment of creditworthiness. Tangible net worth is compared with the net present value of a Shipper's obligations to Transporter under its contracts in applying the 15% test in the prior paragraph.

(4) If a Shipper does not meet the criteria described above, then such Shipper may request that Transporter evaluate its creditworthiness based upon the level of its current and requested service(s) on Transporter relative to the Shipper's current and future ability to meet its obligations. Such credit appraisal shall be based upon Transporter's evaluation of the following information and credit criteria:

(i) S&P and Moody's opinions, watch alerts, and rating actions and reports, ratings, opinions and other actions by Dun and Bradstreet and other credit reporting agencies will be considered in determining creditworthiness.

(ii) Consistent financial statement analysis will be applied by Transporter to determine the acceptability of the Shipper's current and future financial strength. The Shipper's balance sheets, income statements, cash flow statements and auditor's notes will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.

(iii) Results of bank and trade reference checks and credit reports must demonstrate that the Shipper is paying its obligations in a timely manner.

(iv) The Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws and there must not be pending any petition for involuntary bankruptcy of the Shipper. An exception may be made for a Shipper which is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act if Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if the Shipper is continuing and continues in the future actually to make payment.

(v) Whether the Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.

(vi) Whether the Shipper has or has had any delinquent balances outstanding for services provided previously by Transporter and whether the Shipper is paying and has paid its account balances according to the terms established in its service agreements (excluding amounts as to which there is a good faith dispute).

(vii) The nature of the Shipper's business and the effect on that business of general economic conditions and economic conditions specific to it, including the Shipper's ability to recover the costs of Transporter's services through filings with regulatory agencies or otherwise to pass on such costs to its customers.

(viii) Any other information, including any information provided by the Shipper, that is relevant to the Shipper's current and future financial strength and the Shipper's ability to make full payment over the term of the contract.

(iv) Information which Transporter may request to be provided by Shipper to Transporter in connection with such a credit evaluation includes the following:

(a) Audited Financial Statements;

(b) Annual Reports;

(c) Most recent statements filed with the Securities and Exchange Commission (or an equivalent authority) or other similar publicly available information;

(d) For public entities, the most recent publicly available interim financial statements, with an attestation by its Chief Financial Officer, Controller, or equivalent (CFO) that such statements constitute a true, correct, and fair representation of the Shipper's financial condition prepared in accordance with Generally Accepted Accounting Principles (GAAP) or equivalent;

(e) For non-public entities, including those that are state-regulated utilities, the most recent available interim financial statements, with an attestation by its CFO

that such statements constitute a true, correct, and fair representation of the Shipper's financial condition prepared in accordance with GAAP or equivalent;

(f) For non-public entities, including those that are state-regulated utilities, any existing sworn filings, including the most recent available interim financial statements and annual financial reports filed with the respective regulatory authority, showing the Shipper's current financial condition;

(g) For any state-regulated utility local distribution company, documentation from its state regulatory commission(s) (or equivalent authority) of an authorized cost recovery mechanism;

(h) A list of affiliates, parent companies, and subsidiaries;

(i) Publicly available credit reports from credit and bond rating agencies;

(j) Private credit ratings, if obtained by the Shipper;

(k) Bank references;

(l) Trade references;

(m) Statement of legal composition;

(n) Statement of the length of time the business has been in operation; and

(o) Such other information as may be mutually agreed to by the parties.

(5) If Transporter concludes that a Shipper is non-creditworthy, Transporter shall provide written notice to Shipper within ten (10) Days after that determination is made. If requested by Shipper, Transporter shall provide a written explanation of the reasons for this determination. A Shipper may challenge this determination by providing a written rebuttal to Transporter's explanation within ten (10) Days after the explanation is provided by Transporter. Transporter shall respond to such a rebuttal in writing within ten (10) Days. Any reevaluation of credit by Transporter in response to such a

rebuttal by the Shipper shall be based on the credit criteria set out in this Section.

(6) If Transporter requests additional information to be used for credit evaluation after the initiation of service, Transporter, contemporaneous with the request, shall provide its reason(s) for requesting the additional information to the Shipper and designate to whom the response should be sent. Transporter and the Shipper may mutually agree to waive this requirement. Upon receipt of either an initial or follow-up request from Transporter for information to be used for creditworthiness evaluation, Shipper's authorized representative(s) shall acknowledge receipt of Transporter's request. Transporter and the Shipper may mutually agree to waive the requirements of this standard. Shipper's authorized representative(s) shall respond to Transporter's request for credit information, as allowed by this Tariff, on or before the due date specified in the request. The Shipper shall provide all the credit information requested by Transporter or provide the reason(s) why any of the requested information was not provided. Upon receipt from the Shipper of all credit information provided pursuant hereunder, Transporter shall notify the Shipper's authorized representative(s) that it has received such information. Transporter and the Shipper may mutually agree to waive this requirement. Shipper shall designate up to two representatives who are authorized to receive notices regarding the Shipper's creditworthiness, including requests for additional information, pursuant to the applicable standards and shall provide to Transporter the internet e-mail addresses of such representatives prior to the initiation of service. Written requests and responses are to be provided via internet e-mail, unless otherwise agreed to by the parties. The obligation of Transporter to provide creditworthiness notifications is waived until the above requirement on designation of representatives has been met. The Shipper shall manage internal distribution of any creditworthiness notices that are received. Transporter shall designate, on its Interactive Website or in written notices to the Shipper, the internet e-mail addresses of up to two representatives who are authorized to receive notices regarding the Shipper's creditworthiness. The Shipper's obligation to provide confirmation of receipt is met by sending such confirmation to such representatives, and Transporter shall manage internal distribution of any such confirmations. In complying with the creditworthiness related notifications pursuant hereto the Shipper and Transporter may mutually agree to other forms of communication in lieu of internet e-mail notifications.

(b) (1) If a Shipper fails to satisfy the credit criteria, such Shipper may still obtain or continue service hereunder if it elects and provides within five (5) Days of the first notification of such failure one of the following options:

(i) Payment in advance of all fees and charges for three (3) Months' advance service;

(ii) A standby irrevocable letter of credit covering all fees and charges for three (3) Months' advance service to include language acceptable to transporter and drawn upon a bank acceptable to Transporter;

(iii) Security interest covering all fees and charges for three (3) Months' advance service in collateral provided by the Shipper found to be satisfactory to Transporter;

(iv) any other mutually-agreeable level and form of collateral or security, on a not unduly-discriminatory basis; or

(v) Guarantee of all fees and charges for three (3) Months' advance service by a person or another entity which does satisfy the credit appraisal. If at any time during the term of service the guarantor does not meet the credit criteria of Section 14.1(a) herein, Transporter may request and shall be provided within five (5) Days thereafter a new guaranty or other form of security consistent with Section 14.1(a).

(2) Nothing herein shall be read to preclude Transporter from requiring, and enforcing for the term of the initial contracts, more than three (3) Months of fees and charges for advance service as security in agreements supporting an application for a FERC certificate to construct new or expanded facilities. For purposes of this paragraph, the term "initial contract" shall include any replacement contract entered into upon a permanent release of Capacity under an initial contract.

(c) Where a Shipper selects the prepayment option under Section 14.1(b) of these General Terms and Conditions, the prepayment amounts shall be deposited in an interest-bearing escrow account if such an escrow account has been established by the Shipper which meets the criteria set out in this paragraph. The costs of establishing and maintaining the escrow account shall be borne by the Shipper. The escrow bank must be rated at least AA or better and shall not be affiliated with the Shipper. The escrow arrangement shall provide for the prepayment amounts to be applied against the Shipper's

obligation under its service agreement(s) with Transporter and shall grant Transporter a security interest in such amounts as an assurance of future performance. The escrow agreement shall specify the permitted investments of escrowed funds so as to protect principal, and shall include only such investment options as corporations typically use for short-term deposit of their funds. Such escrow account shall at all times maintain the amount of prepayment required under Section 14.1(b) of these General Terms and Conditions. If Transporter is required to draw down the funds in escrow, it will notify the Shipper and the Shipper must replenish such funds within three (3) Business Days after such notice.

(d) Transporter's credit appraisal procedures involve the establishment of dollar credit limits on a standardized, nondiscriminatory basis. To the extent that a Shipper's accounts with Transporter do not exceed such limit, and Shipper has met all creditworthiness requirements as determined in periodic credit reviews by Transporter, which reviews may be conducted on at least an annual basis, no new credit appraisals shall be required when an existing Agreement is amended or a request for a new Agreement is made, provided that Shipper's payment history has been satisfactory and there is no bona fide basis for questioning Shipper's creditworthiness, subject to the provisions of Section 3.10 and 14.2 of these General Terms and Conditions.

(e) In the event Transporter constructs new facilities to accommodate a Shipper, Transporter may require from the Shipper security in an amount up to the cost of such facilities. Security hereunder may be in any of the forms available under Section 14.1(b) of these General Terms and Conditions, at Shipper's choice. Transporter is only permitted to recover the cost of facilities once, either through rates or through this provision. As Transporter recovers the cost of these facilities through its rates, the security required shall be reduced accordingly. Where facilities are constructed to serve multiple Shippers, an individual Shipper's obligation hereunder shall be for no more than its proportionate share of the cost of the facilities. This provision is in addition to and shall not supersede or replace any other rights that Transporter may have regarding the construction and reimbursement of facilities.

(f) Transporter shall not take any action under this Section 14 which conflicts with any order of the U.S. Bankruptcy Court.

(g) Loaned Gas. For loan services under Rate Schedules PALS, the credit requirement shall include the amount to adequately account for the value of loaned gas. The value of loaned gas shall be calculated on Shipper’s Quantity pursuant to Section 8.4(b) of the PALS Rate Schedule.

(h) Imbalances Due Transporter

1. Transporter has the right to seek security to cover the value of Shipper Imbalances owed Transporter by Shipper.

(i) For existing Shippers, such imbalances shall be valued at Shipper's largest monthly negative imbalance over the most recent twelve (12) Month period multiplied by the average of the highest MIP pursuant to Section 12.3(c) of the General Terms and Conditions of this Tariff for the most recent available twelve (12) Month period, on the Day the credit requirement is determined.

(ii) For new Shippers, such imbalances shall be valued at ten percent of Shipper's estimated monthly usage (as defined by Transporter) multiplied by the average of the highest MIP pursuant to Section 12.3(c) of the General Terms and Conditions of this Tariff for the most recent available twelve (12) Month period, on the Day the credit requirement is determined. This formula shall be used for the first twelve (12) Months of service while a historical record is established; thereafter, security for such Shipper will be determined as specified for an existing Shipper.

14.2 DETERIORATION OF CREDIT

(a) (1) If at any time Transporter reasonably determines based on adequate information available to it that a Shipper is not creditworthy under Section 14 of these General Terms and Conditions or if Shipper fails to maintain assurance of future performance under Section 14 of these General Terms and Conditions, Transporter may notify such Shipper in writing (which writing shall set forth the basis for Transporter's decision) that it has five (5) Business Days to provide Transporter with security consistent with Section 14 of these General Terms and Conditions. Such security shall be adequate to cover all charges for one month's advance service.

(2) In addition, within thirty (30) days after such notification, the shipper must fully comply with the means for adequate assurance of future performance, covering three (3) full Months of advance service from the end of such 30-day notice period, as provided under Section 14 of these General Terms and Conditions. If the Shipper has not satisfied the requirements in either of the prior two (2) sentences by the end of the specified notice period, Transporter

may immediately suspend service to Shipper. Transporter may terminate service once it has complied with the procedures set forth further in this Section below including the requisite prior notice.

(3) If Transporter does not have sufficient information to determine whether a Shipper is creditworthy, it may request additional information in writing from the Shipper consistent with Section 14 of these General Terms and Conditions, and Shipper must provide such information within five (5) Business Days. If Shipper fails to provide the requested information or if Transporter determines that the Shipper is not creditworthy based on such information, Section 14.2(a)(1) of these General Terms and Conditions shall apply for suspension of service and Section 14.2(d) of these General Terms and Conditions shall apply for termination of service.

(b) Any suspension of service hereunder may continue until Transporter is reasonably satisfied that Shipper is creditworthy under Section 14 of these General Terms and Conditions, until Shipper has provided adequate assurance of future performance under that Section 14 or until Transporter terminates service under Section 14.2(d) below.

(c) At any time after a Shipper is determined to be non-creditworthy by Transporter, Shipper may initiate a creditworthiness re-evaluation by Transporter. Such reevaluation shall be performed consistent with this Section 14 of these General Terms and Conditions. As part of Shipper's re-evaluation request, Shipper must either update or confirm in writing the prior information provided to Transporter related to the Shipper's creditworthiness. Such update should include any event(s) that Shipper believes could lead to a material change in Shipper's creditworthiness. After Transporter's receipt of Shipper's request for re-evaluation, including all required information specified above, within five (5) Business Days, Transporter shall provide a written response to Shipper's request. Such written response should include either a determination of creditworthiness status, clearly stating the reason(s) for Transporter's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event should such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of Shipper's request unless specified in this Tariff or if the parties mutually agree to some later date. If Transporter determines that Shipper is now creditworthy, any security required under Section 14 of these General Terms and Conditions shall be terminated and any prepayment amounts (including any applicable interest) shall be released to Shipper from escrow within five (5) Business Days after such determination.

(d) In addition to or in lieu of suspension, Transporter may terminate service if Shipper fails to provide adequate assurance of future performance consistent with this Section 14 of these General Terms and Conditions. Any such termination requires thirty (30) days' prior notice to Shipper and to the Commission. Such notice may be given simultaneously with the notice provided for in Section 14.1(b) above. To avoid termination, the Shipper must satisfy the requirements of Section 14.1(b) of these General Terms and Conditions within this notice period.

(e) A Shipper may not release or recall firm Capacity under service which has been suspended.

(f) In addition to any prior notice provided for above, Transporter shall simultaneously notify the Commission in writing of any suspension or termination of service under this Section 14.2.

(g) Transporter may not take any action under this Section 14.2 which conflicts with any order of the U.S. Bankruptcy Court.

14.3 CONSENT AGREEMENTS

If Transporter's financing arrangements so require, Shippers with Agreements under Firm Rate Schedules shall agree to execute "Consent Agreements" requested by Transporter's lenders at such lenders' request, in forms reasonably required to secure the lenders in the event of a default on the part of Transporter under such financing arrangements.

15. INTERACTIVE WEBSITE

15.1 WEBSITE DESCRIPTION

(a) Transporter maintains the Interactive Website, a FERC compliant interactive internet website which is available for use by Shippers and other interested parties. The website has both secure and non-secure regions. Information of a general nature is included in the non-secure region while confidential Shipper specific data is accessible only through the secure region, which requires a logon and password. Daily back-up records of information displayed or entered through this website are archived, and non-secure information is accessible to customers on a non-discriminatory basis. The data is kept for a three (3) year period, inclusive of both current and archived data.

Transporter posts gas quality information as follows:

(1) Transporter provides on the Informational Postings portion of its Interactive Website a link to the natural gas quality provisions of this Tariff.

(2) Transporter provides on the Informational Postings portion of its Interactive Website daily average gas quality information for prior Gas Day(s), to the extent routinely collected and readily available, for location(s) that are representative of mainline gas flow. To the extent that Transporter monitors Tariff-based gas quality provisions for locations representative of mainline gas flow by non-electronic-methods (e.g., spot sample) such information will be posted as soon as practicable. The gas quality information posted pursuant to this Tariff provision is operational in nature.

For purposes of this Tariff provision, "readily available" is that data which is currently available in electronic format or would be available electronically with minor enhancement(s) to existing data collection, processing and reporting capability.

This gas quality information is reported in units as specified in this Tariff's General Terms and Conditions. Gas quality information not specified in these General Terms and Conditions, if posted, is posted using units determined by Transporter.

The information available for the identified location(s) is provided in a downloadable format. In any event, compliance with gas quality requirements is in accordance with Transporter's

Tariff, including these General Terms and Conditions. Listed below are examples of gas quality attributes:

Heating Value
Interchangeability index(ices)/factor(s)
Hydrocarbon liquid drop out control parameters(s)/factor(s)
Hydrocarbon Components, % of C1 - Cnn, as used in determining Heating Value
Specific Gravity
Water
Nitrogen
Carbon Dioxide
Oxygen
Hydrogen
Helium
Total Sulfur
Hydrogen Sulfide
Carbonyl Sulfide
Mercaptans
Mercury and/or any other contaminants being measured
Other pertinent gas quality information that is specific in Transporter's Tariff, including these General Terms and Conditions.

(3) Data posted pursuant to the prior paragraph, Section 15.1(a)(2), are made available on Transporter's Interactive Website for the most recent three-month period. Beyond the initial three-month period, the historical data is made available offline in accordance with regulatory requirements. Such posted data are provided in a tabular downloadable file described by Transporter in the posting. The first row of the file contains the column headers. For any location(s), Transporter may, at its discretion, elect to provide gas quality information in addition to that specified in the prior paragraph. Transporter may choose how to provide the information.

(b) The non-secure information is primarily comprised of FERC mandated informational postings. Transporter, at its sole option, may add informational Sections to this website in order to facilitate timely and complete communications with customers. The secure region provides access to Nominations, Flowing Gas/Quantity Inquiry data, Invoicing, Contracting and Capacity Release Processing. Logons and

passwords required to enter the secure region of the website may be obtained per the procedures outlined in Section 15.2.

(1) INFORMATIONAL POSTINGS

The types of information available through the Informational Postings selection of this website include: (i) all affiliated marketer information, including names and addresses for affiliated marketing companies; (ii) reports on operationally available capacity, design capacity, unsubscribed capacity and released capacity at Receipt/Delivery Points; (iii) critical notices concerning capacity related issues and non-critical notices, providing relevant contracts and customer information; (iv) the FERC Index of Customers and the FERC Contract Transactional Postings, (v) the Tariff, with search, download and print capabilities; (vi) imbalance quantities available for trading among Shippers prior to cashout as provided in Section 12 hereof and (vii) point catalog.

(2) NOMINATIONS

This feature allows for submittal of all transportation nominations, transfer nominations, predetermined allocations and nomination priorities as required in Section 7. Operators can confirm quantities online. Shippers and point operators can review, print or download scheduled quantity reports.

(3) FLOWING GAS/QUANTITY INQUIRY

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

(4) INVOICING

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

(5) CONTRACT REQUEST PROCESSING

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

(6) CAPACITY RELEASE REQUEST AND BID PROCESSING

This interactive feature allows Shippers to submit Capacity Release Requests and Bids, which, in turn, are automatically posted to this website as provided in Section 16. Additionally, Shipper with recall provisions in a release of capacity can initiate the recall process using this feature.

15.2 ACCESS TO INTERACTIVE WEBSITE

Shippers, Subscribers, and other interested parties may obtain access to the Interactive Website by contacting a representative of Transporter's Customer Services Department of which the contact information is available on the website. Logons, passwords and access instructions will be supplied upon request under the following terms and conditions set forth in in this Section. The internet address for this Interactive Website is http://pipeline.tallgrassenergylp.com. Subscribers to the Interactive Website agree to the terms and conditions set forth in Sections 15.3 through 15.14.

The term "Subscribers" as used in this Tariff shall mean those Shippers or other interested parties that obtain access to the interactive transaction web pages of the Interactive Website.

15.3 AUTHORITY OF EMPLOYEE

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

15.4 INSTALLATION OF SOFTWARE

Each Subscriber shall purchase and ensure that lawful installation of internet browser software occurs for each personal computer (PC) from which this website is accessed.

15.5 CONFIDENTIALITY

Certain information contained in this website is confidential. A Subscriber shall not reproduce, disclose or otherwise make available confidential information contained therein to any other company, corporation, individual, or partnership.

15.6 RELIANCE BY TRANSPORTER

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

15.7 ACCESS TO CONFIDENTIAL INFORMATION

Should a Subscriber require access to confidential information (such as Agreement, points, nomination, quantity, or other customer-specific information deemed to be of a confidential nature requiring controlled access), Transporter will require the Subscriber to provide a written request and officer level approval for issuance of a company-level computer access (logon) identification code and password. Upon receipt of such request, Transporter will ensure return of a confidential logon code and password within one business day.

15.8 LOGON

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

15.9 BREACH OF SECURITY

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

15.10 LIMITATION TO ACCESS

A Subscriber may attempt to access only that data for which Subscriber has authorization. A Subscriber shall provide supporting legal documentation prior to being given access to data of other subsidiaries, affiliates, or companies for whom it has an agency relationship. See Section 7 of these General Terms and Conditions for information on delegation.

15.11 LIMITS OF RESPONSIBILITY

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

15.12 RESERVATION

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

15.13 AGREEMENT BY NON-SHIPPER

Any Subscriber who is not a Shipper under one of the Rate Schedules in this quantity of Transporter's FERC Gas Tariff will be required, as a precondition of access to this website, to sign an agreement with Transporter pursuant to which the Subscriber agrees to be bound by the provisions of this Section.

15.14 INDEMNITY

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

(a) Subscriber's or its employees' or agents' breach of any of Subscriber's obligations under this Section 15, including any breach of confidentiality

with respect to the assignment of logon(s) and password(s) to Subscriber's authorized employees and agents and any unauthorized use by a formerly authorized person or by any unauthorized person who gained knowledge of Subscriber's logon(s) and passwords(s) through no fault of Transporter.

(b) any omission or failure by Subscriber's employees or agents to act or perform any duty required by an Interactive Website function; and

(c) any action taken by Subscriber, its employees or agents, its former authorized employees and agents or unauthorized persons who gained knowledge of Subscriber's logon(s) and password(s) through no fault of Transporter, which interferes with the proper operation of Transporter's Interactive Website.

Notwithstanding the foregoing, neither Transporter nor Subscriber shall be liable to the other if an unauthorized user gains access to Transporter's Interactive Website through no fault of either Transporter or Subscriber.

16. CAPACITY RELEASE BY FIRM SHIPPERS

16.1 GENERAL

(a). Any Shipper wishing to become a Qualified Bidder and make a Qualified Bid must first enter into a Master Capacity Release Agreement with Transporter and satisfy the creditworthiness requirements in these General Terms and Conditions prior to submitting a Qualified Bid under this Section. The form of Master Capacity Release Agreement is contained in Transporter's Interactive Website. A Shipper cannot bid for services which exceed its pre-qualified level of credit-worthiness. Transporter will process applications from potential Qualified Bidders seeking prequalification for bids they may make in the future.

(b) Subject to the terms, conditions and limitations set forth in this Section 16, a Shipper holding Capacity rights under an Eligible Firm Transportation Agreement shall have the right to release all or a portion of such Capacity rights and, if a Capacity release is effectuated under this Section 16, to receive a credit for reservation charge revenues received by Transporter from that other Shipper for such released Capacity.

(c) The Capacity release timeline set forth in this Section 16 applies to all parties involved in the Capacity release process provided that: 1) all information provided by the parties to the transaction is valid and the Replacement Shipper (or Subreplacement Shipper, if applicable) has been determined to be creditworthy before the Qualified Bid is tendered, 2) for index-based Capacity release transactions, the Releasing Shipper has provided Transporter with sufficient instructions to evaluate the corresponding bids according to the timeline, and 3) there are no special terms or conditions of the release. Further, Transporter may complete the Capacity release process in a different timeline if the offer includes unfamiliar or unclear terms and conditions (e. g., designation of an index not supported by Transporter).

(d) Following is a summary of the Capacity release process and deadlines set forth in greater detail in the remainder of this Section 16 (all times are CCT):

(1) For biddable releases (one (1) year or less):

(i) The Capacity Release Request should be tendered by 9:00 a.m. on a Business Day;

(ii) The open season ends at 10:00 a.m. on the same or a subsequent Business Day (evaluation period begins at

10:00 a.m. during which any contingency is eliminated, determination of winning Qualified Bid(s) is made, and ties are broken);

(iii) Evaluation period ends and reward posting if no match required at 11:00 a.m.;

(iv) Match, if required, or award is communicated by 11:00 a.m.;

(v) Match response by 11:30 a.m.;

(vi) Award posting where match required by 12:00 Noon;

(vii) Contract issued within one (1) hour of award posting, nomination possible for the next nomination cycle after the Capacity award which is consistent with Section 16.8(d) hereof (nomination is not contingent on a contract being issued or executed so long as the Replacement Shipper has preapproved credit).

(2) For biddable releases (more than one (1) year):

(i) The Capacity Release Request should be tendered such that it can be posted by 9:00 a.m. on a Business Days;

(ii) The open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days;

(iii) Evaluation period begins at 10:00 a.m. on the final Day of the open season, during which any contingency is eliminated, determination of best bid is made, and ties are broken;

(iv) Evaluation period ends and award posting if no match required by 11:00 a.m.;

(v) Match, if required, or award is communicated by 11:00 a.m.;

(vi) Match response by 11:30 a.m.;

(vii) Award posting where match required by 12:00 Noon; and

(viii) Contract issued within one (1) hour of award posting, nomination possible for the next nomination cycle which is consistent with Section 16.8(d) hereof (nomination is not contingent on a contract being issued or executed so long as the Replacement Shipper has preapproved credit).

(3) For prearranged releases not requiring bidding (non-biddable releases) under this Section 16:

The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to Section 7.2. The posting deadlines are:

1)	Timely Cycle	12:00 Noon
2)	Evening Cycle	5:00 p.m.
3)	Intraday 1 Cycle	9:00 a.m.
4)	Intraday 2 Cycle	1:30 p.m.
5)	Intraday 3 Cycle	6:00 p.m.

The contract is issued within one hour of the award posting (with a new contract number, when applicable). Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

(4) (i) Transporter will not award Capacity release offers to a Shipper until and unless the Shipper meets Transporter's creditworthiness requirements applicable to all services that it receives from Transporter, including the service represented by the Capacity release.

(ii) Transporter shall provide the original Releasing Shipper with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by Transporter to the Releasing Shipper's Replacement Shipper(s), of the following:

(A) Notice to the Replacement Shipper regarding the Replacement Shipper's past due, deficiency, or default status pursuant to Transporter's Tariff;

(B) Notice to the Replacement Shipper regarding the Replacement Shipper's suspension of service notice;

(C) Notice to the Replacement Shipper regarding the Replacement Shipper's contract termination notice due to default or credit-related issues; and

(D) Notice to the Replacement Shipper that the Replacement Shipper(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to Transporter's Tariff.

16.2 RELEASE WITHOUT A PREARRANGED SHIPPER

A Shipper seeking to release its Eligible Firm Transportation Agreement Capacity rights without a Prearranged Shipper shall deliver a Capacity Release Request to Transporter's Interactive Website (or in writing for posting on Transporter's Interactive Website if Transporter's Interactive Website is unavailable for receiving Capacity Release Requests) which sets forth:

(a) The Releasing Shipper's legal name, address and phone number, the Eligible Firm Transportation Agreement number, the date of the Eligible Firm Transportation Agreement and the name and title of the individual responsible for authorizing the Capacity release;

(b) The quantity of the Capacity (in Dth per day) and the transportation path(s) [or segment(s) thereof] being released, including identification by Transporter's Location Number of the Receipt Points, Delivery Points, Pooling Point defining the release path/segment and the firm Capacity to be released at each such point;

(c) Whether the Capacity being released is subject to recall and/or reput, and if so, the exact conditions for such recall and/or reput (which conditions must conform to Sections 16.4 and 16.13). Reput method and rights are individually negotiated between the Releasing Shipper and Replacement Shipper and should be specified at the time of the deal;

(d) The proposed effective date and proposed term of the release;

(e) Whether the Releasing Shipper wants Transporter to actively market the Releasing Shipper's Capacity rights pursuant to Section 17 of these General Terms and Conditions;

(f) Whether the Releasing Shipper will accept Qualified Bids which are contingent on subsequent events (such as the subsequent purchase of upstream or downstream Capacity), and if so, what events and the last date by which such contingency must be fulfilled;

(g) The starting date for the open season and the length of time for the open season (which must conform to Section 16.6);

(h) Whether the Releasing Shipper will accept Qualified Bids whose revenues will vary by the quantity transported, and if so, any minimum amount to be billed as a reservation charge even if there is no flow (or insufficient flow);

(i) Which of the bid evaluation procedures set forth in Section 16.9 the Shipper wishes to use, if any;

(j) Which one of the following methods is acceptable for bidding on the given Capacity release offer:

(1) Non-index-based release – dollars and cents,
(2) Non-index-based release – percentage of maximum rate, or
(3) Index-based formula as detailed in the Capacity release offer.

The bids for the given Capacity release offer should adhere to the method specified by the Releasing Shipper.

(k) Under a release of storage Capacity, whether the Capacity being released is subject to certain conditions on the sale and/or repurchase of gas in storage inventory and on there being a certain amount of gas left in storage at the end of the release and if so, any such conditions; and

(l) Any other applicable conditions (which must conform to Section 16.4), including any minimum price condition and whether the Releasing Shipper wishes to apply a bid evaluation procedure different than the bid evaluation procedure set forth in Section 16.9 for evaluating Qualified Bids for its Capacity rights, and if so, all the factors to be used in evaluating Qualified Bids, including how its Capacity rights are to be awarded in the event of a tie for the highest valued Qualified Bid and whether the Releasing Shipper has presubmitted an electronic bid for such bid evaluation procedure pursuant to Section 16.4(a).

16.3 PREARRANGED RELEASE

Subject to Section 16.5, a Shipper seeking to release its Eligible Firm Transportation Agreement Capacity rights to a Prearranged Shipper shall deliver a Capacity Release Request via Transporter's Interactive Website or via EDI at Transporter's designated site for an open season. The Capacity Release Request shall set forth:

(a) The Releasing Shipper's legal name, address and phone number, the Prearranged Shipper's legal name, and where applicable, identification of the Prearranged Replacement Shipper as an "Asset Manager" as that term is defined in 18 C.F.R. 284.8(h)(3) or a "Marketer Participating in a State-Regulated Retail Access Program" (as that term is defined in 18 C.F.R. 284.8(h)(4)), address, phone number, and telefax number, the Eligible Firm Transportation Agreement number, the date of the Eligible Firm Transportation Agreement and the name and title of the individuals at the Releasing Shipper and the Prearranged Shipper responsible for authorizing the Capacity release;

(b) A statement that the Prearranged Shipper has agreed to be bound by a Capacity award to the Prearranged Shipper under this Section 16 by Transporter and to execute a Released Firm Transportation Agreement, which consists of Transporter's standard form of FTS or FTB Agreement and the terms and conditions of the Prearranged Release, in accordance with Transporter's Tariff. Such statement shall also set forth:

(1) The quantity of the Capacity (in Dth per day) and the transportation path(s) [or segment(s) thereof] being released, including identification by Transporter's Location Number (or Common Code) of the Receipt Points, Delivery Points, Pooling Point defining the released path/segment and the firm Capacity to be released at each such point;

(2) The fixed reservation charge and/or volumetric charge the Prearranged Shipper has agreed to pay for the released Capacity;

(3) Whether the Capacity being released is subject to recall and/or reput in the Prearranged Release and, if so, the exact conditions of such recall and/or reput (which conditions must conform with Sections 16.4 and 16.13). Reput method and rights are individually negotiated between the Releasing Shipper and Replacement Shipper and should be specified at the time of the deal; and

(4) The proposed effective date of the Prearranged Release and the proposed term of the Prearranged Release.

(c) Whether the Releasing Shipper will accept Qualified Bids which are contingent on subsequent events (such as the purchase of upstream or downstream Capacity), and if so, what events and the last date by which such contingency must be fulfilled;

(d) Whether the Releasing Shipper will accept Qualified Bids with longer terms or larger quantities, and if so, what is the maximum quantity and the longest term the Releasing Shipper will accept;

(e) Whether the Releasing Shipper wants Transporter to actively market its Capacity rights subject to the Prearranged Release pursuant to Section 17 of these General Terms and Conditions;

(f) The starting date for and the length of time for the open season (which must conform to Section 16.6) and the length of time [consistent with Section 16.8(b)] for the Prearranged Shipper to be able to match a winning Qualified Bid;

(g) Whether the Releasing Shipper will accept Qualified Bids whose revenues will vary by the quantity transported, and if so, any minimum amount to be billed as a reservation charge even if there is no flow (or insufficient flow);

(h) Which of the bid evaluation procedures set forth in Section 16.9 the Shipper wishes to use, if any;

(i) Which one of the following methods is acceptable for bidding on the given Capacity release offer:

(1) Non-index-based release – dollars and cents,
(2) Non-index-based release – percentage of maximum rate, or
(3) Index-based formula as detailed in the Capacity release offer.

The bids for the given offer should adhere to the method specified by the Releasing Shipper;

(j) Under a release of storage Capacity, whether the Capacity being released is subject to certain conditions on the sale and/or repurchase of gas in storage inventory and on there being a certain amount of gas left in storage at the end of the release and if so, any such conditions;

(k) Whether the release is a Prearranged Asset Manager Release as defined in GTC Section 1 hereof, and the Asset Manager's obligation to deliver gas to, or purchase gas from, the Releasing Shipper;

(l) Whether the release is a Prearranged Release to a Marketer Participating in a State-Regulated Retail Access Program, as defined in GTC Section 1 hereof; and

(m) Any other applicable conditions (which must conform with Section 16.4), Including any minimum price condition and whether the Releasing Shipper wishes to apply a bid evaluation procedure different than the bid evaluation procedure set forth in Section 16.9 for evaluating Qualified Bids for its Capacity rights, and if so, all the factors to be used in evaluating Qualified Bids, including how its Capacity rights are to be awarded in the event of a tie for the highest

valued Qualified Bid and whether the Releasing Shipper has presubmitted an electronic bid for such bid evaluation procedure pursuant to Section 16.4(a).

16.4 CAPACITY RELEASE REQUIREMENTS

(a) All terms and conditions relating to a release which is the subject of a Capacity Release Request: (1) must be nondiscriminatory and applicable to all potential bidders; (2) must be made available to Transporter for posting; (3) must relate solely to the details of acquiring or maintaining the transportation Capacity rights on Transporter, consistent with this Tariff and Order No. 712, which are the subject of the release; and (4) must not place any obligations or burdens on Transporter in addition to the terms and conditions applicable to a Capacity release under this Section 16 which are specified in Transporter's Tariff. Any bid evaluation procedure elected by a Releasing Shipper different from Transporter's bid evaluation procedure set forth in Sections 16.9(b) through 16.9(d) must be objective, nondiscriminatory in all circumstances and contain a complete description of the bid evaluation procedure for posting on the Informational Postings portion of Transporter's Interactive Website. Transporter may require the Releasing Shipper to submit a working computer program to Transporter electronically which is compatible with Transporter's Interactive Website computer which will enable Transporter to make such alternative bid evaluation entirely through Transporter's Interactive Website. The Releasing Shipper shall warrant that the electronic bid conforms to the bid evaluation procedure in the Capacity Release Request.

For the Capacity release business process timing model, only the following methodologies are supported by Transporter and provided to Releasing Shippers as choices from which they may select and, once chosen, will be used in determining the awards from the bid(s) submitted. They are: 1) highest rate, 2) net revenue and 3) present value. For index-based Capacity release transactions, the Releasing Shipper should provide the necessary information and instructions to support the chosen methodology. Other choices of bid evaluation methodology (including other Releasing Shipper defined evaluation methodologies) can be accorded similar timeline evaluation treatment at the discretion of Transporter. However, Transporter is not required to offer other choices or similar timeline treatment for other choices, nor, is Transporter held to the timeline should the Releasing Shipper elect another method of evaluation.

(b) The term of any release of Capacity sought under this Section 16 shall be at least one full Day and shall not exceed the remaining term of the Eligible Firm Transportation Agreement.

(c) The quantity sought to be released under a Capacity Release Request shall not be less than the minimum quantity required for the Eligible Firm Transportation Agreement under Transporter's Tariff.

(d) (1) Segmented releases are subject to Section 7.13 of these General Terms and Conditions.

(2) (i) The maximum rates that may be bid and charged for a Released Firm Transportation Agreement that is for a term greater than one (1) year are the maximum lawful rates applicable to the Eligible Firm Transportation Agreement held by the Original Shipper. If the Original Shipper is paying a Negotiated Rate or a rate under a Negotiated Rate Formula pursuant to Section 35 of these General Terms and Conditions, a Qualified Bidder may not bid a rate which exceeds the applicable Recourse Rate or is less than the applicable minimum rate, except as provided in Section 16.7(c) of these General Terms and Conditions.

(ii) There is no maximum rate limitation applicable to bids for Capacity release for a term of one (1) year or less, if the release is to take effect on or before one (1) year from the date on which Transporter is notified of the release.

(e) A Capacity Release Request may include the right by a Releasing Shipper to recall all or part of the Capacity, and/or to reput all or part of the recalled Capacity, at any time and from time to time. All recalls or reputs must be made in accordance with the other provisions of Transporter's Tariff, including Section 16.13 of these General Terms and Conditions. Reput method and rights are individually negotiated between the Releasing Shipper and Replacement Shipper and should be specified at the time of the deal.

(f) (1) The Releasing Shipper may withdraw its posted Capacity Release Request during an open season under this Section 16 where unanticipated circumstances justify and no minimum bid has been received; following the close of the open season, a Releasing Shipper may not reject a winning Qualified Bid.

(2) Offer should be binding until notice of withdrawal is received by Transporter on its Interactive Website.

(3) Notice of a withdrawal of a Capacity Release Request must be delivered to Transporter's Interactive Website or via EDI no later than the end of the open season for the Capacity Release Request.

(g) A Replacement Shipper or Subreplacement Shipper may release the Capacity on the same terms and basis as the primary release under the provisions of this

Section 16 (except as prohibited by the Federal Energy Regulatory Commission Regulations).

(h) Any Capacity Release Request not in compliance with this Section 16.4 and the other provisions of Transporter's Tariff shall be null and void and, even if posted, may be removed from Transporter's Interactive Website by Transporter at any time.

16.5 OPEN SEASON EXCEPTIONS

An open season is not required for: (a) a Prearranged Release for more than one (1) year at the maximum reservation charge applicable to the Capacity being released, (b) a Short-term Prearranged Release, (c) a Prearranged Asset Manager Release, as defined in GTC Section 1 hereof or (d) a Prearranged Release to a Marketer Participating in a State-Regulated Retail Access Program, as defined in GTC Section 1 hereof. A Capacity Release Request which is not subject to an open season need only contain the information required in Sections 16.3(a) and (b). Such Capacity Release Request must be delivered via Transporter's Interactive Website (or in writing for posting on Transporter's Interactive Website if Transporter's Interactive Website is unavailable for receiving Capacity Release Requests) sufficiently in advance so that the release may become effective under Section 16.8 before the release transaction is to commence. A Releasing Shipper may not rollover, extend or in any way continue a Short-term Prearranged Release exempt from bidding under subsection (b) hereof with the same Replacement or Subreplacement Shipper until twenty-eight (28) days after the Short-term Prearranged Release has ended unless the Releasing Shipper complies with the Capacity Release Request provisions in Sections 16.2 and 16.3, or the re-release qualifies for any of the other exemptions from bidding, referenced in subsections (a), (c) or (d) hereof.

16.6 POSTINGS; OPEN SEASON

(a) A Capacity Release Request received by Transporter via EDI (which is applicable only for Prearranged Capacity Release Request) or through Transporter's Interactive Website prior to the starting time of the open season requested by the Releasing Shipper in its Capacity Release Request in conformance with this Section 16 shall be posted on the Informational Postings portion of Transporter's Interactive Website as requested. The posting shall contain the information contained in the Capacity Release Request, except that the minimum price in any minimum price condition requested to be held confidential by the Releasing Shipper (but not the existence of the minimum bid condition), shall be kept confidential and shall not be posted. The posting shall also include the maximum reservation charge, if applicable, (including all reservation surcharges) applicable to the Capacity subject to the Capacity Release Request the beginning and ending time for the open season and the time the notice was posted. Transporter shall post the Capacity Release

Request upon receipt, unless the Releasing Shipper requests otherwise. If the Releasing Shipper requests a posting time, Transporter will comply with that request as long as it comports with the deadlines set forth in this Section 16.

(b) An open season shall consist of (all times are CCT): (1) a one (1) hour period on a Business Day between 9:00 a.m. and 10:00 a.m. or (2) any number (no fractions) of Business Days running from 9:00 a.m. to 10:00 a.m. on a subsequent Business Day, as requested by the Releasing Shipper in its Capacity Release Request; provided, however, that any Capacity release for a period of more than one (1) year must have an open season of at least three (3) consecutive Business Days, each running from 9:00 a.m. on a Business Day to 10:00 a.m. two (2) consecutive Business Days later.

(c) A Releasing Shipper may not specify an extension of an open season or the match period for a Prearranged Release. Rather, the Releasing Shipper must submit a new Capacity Release Request.

16.7 QUALIFIED BIDS FOR RELEASED CAPACITY RIGHTS

(a) At any time during an open season, a Qualified Bidder may submit a Qualified Bid via Transporter's Interactive Website (or in writing for posting on Transporter's Interactive Website if Transporter's Interactive Website is unavailable for receiving Qualified Bids) seeking released Capacity rights under a Capacity Release Request. In addition to being prequalified for credit pursuant to Section 16.14, each Qualified Bid must include the following:

(1) The Qualified Bidder's legal name, address, phone number, telefax number, the name and title of the individual responsible for authorizing the Qualified Bid and identification of the Capacity rights for which the Qualified Bid is made;

(2) The term for the purchase;

(3) A Minimum Bid Quantity and a Maximum Bid Quantity (in Dth per day);

(4) The fixed reservation charge and/or volumetric charge that the Qualified Bidder agrees to pay for the Capacity (and if a volumetric charge, any minimum amount to be billed as a reservation charge, which must be equal to or greater than any such amount designated by the Releasing Shipper);

(5) A statement that the Qualified Bidder agrees to all the terms and conditions of the Capacity Release Request, with only the modifications as expressly provided in its Qualified Bid, which modifications must be permitted by the Capacity Release Request and must conform with the

requirements in Section 16. In the event that the Releasing Shipper has stated that Qualified Bid(s) may be contingent upon subsequent events and the Qualified Bidder submits such a contingent Qualified Bid, then the Qualified Bidder must state in full the nature of the condition and the last date by which the Qualified Bid is null and void if the contingency does not occur; and

(6) Agreement that the Qualified Bidder is bound by the terms and conditions of the Capacity award by Transporter pursuant to this Section 16 to the Qualified Bidder, including Transporter's standard form of Agreement covering the Rate Schedule applicable to the released Capacity and the terms and conditions of the Qualified Bid and the Capacity Release Request, in accordance with Transporter's Tariff. Bids shall be binding until notice of withdrawal is received by Transporter on its Interactive Website.

(b) The quantity in a Qualified Bid may not be less than the minimum quantity required for an Eligible Firm Transportation Agreement under Transporter's Tariff. Neither the quantity nor the release term specified in a Qualified Bid may exceed the maximum quantity or term specified in a Capacity Release Request, unless the Capacity Release Request specifically allows otherwise. A Qualified Bidder must accept all the terms and conditions of a Capacity Release Request submitted under Section 16.3 (involving a Prearranged Release) except for the level of the reservation charge and the MDQ, unless the Capacity Release Request specifically allows otherwise.

(c) Except as provided herein, for releases for a term of more than one (1) year, a Qualified Bidder may not bid rates which would exceed Transporter's maximum reservation charge applicable to the Eligible Firm Transportation Agreement Capacity. If the Original Shipper is paying a Negotiated Rate or a rate under a Negotiated Rate Formula pursuant to Section 35 of these General Terms and Conditions, a Qualified Bidder may not bid a rate which exceeds the higher of: (i) the rate under the Negotiated Rate or Negotiated Rate Formula in the Original Shipper's contract; or (ii) the applicable Recourse Rate. The maximum Qualified Bid reservation charge includes all demand surcharges, including all direct-billed charges which are or may become applicable to the Eligible Firm Transportation Agreement Capacity.

(d) All Qualified Bids shall provide for payment of maximum commodity charges under Transporter's Tariff for the Capacity bid, as well as all other applicable add-on charges and surcharges under Transporter's Tariff, such as, but not limited to, ACA and Fuel Reimbursement pursuant to Section 38 of the General Terms and Conditions of this Tariff.

(e) A Qualified Bid received by Transporter during an open season shall be posted on Transporter's Interactive Website, without the name of the Qualified Bidder. A Qualified Bid may be withdrawn by the Qualified Bidder prior to the close of the open season, but may not be withdrawn thereafter. Following such withdrawal, the Qualified Bidder cannot bid for the same Capacity during the open season at a lower rate.

(f) All Qualified Bids must be consistent with all provisions of Transporter's Tariff. Any Qualified Bid inconsistent with Transporter's Tariff or the applicable Capacity Release Request shall be null and void.

16.8 AWARDING OF RELEASED CAPACITY; EFFECTIVE DATE; GAS NOMINATIONS

(a) For a Prearranged Release for which no open season is required under Section 16.5 and which is received at least one (1) hour prior to a nomination deadline on a Gas Day, Transporter shall award the Capacity to the Prearranged Shipper within one (1) hour after release notification, provided that all applicable provisions of this Section 16 have been complied with.

(b) As to any other Prearranged Release, in the event there was no winning Qualified Bid(s) with a higher total Bid Value than the Prearranged Shipper's Bid Value, Transporter shall notify the Prearranged Shipper. If, during an open season, the winning Qualified Bid(s) have a higher total Bid Value than the Bid Value of the Prearranged Release under the bid evaluation procedure selected by the Releasing Shipper, Transporter shall notify the Prearranged Shipper of the terms and conditions of the winning Qualified Bid(s), except for any identification of the Qualified Bidder(s). The Prearranged Shipper may elect to match any or all of such winning Qualified Bid(s), but may not elect to match only a portion of a winning Qualified Bid. Such election shall consist of the Prearranged Shipper submitting notice to Transporter of its unconditional agreement to the terms and conditions of one or more of such winning Qualified Bid(s) in writing or electronic means. In the event of a timely match, then the Prearranged Shipper shall be awarded the released Capacity. To the extent that the Prearranged Shipper fails to timely match (within the required time frame) the winning Qualified Bid(s) with a higher Bid Value, then the Qualified Bidder(s) who made the winning Qualified Bid shall be awarded the Capacity. The timelines for the above actions shall be as provided in Section 16.1.

(c) For any other Capacity Release Request, the Capacity rights shall be automatically awarded to the winning Qualified Bidder(s) when Transporter has identified the entity(s) to receive the released Capacity under this Section 16.

(d) A Capacity release shall become effective upon the awarding of Capacity consistent with this Section 16. Nominations for gas service utilizing the released Capacity shall be accepted at the next available nomination opportunity which occurs on or after the time the release becomes effective hereunder, consistent with 18 C.F.R. Section 284.12(c)(1)(ii); provided that nominations cannot be effectuated prior to the beginning time specified in the release. Transporter shall issue a contract to the winning Qualified Bidder within one (1) hour after the Capacity has been awarded. So long as the winning bidder has pre-approved credit, that bidder can submit a nomination consistent with the above regardless of whether a contract with Transporter covering the Capacity awarded has been issued or executed; provided, however, that a contract must be executed under the provisions of the relevant rate schedule regarding timely execution of a contract tendered by Transporter in order for a Shipper to have continued service beyond the maximum time specified for timely contract execution. If the original Shipper has already submitted a nomination on a Gas Day under the Agreement being released, and if the Replacement Agreement covering the released Capacity is effective that same Day, the original Shipper may incur overrun charges if his nomination exceeds the reduced contractual parameters under the original Agreement resulting from the release (i.e., if the original Shipper fails to reduce its nomination, or does not adequately reduce its nomination, at the first opportunity the Replacement Shipper has to nominate).

(e) Gas nominations for transportation pursuant to released Capacity are subject to the provisions of Section 7 of these General Terms and Conditions. Gas nominations by a Shipper utilizing released Capacity awarded by Transporter shall constitute Shipper's binding acceptance of the terms and conditions of the Capacity award by Transporter pursuant to this Section 16, including Transporter's standard form of Agreement covering the Rate Schedule applicable to the released Capacity and the terms and conditions of the Qualified Bid and the Capacity Release Request, in accordance with Transporter's Tariff.

(f) Subject to the other provisions in this Section 16, in the event that there is no Qualified Bidder or Prearranged Shipper for posted Eligible Firm Transportation Agreement Capacity during an open season, no Capacity release will be awarded and the Releasing Shipper shall retain the Capacity sought to be released.

16.9 BID EVALUATION PROCEDURE

(a) Unless specifically requested otherwise by a Releasing Shipper in its Capacity Release Request, Qualified Bids for released Capacity shall be evaluated pursuant to Sections 16.9(b) through 16.9(g) below. Any Qualified Bid which does not meet a minimum price condition stated in the

Capacity Release Request shall be rejected outright. Any Qualified Bid with a contingency must have such contingency eliminated before 3:00 p.m. Central Clock Time following the close of the open season, unless the Releasing Shipper's offer has specified a later time; otherwise, such Qualified Bid will be rejected.

(b) Transporter shall calculate a Bid Value for each Qualified Bid and Prearranged Release (if any), and shall calculate the Winning Bid Value, as follows:

(1) For each month, the quantity and reservation charge per Dth stated in the Qualified Bid shall be multiplied together to derive a gross monthly revenue figure. If the Qualified Bids contain volumetric-based charges permitted by the Capacity Release Request, then the gross monthly revenue figure shall be equal to any minimum amount designated by the bidder to be billed as a reservation charge even if there is no (or insufficient) flow.

(2) Each gross monthly revenue figure shall be discounted to a net present value figure as of the first Day of the Capacity release as sought in the Capacity Release Request, using the current Federal Energy Regulatory Commission interest rate as defined in 18 C.F.R. Section 154.501(d)(1).

(3) The net present value figures for the proposed release shall be summed, and such sum shall be the Bid Value.

(c) Capacity shall be awarded among the Qualified Bids, best bid first (highest Bid Value or other evaluation criteria as specified by the Shipper in the Capacity Release Offer), until all offered Capacity is awarded. The best Qualified Bid will be awarded its Maximum Bid quantity and any subsequent bids will be awarded up to their Maximum Bid Quantity but no less than their Minimum Bid Quantity.

(d) In the event ties exist among Qualified Bids, the Qualified Bid submitted and received earliest by Transporter's Interactive Web Site (or if Transporter's Interactive Web Site is not available and the Qualified Bid is submitted in writing, the time Transporter received the Qualified Bid) shall be the winning bid.

(e) The following are examples of how (c) and (d) are applied.

Example (1) - Awarding by Best Bid

Assume: Capacity Release = 100,000/day for 5 years

Qualified Bids:

	Maximum Quantity	Bid Term	Bid Price	Minimum Bid Quantity
Bid (a)	40,000/day	5 years	$.11	0
Bid (b)	40,000/day	5 years	$.10	0
Bid (c)	40,000/day	5 years	$.09	0

Winning Qualified Bids: Bid (a) has the highest Bid Value and would be awarded 40,000; Bid (b) has the next highest bid value and would be awarded 40,000; Bid (c) would be awarded the remainder of the Capacity (20,000).

Example (2) - Awarding with Minimum Bid Quantity

The assumptions remain the same as in Example 1, except that we assume that Bid (c) has a Minimum Bid Quantity of 40,000. The combination of awards that provide the highest Bid Value is as follows:

Winning Qualified Bids: Bid (c) would be awarded their Maximum Bid Quantity of 40,000; Bid (a) would be awarded 40,000; and Bid (b) would be awarded 20,000.Capacity

Example (3) - Awarding using the tie-breaker

Assume: Capacity Release = 100,000/day for 5 years

Qualified Bids:

	Maximum Quantity	Bid Term	Bid Price	Minimum Bid Quantity	Time Bid Received
Bid (a)	60,000/day	5 years	$.11	0	13:57:40
Bid (b)	50,000/day	5 years	$.10	50,000	13:55:05
Bid (c)	35,000/day	5 years	$.10	0	13:56:40
Bid (d)	35,000/day	5 years	$.10	0	13:56:30

Winning Qualified Bid (a) receives 60,000 since it has the highest Bid Value; Bid (b) receives 0 because of its Minimum Bid Quantities; Bid (c) receives 5,000 because the bid was submitted after Bid (d); Bid (d) receives 35,000

(f) In no event shall this Section 16.9 result in winning Qualified Bids with a total quantity in excess of the Capacity specified in the Capacity Release Request.

(g) The bid evaluation procedure set forth in this Section 16.9 shall only consider Qualified Bids to the extent they provide for an objectively quantifiable payment by the Qualified Bidder. A Qualified Bid based on a percentage of Transporter's reservation charge shall be evaluated by Transporter based solely on the maximum reservation charge being charged by Transporter for such service as of the end of the open season.

(h) If the Releasing Shipper selected a bid evaluation procedure which is different from the procedure set forth in this Section 16.9, which procedure must comply with Section 16.4, Transporter shall determine the winning Qualified Bid(s) pursuant to the Releasing Shipper's bid evaluation procedure in its Capacity Release Request and electronic bid (if any) submitted by the Releasing Shipper pursuant to Section 16.4(a).

16.10 CONFIRMATIONS; RELEASED FIRM TRANSPORTATION AGREEMENT

At the time the award of Capacity under this Section 16 is posted, Transporter shall send the winning Qualified Bidder or the Prearranged Shipper confirmation of the Capacity release awarded to such Qualified Bidder or Prearranged Shipper. Prior to Transporter awarding Capacity on a Prearranged Release, the Prearranged Shipper shall confirm electronically the terms of the Prearranged Release.

16.11 COMPLETED TRANSACTIONS

After Capacity has been awarded pursuant to Section 16.1(d), Transporter shall post on its Interactive Website the name(s) of the winning Qualified Bidder(s), identification of the winning Qualified Bid(s) and any minimum bid conditions held confidential during the open season. The Releasing Shipper is responsible for reviewing the Qualified Bids to ensure that the released Capacity was correctly awarded. The Releasing Shipper shall notify Transporter of any error in the award of Capacity within one Business Day after such posting on the Interactive Website. In the event of an error, the Capacity shall be re-awarded by Transporter. As between Transporter and the Releasing Shipper, the Releasing Shipper shall indemnify and hold Transporter harmless as to any costs, damages or expenses relating to the bid evaluation procedure for which timely notice of an error was not provided to Transporter by the Releasing Shipper hereunder. Transporter shall correct an error in a timely fashion after receiving notice of such error from the Releasing Shipper or another person.

16.12 BILLING

(a) Transporter shall bill the Replacement Shippers and the Subreplacement Shippers the rate(s) specified in the Released Firm Transportation Agreements and any other applicable charges and each such Replacement Shipper and Subreplacement Shipper shall pay the billed amounts directly to Transporter. Transporter shall not be responsible for billing the Replacement Shipper for any amounts attributable to gas purchase or gas inventory quantities tied to a transportation or storage Capacity release. Such charges shall be between the Releasing Shipper and Replacement Shipper. Transporter shall have the right to discount the commodity rates under the Released Firm Transportation Agreement. Transporter will support volumetric releases with volumetric commitments by fully accounting for volumetric and reservation components, consistent with the rules and regulations enunciated by the Federal Energy Regulatory Commission.

(b) A Releasing Shipper shall be billed the reservation charge associated with the entire amount of released Capacity pursuant to its contract rate, which includes all non-commodity based charges under Transporter's Tariff for such released Capacity including but not limited to additional direct-bill charges, with a concurrent conditional credit for payment of the reservation charge due from the Replacement or Subreplacement Shipper(s), as applicable, which received the released Capacity. Releasing Shipper shall also be billed a marketing fee, if applicable, pursuant to the provisions of Section 17 of these General Terms and Conditions. As to any Capacity released by a Releasing Shipper, the Releasing Shipper shall not be billed or be responsible for: (1) commodity charges; (2) scheduling charges or cashouts of imbalances; and (3) add-on charges and surcharges applicable to Transporter's commodity rates under Transporter's Tariff such as ACA and Fuel Reimbursement pursuant to Section 38 of the General Terms and Conditions of this Tariff, which are incurred by a Replacement Shipper or Subreplacement Shipper which received the released Capacity.

(c) If a Replacement Shipper or Subreplacement Shipper does not make payment to Transporter of the reservation portion of the charges due as set forth in its Released Firm Transportation Agreement, Transporter shall bill the Releasing Shipper(s) from whom such Replacement or Subreplacement Shipper received the Capacity for the amount(s) due, including all applicable late charges authorized by Transporter's Tariff, and such amount shall be paid by such Releasing Shipper within ten (10) days of the receipt of such billing, or interest shall continue to accrue. In the event that the Replacement or Subreplacement Shipper has not paid such amount(s) due by the end of such ten (10) Day period, then: (1) the Releasing Shipper has the right to recall the Capacity; and (2) Transporter's rights against the delinquent Replacement/Subreplacement Shipper shall be subrogated to the related rights of the Releasing Shipper. Transporter shall make a reasonable effort to collect from the Replacement/Subreplacement Shipper the amount(s) due. Such reasonable effort

shall not include incurring costs from outside attorneys, collection agents or other third parties.

(d) All payments received from a Replacement or Subreplacement Shipper shall first be applied to reservation charges, then to late charges on reservation charges, then to scheduling charges and cashout amounts, then to late charges not on the reservation charges, and then last to commodity-based charges. Except as may be otherwise provided pursuant to Section 35 of these General Terms and Conditions, payments by Replacement or Subreplacement Shippers in excess of the total amount(s) due for the Released Firm Transportation Agreement Capacity shall be a credit applied to any outstanding balance owed under any contract with Transporter, or a refund if requested in writing and no such outstanding balance exists.

(e) REFUNDS DUE UNDER RELEASES GREATER THAN ONE (1) YEAR

If Transporter is obligated to refund any amounts attributable to reservation charges for Capacity which has been released, Transporter shall make the applicable refund to the Replacement Shipper to the extent that Transporter has actually received reservation charge amounts from the Replacement Shipper in excess of the amounts assessable under the revised maximum reservation charge rates (which amounts are credited to the account of the Releasing Shipper under Section 16.12(d) above). Except as may be otherwise provided pursuant to Section 35 of these General Terms and Conditions, Transporter shall make a corresponding adjustment to the Capacity release credit provided to the Releasing Shipper, and may reflect the reduced Capacity release credit in a lower refund or adjusted billings to the Releasing Shipper, with any other applicable reservation charge refunds going to the Releasing Shipper. Except as may be otherwise provided pursuant to Section 35 of these General Terms and Conditions, commodity rate refunds shall go to the party which paid the commodity charge.

(f) REFUNDS DUE UNDER RELEASES ONE (1) YEAR OR LESS

If Transporter is obligated to refund any amounts attributable to reservation charges for Capacity which has been released above the maximum rate for one year or less, Transporter shall make the applicable refund to the Releasing Shipper notwithstanding the amount that Transporter has actually received from the Replacement Shipper (which amounts are credited to the account of the Releasing Shipper under Section 16.12(d) above). Transporter shall reflect the same credit from the Replacement Shipper but shall adjust its billing to the Releasing Shipper to reflect the revised maximum reservation rates. Except as may otherwise be provided pursuant to Section 35.4 of these General Terms and Conditions, commodity rate refunds shall go to the party which paid the commodity charge.

16.13 NOMINATIONS/SCHEDULING; RECALLS AND REPUTS

(a) RECALLING CAPACITY - GENERAL

Transporter supports the ability of a Releasing Shipper to specify as a condition of a Capacity release offer which recall notification periods as set out below will be available for use by the parties to the release and whether recall notices must be provided on a Business Day. All Replacement and Subreplacement Shippers shall nominate and schedule natural gas for service hereunder directly with Transporter in accordance with the applicable procedures set forth in Section 7 of these General Terms and Conditions. In order for any Capacity recall or Capacity reput to be effective for a day, a Releasing Shipper must give prior notice of such recall or reput and any allocation of the Capacity for a partial recall or reput to Transporter.

(b) RECALL NOMINATION TIMELINE (all times are CCT)

Releasing Shippers may, to the extent permitted as a condition of the Capacity release, recall released Capacity (scheduled or unscheduled) at any of the daily nomination cycles consistent with the following (notice of the allocation of Capacity between the Releasing Shipper and the Replacement Shipper hereunder is intended to be provided in a manner that will permit affected parties sufficient time to place nominations or take other corrective actions and thereby avoid penalties):

(1) TIMELY RECALL NOTIFICATION

(i) A Releasing Shipper recalling Capacity must provide notice of such recall to Transporter and to the first Replacement Shipper no later than 8:00 a.m. on the Day that Timely Nominations are due;

(ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the Day that Timely Nominations are due;

(2) EARLY EVENING RECALL NOTIFICATION

(i) A Releasing Shipper recalling Capacity must provide notice of such recall to Transporter and to the first Replacement Shipper no later than 3:00 p.m. on the Day that Evening Nominations are due;

(ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the Day that Evening Nominations are due;

(3) EVENING RECALL NOTIFICATION

(i) Releasing Shipper recalling Capacity must provide notice of such recall to Transporter and to the first Replacement Shipper no later than 5:00 p.m. on the Day that Evening Nominations are due;

(ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the Day that Evening Nominations are due;

(4) INTRADAY 1 RECALL NOTIFICATION

(i) A Releasing Shipper recalling Capacity must provide notice of such recall to Transporter and to the first Replacement Shipper no later than 7:00 a.m. on the Day that Intraday 1 Nominations are due;

(ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the Day that Intraday 1 Nominations are due; and

(5) INTRADAY 2 RECALL NOTIFICATION

(i) A Releasing Shipper recalling Capacity must provide notice of such recall to Transporter and to the first Replacement Shipper no later than 12:00 Noon on the day that Intraday 2 Nominations are due;

(ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 1:00 p.m. on the day that Intraday 2 Nominations are due; and

(6) INTRADAY 3 RECALL NOTIFICATION

i. A Releasing Shipper recalling Capacity must provide notice of such recall to Transporter and to the first Replacement Shipper no later than 4:00 p.m. on the Day that Intraday 3 Nominations are due;

ii. Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 5:00 p.m. on the Day that Intraday 3 Nominations are due;

(7) OTHER

For recall notifications provided to Transporter prior to the recall notification deadline specified in (1)-(6) of this Section 16.13(b) and received by Transporter between 7:00 a.m. and 5:00 p.m., Transporter shall provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification. For recall notifications provided to Transporter after 5:00 p.m. and prior to 7:00 a.m., Transporter should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification.

(c) METHODS OF NOTIFICATION

(1) The Replacement Shipper is to provide Transporter with no more than two Internet E-mail addresses to be used for recall notification under Section 16.13(b) of these General Terms and Conditions. The obligation of Transporter to provide notification is waived until at least one of the addresses has been provided. When Transporter sends Internet E-mail notification for recalling of Capacity to each affected Replacement Shipper, the subject line of the E-mail should include the following information separated by commas in the following order: (1) "Recall", (2) the recall notification period, (3) the Effected Date in YYYYMMDD format, (4) Transporter's name or abbreviation (excluding commas), and (5) Transporter's D-U-N-S number. The body of such E-mail notification is to contain at least the affected Replacement Shipper's Contract Number, the quantity of Capacity being recalled, and the Offer Number or Award Number, if necessary to uniquely identify the Capacity being recalled. For recalls that are effective at non-standard times, the appropriate recall notification period is to be included in the subject line and the effective time of the recall is to be in the body of the E-mail. If Transporter allows Capacity recall notification mechanisms in addition to Internet E-mail, the notification is to include at least the same level of information. Affected Replacement Shippers are to manage internal distribution of notifications of recall received from Transporter.

(2) The Releasing Shipper shall provide Capacity recall notification to Transporter through Transporter's Interactive Website. The Releasing Shipper shall provide notice to its affected Replacement Shipper at the same time it provides notification to Transporter. The recall notification must specify the recall notification period for the specified effective gas

Day, as well as any other information needed to uniquely identify the Capacity being recalled. The mode of notification is to be mutually agreed upon between the Releasing and the Replacement Shipper.

(3) All recalled Capacity notices must indicate whether penalties will apply for the gas Day for which quantities are reduced due to a Capacity recall.

(d) QUANTITY ALLOCATION

In the event of an Intraday Capacity recall, Transporter shall determine the allocation of Capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity (EPC). Variations to the use of EPC may be necessary to reflect the nature of Transporter's tariff, services, and/or operational characteristics. In any recall notification provided to Transporter, the quantity should be expressed in terms of the adjusted total released Capacity entitlements based upon EPC. EPC means that portion of the Capacity that would have theoretically been available for use prior to the effective time of the Intraday recall based upon a cumulative uniform hourly use of the Capacity. The amount of the Capacity allocated to the Replacement Shippers(s) should equal the original released Capacity less the recalled Capacity that is adjusted based upon the EPC. Transporter shall not be obligated to deliver in excess of the total daily contract quantity of the release as a result of any recall. The service flexibility available to either the Releasing Shipper or the Replacement Shipper for the subject Capacity shall not be less as a result of the recall.

(e) REPUTS

When Capacity is recalled, it may not be reput for the same Gas Day.

(f) DISPUTES

In the event of a dispute between the Releasing Shipper and any other person as to the validity of any recall or reput, or the status of the holder of the Capacity rights, Transporter shall be entitled to conclusively rely on any notice provided by the Releasing Shipper. The Original Shipper, Replacement Shipper and/or Subreplacement Shipper involved in any such dispute shall indemnify and hold Transporter harmless from any costs, damages or expenses relating to Transporter's reliance on such notice. In the event of a dispute between the Releasing Shipper and any other person as to the validity of any recall or reput, or the status of the holder of the Capacity rights, Transporter shall be entitled to conclusively rely on any notice provided by the Releasing Shipper. The Original Shipper, Replacement Shipper and/or Subreplacement Shipper involved in any such dispute shall indemnify and hold Transporter harmless from any costs, damages or expenses relating to Transporter's reliance on such notice.

16.14 QUALIFICATION FOR PARTICIPATION IN THE CAPACITY RELEASE PROGRAM

(a) Any person wishing to become a Qualified Bidder and make a Qualified Bid must satisfy the creditworthiness requirements in Section 14 of these General Terms and Conditions prior to submitting a Qualified Bid under this Section 16. A person cannot bid for services which exceed its pre-qualified level of credit-worthiness. Transporter shall process--and encourages--applications from potential Qualified Bidders seeking prequalification for bids they may make in the future.

(b) Credit applications shall be completed in full with all information required to establish creditworthiness under the credit criteria included in Section 14 of these General Terms and Conditions. Should a potential bidder fail to satisfy such credit criteria, the potential bidder may still become a Qualified Bidder by providing a prepayment, letter of credit, security interest or guarantee satisfactory to Transporter as further set forth in Section 14 of these General Terms and Conditions.

(c) Based on Transporter's continuing review of a Shipper's financial records, Transporter shall have the right to amend a Shipper's line of credit and lower or increase the quantity and term.

(d) Transporter's determination of a Shipper's creditworthiness is solely for Transporter's purposes under Transporter's Tariff and such determination is neither a representation nor a guarantee to a Releasing Shipper or any other entity as to the ability of a Replacement or Subreplacement Shipper to pay any outstanding amount under a Released Firm Transportation Agreement.

16.15 COMPLIANCE BY SHIPPER

By acquiring released Capacity, a Shipper agrees that it will comply with all provisions of Transporter's Tariff and all applicable Commission orders, rules and regulations. Such Shipper also agrees to be responsible to Transporter for compliance with all applicable terms and conditions of Transporter's Tariff, as well as the terms and conditions of the Released Firm Transportation Agreement.

16.16 OBLIGATIONS OF RELEASING SHIPPER

(a) The Releasing Shipper shall continue to be liable and responsible for all reservation charges associated with the released Capacity up to the reservation charge specified in such Releasing Shipper's Agreement with Transporter. The Releasing Shipper agrees that the award of Capacity to a Replacement Shipper or Subreplacement Shipper shall automatically reduce the Releasing Shipper's firm Capacity rights under the Agreement with

Transporter effective on the effective date of the release for the period of the release, except for any period that the firm Capacity is recalled by the Releasing Shipper (if the successful bid so permits) until such Capacity is reput to the Replacement or Subreplacement Shipper, in accordance with this Section 16.

(b) A release by a Replacement Shipper shall not relieve the Original Shipper or the Replacement Shipper of their obligations under this Section 16.

16.17 CONVERSIONS BETWEEN MONTHLY AND DAILY RESERVATION RATES

For less than maximum rate transactions only, converting daily rate to monthly rate is accomplished by multiplying the daily rate times number of days in rate period, dividing the result by number of Months in rate period and taking the remainder out to five (5) decimal places and rounding up or down to Transporter's specified decimal place. Converting a monthly rate to a daily rate is accomplished by multiplying the monthly rate by number of Months in rate period, dividing the result by number of days in rate period and taking the remainder out to five (5) decimal places and rounding up or down to Transporter's specified decimal place.

16.18 TRANSPORTER'S RIGHT TO TERMINATE A CAPACITY RELEASE

Transporter may elect to terminate a Replacement Shipper's Agreement with Transporter upon prior written notice of at least thirty (30) days to the Replacement Shipper, under the following conditions:

(a) The Releasing Shipper has failed to make timely payment or maintain credit (or provide adequate assurance of payment) in accordance with Sections 3.10, and/or 14 of these General Terms and Conditions and Transporter has suspended or terminated service to the Releasing Shipper or has provided notice under Section 3.10 or Section 14.2 which ultimately results in suspension or termination of service; and

(b) The rate stated in the Replacement Shipper's Agreement is less than the rate for service under Transporter's contract with the Original Shipper; provided, however, that (except as provided later in this paragraph) a Replacement Shipper which is creditworthy can continue an existing Capacity release by notifying Transporter that it agrees to pay a rate which it specifies that equals the lower of: (i) the applicable maximum rate; or (ii) the same rate as is the original Agreement between Transporter and the Releasing Shipper. Alternatively, Transporter and the Replacement Shipper may agree upon other pricing terms that are equal to or lower than the rate options in the prior sentence, in which case the release shall continue.

17. ADVERTISEMENT AND MARKETING FEES

17.1 ADVERTISEMENTS

Any person may advertise for the purchase of capacity on Transporter's System on its Interactive Website by submitting the desired advertisement (up to one page) to Transporter. Transporter shall post such advertisement on the Informational Postings / Notices / Non-Critical portion of its Interactive Website no later than the business day following receipt thereof if so requested, so long as the advertisement is not unlawful or inconsistent with Transporter's Tariff. The posted period requested may be for a period of time not to exceed one month. There will be no posting fee for such advertisements seeking to purchase capacity on Transporter. A response in and of itself to an advertisement seeking to purchase capacity never constitutes a capacity release; to release capacity, the Shipper holding the capacity rights must utilize the release procedures set forth in Section 16 of these General Terms and Conditions.

17.2 FEE FOR ACTIVE MARKETING

When a Releasing Shipper under Section 16 of these General Terms and Conditions requests that Transporter actively market capacity to be released, the Releasing Shipper and Transporter shall negotiate the terms of the marketing service to be provided by Transporter and the marketing fee to be charged therefor.

18. PRE-GRANTED ABANDONMENT, CONTRACT ROLLOVERS AND RIGHT OF FIRST REFUSAL

18.1 GENERAL

Subject to Section 18.3, service performed by Transporter under Part 284 of the Commission's Regulations shall expire, and shall be automatically abandoned, upon contract termination unless service is continued pursuant to Sections 18.2 or 18.3. Unless Transporter and Shipper expressly agree otherwise in the Agreement(s), a Shipper who has entered into a limited-term firm service Agreement(s) pursuant to Section 3.1(k) of these General Terms and Conditions may not elect to extend such limited-term agreement, except to the extent permitted under that provision.

18.2 RIGHT OF FIRST REFUSAL

(a) Any Shipper under an FTS or FTB Agreement (1) executed after March 27, 2000, with a term of twelve (12) consecutive Months or more at the applicable maximum rate or (2) with a primary term of one (1) year or greater which was in effect on March 27, 2000 shall have the right to continue receiving service after the expiration of its existing Agreement if, pursuant to the Right of First Refusal procedures set forth in this Section 18.2, it matches the price and term offered for such service by any other bidder; provided, however, that (irrespective of the price offered by the existing Shipper or any bidder) Transporter shall not be required to provide service at a discount from its applicable maximum rate unless it otherwise agrees; and, provided further that if a bid is submitted for a Negotiated Rate or Negotiated Rate Formula under Section 35 of these General Terms and Conditions, the existing Shipper need match only the value of that bid utilizing the Recourse Rate in lieu of the Negotiated Rate or Negotiated Rate Formula consistent with said Section 35.

(b) To exercise the Right of First Refusal, Shipper must provide Transporter with notice of its intent to do so in a form specified by Transporter and must submit such notice at least six (6) Months prior to the expiration of the existing Agreement. Such notice must specify a desired term of service and the desired MDQ in total and at each Receipt and Delivery Point. If the requested MDQ is greater than the existing MDQ in total and at each Receipt and Delivery Point, any such increase shall be treated as a request for new service under the applicable Rate Schedule and only the original MDQ shall be subject to the Right of First Refusal under this Section. The Right of First Refusal may apply to a portion of the original Shipper's then effective service. Any notice specifying a decrease in MDQ in total or at any point shall not affect the existing Agreement during its remaining term. In the event that the existing Shipper submits a notice hereunder which sets out its willingness to pay the applicable maximum rate for service which is

subject to the Right of First Refusal for the maximum term which may be considered in determining the best bid under Section 18.2(d), then the existing Shipper shall be entitled to continuation of service, consistent with such notice, subject only to Sections 18.2(g) and 18.4 hereof, and the posting matching and other procedures of Sections 18.2(c)-18.2(f) shall not apply.

(c) The Recourse Rate which applies under this Section to any exercise of the Right of First Refusal shall be the Recourse Rate applicable to the contract.

(d) Within fifteen (15) Business days after receipt of a notice under Section 18.2(b), Transporter shall post on the Informational Postings portion of its Interactive Website an Announcement of Capacity Availability Subject to Right of First Refusal (Capacity Announcement) which shall: (1) specify the original Shipper's service rights; (2) indicate the availability of such service as of the date the existing Agreement expires, subject to the Right of First Refusal; (3) state the maximum rate applicable to such service; (4) set out any other information required by this Section; and (5) solicit bids for such service. Such Capacity Announcement shall be maintained, and bids accepted via the Interactive Website, for a period of at least three (3) Business Days, but no more than one (1) Month from the initial posting.

(e) (1) Within one (1) week after the end of the period during which the Capacity Announcement is posted, Transporter shall convey to the original Shipper a term sheet for the best bid (based on price and term) which would qualify for such service in all respects (including meeting applicable credit criteria), which is a bona fide bid and which Transporter is willing to accept. Transporter may, but is not required to, accept any bid which reflects a discount from the applicable maximum rate. In assessing which is the best bid if more than one bid is received, Transporter shall apply the same criteria as are utilized to evaluate bids under the Capacity Release Program (except that contract terms in excess of ten (10) years shall not increase the value of any bid). If a bid is received for a Negotiated Rate or Negotiated Rate Formula pursuant to Section 35 of these General Terms and Conditions, the value of the bid shall be assessed utilizing the Recourse Rate in lieu of the Negotiated Rate or Negotiated Rate Formula consistent with said Section 35.

(2) Transporter's term sheet shall contain any and all terms of the bid but shall not identify the bidder; provided, however, such bid sheet shall indicate if the best bid was submitted by an affiliate of Transporter. Except for the providing of such term sheet to the original Shipper, all terms and conditions of any bid and the

identity of the bidder shall remain confidential; provided that the Commission may on request have access to such information on a confidential basis.

(3) The original Shipper shall have two (2) weeks to notify Transporter whether or not it desires to match the best bid. To match the best bid, the original Shipper must agree to a price (up to the applicable maximum rate or Recourse Rate) and a term (up to ten (10) years) which at least equals the bid on all or any portion of the service the original Shipper desires to retain; provided, however, that if the original Shipper seeks to retain only a portion of its MDQ, the analysis of whether the original Shipper has matched the best bid may take into account the MDQ requested under the best bid relative to the MDQ the original Shipper seeks to retain. The original Shipper may provide a counteroffer which contains either a higher price than the best bid or a longer term than the best bid to offset a shorter term or a lower price than that offered in the best bid. Transporter shall determine whether such a counteroffer constitutes a match, utilizing the same criteria as were applied to determine the best bid.

(f) (1) If the original Shipper matches the best bid, it shall be entitled to continuation of service and shall be obligated to sign an Agreement tendered by Transporter which reflects the best bid or any counteroffer by the original Shipper which matches such best bid.

(2) If the existing Shipper fails to match the best bid, the existing Agreement shall terminate at the end of its term and service to the existing Shipper shall be automatically abandoned.

(3) Submission of a bid shall be binding on the bidder. The bidder submitting the best bid shall be obligated to sign an Agreement reflecting its bid if the original Shipper fails to match. Nothing herein shall preclude negotiation of a more acceptable Agreement by mutual consent of Transporter and such bidder; provided, however, that service may not be agreed upon under terms and conditions less favorable to Transporter than the best bid without providing the original Shipper an additional opportunity to match such revised terms and conditions.

(g) In the absence of a qualified bid, Transporter shall notify Shipper of the rate (within applicable maximums and minimums) and the term shall be negotiated between Transporter and the Shipper. No discount or other special terms shall apply to a rollover Agreement unless Transporter and Shipper mutually agree. If no agreement is reached prior to the end of the two (2) week period following Transporter's notice to Shipper, Shipper may, at that time, require that

Transporter enter into an Agreement to provide service at the applicable maximum rate for a term specified by Shipper and running from the date the existing Agreement expires. Unless Shipper so elects at the end of the two (2) week period following Transporter's notice to Shipper, Transporter may negotiate with any Shipper, with the original Shipper having no further rights under this Section 18 and service under the existing Agreement shall be terminated and automatically abandoned at the expiration thereof.

(h) If the Shipper is eligible to receive continued service under this Section 18.2, Transporter shall tender a rollover Agreement which conforms to the requirements of this Tariff prior to the expiration of the existing Agreement. Shipper and Transporter shall execute such rollover Agreement, or any modified Agreement upon which Transporter and Shipper may mutually agree which is not inconsistent with this Tariff, within two (2) weeks. If Shipper fails to execute the rollover Agreement on a timely basis, Shipper shall (in addition to all other remedies available to Transporter for Shipper's failure to fulfill its obligation to execute such Agreement) forfeit any right to continuation of service after the expiration of the existing Agreement.

18.3 CONTRACTUAL ROLLOVERS

The term of service under any firm or interruptible transportation Agreement may be extended pursuant to a rollover or evergreen provision in such Agreement, which provision supersedes any otherwise applicable rollover or Right of First Refusal pursuant to this Section. In addition, the parties may subsequently negotiate rollover or evergreen provisions which differ from this Section. Transporter is not obligated to offer or agree to any such rollover or evergreen provisions; provided, however, that to the extent it offers or agrees to any such provision, it must do so on a non-discriminatory basis for similarly situated Shippers.

Any Agreement entered into pursuant to this Section 18 shall be evaluated on a stand-alone basis hereunder for purposes of determining whether it, in turn, is eligible for the Right of First Refusal under this Section.

18.4 VALID REQUEST CRITERIA

Unless waived by Transporter, the requirements for a valid request under the applicable Rate Schedule (including the applicable credit analysis) apply to any rollover Agreement.

19. MEASUREMENT

19.1 MEASUREMENT STANDARDS

All meters (including Ultrasonic, orifice, turbine, rotary and diaphragm type) and electronic flow computers shall be installed in accordance with the following standards, where applicable and as may be revised from time to time:

(a) Measurement of Gas by Multipath Ultrasonic Meters - AGA 9

(b) Orifice Metering of Natural Gas - Specifications and Installation Requirements - AGA 3; Part 2

(c) Orifice Metering of Natural Gas - Natural Gas Applications - AGA 3; Part 3

(d) Measurement of Natural Gas by Turbine Meters - AGA 7

(e) Compressibility and Super compressibility for Natural Gas and other Hydrocarbon Gases - AGA 8

(f) Measurement of Natural Gas by Coriolis Meter – AGA 11

(g) Table of Physical Properties for Hydrocarbons and Other Compounds of Interest to the Natural Gas Industry - GPA 2145-09

(h) Flow Measurement Using Electronic Metering Systems - Section 1 Electronic Gas Measurement - API 21.1

(i) ANSI B109.1 — Diaphragm-Type Gas Displacement Meters (Under 500 Cubic Feet per Hour Capacity)

(j) ANSI B109.2 — Diaphragm-Type Gas Displacement Meters (500 Cubic Feet per Hour Capacity and Over)

(k) ANSI B109.3 — Rotary-Type Gas Displacement Meters

19.2 UNIT OF MEASUREMENT AND METERING BASE

The volumetric measurement base shall be one (1) cubic foot of gas at a pressure base of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia), at a temperature base of sixty degrees Fahrenheit (60 F.), and without adjustment for water vapor.

19.3 ATMOSPHERIC PRESSURE

For the purpose of measurement, calculations, and meter calibration, the average absolute atmospheric (barometric) pressure shall be based on the actual elevation of each point of measurement irrespective of variations in natural atmospheric pressure

from time to time. In the event electronic flow measurement (EFM) is used, the absolute or gauge gas pressure will be measured directly, using an absolute or gauge pressure measuring device for continuous input to the EFM.

19.4 TEMPERATURE

The temperature of the gas shall be determined at the points of measurement by means of a properly installed recording thermometer or continuous electronic transducer input to an electronic flow computer of standard manufacture selected by Transporter.

19.5 DETERMINATION OF GAS COMPOSITION, TOTAL HIGHER HEATING VALUE, AND SPECIFIC GRAVITY

(a) Higher Heating Value. The heat energy generated by complete stoichiometric combustion of a defined quantity of reactants, where the products of combustion are returned to the temperature of the reactants and water produced by combustion is condensed to the liquid state. Water vapor accompanying combustion air (spectator water) is not considered as a part of the combustion reaction.

(b) The Gas Composition, Higher Heating Value and specific gravity of the Gas may be determined by spot samples, continuous samples, or an on-line chromatograph. In the event a continuous Gas sampling device is used, intervals mutually agreed upon should not be less than once every Month. The arithmetical average of the Gas composition, hourly heating value and specific gravity recorded during periods of flow each Day by an on-line chromatograph, if installed, shall be considered as the Higher Heating Value and specific gravity of the Gas delivered during each Day. In the event EFM is used, the determination of Higher Heating Value and specific gravity from a chromatograph shall input continuously into the computer for quantity and energy calculations. In the event a continuous or Gas sampler is installed or a spot sample is taken, then the Higher Heating Value and specific gravity shall be determined in an approved laboratory. Such determinations shall be considered as the Higher Heating Value and specific gravity of all Gas delivered. All Higher Heating Value and specific gravity determinations made with a chromatograph shall use physical Gas constants for Gas compounds as outlined in GPA Std. 2145-09, Rev 1 Table of Physical Constants of Paraffin Hydrocarbons and Other Components of Natural Gas, with any subsequent amendments or revisions which Transporter may adopt in exercise of its reasonable judgment. The calculations (for Btu) shall be based on dry Gas if the Gas at the measurement Points contains less than five (5) pounds of water per MMcf. If the Gas at the measurement Points contains more than five (5) pounds of water per MMcf, the Btu value shall be corrected for the actual water vapor of the flowing Gas based upon actual flowing conditions.

19.6 SUPERCOMPRESSIBILITY

The measurement hereunder shall be corrected for deviation from Boyle's Law at the pressures and temperatures under which gas is measured hereunder by the use of the applicable meter standards set forth in Section 19.1 of these General Terms and Conditions.

19.7 MEASURING EQUIPMENT

Unless otherwise agreed upon, Transporter will install, maintain and operate or cause to be installed, maintained and operated, measuring stations equipped with flow meters and other necessary metering and measuring equipment by which the quantities of gas received and Equivalent Quantities delivered hereunder shall be determined. Point Operator may install check measuring equipment at its own cost and expense; provided such equipment shall be so installed as not to interfere with the operations of Transporter. Transporter and Point Operator, in the presence of each other, shall have access to the other's measuring equipment at all reasonable times but the reading, calibrating and adjusting of electronic measurement components and/or mechanical recording instruments shall be done only by the equipment owner or such owner's representative, unless otherwise agreed upon. Both Transporter and Point Operator shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment; provided, however, failure of either Transporter or Point Operator to witness such an operation shall not affect the validity of such operation in any way. The records from such measuring equipment shall remain the property of its owner, but upon request, each will submit within ten (10) days to the other its records, together with calculations. The measurement equipment of Point Operator shall be for check purposes only and, except as expressly provided herein, shall not be used in the measurement of gas for purposes hereof.

19.8 NEW MEASUREMENT TECHNIQUES

If, at any time, a new method or technique is developed with respect to gas measurement or the determination of the factors used in such gas measurement, such new method or technique may be substituted by Transporter in exercise of its reasonable judgment.

19.9 CALIBRATION AND TEST OF METERS

The accuracy of all measuring equipment shall be verified by meter operator at reasonable intervals, and if requested, in the presence of representatives of Point Operator, but meter operator shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) Day period. If either party at

any time desires a special test of any measuring equipment, it will notify the other, and the parties shall then cooperate to secure a prompt verification of the accuracy of such equipment.

19.10 CORRECTION OF METERING ERRORS

If, upon any test, any measuring equipment is found to be inaccurate, such equipment shall be adjusted immediately to measure accurately. If, upon any test, the measuring equipment in the aggregate is found to be inaccurate by one percent (1%) or more at a recording corresponding to the average hourly rate of gas flow for the period since the last preceding test, any payments based thereon shall be corrected pursuant to Section 13.5 in these General Terms and Conditions, at the rate of such inaccuracy for any period which is known definitely or agreed upon, but in case the period is not known definitely or agreed upon, such correction shall be for a period extending over one-half (1/2) of the time elapsed since the date of the last test not to exceed 45 Days. Measurement data corrections should be processed within six (6) Months of the production Month with a three (3) Month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

19.11 FAILURE OF MEASURING EQUIPMENT

In the event any measuring equipment is out of service, or is found registering inaccurately and the error is not determinable by test, or by previous recordings, receipts or deliveries through such equipment shall be estimated and agreed to by the parties upon the first of the following methods which is feasible:

(a) By correcting the error if the percentage of error is ascertainable by calibration, special test, or mathematical calculation, or in the absence of (a);

(b) By using the registration of any check meter or meters, if installed and accurately registering, or in the absence of both (a) and (b), then;

(c) By estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions when the measuring equipment was registering accurately.

(d) By other methods mutually agreed upon by both parties.

19.12 PRESERVATION OF RECORDS

Point Operator and Transporter shall preserve for a period of at least three (3) years, or for such longer period as may be required by appropriate authority, all test data, charts and other similar records.

20. PRESSURE AND DELIVERY CONDITIONS

20.1 RECEIPT POINT PRESSURE

Shipper shall deliver gas to Transporter at the pressure prevailing in Transporter's System at the Receipt Point, as such pressure may vary from time to time.

20.2 DELIVERY POINT PRESSURE

Transporter shall deliver natural gas to Shipper at the Delivery Point at the pressure available in Transporter's pipeline at such point.

21. QUALITY OF GAS

Natural gas delivered by or on behalf of Shipper to Transporter at any Receipt Point, and natural gas delivered by Transporter to or for the account of Shipper at any Delivery Point, shall be of pipeline quality and shall conform to the following specifications:

21.1 HEAT CONTENT

The gas delivered at each of the points of receipt and the point of delivery hereunder shall contain a Gross Heating Value of not less than nine hundred fifty (950) Btu per cubic foot on a dry basis.

21.2 FREEDOM FROM OBJECTIONABLE MATTER

(a) Shall be commercially free from dust, gums, gum-forming constituents, dirt, impurities or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the pipelines, regulators, meters, or other equipment of Transporter;

(b) Shall not contain more than one (1) grain of hydrogen sulfide per one hundred (100) cubic feet of gas, as determined by methods prescribed in "Standards of Gas Service, Circular of the National Bureau of Standards," No. 405, page 134 (1934 edition), and shall be considered free from hydrogen sulfide if a strip of white filter paper, moistened with a solution containing five percent (5%) by weight of lead acetate, is not distinctly darker than a second paper freshly moistened with the same solution, after the first paper has been exposed to the gas for one and one-half (1-1/2) minutes in an apparatus of approved form, through which the gas is flowing at the rate of approximately five (5) cubic feet per hour, the gas from the jet not impinging directly upon the test paper; or the hydrogen sulfide content may be determined by an instrument selected by Trailblazer in exercise of its reasonable judgment;

(c) Shall not contain more than twenty (20) grains of total sulfur (including the sulfur in any hydrogen sulfide and mercaptans) per one hundred (100) cubic feet;

(d) Shall not at any time have an oxygen content in excess of ten parts per million (10 ppm) by quantity, and the parties hereto shall make every reasonable effort to keep the gas free of oxygen;

(e) Shall be delivered at a temperature not in excess of one hundred twenty degrees Fahrenheit (120 F) or less than twenty degrees Fahrenheit (20 F);

(f) Shall not contain more than two percent (2%) by quantity of carbon dioxide;

(g) Shall not contain water vapor in excess of five (5) pounds per million (1,000,000) cubic feet of gas; and

(h) Shall not contain any hydrocarbon fractions which might condense to free liquids in the line under normal pipeline conditions; provided that this subSection (h) shall not apply to gathering systems or lateral lines.

21.3 TOXIC AND HAZARDOUS SUBSTANCES

Shipper agrees to supply or cause its designee to supply to Transporter upon demand, at any time and from time to time, a sample of liquids removed from the gas stream at any Receipt Point, whether removed by a coalescer or otherwise, for analysis at a laboratory of Transporter's choosing. If at any time PCBs or any other toxic substances or chemicals that Transporter deems hazardous and/or in any way unsafe for transportation are found in the liquid samples supplied to Transporter by Shipper, Transporter may in its sole discretion immediately cease the receipt of such gas and any associated liquids through its facilities. Upon proof that such toxic or hazardous substances are no longer present at levels deemed unsafe by Transporter, Transporter shall restore service to Shipper at the affected Receipt Point.

21.4 NON-CONFORMING GAS

(a) If at any time, gas tendered to Transporter fails to conform to any of the quality specifications set forth above, Transporter may, at its option, refuse to accept delivery pending correction of the deficiency by the delivering party.

(b) Waiver of Quality Specifications. Transporter, in its reasonable discretion and judgment, may waive, on a non-discriminatory basis and subject to posting on its Interactive Website, the gas quality specifications at any Receipt Point to accept gas that does not conform to the quality specifications set forth in this section, if Transporter determines that such acceptance will not interfere with Transporter's ability to: (1) maintain prudent and safe operation of part or all of Transporter's pipeline system, (2) ensure that such gas does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such gas does not adversely affect Transporter's ability to tender gas for delivery to a downstream pipeline or end-user.

(c) If gas tendered to Transporter fails to conform to any of the quality specifications set forth above, the party tendering the gas shall be responsible for any damages to the facilities of Transporter caused by such tender of non-conforming gas and, in addition, shall reimburse Transporter for all reasonable expenses incurred by Transporter to obtain merchantable

gas; provided, however, Transporter has not waived the quality specifications at the applicable Receipt Point(s) pursuant to Section 21.4(b) above.

21.5 COMMINGLING

Gas delivered by Shipper shall be commingled with the gas of other Shippers in the pipeline system. Accordingly, Shipper's gas shall be subject to such changes in Gross Heating Value and other specifications as may result from commingling.

21.6 POSTING OF GAS QUALITY INFORMATION

Transporter posts information on gas quality on its system as described in Section 15.1(a) of these General Terms and Conditions.

22. FORCE MAJEURE

22.1 EFFECT OF FORCE MAJEURE

In the event of either Transporter or Shipper being rendered unable by Force Majeure (on its part or that of a necessary third party) to carry out, wholly or in part, its obligations under the provisions of an Agreement, it is agreed that the obligations of the party affected by such Force Majeure, other than the obligation to make payments thereunder, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

22.2 DEFINITION OF FORCE MAJEURE

(a) The term "Force Majeure" as employed herein shall mean acts and events not within the control of the party claiming suspension and shall include acts of God, strikes, lockouts or other industrial disturbances, inability to obtain pipe or other material or equipment or labor, wars, riots, insurrections, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraint of rulers and people, interruptions by government or court orders, present or future orders of any regulatory body having proper jurisdiction that are not within Transporter's control or expected to result from regulatory requirements, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or pipelines, and any other cause whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which, by the exercise of due diligence, such party is unable to overcome.

(b) Nothing contained herein, however, shall be construed to require either party to settle a strike against its will. Such causes or contingencies affecting the performance by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use reasonable diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies relieve either party of liability otherwise unless such party shall give notice and full particulars of the same in writing or by electronic means to the other party as soon as possible after the occurrence relied on.

23. POSSESSION OF GAS, TITLE AND RESPONSIBILITY

Shipper warrants that it will at the time of delivery to Transporter have good title to all gas so delivered free and clear of all liens, encumbrances and claims whatsoever. As between Shipper and Transporter, Shipper shall be deemed to be in control and possession of the gas and responsible for and hold Transporter harmless of and from any damage or injury caused thereby until it shall have been delivered to Transporter at the Receipt Point(s), after which Transporter shall be deemed to be in control and possession of such gas until its delivery to Shipper, or for Shipper's account at the Delivery Point(s) and while in such possession Transporter shall be responsible therefor and hold Shipper harmless of and from any damage or injury caused thereby. Transporter shall have no responsibility with respect to any gas on account of anything which may be done, happen or arise with respect to said gas until it is received by Transporter. Shipper shall have no responsibility with respect to said gas after its receipt by Transporter or on/account of anything which may be done, happen or arise with respect to said gas after such receipt until its delivery to Shipper, or for Shipper's account, at the Delivery Point(s). The point of the division of responsibility shall be the point of interconnection between the facilities of Transporter and Shipper, or their respective agents, at the Receipt or Delivery Point(s), as applicable. The foregoing provisions of this Section shall not relieve either party from responsibility for acts of gross negligence or willful misconduct of such party, its agents or employees.

24. NOTIFICATION

24.1 GENERAL

Except as provided otherwise in this Tariff or the Agreement, operational communications may be made by telephone or other mutually agreeable means without subsequent written confirmation, unless written confirmation is requested by either party hereto. Any notice, request, demand, statement or other formal communication shall only be deemed given when delivered by first class, certified or registered U.S. mail, overnight delivery, courier, telefax or Electronic Notice Delivery consistent with NAESB Standards as adopted in Section 34 of these General Terms and Conditions. Such delivery shall: (a) be sent to Transporter at the address specified in the Agreement, or through such electronic means as are available and authorized by Transporter, or at an address otherwise stated in a notice by Transporter to Shipper; and (b) be sent to Shipper at the address in the Agreement pursuant to the Rate Schedule, through Electronic Notice Delivery or at an address otherwise stated in a notice by Shipper to Transporter.

24.2 NOTIFICATION PROCEDURES

(a) PRICING

(1) The availability and pricing of services on Transporter's System is governed by this Tariff. From time to time, Transporter changes or updates its Tariff by filings with the FERC. Each Shipper is notified by Transporter of such filings and is provided a copy of each filing.

(2) Telephone inquiries related to the availability or pricing of services are answered by representatives of Transporter and upon request, potential Shippers are provided copies of Transporter's Tariff filings.

(3) Shippers desiring a rate under any Agreement other than the maximum rate on file with the FERC are required to submit such requests in writing or by electronic medium to the Manager, Gas Transportation, in Lakewood, CO. Any lower rate agreed to by Transporter is evidenced in writing to such Shipper, and such rate is considered confidential until it is reported to the FERC as required by the Regulations. In order to attract or determine interest in the use of any particular service, representatives of Transporter from time to time contact Shippers by telephone. Such conversations are confidential and may or may not result in Shipper submitting a request for a discounted rate for a particular service.

(b) CAPACITY

(1) Capacity available for firm service is communicated to requestors of that service under the provisions of the applicable firm Rate Schedule. The general availability of firm capacity is also communicated by Transporter's Interactive Website which is described in Section 15 of these General Terms and Conditions.

(2) Capacity available for interruptible services is communicated to holders of interruptible Agreements by representatives of Transporter in response to the Shippers' nominations for service. The nomination and confirmation procedure is detailed in Section 7 of these General Terms and Conditions. The general availability of interruptible capacity is also communicated by Transporter's Interactive Website, which is described in Section 15 of these General Terms and Conditions.

(3) When available capacity is affected by construction projects or unforeseen conditions, Transporter communicates such information primarily via the Interactive Website to its Shippers. Transporter also uses letters or telephone calls to communicate capacity information when such means are appropriate.

25. FACILITIES/OBLIGATION TO CARRY OUT AGREEMENT/FILINGS

25.1 FACILITIES

Transporter shall not be obligated to construct, modify, expand or acquire any facilities, and shall not be obligated to grant any Request for Service which would require the construction, modification, expansion, or acquisition of any facilities; provided, however, that Transporter may agree in its sole discretion to construct, modify, expand, or acquire facilities to enable it to perform such services. However, when Transporter determines that new and/or expanded facilities are required to accommodate receipt and/or delivery of Gas and provide service under a request for new service, and that installation of such facilities will not impair service to any Existing Shipper under a Firm Agreement or threaten the integrity of Transporter's System, Transporter may construct such facilities subject to Sections 2, 6 and 25 of the General Terms and Conditions, including additional facility charges, scheduling priorities and applicable rate schedules.

The nature of, and responsibility for, any facilities which must be acquired, modified or constructed to effectuate an Agreement are to be set out in a separate agreement between Transporter and Shipper, Point Operator or owner of facilities. To the extent that Shipper builds or acquires facilities to interconnect with Transporter's System, such facilities shall comply in all respects, and be constructed, maintained, tested and operated in conformance with the Tariff, United States Department of Transportation regulations, and any other applicable governmental regulations, and shall be subject to inspection and prior approval by Transporter.

25.2 OBLIGATIONS TO CARRY OUT AGREEMENT

Other provisions of an Agreement notwithstanding, Transporter shall be under no obligation to commence service thereunder unless and until: (a) all facilities, of whatever nature, as are required to permit (as applicable) the receipt, measurement, transportation and delivery of natural gas under the Agreement have been installed and are in operating condition; (b) any payments due Transporter thereunder have been received; and (c) Transporter has, in its reasonable discretion, determined that such service is authorized under all applicable Regulations.

25.3 REGULATORY FILINGS

After the execution of an Agreement, each party shall make and diligently prosecute, any and all necessary filings with Federal or other governmental bodies, or both, as may be required for the initiation and continuation of the service which is the subject of an Agreement. Upon either party's request, the other party shall timely provide or cause to be provided to the requesting party such information and

material not within the requesting party's control and/or possession that may be required for such filings. Each party shall promptly inform the other party of any changes in the representations made by such party herein and/or in the information provided pursuant to this Section. Each party shall promptly provide the other party with a copy of all filings, notice, approvals, and authorizations in the course of the prosecution of its filings.

26. INDEMNIFICATION

26.1 GENERAL

Shipper will indemnify and hold Transporter harmless from and against any and all suits, actions, causes of action, claims and demands arising from or out of any adverse claims by third parties claiming ownership of or an interest in the gas tendered under an Agreement. Transporter will indemnify and save Shipper harmless from and against any and all suits, actions, causes of action, claims and demands arising from or out of any adverse claims by third parties claiming ownership of or an interest in the gas delivered to Shipper, or for Shipper's account, under an Agreement.

26.2 ELIGIBILITY FOR SERVICE

Shipper warrants that its requested service meets the requirement for service under the applicable Rate Schedule and these General Terms and Conditions and conforms to applicable Regulations of the FERC. Shipper further agrees to abide by the terms of the applicable Rate Schedule and these General Terms and Conditions. Shipper will indemnify Transporter and hold Transporter harmless from all suits, actions, damages, costs, losses, expenses (including reasonable attorney fees) and regulatory proceedings arising from its breach of this warranty. Shipper further agrees to indemnify Transporter and save Transporter harmless from any claims asserted by any person because of any curtailment or interruption of service which is consistent with the applicable Rate Schedule and these General Terms and Conditions. Shipper, however, shall have no obligation to indemnify Transporter for the results of any intentional or unintentional acts by Transporter that contravene the applicable Rate Schedule or these General Terms and Conditions.

27. SUCCESSORS AND ASSIGNS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Shipper or Transporter shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement; provided, however, that Transporter reserves the right to evaluate and approve the creditworthiness of the new entity in accordance with the Evaluation of Credit Section of these General Terms and Conditions. No other assignment of an Agreement or any of the rights or obligations thereunder shall be made by Shipper unless there first shall have been obtained the written consent thereto of Transporter. Shipper or Transporter may pledge or assign their respective right, title and interest in and to and under the Agreement to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities without the necessity of such trustee or trustees becoming in any respect obligated to perform the obligations of the assignor under the Agreement and, if any such trustee be a corporation, without its being required to qualify to do business in any State in which performance of the Agreement may occur.

28. REGULATION

The operation of the provisions of this Tariff shall be subject to any and all governmental statutes and all lawful orders, rules, and regulations affecting the receipt, storage, transportation or delivery of gas hereunder or the equipment required in connection with such receipt, storage, transportation or delivery. It is understood that performance under any Agreement shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matter related hereto. Should either of the parties, by force of any such law, order, rule or regulation, at any time during the term of the Agreement be ordered or required to do any act inconsistent with the provisions thereof, then for that period only during which the requirements of such law, order, rule or regulation are applicable, the Agreement shall be deemed modified to conform with the requirement of such law, order, rule or regulation; provided, however, nothing herein shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate the Agreement under its the terms and conditions.

29. WAIVER AND INDEMNIFICATION

(a) In the absence of negligence, recklessness or willful misconduct on the part of Transporter, its officers, employees or agents, each Shipper waives any and all claims and demands against Transporter, its officers, employees or agents, arising out of or in any way connected with: (1) the quality, use or condition of the gas after delivery from the System for the account of such Shipper; (2) any losses or shrinkage of gas during and resulting from transportation hereunder; and (3) all other claims and demands arising out of the performance of the duties of Transporter, its officers, employees or agents hereunder; provided, however, that nothing herein shall limit Transporter's liability, if any, for direct costs, losses or damages resulting from its own negligence, recklessness or willful misconduct.

(b) Except in the case of negligence, recklessness or willful misconduct on the part of Transporter, its officers, employees or agents, each Shipper shall indemnify and save harmless Transporter, its officers, employees or agents from any claim, demand or expense for loss, damage or injury to property or to persons who are not Shippers of gas in the System which arises out of or is connected with the performance of the duties of Transporter, its officers, employees or agents hereunder in transporting gas for any Shipper.

(c) Except as specifically provided herein, any remedies or damages arising from a breach of an Agreement by either Transporter or Shipper shall be limited to actual direct and foreseeable costs, losses, or damages caused by or resulting from the breach and incurred by the party claiming damages. No party shall be liable to any other party for any loss of profit or anticipated profit, business interruption, loss of revenue, loss of use, loss of contract, loss of good will, increased cost of working or loss of business opportunity, nor for any indirect loss, consequential loss, punitive, or exemplary damages suffered by a party or any other person, all or any part of which arise out of or relate to the Agreement or the performance or breach of the Agreement, or to any act or omission related to the Agreement, whether in contract, warranty, tort (including negligence), strict liability, or any other theory in contract, law, or equity, except those that result from a party's gross negligence or willful misconduct. For the purposes of this Section, "direct costs, losses, or damages" shall not include any cost, expense, loss, award or damage suffered or incurred by a party in respect of any actions, proceedings, claims, or demands made against that party by any of its customers or any other person.

30. LIMITATION ON LIMITED LIABILITY COMPANY AND LINE PACK

30.1 LIMITATION ON LIABILITY OF LIMITED LIABILITY COMPANY

Any claim by Shippers against Transporter which may arise hereunder shall be made only against Transporter as a limited liability company and all rights to proceed against the owners therein, individually or collectively, or against their assets as a result of such claim or any obligations arising therefrom is hereby expressly waived by Shippers.

30.2 LINE PACK

Transporter shall be responsible for providing line pack on its System.

31. OPERATING CONDITIONS PURSUANT TO ORDER NOS. 497 AND 566

31.1 PERSONNEL AND FACILITIES

Information on any operating facilities or operating personnel that Transporter shares with any of its marketing affiliates will be available on its Internet Website. Such information will be updated within three (3) business days of any change.

Transporter shall disclose to non-affiliated Shippers non-public operating data available to marketing affiliates related to Transporter.

31.2 VALID REQUEST INFORMATION

The specific information and format for a valid request for transportation service are contained in Section 3 of Rate Schedules FTS, ITS, PALS, and WS and Section 4 of Rate Schedule FTB of Transporter's FERC Gas Tariff.

31.3 COMPLAINT PROCEDURE

It is the goal of Transporter, as a provider of transportation services for others, that each of its existing and potential shippers receive service that is in accordance with Transporter's Tariff and is fully satisfactory to the customer. To that end, it is the policy of Transporter that customer concerns and problems, communicated in any form to any representative of Transporter, be satisfactorily resolved as informally, as rapidly and at as low a level as is possible. If attempts to resolve problems and concerns through such normal communication channels are unsuccessful, the procedures set forth in Sections 31.3(a) through 31.3(e) should be followed.

(a) Formal complaints by Shippers and potential shippers shall be addressed to the Vice President, Business Management, located in Lakewood, CO. A complaint should contain as much specific information as is possible in order to facilitate the appropriate resolution of the matter. Anyone making a verbal complaint should specifically identify the communication as a complaint.

(b) The Vice President, or his designee, shall acknowledge the receipt of the complaint within forty-eight (48) hours of receipt. If appropriate, Transporter's resolution of the matter will be communicated tentatively to the complainant at that time.

(c) The Vice President, or his designee, shall communicate, as necessary, with others concerning the complaint and the formation of an appropriate response to it.

(d) The timing and nature of subsequent communications with the complainant, including final resolution of the matter, shall be at the discretion of the Vice

President. Every effort shall be made to resolve finally each complaint in writing within thirty (30) days after the complaint was originally received. At a minimum, Transporter shall notify Shipper in writing of the status of the complaint within thirty (30) days of its receipt.

(e) The foregoing recognizes that individual complaints may vary greatly as to complexity and seriousness. For this reason, the informed judgment of the Vice President shall be relied upon in each instance for the necessary determinations concerning such things as: (1) the exact steps to be taken in addressing the complaint; (2) the need to involve more senior officers in the matter; and (3) the appropriate final resolution of the complaint.

32. FERC ANNUAL CHARGE ADJUSTMENT (ACA) PROVISIONS

32.1 PURPOSE

For the purpose of funding of the Federal Energy Regulatory Commission's (FERC) costs incurred in any fiscal Year, this Section 32 establishes an Annual Charge Adjustment to be applicable to Transporter's Rate Schedules as set forth below and in the applicable Currently Effective Rates Sections of this Tariff. Transporter shall not recover any annual charges recorded in FERC Account No. 928 in a NGA Section 4 rate case.

32.2 BASIS

Pursuant to FERC order issued March 21, 2013 at Docket No. RM12-14-000 (Order No. 776), Transporter incorporates by reference into this Tariff the ACA unit charge specified in the annual notice issued by the FERC entitled "FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge" as found on the Annual Charges pages of the Natural Gas section of the FERC's website, located at http://www.ferc.gov. This ACA unit charge shall be effective the first day of October following issuance of this notice and shall extend to the last day of September the following year (i.e., the duration of the fiscal year).

32.3 REMITTANCE TO THE FERC

Transporter shall remit to the FERC, not later than 45 Days after receipt of the Annual Charge Billing, the Total Annual Charge stated in such billing.

33. WAIVERS

33.1 PENALTY WAIVER

Transporter may, in exercise of its reasonable discretion, and on a nondiscriminatory basis, waive all or a part of any penalty which might otherwise apply. Transporter shall maintain a record of all waivers granted. Such record shall include the identity of Shipper and the basis for Transporter granting the waiver and shall be available for public inspection at Transporter's office during normal business hours.

33.2 DISCRETIONARY WAIVER

Transporter may waive any of its rights under this Tariff or any obligations of Shippers under this Tariff for good cause as to any specific default that has already occurred, or case-by-case in advance as to any specific, temporary operational problem, on a basis which is not unduly discriminatory.

33.3 NON-WAIVER

Notwithstanding the foregoing, no waiver by either Shipper or Transporter of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.

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

34.1 Transporter has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ 3.1, which are required by the Commission in 18 CFR Section 284.12(a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the Tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

34.1.1 **Standards not Incorporated by Reference and their Location in Tariff:**

NAESB Standard	Section No.	Section Name
0.3.3	14.1(a)(9)	Evaluation of Credit
0.3.4	14.1(a)(9)	Evaluation of Credit
0.3.5	14.1(a)(9)	Evaluation of Credit
0.3.6	14.1(a)(9)	Evaluation of Credit
0.3.7	14.1(a)(9)	Evaluation of Credit
0.3.8	14.2(c)	Evaluation of Credit
0.3.9	14.2(c)	Evaluation of Credit
0.3.10	14.1(a)(9)	Evaluation of Credit
1.2.4	7.6(a)	Nomination/Reporting and Balancing
1.2.12	7.5(c)(iii)	Nomination/Reporting and Balancing
1.3.1	1.0	Definitions
1.3.2(i-vi)	7.2	Nomination/Reporting and Balancing
1.3.3	7.7	Nomination/Reporting and Balancing
1.3.4	7.1(a)	Nomination/Reporting and Balancing
1.3.5	7.1(a)	Nomination/Reporting and Balancing
1.3.7	7.1(a)	Nomination/Reporting and Balancing
1.3.8	7.6(b)	Nomination/Reporting and Balancing
1.3.11	7.6(h)	Nomination/Reporting and Balancing
1.3.13	7.6(g)	Nomination/Reporting and Balancing
1.3.14	7.1(d)	Nomination/Reporting and Balancing

NAESB Standard	Section No.	Section Name
1.3.19	7.8	Nomination/Reporting and Balancing
1.3.21	7.1(c)	Nomination/Reporting and Balancing
1.3.22	7.5(c)	Nomination/Reporting and Balancing
1.3.23	7.11	Nomination/Reporting and Balancing
1.3.32	7.6(d)	Nomination/Reporting and Balancing
2.2.1	1.0	Definitions
2.3.3	9.2	Determination of Daily Receipts
2.3.5	9.2, 10.1	Determination of Daily Receipts
2.3.6	10.1	Determination of Deliveries
2.3.9	1.0	Definitions
2.3.10	1.0	Definitions
2.3.14	19.10	Measurement
2.3.16	10.1	Determination of Deliveries
2.3.18	9.2	Determination of Daily Receipts
2.3.26	13.5(a)	Statements, Billing, Payment and Discounting Policy
2.3.28	13.3	Statements, Billing, Payment and Discounting Policy
3.2.1	1.0	Definitions
3.3.9	13.1	Statements, Billing, Payment and Discounting Policy
3.3.14	13.1, 13.3	Statements, Billing, Payment and Discounting Policy
3.3.15	13.5	Statements, Billing, Payment and Discounting Policy
3.3.17	13.4	Statements, Billing, Payment and Discounting Policy
3.3.18	13.4	Statements, Billing, Payment and Discounting Policy
3.3.19	13.4	Statements, Billing, Payment and Discounting Policy
4.3.89	15.1(a)(1)	Interactive Website
4.3.90	15.1(a)(2)	Interactive Website
4.3.91	15.1(a)(3)	Interactive Website
4.3.92	15.1(a)(3)	Interactive Website

NAESB Standard	Section No.	Section Name
5.3.1	16.1(b)	Capacity Release by Firm Shippers
5.3.2	16.1(c)	Capacity Release by Firm Shippers
5.3.3	16.4(a)	Capacity Release by Firm Shippers
5.3.4	16.9(c)	Capacity Release by Firm Shippers
5.3.5	16.12(a)	Capacity Release by Firm Shippers
5.3.8	16.2(c), 16.3(b)(3), 16.4(e)	Capacity Release by Firm Shippers
5.3.11	16.10	Capacity Release by Firm Shippers
5.3.13	16.7(6)(e)	Capacity Release by Firm Shippers
5.3.14	16.4(f)(2)	Capacity Release by Firm Shippers
5.3.15	16.7(6)(e)	Capacity Release by Firm Shippers
5.3.16	16.4(f)(1)	Capacity Release by Firm Shippers
5.3.19	16.4(g)	Capacity Release by Firm Shippers
5.3.25	16.6(c)	Capacity Release by Firm Shippers
5.3.26	16.2(j), 16.8(i)	Capacity Release by Firm Shippers
5.3.28	16.3(b)(1), 16.2(b)	Capacity Release by Firm Shippers
5.3.44	16.13(b)	Capacity Release by Firm Shippers
5.3.45	16.13b(6)	Capacity Release by Firm Shippers
5.3.46	16.13c(2)	Capacity Release by Firm Shippers
5.3.47	16.13c(1)	Capacity Release by Firm Shippers
5.3.48	16.13c(2)	Capacity Release by Firm Shippers
5.3.49	16.13c(3)	Capacity Release by Firm Shippers
5.3.50	16.13(2)	Capacity Release by Firm Shippers
5.3.51	16.13(a)	Capacity Release by Firm Shippers
5.3.52	16.13(c)(1)	Capacity Release by Firm Shippers
5.3.53	16.13(e)	Capacity Release by Firm Shippers
5.3.55	16.13(d)	Capacity Release by Firm Shippers
5.3.56	16.13(d)	Capacity Release by Firm Shippers

NAESB Standard	Section No.	Section Name
5.3.57	16.13(d)	Capacity Release by Firm Shippers
5.3.58	16.13(d)	Capacity Release by Firm Shippers
5.3.59	16.14(a)	Capacity Release by Firm Shippers
5.3.73	17	Advertisement and Marketing Fees

34.1 (a) Standards Incorporated by Reference:

General
Definitions: 0.2.5
Standards: 0.3.1, 0.3.2, 0.3.16, 0.3.17

Gas/Electric Operational Communications
Definitions: 0.2.1 to 0.2.4
Standards: 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Storage Information
Data Sets: 0.4.1

Operating Capacity and Unsubscribed
Standards: 0.3.18, 0.3.20 to 0.3.22

Location Data Download
Standards: 0.3.23 to 0.3.29
Data Sets: 0.4.4*

Nominations Related Standards

Definitions:	1.2.1, 1.2.2, 1.2.3, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.13 to 1.2.19
Standards:	1.3.6, 1.3.9, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.20, 1.3.24 to 1.3.31, 1.3.33 to 1.3.46, 1.3.48, 1.3.51, 1.3.53, 1.3.55, 1.3.56, 1.3.58, 1.3.62, 1.3.64 to 1.3.77, 1.3.79, 1.3.80, 1.3.81, 1.3.82
Data Sets:	1.4.1*, 1.4.3, 1.4.4*, 1.4.5*, 1.4.6*, 1.4.7

Flowing Gas Related Standards

Definitions:	2.2.2 to 2.2.5
Standards:	2.3.1, 2.3.2, 2.3.4, 2.3.7, 2.3.8, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.17, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.40 to 2.3.48, 2.3.50 to 2.3.66

Data Sets:	2.4.1*, 2.4.2, 2.4.3*, 2.4.5, 2.4.6 to 2.4.11, 2.4.17, 2.4.18

Invoicing Related Standards

Standards:	3.3.3 to 3.3.8, 3.3.10 to 3.3.13, 3.3.16, 3.3.21 to 3.3.26
Data Sets:	3.4.1, 3.4.2, 3.4.3, 3.4.4

Quadrant Electronic Delivery Mechanism Related Standards

Definitions:	4.2.1 to 4.2.20
Standards:	4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22 to 4.3.28, 4.3.30 to 4.3.36, 4.3.38, 4.3.40 to 4.3.50, 4.3.52 to 4.3.55, 4.3.57, 4.3.58, 4.3.60 to 4.3.62, 4.3.66 to 4.3.69, 4.3.72, 4.3.75, 4.3.78, 4.3.79, 4.3.81 to 4.3.87, 4.3.93 to 4.3.105

Capacity Release Standards

Definitions:	5.2.1 to 5.2.5
Standards:	5.3.7, 5.3.9, 5.3.10, 5.3.12, 5.3.18, 5.3.20 to 5.3.24, 5.3.29, 5.3.31 to 5.3.42, 5.3.54, 5.3.60, 5.3.62, 5.3.62a, 5.3.63 to 5.3.72
Data Sets:	5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.23, 5.4.24*, 5.4.25*, 5.4.26*, 5.4.27

Internet Electronic Transport Related Standards

Definitions:	10.2.1 to 10.2.38
Standards:	10.3.1, 10.3.3 to 10.3.12, 10.3.14 to 10.3.27

*These requirements have been implemented in relation to the posting of proprietary location codes on Transporter's Internet website. However, these requirements have not yet been implemented as they apply to electronic processes and are subject to the extension of time identified below.

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

On April 18, 2019, the Commission issued an Order Granting Requests for Extension of Time with respect to the standards listed below as they apply to electronic processes until December 31, 2020. *Trailblazer Pipeline Company LLC, et al.*, 167 FERC ¶ 61,041 (2019).

Additional Standards

Operational Capacity and Unsubscribed Capacity	Data Sets:	0.4.2, 0.4.3
Location Data Download	Data Sets:	0.4.4**

Nominations Related Standards

Data Sets: 1.4.1**, 1.4.2, 1.4.4**, 1.4.5**, 1.4.6**

Flowing Gas Related Standards

Data Sets: 2.4.1**, 2.4.3**, 2.4.4

Quadrant Electronic Delivery Mechanisms Related Standards

Standards: 4.3.80, 4.3.106

Capacity Release Related Standards

Data Sets: 5.4.20, 5.4.21, 5.4.22, 5.4.24**, 5.4.25**, 5.4.26**

**Extension of time does not apply to these requirements related to the posting of proprietary location codes on Transporter's Internet website.

34.2 (a) Transporter shall utilize the standard data sets provided by the standards incorporated by reference in 18 CFR Section 284.12. Transporter's implementation guide for the standardized data sets specifies Transporter's intended use, if any, of the data elements that are coded as "business conditional" (BC) and "mutually agreeable" (MA) for purposes of EDI. The implementation guide may be obtained by contacting the Website Security Help Line and asking for the EDI coordinator. The Website Security Help Line phone number can be found at http://pipeline.tallgrassenergylp.com.

(b) Transporter shall utilize the North American Energy Standards Board Electronic Data Interchange Trading Partner Agreement – Dated: June 15, 2009 (Version 2.0, Standard 6.3.3).

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

35. NEGOTIATED RATES

35.1 PRECONDITIONS TO NEGOTIATED RATES

Rates to be charged by Transporter for service to any Shipper under Rate Schedule FTS, FTB, ITS, PALS, or WS may deviate in either form or level or both from the applicable maximum rate level in this Tariff, subject to the following provisions:

(a) Transporter and Shipper have executed a valid Agreement containing therein or in a related agreement a specific mutual understanding that Negotiated Rate(s) or a Negotiated Rate Formula will apply to service for that Shipper;

(b) At the time of execution of the Agreement (or the amendment to an Agreement), which first provides for the applicability to Shipper of the Negotiated Rate(s) or Negotiated Rate Formula, service was available pursuant to the terms and conditions (not modified by this Section 35) of Rate Schedule FTS, ITS, PALS, or WS of this Tariff, as applicable; and

(c) No later than the Business Day on which Transporter commences service at such Negotiated Rate(s) or Negotiated Rate Formula (or if the day on which Transporter commences service is not a Business Day, then no later than the next Business Day after Transporter commences service), Transporter will make a Tariff filing advising the Commission of such Negotiated Rate or Negotiated Rate Formula, stating the name of Shipper, the type of service, the Receipt and Delivery Point(s) applicable to the service, the quantity of the gas to be transported, any other charges, and specifying either: (i) the specific Negotiated Rate included in such Agreement; or (ii) the Negotiated Rate Formula included in such Agreement with sufficient specificity such that the rate in effect from time to time can be readily calculated. The Tariff section filed must also incorporate a statement that the Agreement does not deviate from the form of Service Agreement in any material respect.

35.2 CAPACITY ALLOCATION

To the extent the revenue level pursuant to the Negotiated Rate(s) or Negotiated Rate Formula provided for in Section 35.1 above should exceed the revenue level at the Recourse Rate, the Shipper paying such Negotiated Rate(s) or rate(s) under a Negotiated Rate Formula shall be treated, for all capacity allocation purposes, as if the rate(s) paid had been equal to the Recourse Rate. Any Shipper, existing or new, paying the Recourse Rate(s) has the same right to capacity as a Shipper willing to pay a higher Negotiated Rate(s) or rate(s) under a Negotiated Rate Formula. If the Negotiated Rate or the rate under a Negotiated Rate Formula is higher than the corresponding Recourse Rate, the Recourse Rate rather than the Negotiated Rate will be used as the price cap for release capacity pursuant to Section 16.7 of these General Terms and Conditions and for the Right of First Refusal pursuant to Section

18.2 of these General Terms and Conditions. Where the Negotiated Rate(s) or rate(s) under a Negotiated Rate Formula results in revenue which is greater than the Recourse Rate during certain portions of the relevant evaluation period but less than the revenue at the Recourse Rate during other portions of the relevant evaluation period (but the revenue pursuant to the Negotiated Rate(s) or rate(s) under a Negotiated Rate Formula equals or exceeds that which would be generated at the Recourse Rate for the entire evaluation period), the value of bids and requests at the Negotiated Rate(s) or rate(s) under a Negotiated Rate Formula shall be evaluated as though the Recourse Rate applied under such bid or request for the entire evaluation period. Where the Negotiated Rate(s) or rate(s) under the Negotiated Rate Formula result in revenue which is less than revenue at the Recourse Rate over the relevant evaluation period, the value of the bids or requests at the Negotiated Rate(s) or rate(s) under the Negotiated Rate Formula shall be evaluated based on such lower revenue and shall be afforded a correspondingly lower priority than bids or requests at the Recourse Rate.

35.3 ACCOUNTING FOR COSTS AND REVENUES

The allocation of costs to, and the recording of revenues from service at Negotiated Rate(s) will follow Transporter's normal practices associated with all of its services under this Tariff. Transporter will maintain separate records of Negotiated Rate and Negotiated Rate Formula transactions for each billing period. These records shall include the quantities transported, the billing determinants (contract MDQ), the rates charged and the revenue received associated with such transactions. Transporter will separately identify such transactions in Statements G, I and J (or their equivalent) filed in any general rate proceeding. Should Transporter institute a Tariff provision to flow through on a current basis to its Shippers the impact of certain transportation transactions, the treatment of revenues from Negotiated Rate(s) or Negotiated Rate Formula(s) shall be specified in such provision.

35.4 CAPACITY RELEASE REVENUE

Transporter and Shipper may agree hereunder to a Negotiated Rate or Negotiated Rate Formula which includes payment obligations or crediting mechanisms in the event of a capacity release which vary from those set out in Section 16.12 of these General Terms and Conditions. Nothing in the forgoing sentence, however, shall authorize Transporter or Shipper to violate the Commission's policy with respect to the negotiation of terms and conditions of service.

35.5 NEGOTIATED FUEL

Under this Section 35, Transporter may negotiate the Fuel Reimbursement Percentage and surcharge components of its rates. Transporter will protect Recourse Rate Shippers from subsidizing Shippers paying a negotiated Fuel Reimbursement Percentage and surcharge amounts as set out in this Section 35.5. The separate

accounting under Section 35.3 hereof will include separate accounting for Fuel Reimbursement and surcharge amounts collected and a comparison with the amounts which would have been collected at the maximum rate levels for the Fuel Reimbursement and surcharges stated in Transporter's Tariff. In the event that Transporter agrees as part of a Negotiated Rate or Negotiated Rate Formula to assess Fuel Reimbursement or surcharge amounts which are less than the amounts which would be collected at the maximum rate level for such components stated in Transporter's Tariff, Transporter will credit the maximum Recourse Rate surcharge amounts to its surcharge accounts and will credit the maximum Recourse Rate Fuel Reimbursement levels to its Fuel retainage accounts; provided, however, that Transporter is not required to include Fuel Reimbursement at maximum levels if it can show that no Fuel or less Fuel was used in providing the service.

35.6 With respect to a Negotiated Rate Agreement that contains a cap on the applicable Fuel Reimbursement Percentage, Transporter and Shipper may agree to extend such cap to temporary Replacement Shippers or permanent Replacement Shippers if the Shipper exits the natural gas transportation business. Transporter is not obligated to agree to any such cap extension under a capacity release; provided, however, to the extent it offers or agrees to any such provision, it must do so on a non-discriminatory basis for similarly situated Shippers. Transporter posts such negotiated rate Fuel Reimbursement cap extension provision on its Transactional Report in accordance with Section 284.13 of the Commission's Regulations.

35.7 TREATMENT OF DISCOUNTS

(a) In addition to the discounting policy set forth in Section 13.6 of these General Terms and Conditions, a discount-type adjustment to recourse rates for negotiated rate agreements shall only be allowed to the extent that Transporter can meet the standards required of an affiliate discount-type adjustment including requiring that Transporter shall have the burden of proving that any discount granted is required to meet competition. Transporter shall be required to demonstrate that any discount-type adjustment for negotiated rate agreements does not have an adverse impact on recourse rate shippers.

(i) Demonstrating that, in the absence of Transporter's entering into such negotiated rate agreement providing for such discount, Transporter would not have been able to contract for such capacity at any higher rate, and that recourse rates would otherwise be as high or higher than recourse rates which result after applying the discount adjustment; or by

(ii) Making another comparable showing that the negotiated rate discount contributes more fixed costs to the system than could have been achieved without the discount.

(b) Transporter shall have the right to seek in future general rate proceedings discount-type adjustments in the design of its rates related to negotiated rate agreements that were converted from pre-existing discount adjustments to negotiated rate agreements, provided that the type of pre-existing service is not altered as a result of the conversion to a negotiated rate. In those situations, Transporter may seek a discount-type adjustment based upon the greater of: (a) the negotiated rate revenues received or (b) the discounted rate revenues which otherwise would have been received.

36. ACQUIRED CAPACITY

(a) Transporter may from time to time enter into transportation agreements with upstream or downstream entities, including other interstate pipelines, intrastate pipelines, or local distribution companies (Acquired Capacity). Transporter may use Acquired Capacity for its system operational needs and to render service to its customers. Except as provided in subSection (b), Transporter states that, if it transports gas for others using Acquired Capacity, it will apply to such services the same rates and tariffs as are applicable to onsystem customers, as such rates and tariffs may change from time to time. For purposes of any use of Acquired Capacity covered by this Section 36(a), the "shipper must hold title" requirement is waived.

(b) Nothing herein shall be read to preclude Transporter from filing with the Commission for different tariff provisions applicable to any service which Transporter provides using Acquired Capacity; provided, however, that the waiver of the "shipper must hold title" requirement hereunder shall not apply in such a circumstance and Transporter will be required to seek a case-specific waiver of that requirement from the Commission.

37. OPERATIONAL CONTROL

37.1 GENERAL

(a) Transporter shall endeavor to maintain adequate pressure throughout its system and to preserve the overall operational integrity of its system; provided, however, that Transporter shall not be obligated to buy or sell gas or to install additional compression or otherwise modify its system for these purposes. Operating personnel for Shippers and other entities which are physically taking delivery of gas from Transporter or tendering gas to Transporter shall cooperate with Transporter in furtherance of this Section. Each Shipper shall designate the telephone and telefax numbers of one or more persons [but not more than two (2) primary and two (2) backup persons] for Transporter to contact on operating matters (including the receipt of Operational Flow Orders and notices of a Critical Time) at any time, on a 24-hour a day, 365-day a year basis. Such contact persons must have adequate authority and expertise to deal with such operating matters.

(b) For the purpose of these General Terms and Conditions, the overall operational integrity of Transporter's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall operating performance of the entire physical system as an entity (or any portion thereof), and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of gas delivered.

(c) Transporter shall post a Monthly Maintenance Schedule on its Interactive Website each month prior to bid-week for the subsequent month that contains a list of scheduled maintenance activities Transporter anticipates conducting in the subsequent month which are likely to result in curtailment or outages on the pipeline. Such Monthly Maintenance Schedule posting shall include the facilities anticipated to be impacted by the project, an estimate of the date each project will be conducted, and the name and amount of estimated curtailment for each segment anticipated to be impacted by the project. If it is necessary for Transporter to perform a new maintenance project in the subsequent month that was not previously included in the Monthly Maintenance Schedule posting, and that Transporter could not reasonably anticipate would be necessary to perform in the subsequent month when the Monthly Maintenance Schedule was posted, Transporter shall post an update to the Monthly Maintenance Schedule on its Interactive Website specific to the new maintenance project before the end of the current month in which the Monthly Maintenance Schedule posting was made.

37.2 FACILITY CONTROL

Transporter shall maintain actual physical and operational control of all transmission and other facilities on its system.

37.3 OPERATING PLAN

(a) Transporter shall, on an annual or such more frequent basis as Transporter deems necessary for proper operation of its system, prepare and circulate to all Shippers an Operating Plan. Such Operating Plan shall set out a plan for operation of the system on a basis which approaches an optimum level, given ordinary engineering and operating constraints, and for maintenance of service at projected levels to all Shippers, consistent with applicable priorities of service. The Operating Plan may include, inter alia, a specification of:

(1) Desired levels of flow gas for each category of Shipper during various periods of the year.

(2) Plans to deal with specific contingencies Transporter anticipates may occur during the period covered by the Operating Plan.

(b) The Operating Plan shall be for planning and informational purposes only and shall not be binding on Transporter or on any Shipper. It is further understood that, since all elements of an Operating Plan are subject to continual change and are contingent on the actions of numerous Shippers, the Operating Plan may not necessarily be an accurate depiction of the system at any point in time.

(c) Transporter may request that Shippers periodically provide non-binding estimates of flow patterns, injections and withdrawals and other operating parameters. Such information may be used in preparation of the Operating Plan or in testing whether an Operating Plan previously circulated requires revision.

37.4 OPERATIONAL CONTROL SEQUENCE

In the event Transporter's observations or projections indicate that a situation is or may be developing in which adequate pressures may not be maintained or the overall operational integrity of its system (or any portion thereof) could be threatened, or in the event that such a situation actually occurs, Transporter is empowered by this Section to take action to alleviate this situation. In responding to such a situation, Transporter shall first apply the Advisory Action procedures of Section 37.5. If such measures are not sufficient in Transporter's judgment to address the situation fully, Transporter shall next employ Operational Flow Orders as provided in Section 37.6. In the event Operational Flow Orders alone are not adequate, Transporter may invoke the Critical Time procedures set out in Section 37.7. Finally, Transporter may take unilateral action as provided in Section 37.8. The procedures set out in such provisions, and their sequencing, are intended to be applied only to the extent any of the specific actions indicated, or such sequencing, would tend to alleviate the situation to be addressed. In

issuing Advisory Actions, Operational Flow Orders or a Critical Time, Transporter shall describe the conditions and the specific responses required from the affected parties. To the extent practicable, Transporter shall direct its actions hereunder to Shippers creating or anticipated to create the situation to be addressed and shall act consistent with Section 37.9. Nothing herein shall preclude Transporter from bypassing any of the above procedures if, in its judgment, the situation so requires. Transporter will keep Shippers advised through the Interactive Website on the status of the situation.

37.5 ADVISORY ACTIONS

In the event Transporter determines that action is required to avoid a situation in which system pressure is not maintained or in which the overall operational integrity of the system or any portion of the system is jeopardized, Transporter may take the Advisory Actions set out herein to forestall the development of such a situation.

(a) Transporter may request Shippers or other entities affecting its system to take any of the following actions, or other similar actions, to the extent such actions would tend to alleviate the situation, on a voluntary basis:

(1) Change Receipt or Delivery Points;

(2) Change usage patterns (e.g., end users switch to alternate fuels);

(3) Provide assistance from other resources (such as customer storage);

(4) Activate pre-negotiated voluntary arrangements under which gas is diverted from one Shipper to another or from a non-Shipper to a Shipper (which arrangements may specify appropriate compensation);

(5) Reconcile transportation imbalances; and/or

(6) Such other voluntary action as would tend to alleviate or forestall the situation.

(b) Transporter may also take actions within its control which might tend to alleviate or forestall the situation. Such actions may include the following:

(1) Advise any Shipper which is not maintaining receipts and deliveries in balance that such imbalances must not continue;

(2) Curtail or require adjustments or supply shifts in ITS, PALS, or WS service;

(3) Take such other actions as are within Transporter's control and discretion to alleviate or forestall the situation.

37.6 OPERATIONAL FLOW ORDERS

(a) In the event that, in Transporter's judgment, the Advisory Actions under Section 37.5 are not sufficient to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of Transporter's system or to maintain operations required to provide efficient and reliable firm service, Transporter is authorized to issue Operational Flow Orders.

(b) Notwithstanding the foregoing, Transporter shall take reasonable actions to minimize the issuance and the adverse impact of Operational Flow Orders, or of any other measure taken under this Section 37 in response to adverse operational events on Transporter's system. Transporter will issue Operational Flow Orders only if necessary to maintain the pressure of its system within the range of normal operating parameters or to respond to or prevent facility outages or other conditions which could have a detrimental impact on system reliability or service integrity on its system. Operational Flow Orders shall be lifted as soon as such conditions no longer prevail. The Operational Flow Order shall identify with specificity the situation to be addressed and shall (in addition to mandating specific actions) indicate voluntary actions by Shippers (increased takes or receipts/decreased takes or receipts, etc.) which would alleviate such situation. Operational Flow Orders shall also specify the time when compliance must be achieved. Such Operational Flow Orders may, subject to Section 37.11, require a Shipper to take any of the following actions, or similar actions, to the extent such actions would tend to alleviate the situation to be addressed:

(1) Commence or increase supply inputs into Transporter's system or at specific points, or shift such supply inputs (in whole or in part) to different points.

(2) Cease or reduce supply inputs into Transporter's system or at specific points.

(3) Commence or increase takes of gas from Transporter's system or from specific points, or shift takes to different points.

(4) Cease or reduce takes from Transporter's system or at specific points.

(5) Reconcile transportation imbalances.

(6) Such other actions as are within Shipper's control which may alleviate the situation to be addressed.

(c) No Shipper will be required under an Operational Flow Order to exceed its total firm MDQ under its Agreements with Transporter under Part 284 of the Commission's Regulations. Nor will a Shipper be required to accept delivery of gas which the Shipper cannot use in its plant or service territory. Further, a Shipper subject to an Operational Flow Order issued to increase deliveries at Receipt Points will have the option to decrease takes at Delivery Points by a like amount instead, and vice versa. Similarly, a Shipper subject to an Operational Flow Order issued to decrease deliveries at Receipt Points will have the option to increase takes at Delivery Points by a like amount instead, and vice versa.

(d) In issuing Operational Flow Orders to correct problems with either too much gas or insufficient gas being received vis-a-vis deliveries, Transporter will generally follow the following sequence, to the extent there is sufficient time:

(1) Transporter will require all Shippers out of balance to the detriment of the system to balance their Agreements.

(2) Transporter will seek voluntary action from Shippers, subject to the Shipper and Transporter negotiating adequate compensation.

(3) Transporter will interrupt interruptible services if that will restore system flexibility prior to issuance of generally applicable Operational Flow Orders or curtailment of firm services. This step will be taken when Shippers are failing to comply with previously issued Operational Flow Orders or when Transporter cannot identify which Shippers are creating the problem.

(e) Notice of an Operational Flow Order will be posted on the Interactive Website, and will be the first item shown on the bulletin board feature of the Interactive Website. Transporter shall also post, as soon as available, information about operational parameters which affect when an Operational Flow Order will begin and end (e.g., significant changes in pressure on any pipeline segment, status of facility repairs, etc.). Transporter shall provide as much advance warning as possible of conditions which may create the need to issue an Operational Flow Order and the issuance of an Operational Flow Order. Transporter will endeavor to post the notice that it will issue an Operational Flow Order on the Interactive Website before 4:00 p.m. Central Time or otherwise will endeavor to notify Shippers via the Interactive Website by 4:00 p.m. Central Time that they should check the Interactive Website again at a specified later time to see whether an Operational Flow Order will be in effect for the next day. Transporter must attempt to give actual notice of an Operational Flow Order via telefax or telephone (provided a Shipper has given the numbers to Transporter as required in Section 37.1) at least four (4) hours prior to the start of the day before an Operational Flow Order will be effective as to a Shipper. Such notice shall specify

the anticipated duration of the Operational Flow Order. An Operational Flow Order will be effective at the start of a day and will continue until the end of the day and through the end of successive days until Transporter notifies Shippers on the Interactive Website that the Operational Flow Order has been lifted.

(f) If any Shipper fails to comply with an Operational Flow Order during any period which is not a Critical Time, it shall be subject to a penalty of an amount per Dth determined below times any quantity of gas by which it deviated from the requirements of the Operational Flow Order. A Shipper shall be exempt from such a penalty under this Section 37.6 to the extent the Operational Flow Order requires action beyond Shipper's contract limits under its Agreement with Transporter or if Shipper has complied within a reasonable range, which range will be specified in the Operational Flow Order. Penalties under this Section 37.6(f) shall be calculated as follows:

Imbalance Level	Penalty (Greater of)
0% - 5%	$0
Greater than 5% - 10%	$0.25/Dth or 12.5% x MIP
Greater than 10% - 20%	$0.50/Dth or 25% x MIP
Greater than 20% - 50%	$1.00/Dth or 50% x MIP
Greater than 50%	$2.00/Dth or 100% x MIP

The MIP shall be calculated in accordance with Section 12.3(c) of these General Terms and Conditions and is based on the highest weekly price, in this context.

(g) Within ninety (90) days after an Operational Flow Order has been lifted. Transporter will submit to the Commission a report which describes the specific operational factors which caused the Operational Flow Order to be issued and to be lifted.

37.7 CRITICAL TIME

(a) Transporter shall advise Shippers on its system if it is declaring a Critical Time and shall specify the nature of the situation creating the Critical Time.

(b) A Critical Time may be declared (1) when the total physical receipts to all or a portion of the system are approaching or expected to approach, a level that is in excess of the total physical deliveries; (2) when the total physical deliveries from all or a portion of the system are approaching or expected to approach, a level that is in excess of the total physical receipts; (3) when system pressure on one or more pipeline segments is falling and approaching a level or is expected to fall and approach a level that is at or below the minimum that Transporter considers necessary for system integrity or to fulfill its firm contractual obligations; (4) when system

pressure is rising and approaching a level or is expected to rise and approach a level that is at or above the maximum pressure at which Transporter's facilities may be safely operated; or (5) at other times when Transporter is unable or anticipates it may not be able to fulfill its firm contractual obligations or otherwise when necessary to maintain the overall operational integrity of all or a portion of Transporter's system. A Critical Time may not be declared on all or a portion of the system for the purpose of maintaining interruptible services on that portion of the system, but interruptible gas may flow at times or on portions of the system when such flow would not violate any operational control restrictions or provisions of this Tariff. Transporter shall notify Shippers on the Interactive Website system as to the reason(s) why a Critical Time was declared.

(c) Notice of a Critical Time will be posted on the Interactive Website system, and will be the first information item shown on the bulletin board feature of the Interactive Website. Transporter will endeavor to post the notice on the Interactive Website before 4:00 p.m. Central Time or otherwise will endeavor to notify Shippers via the Interactive Website by 4:00 p.m. Central Time that they should check the Interactive Website again at a specified later time to see whether a Critical Time will be in effect for the next day. Transporter must attempt to give actual notice of a Critical Time via telefax or telephone (provided a Shipper has given the numbers to Transporter as required in Section 37.1) at least four (4) hours prior to the start of the day before a Critical Time will be effective as to a Shipper. Such notice shall specify the anticipated duration of the Critical Time. A Critical Time will be effective at the start of a day and will continue until the end of the day and through the end of successive days until Transporter notifies Shippers via the Interactive Website that there is no longer a Critical Time.

(d) Transporter may issue Operational Flow Orders as described in Section 37.6 during a Critical Time.

(e) The penalty for failure to abide by an Operational Flow Order issued during a Critical Time shall be determined as follows:

Critical Time Imbalance Level	Penalty (Greater of)
0 - 3%	$0
Greater than 3% - 10%	$ .50 Dth or 25% x MIP
Greater than 10% - 20%	$1.00 Dth or 50% x MIP
Greater than 20% - 50%	$2.00 Dth or 100% x MIP
Greater than 50%	$4.00 Dth or 200% x MIP

MIP shall be calculated in accordance with Section 12.3(c) of these General Terms and Conditions and is based on the highest weekly price in this context.

37.8 UNILATERAL ACTION

In the event that the actions under Sections 37.4 through 37.7 are inadequate or there is insufficient time to carry out such procedures, Transporter may periodically have to take unilateral action to maintain system pressure and preserve the overall operational integrity of Transporter's system (or any portion thereof). Transporter is authorized to use all the resources of its system to such ends, and supply received into Transporter's system, even though gas may be owned by a person other than the entity receiving delivery. Transporter shall not, however, be responsible as a supplier of gas to any Shipper.

37.9 APPLICABILITY OF ACTIONS

(a) In exercising its authority pursuant to Sections 37.4 through 37.8, Transporter shall generally direct its actions to Shippers in the following sequence, to the extent such actions and/or sequencing will tend to alleviate the situation to be addressed:

(1) First, to any Shipper which is causing disruption due to its failure to maintain receipts and deliveries in balance or to match physical flows with nominated receipts or deliveries;

(2) Second, to any Shipper which has failed or is failing to take action to anticipate a change in demand;

(3) Third, to any Shipper which is operating in a manner which conflicts with sound operational practices in relation to Transporter's system; and

(4) Lastly, to all other Shippers.

(b) Notwithstanding subSection (a), any Shipper which has taken voluntary action to alleviate a situation shall be exempted from further action hereunder to the extent of its voluntary action until Transporter has applied equivalent measures to other Shippers.

(c) Operational Flow Orders shall require action within any Shipper class proportionate to appropriate and relevant parameters, such as applicable contract quantities or current or recent flowing gas quantities.

37.10 USE OF PENALTY FUNDS

All amounts collected by Transporter for i) Cash-Out Penalties, ii) Unauthorized Overrun Charges, and iii) other penalties billed for failure to comply with an Operational Flow Order, including during a Critical Time, shall be allocated and distributed to Shippers each year. Such allocations and distributions are to be made as follows:

(a) Cash-Out Penalties will be netted against costs incurred. These amounts will be used to compensate Transporter for any cash-out expenses and for any costs it has incurred. A refund allocation factor for each Shipper shall be calculated by dividing the actual revenues for each Shipper by the total revenues during the reporting period. The revenues used to calculate the refund allocation factor shall be net of all applicable surcharges, including but not limited to, ACA surcharges. The resulting refund allocation factor for the reporting period shall be multiplied by the net penalty charge revenue to determine the applicable direct payment or invoice credit to each shipper.

(b) With respect to Unauthorized Overrun Chares, and Operational Flow Orders, any remaining amounts will be refunded pro rata, based on a Shipper's total reservation and commodity charges paid during the year, as compared to all Shippers; excluding, however, any Shipper which failed to comply with an Operational Flow Order or which had an Unauthorized Overrun. A Shipper's eligibility for refunds shall be determined on a monthly basis and a Shipper which failed to comply with any Operational Flow Order or which had an Unauthorized Overrun shall be excluded from refunds only for the month in which that event occurred. Where capacity has been released, amounts shall be distributed to the original Shipper, except in the case of a permanent release where amounts shall be distributed to the Replacement Shipper.

(c) Any costs incurred in excess of penalty revenues will be carried forward to the next year's calculation with interest at the rate set forth in 18 C.F.R. 154.501(d)(1).

37.11 STANDARDS

(a) In issuing Operational Flow Orders or taking other operational control action under this Section, Transporter shall apply consistent and objective engineering and operational criteria to define the overall operational integrity of the system and acceptable pressure levels to be protected, to evaluate the imminent nature of any threat to these factors, and to determine what steps are necessary to preserve such factors. Such criteria may be changed from time to time as operating experience indicates.

(b) In applying this Section, Transporter shall operate its system on a non-discriminatory manner, without regard to the source of supply, the identity or nature of any Shipper or the identity of any entity tendering or receiving gas except as otherwise explicitly provided herein.

38. PERIODIC RATE ADJUSTMENT (PRA) - FUEL AND L&U REIMBURSEMENT

38.1 Purpose and Applicability: This Section 38 establishes a Periodic Rate Adjustment ("PRA") mechanism for the purpose of adjusting the Expansion System Fuel Reimbursement Percentage ("EFAP") and Under or Over Recovered Fuel ("UFRA") retention applicable to the Expansion System ("Fuel Reimbursement Percentages") and the Current Projected Lost and Unaccounted For and Under or Over Recovered Lost and Unaccounted For ("UL&U") retention for the Existing System and the Expansion System ("L&U Reimbursement Percentages") as set forth in the Currently Effective Rates – FTS & FTB Expan Syst, ITS, & AOR Fuel & L&U and Currently Effective Rates – Wheeling Service sections of this FERC Gas Tariff. This provision specifies the procedure to be utilized to adjust such percentage to reflect: (a) changes in the level of Transporter's Fuel use per unit of relevant service required to recover related Fuel costs, and (b) Under or over recovered Fuel and Lost and Unaccounted For Gas. Fuel shall be recovered in-kind by Transporter by applying the Fuel Reimbursement Percentage to the quantity scheduled for receipt. L&U shall be recovered in-kind by Transporter by applying the L&U Reimbursement Percentage to the quantity scheduled for receipt.

38.2 DEFINITIONS

(a) "AMIP" for any Month shall mean the simple arithmetic average per dekatherm cost as derived from five (5) weekly prices as reported by Natural Gas Intelligence in the table entitled "Natural Gas Intelligence Weekly Gas Price Index; Spot Gas prices" for the locations defined in Section 12.3(c) of the General Terms and Conditions in Transporter's FERC Gas Tariff. The issues of such publication to be used in determining each month's weekly average prices shall include all issues with publication dates within the calendar month, plus the first publication of the next month.

(b) "Gas Fuel" shall mean the actual dekatherm quantity of gas consumed as determined under Section 38.4(c).

(c) "Fuel" means the total Gas Fuel and those quantities necessary to amortize the Under or Over Recovered Fuel Reimbursement Deferred Account.

(d) "Base Period" shall mean the twelve (12) Months of the most recently available actual experience, and shall not be more than four (4) Months prior to the commencement of a new Recovery Period. Notwithstanding the preceding sentence, the initial Base Period shall be the period beginning February 1, 2014 and ending December 31, 2014.

(e) "Recovery Period" shall mean the period during which the revised Fuel and L&U Reimbursement Percentages may be in effect, which shall be a twelve

(12) Month period commencing with the effective date of the next redetermination as specified in Section 38.3.

(f) "Fuel Reimbursement" shall be the monthly quantity derived pursuant to Section 38.5(b)(ii) hereunder.

(g) "Lost and Unaccounted For Gas" shall be the additional quantities lost (or lesser quantities for gains) to be recovered (or passed back) to the Expansion System and Existing System through the L&U Reimbursement Percentages.

38.3 PERIODIC RATE ADJUSTMENT

(a) The initial Fuel and L&U Reimbursement Percentages shall be as set forth in the Interim and Final Fuel and L&U Reimbursement Percentages set forth in the settlement of Docket No. RP13-1031, but shall be re-determined annually for the Fuel and L&U Reimbursement Percentages to be effective May 1, 2015 and annually thereafter to be effective May 1, except Transporter may also re-determine Fuel and L&U Reimbursement Percentages to be effective November 1 based on interim filings at Transporter's discretion.

(b) Transporter shall file its adjustment to the Fuel and L&U Reimbursement Percentages at least thirty (30) days prior to the effective date of the redetermination, based on the procedures set out in Sections 38.4 and 38.5. Tracking filings submitted in accordance with this Section shall become effective, subject to refund, on the designated effective dates. Any changes from the prior tracking level shall be subject to review in the tracking filing proceeding.

38.4 EXPANSION SYSTEM FUEL REIMBURSEMENT PERCENTAGE ("EFAP") AND CURRENT PROJECTED LOST & UNACCOUNTED FOR REIMBURSEMENT PERCENTAGE

The methodology used to derive the EFAP and Current Projected Lost and Unaccounted For Reimbursement Percentage for each PRA is as follows:

(a) Gas Fuel is divided by Receipt Quantities, to calculate the EFAP.

(b) Gas Fuel. The Gas Fuel to be included in the EFAP consists of the actual dekatherm quantity consumed during the Base Period, as adjusted for changes which are known and measurable with reasonable accuracy. Gas Fuel recovered in the EFAP shall be net of the annual quantity recovered by application of a fixed tariff percentage of 0.25% to transportation quantities from the Cheyenne Hub to the East Cheyenne Gas Storage field (Location 45401).

(c) Receipt Quantities. Receipt Quantities, as defined by Section 1 of the FERC Gas Tariff hereof, except Backhaul, lateral, Existing System and any other transactions that are not subject to the EFAP shall not be included in the Receipt Quantities that are used to calculate the EFAP. The Receipt Quantities used in the calculation of the EFAP shall be the Receipt Quantities for the Base Period, adjusted for known and measurable changes, and net of quantities assessed the fixed tariff percentage of 0.25% recovered for transportation from the Cheyenne Hub to the East Cheyenne Gas Storage field (Location 45401).

(d) Current Projected Lost and Unaccounted For Gas. The Lost and Unaccounted For Gas quantities, if any, or credit for unaccounted for gain quantities, if any, to be recovered in Expansion System and Existing System Current Projected Lost and Unaccounted For Reimbursement Percentage in the Base Period, as adjusted for changes that are known and measurable with reasonable accuracy in the Recovery Period, and as expressed in Dth. This quantity shall be divided by Receipt Quantities in the Base Period, as adjusted for changes that are known and measurable with reasonable accuracy in the Recovery Period, to derive the Current Projected Lost and Unaccounted For Reimbursement Percentage. The Existing System and Expansion System L&U Reimbursement Percentages effective February 1, 2014 and in the Initial Base Period both shall be 0%. Beginning February 1, 2014, actual Lost and Unaccounted For Gas losses (or gains) shall be reconciled under Section 38.5(c) hereunder and separately between the Expansion and Existing System L&U Reimbursement Percentages.

38.5 UNDER AND OVER RECOVERED FUEL AND LOST AND UNACCOUNTED FOR GAS REIMBURSEMENT DEFERRED ACCOUNTS

Beginning February 1, 2014, Transporter shall establish and maintain separate deferred accounts to track monthly quantities and recoveries to measure the quantity of under and over recovered Fuel and Lost and Unaccounted For Gas for the Expansion System and to measure the quantity for under and over recovered Lost and Unaccounted For Gas for the Existing System. These accounts shall be used for reconciling actual quantities used with actual quantities recovered in the next PRA filing.

(a) The accumulated current deferral subaccount balances of Account No. 182.3 may include the following:

(i) The net monthly quantity for deferral as Transporter's under or over recovery of Fuel quantities under Transporter's Fuel Reimbursement Percentages with Transporter's actual Fuel quantities.

(ii) The net monthly quantity for deferral as Transporter's under or over recovery of Lost and Unaccounted For Gas under the applicable L&U Reimbursement Percentages, as measured with Transporter's actual Lost and Unaccounted For Gas, and as assigned proportionally to the Expansion and Existing System based on monthly throughput.

(iii) The over recovery to the Existing System shall be adjusted for any Lost and Unaccounted For Gas gain quantities refunded to Existing System rate shippers pursuant to Section 38.5 (c)(i) of this tariff, and monthly actual quantities shall include out-of-period quantity adjustments.

(b) The quantity to be included in the Expansion System Fuel Deferred Account shall be calculated as follows:

(i) Transporter shall determine the actual Fuel quantities incurred that month.

(ii) Transporter shall then determine the quantity recovered as follows:

1. The Fuel quantity recovered shall be determined by multiplying the Fuel Reimbursement Percentage, as set forth in this FERC Gas Tariff in effect during the deferral Month, by the services subject to Expansion System Fuel rates during the month.

2. The quantities recovered in-kind by the Fuel Reimbursement Percentage shall be the Fuel Reimbursement, but in the event Transporter collects negotiated fuel rates, Transporter shall impute recovery of the maximum applicable tariff fuel rates in lieu of the negotiated fuel rates to determine the Fuel Reimbursement.

(iii) The under or over recovery and associated monthly deferral quantity shall be determined by taking the difference between the quantities derived in Section 38.5(b)(i) and Section 38.5(b)(ii), herein. The resulting quantities shall be reflected in Transporter's current deferral subaccount applicable to Expansion System Reimbursement Percentages.

(iv) Transporter shall increase or decrease the deferred account for tracking future Expansion System Fuel Reimbursement Percentages as follows:

1. Transporter shall increase the current deferral account for under recovery in the event the actual Fuel exceeds the Fuel Reimbursement that Transporter recovered hereunder.

2. Transporter shall reduce the current deferral account for over recovery in the event the actual Fuel is less than the total Fuel Reimbursement.

3. The quantity measured as under or over recovered shall include the UFRA component of the Fuel Reimbursement Percentage to amortize the prior period deferred quantity account.

(c) Beginning February 1, 2014, Transporter shall establish and maintain separate deferred accounts for assignment of monthly Lost and Unaccounted For Gas quantities between Expansion and Existing System transportation services.

Actual monthly Lost and Unaccounted For Gas losses or gains, as assigned proportionally to Expansion and Existing Shippers based on monthly throughput, shall be compared to the monthly recovery of quantities under the applicable L&U Reimbursement Percentages to Expansion and Existing Shippers so as to track the under or over recovery of Lost and Unaccounted For Gas separately as to Expansion and Existing Shippers. The over or under recovery of each month's quantities shall be carried forward and used as a positive-cost or negative-gain adjustment in the next PRA filing.

If the Lost and Unaccounted For Gas Deferred Account is a negative (gain) balance at the end of the calendar year for either the Existing System or Expansion System rate accounts:

i. the credit balance allocated to the Existing System shall be distributed as a lump-sum cash-out refund 30 days after the filing and acceptance of the PRA filing to shippers proportionally based on annual throughput; and

ii. the credit balance amount allocated to the Expansion System shall be passed back as a credit quantity to the Expansion L&U Reimbursement Percentage in the Recovery Period, except if the sum of the Fuel Reimbursement Percentage and the Expansion System Total L&U Reimbursement Percentage is negative, the Expansion System credit quantity shall be carried forward and used as an offset to a subsequent PRA filing in the UL&U component of the L&U Reimbursement Percentage.

If the Lost and Unaccounted For Gas Deferred Account is an unrecovered L&U cost (loss) balance at the end of the calendar year, the individual deferred account balances applicable to Expansion and/or Existing System

L&U Reimbursement Percentages shall be recovered in-kind through the UL&U component of the applicable L&U Reimbursement Percentage.

38.6 UNDER AND OVER RECOVERED FUEL AND UNDER AND OVER RECOVERED LOST AND UNACCOUNTED FOR GAS

The ending volumetric balance in the Under and Over Recovered Fuel Deferred Account will be divided by the applicable Receipt Quantities for the Recovery Period of the next PRA as the applicable UFRA component of the Fuel Reimbursement Percentage. The ending volumetric balance in the Under and Over Recovered Lost and Unaccounted For Gas Deferred Account, if a cost (loss), will be divided by the applicable Receipt Quantities for the Recovery Period of the next PRA as the applicable UL&U component of the L&U Reimbursement Percentage.

38.7 EFFECTIVE DATE

The Fuel and L&U Reimbursement Percentages will be applicable to Receipt Quantities effective February 1, 2014 pursuant to the terms of the Docket No. RP13-1031 Settlement and revised thereafter on a periodic basis as set out in Section 38.3.

39. REVENUE CREDITING MECHANISM

(a) Under its Stipulation and Agreement in Docket No. RP18-922 ("Settlement"), Transporter agreed to implement a revenue crediting mechanism ("RCM") under which Transporter shall pass back revenues attributable to interruptible and firm transportation agreements, including backhaul contracts, of one year or less in length ("short-term revenues") as set forth below.

(b) Transporter shall retain the first $1.5 million of short-term revenues collected in each calendar year. For short-term revenues collected in excess of $1.5 million, Transporter shall pass back 90 percent of such revenues to (i) firm Shippers under Rate Schedule FTS and FTB that pay maximum tariff rates and charges under contracts with a primary term of greater than one year and (ii) Shippers who have executed a Negotiated Rate Agreement pursuant to the terms of Article VI of the Settlement, based on each Shipper's pro-rata share of eligible average daily firm contract demand during the applicable twelve (12) Month period.

(c) The RCM shall commence January 1, 2019 and continue for the period that Docket No. RP18-922 rates are in effect. Any calendar year for which Docket No. RP18-922 rates are not in effect a full twelve (12) Months shall be pro-rated to account for the partial year.

40. Periodic Rate Adjustment – Power Cost Tracker

40.1 PURPOSE AND APPLICABILITY

Purpose and Applicability: This Section 40 establishes a mechanism for the purpose of adjusting the Expansion System Power Cost Tracker ("PCT") rates as set forth in the applicable rate Sections of this Tariff. This provision specifies the procedure to be utilized to adjust such costs to reflect: (a) changes in the level of Transporter's Electric Power Costs ("EPC"), and (b) amortization of the under or over-recovered PCT Reimbursement Charges as an UPRA rate as provided for in Section 40.5 hereof. All amounts for reimbursement of EPC shall be recovered in-cash by Transporter by applying the PCT Reimbursement Charge as a commodity charge to the applicable transportation quantities.

Backhaul, lateral, Existing System and other transactions that are not subject to the Expansion System PCT Reimbursement Charges hereunder shall not be included in the Receipt Quantities that are used to calculate PCT. The Receipt Quantities used in the calculation of the PCT shall be the Receipt Quantities for the Base Period on the Expansion System, adjusted for known and measurable changes.

40.2 DEFINITIONS APPLICABLE TO THIS SECTION 40

(a) Electric Power Costs. The cost, as determined under Section 40.4 hereof, of electric power purchased by or for Transporter to be used in system operations. EPC shall also include the actual cost of any payments made by Transporter with respect to any surcharges imposed by electric power suppliers that may be billed or allocated to Transporter.

(b) Base Period. Each twelve (12) Month period of actual operating experience, commencing with the first Day of the Month that service is provided.

(c) Recovery Period. The period during which the PCT may be in effect, which shall be a twelve (12) Month period commencing with the effective date of the next re-determination as specified in Section 40.3.

40.3 POWER COST TRACKER

The PCT Reimbursement Charge shall be redetermined in Periodic Rate Adjustment ("PRA") filings coincident with the restatement of Fuel and L&U Reimbursement Percentages under Section 38.3 based on the procedures set out in Sections 40.4 and 40.5.

40.4 EXPANSION SYSTEM PCT REIMBURSEMENT CHARGE

The methodology used to derive the Expansion System PCT Reimbursement Charge is as follows:

(a) EPC to be included in the Expansion System PCT Reimbursement Charge are calculated by taking the sum of: the actual EPC during the Base Period, as adjusted for changes which are known and measurable with reasonable accuracy, less the allocated annual cost of Electric Power embedded in the maximum base tariff rates applicable to Existing System transportation.

(b) The net annual EPC are then divided by the total estimated annual forward haul quantities for the Expansion System in the Recovery Period to derive an amount per Dth, to be recovered in-cash as an additional commodity charge assessed to Expansion System forward haul transportation commodity quantities in the Recovery Period.

40.5 UNDER AND OVER RECOVERED PCT REIMBURSEMENT ADJUSTMENT (UPRA) ACCOUNT

Transporter shall establish and maintain a current deferral sub-account of under or over-recovered EPC for the Expansion System. These accounts shall be used for reconciling PCT recoveries with Electric Power Costs in the next PRA filing to derive a UPRA rate adjustment to the PCT rate.

(a) The accumulated current deferral sub-account balances of Account No. 182.3 may include the following:

i. The Monthly deferral of a dollar amount associated with Transporter's actual under- or over-recovered EPC;

ii. Appropriate prior period adjustments to activity, if any;

iii. Transfers of any unamortized amounts remaining in a deferral sub-account of Account Nos. 819 and 855 to the next sub-account after the related surcharge amortization period has expired.

(b) Transporter shall determine the UPRA rate adjustment for each Recovery Period as follows:

i. Actual EPC for each month of the Base Period, less the recovery of embedded Fuel costs by the Existing System base rate reservation and commodity billings recovered in each month of the Base Period, and less recovery of monthly PCT charge Expansion System billings in each month of the Base Period, is netted and summed for the

twelve months of the Base Period to determine the under or over-recovered deferred account balance;

ii. The deferred account balance shall be divided by projected Expansion System forward haul commodity quantities in the Recovery Period to derive the UPRA rate for amortization of the positive (under-recovery) or credit (over-recovery) of EPC;

iii. Negotiated PCT Reimbursement Charge(s) shall be assessed in accordance with Section 35 of these General Terms and Conditions. In the event Transporter collects negotiated PCT rates, Transporter shall impute recovery of the maximum applicable tariff PCT rates in lieu of the negotiated PCT rates to determine the PCT Reimbursement Charge;

iv. The Monthly deferral cost amount shall be determined by the difference between the dollar amounts derived in Section 40(b)(i) herein. The resulting amounts shall be reflected in Transporter's current deferral subaccount applicable to Expansion System rates.

(c) After each current deferred sub-account has twelve (12) Months of activity, as referenced in Section 40.5(a) above, an Under or Over recovered PCT Reimbursement Adjustment (UPRA) will be calculated such that each current deferred account will be amortized in the following twelve (12) Month period. To amortize the applicable deferred sub-account balance, the UPRA will be applied by taking the current delivered quantity multiplied by the UPRA rate for the Expansion System. Any residual amount left in the applicable deferred sub-account balance after applying the UPRA will be transferred to the next deferred sub-account balance in the next PRA filing.

40.6 EFFECTIVE DATE

The PCT Reimbursement Charge(s) will be revised hereunder on a periodic basis coincident with the restatement of the Fuel Reimbursement Percentages and L&U Reimbursement Percentages set out in Section 38.3.

Form of Service Agreements

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

FTS FORM OF TRANSPORTATION SERVICE AGREEMENT

APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS

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

1. THIS AGREEMENT IS: (Check one)

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

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

___ Capacity rights for this Agreement were released from _____.

2. Service under this agreement shall be performed using: (Check one)
___ Existing System Capacity
___ Expansion System Capacity

3. SHIPPER'S NAME AND ADDRESS:

_____

_____

_____

4. TERM OF SERVICE:

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

5. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):

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

6. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ")

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

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

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

8. RATES:

Reservation Rate: (Pursuant to Section 5 of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 13.6 and 35, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5 of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 35 of the General Terms and Conditions of the Tariff.

FL&U and Electric Power Cost Reimbursement: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 35 of the General Terms and Conditions of the Tariff.

ACA Charges: (Pursuant to Section 5 of Rate Schedule FTS of the Tariff)

Applicable rate per Tariff, as revised from time to time.

Additional Facility Charge: (Pursuant to Section 5 of Rate Schedule FTS of the Tariff)
_____ None
_____ Lump-sum payment of _____
_____ Monthly fee of _____ through (*Date, Period-of-Time or Event)*

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

9. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 18.2 of the General Terms and Conditions of the Tariff).

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

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

10. ROLLOVER PROVISIONS: (Specify contractual rollover rights, if any, per Section 18.3 of the General Terms and Conditions of Transporter's Tariff).

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

Other Rollover Terms and Conditions:
_____
_____

11. 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:

_____

_____

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

Trailblazer Pipeline Company LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228

e-mail: TEP@tallgrassenergylp.com

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

Shipper Approval:

Shipper: _____

Signature: _____

Title: _____

Transporter Approval:

Transporter: ***Trailblazer Pipeline Company LLC***

Signature: _____

Title: _____

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

ITS FORM OF TRANSPORTATION SERVICE AGREEMENT

APPLICABLE TO INTERRUPTIBLE TRANSPORTATION SERVICE
UNDER RATE SCHEDULE ITS

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

1. THIS AGREEMENT IS: (Check one)

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

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

2. SHIPPER'S NAME AND ADDRESS:

_____
_____
_____

3. TERM OF SERVICE: _____ through _____ and Month to Month renewal term. Termination will become effective upon 14 days written notice by either Transporter or Shipper.

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

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

5. PRIMARY RECEIPT & DELIVERY POINTS:

All System Receipt and Delivery Points on the Location Data list as published on the Interactive Website as revised from time to time.

6. RATES:

Commodity Rate: (Pursuant to Section 5 of Rate Schedule ITS of the Tariff)
Maximum applicable rate per Tariff as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate (pursuant to Sections 13.6 and 35, respectively, of the General Terms and Conditions of the Tariff).

FL&U and Electric Power Cost Reimbursement: (Pursuant to Section 5.2 of Rate Schedule ITS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 35 of the General Terms and Conditions of the Tariff.

ACA Charges: (Pursuant to Section 5 of Rate Schedule ITS of the Tariff)
Applicable rate per Tariff, as revised from time to time.

Additional Facility Charge: (Pursuant to Section 5 of Rate Schedule ITS of the Tariff)
____ None
____ Lump-sum payment of _____
____ Monthly fee of _____ through (*Date, Period-of-Time or Event)*

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

7. 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:

_____

_____

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

Trailblazer Pipeline Company LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: TEP@tallgrassenergylp.com

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

Shipper Approval:

Shipper: _____

Signature: _____

Title: _____

Transporter Approval:

Transporter: ***Trailblazer Pipeline Company LLC***

Signature: _____

Title: _____

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

FTB FORM OF FIRM TRANSPORTATION BALANCING SERVICE AGREEMENT

APPLICABLE TO FIRM TRANSPORTATION BALANCING SERVICE
UNDER RATE SCHEDULE FTB

In consideration of the representations, covenants and conditions contained below, Trailblazer Pipeline Company LLC ("Transporter") and Shipper agree, as of _____[Date]__, that Transporter will provide transportation balancing service, under Part 284 of FERC's regulations, for Shipper on a Firm basis in accordance with the provisions contained in this Balancing 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 FTB Contract No. _____ effective __(Date)__

___ Capacity rights for this Agreement were released from _____.

2. Service under this agreement shall be performed using: (Check one)
___ Existing System Capacity
___ Expansion System Capacity

3. SHIPPER'S NAME AND ADDRESS:

_____

_____

_____

4. TERM OF SERVICE:

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

5. RATE SCHEDULE FTB Maximum Daily Quantity ("MDQ"):

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

6. PRIMARY FTB RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ")

(Date, Period-of- Time or Event)	Location #	Location Name	MDRQ	Demand Pt (Y/N)	Balancing Pt (Y/N)	MHQ = MDQ/24	By Displacement Only (Yes or No)

Out-of-Cycle (OOC) Nomination Deadlines

OOC1: _____ CCT ☐ day ahead, *or* ☐ day of flow
(or) _____ CCT, not later than ☐ day ahead, *or* ☐ day of flow
(or) _____ Anytime ☐ day ahead, *or* ☐ day of flow
(or) _____ Other:_____ ☐ day ahead, *or* ☐ day of flow

OOC2: _____ CCT ☐ day ahead, *or* ☐ day of flow
(or) _____ CCT, not later than ☐ day ahead, *or* ☐ day of flow
(or) _____ Anytime ☐ day ahead, *or* ☐ day of flow
(or) _____ Other:_____ ☐ day ahead, *or* ☐ day of flow

OOC__: _____ [add additional OOC nomination deadlines as agreed to by Trailblazer and Shipper]

7. PRIMARY FTB DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ")

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	Demand Pt (Y/N)	Balancing Pt (Y/N)	MHQ = MDQ/24	By Displacement Only (Yes or No)

8. RATES:

Reservation Rate: (Pursuant to Section 6 of Rate Schedule FTB of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 13.6 and 35, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 6 of Rate Schedule FTB of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 35 of the General Terms and Conditions of the Tariff.

FL&U and Electric Power Cost Reimbursement: (Pursuant to Section 6.2 of Rate Schedule FTB of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 35 of the General Terms and Conditions of the Tariff.

ACA Charges: (Pursuant to Section 6.4 of Rate Schedule FTB of the Tariff)
Applicable rate per Tariff, as revised from time to time.

Additional Facility Charge: (Pursuant to Section 6.3 of Rate Schedule FTB of the Tariff)
_____ None
_____ Lump-sum payment of _____
_____ Monthly fee of _____ through *(Date, Period-of-Time or Event)*

Other Charges: (Pursuant to Sections 6.3 and 9 of Rate Schedule FTB of the Tariff)
Applicable charges per Tariff as may be assessed by Transporter.

9. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 18.2 of the General Terms and Conditions of the Tariff).

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

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

10. ROLLOVER PROVISIONS: (Specify contractual rollover rights, if any, per Section 18.3 of the General Terms and Conditions of Transporter's Tariff).

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

Other Rollover Terms and Conditions:

11. 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:

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

Trailblazer Pipeline Company LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: TEP@tallgrassenergylp.com

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

Shipper Approval:

Shipper: _____

Signature: _____

Title: _____

Transporter Approval:

Transporter: ***Trailblazer Pipeline Company LLC***

Signature: _____

Title: _____

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

WS FORM OF SERVICE AGREEMENT

APPLICABLE TO WHEELING SERVICE
UNDER RATE SCHEDULE WS

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

1. THIS AGREEMENT IS: (Check one)

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

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

2. SHIPPER'S NAME AND ADDRESS:

_____

_____

_____

3. TERM OF SERVICE: _____ through _____ and Month to Month renewal term. Termination will become effective upon 14 days written notice by either Transporter or Shipper.

4. RATE SCHEDULE WS Maximum Daily Quantity ("MDQ"):

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

5. RATES:

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

Maximum applicable rate per Tariff as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate (pursuant to Sections 13.6 and 35, respectively, of the General Terms and Conditions of the Tariff).

L&U Reimbursement Percentage: (Pursuant to Section 5.1(b) of Rate Schedule WS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 35 of the General Terms and Conditions of the Tariff.

Additional Facility Charge: (Pursuant to Section 5 of Rate Schedule WS of the Tariff)
____ None
____ Lump-sum payment of _____
____ Monthly fee of _____ through (*Date, Period-of-Time or Event)*

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

6. 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:

_____

_____

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

Trailblazer Pipeline Company LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: TEP@tallgrassenergylp.com

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

Shipper Approval:

Shipper: _____

Signature: _____

Title: _____

Transporter Approval:

Transporter: ***Trailblazer Pipeline Company LLC***

Signature: _____

Title: _____

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

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, Trailblazer Pipeline Company 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. SHIPPER'S NAME AND ADDRESS:

_____
_____
_____

3. TERM OF SERVICE: _____ 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.

4. 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.

5. 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 quantities for Shipper's account at the designated Receipt Point(s) on the designated date(s) set forth in such PALS RO.

6. RATES:

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

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

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

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

7. 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:

_____

_____

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

Trailblazer Pipeline Company LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: TEP@tallgrassenergylp.com

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

Shipper Approval:

Shipper: _____

Signature: _____

Title: _____

Transporter Approval:

Transporter: ***Trailblazer Pipeline Company 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 representatives.

Shipper Approval:
Shipper: _____
Signature: _____
Title: _____

Transporter Approval:
Transporter: ***Trailblazer Pipeline Company LLC***
Signature: _____
Title: _____

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