

STATEMENT OF RATES
(Continued)

<u>Rate Schedule</u>	<u>Type of Service</u>	<u>Type of Charge</u>	<u>Total Rate</u>	<u>Maximum Rate /6</u>	<u>Minimum Rate</u>
NNS	No-Notice Storage	<u>Reservation Charge/1</u> Seasonal Rate Option Winter (Oct – Mar)	\$30.9380	\$37.6358	\$37.6358
		Summer (Apr – Sept)	\$5.8475	\$12.5453	\$12.5453
		Standard Rate Option (Per Dth of MDWQ per Monthly Billing Period)	\$18.3927	\$25.0905	\$25.0905
		<u>Injection Charge</u> (Per Dth injected per Monthly Billing Period)		\$0.00	\$0.00
		<u>Withdrawal Charge</u> (Per Dth withdrawn per Monthly Billing Period)		\$0.00	\$0.00
APAL	Interruptible Automatic Park and Loan	<u>APAL Charge</u> (Per Dth of Imbalance Quantity per day)		\$0.8249	\$0.8249
MCS	Interruptible Market Center Services	<u>MCS Charge</u> (Per Dth of Parked or Loan Quantity)		\$0.8249	\$0.00 /7
		<u>MCS Charge</u> (Per Dth of Unparked or Loan Payback Quantity)		\$0.8249	\$0.00 /7
		<u>MCS Charge</u> (Per Dth Per Day of Accumulated Daily Park or Loan Quantity)		\$0.8249	\$0.00 /7
		<u>MCS Charge</u> (Per Dth of Title Tracking Transfer and/or Wheeling Quantity)		\$0.8249	\$0.00 /7

Note: The footnotes are on Tariff Sheet No. 9A.

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STATEMENT OF RATES
(Continued)

Notes:

- /1 Billed Reservation Charge shall include the following charges and credits, as applicable:
- | <u>Charge</u> | <u>Rate</u> | <u>Reference</u> |
|---------------|-------------|--|
| RAM-FTS | (\$0.7950) | Section 22 of the General Terms and Conditions |
| RAM-NNS | (\$6.6978) | Section 22 of the General Terms and Conditions |
| SSIR | \$0.00 | Section 24 of the General Terms and Conditions |
- /2 South of Read Junction Charge may be added as described in Section 4.3 of the Firm Transportation Service Rate Schedule. Charge equal to (1) the difference between the allocated south of Read Junction delivery quantities and the quantity scheduled and confirmed from TransColorado-Olathe, multiplied by (2) the higher of the posted mid-point Gas Daily price for that Gas Day at El Paso-San Juan, CIG Rockies, or Northwest Pipeline (South of Green River) as published by *Platts' Gas Daily* for the "Spot Gas Prices Delivered to Pipelines" for that Gas Day, in addition to other charges, as applicable.
- /3 Unauthorized Overrun charge is applied by the method specified in Section 4.2(g) of the Firm Transportation Service Rate Schedule or Section 4.2(c) of the Interruptible Transportation Service Rate Schedule in addition to the maximum Rate Schedule FTS Authorized Overrun Charge.
- /4 FTS and ITS Maximum Rates include GRSA of 0.00% referenced in Section 25.1 of the General Terms and Conditions.
- /5 NNS Maximum Rates include GRSA of 0.00% referenced in Section 25.1 of the General Terms and Conditions.
- /6 APAL charges will be calculated pursuant to the procedure specified in Section 4.2(a) of Rate Schedule APAL.
- /7 The total MCS Transaction will be at or above \$0.0100 per Dth.

Fuel/Loss Reimbursement Quantity

Transporter shall be entitled to retain a percentage of all Therms of Gas received for transportation. The percentage shall be 0.71%.

Penalty Charges

Penalty charge is applied by the method specified in Section 4.2(f) of the Firm Transportation Service Rate Schedule or Section 4.2(c) of the Interruptible Transportation Service Rate Schedule in addition to the maximum Rate Schedule FTS Authorized Overrun Charge.

Third Party Charges

Third Party Charges apply as set forth in Section 4.5 of the Firm Transportation Service Rate Schedule.

Other Rates, Charges and Fees

Other Rates, Charges and Fees apply as set forth in Section 4.6 of the Firm Transportation Service Rate Schedule.

- 2.6 UNAUTHORIZED OVERRUN SERVICE. Pursuant to this Rate Schedule, if on any Day the Shipper takes quantities in excess of (a) a daily quantity of Gas which was Nominated and Confirmed and which exceeds the MDDQ applicable at a Delivery Point(s), or (b) the level to which Deliveries have been curtailed for the Day, or (c) the aggregate of its MDTQ plus any Authorized Overrun Quantities for the Day, such quantities shall be considered Unauthorized Overrun Service and shall be billed at the rate(s) applicable to such service.
- 2.7 Notwithstanding the charges for Authorized and Unauthorized Overrun Service provided for in Section 4.2 (f) and (g) of this Rate Schedule, Transporter shall have the right to reduce Receipts or Deliveries of Gas in excess of the MDTQ at any time in its reasonable discretion and judgment, as necessary to protect its system and operations, including the continuation of service to other Shippers. During periods when applicable Operational Flow Orders are in effect, any overruns are subject to the provisions of Section 30, Operational Controls, of the GT&C of this Tariff.
- 2.8 RATES OF FLOW. At each Point of Receipt, each Party shall use commercially reasonable efforts to tender or cause to be tendered Gas at ratable hourly rates. At each Point of Delivery, each Party shall use commercially reasonable efforts to tender or cause to be tendered Gas at the hourly rates of flow as specified below. Shipper shall also use commercially reasonable efforts to tender or cause to be tendered Gas at daily rates of flow such that the net Receipt Quantities (Receipt Quantities after a deduction for the FL&U Reimbursement Quantity and other allowable in-kind deductions) and the Delivery Quantities are Balanced each Day.
- a. At each On-System Point of Delivery as listed in the Informational Postings section of Transporter's Electronic Bulletin Board ("EBB"), quantities tendered or caused to be tendered for Shipper's account shall be ratable as nearly as possible but in no event shall exceed 155% of 1/24th of Scheduled Quantities at such Point, subject to the conditions of Section (b) below.

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- d. Shippers receiving service under this Rate Schedule with Primary Delivery Point(s) to Off-System Delivery Point(s), as such Points are listed in the Informational Posting section of the Transporter's EBB, shall not be permitted to hold any related Rate Schedule NNS or Rate Schedule APAL Service Agreements.

2.10 Service under this Rate Schedule shall be provided on a not unduly discriminatory basis.

2.11 Contract Quantities (MDDQ, MDRQ, MDTQ) shall be stated in both Mcf and Dth on the FTS Service Agreement or the executed limited-term Partial Assignment thereof, as applicable. The Dth contract quantity shall be adjusted if the average thermal content of the Gas on the system changes such that an adjustment is required so that the system is not adversely impacted. Such adjustment shall be made in accordance with the provisions of Section 14 of the GT&C of this Tariff.

2.12 Service under this Rate Schedule is subject to the provisions of this Rate Schedule, the GT&C of this Tariff, the terms of the Shipper's executed FTS Service Agreement with Transporter or the executed limited-term Partial Assignment thereof, as applicable, and any applicable Gas transportation rules of the Colorado PUC promulgated at 4 Code of Colorado Regulations 723-4. Transporter shall not be required to perform service under this Rate Schedule on behalf of any Shipper that fails to comply with any and all of said provisions.

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4. RATES AND CHARGES FOR SERVICE

4.1 APPLICABLE BASIC RATES. The applicable basic rates, including surcharges, for service under this Rate Schedule are set forth on the Statement of Rates in this Tariff, as revised from time to time.

a. MAXIMUM AND MINIMUM RATES. Where a maximum rate and a minimum rate have been established with respect to an applicable basic rate, the Company shall charge the Shipper a rate that is no higher than the maximum rate and no lower than the minimum rate so established. The Company shall charge the maximum rate. Any discounts from the applicable maximum rate shall be granted on a not unduly discriminatory basis.

b. Shipper may elect to prepay its anticipated charges for service at any time.

4.2 MONTHLY BILL. Commencing with the first Monthly Billing Period in which the Shipper's FTS Service Agreement for service under this Rate Schedule is effective, or the On-System Contract Assignee's executed limited-term Partial Assignment is effective, and each Monthly Billing Period thereafter during the term of the Service Agreement or of the executed limited-term Partial Assignment, Transporter shall charge and the Shipper shall pay Transporter the sum of the following amounts:

a. RESERVATION CHARGE. The monthly reservation charge shall be determined by multiplying (1) the applicable maximum rate(s) for Rate Schedule FTS set forth on the Statement of Rates in this Tariff as revised from time to time, or the discounted reservation rate if such has been granted in reference to the FTS Service Agreement; and (2) the contract MDTQ for the applicable month.

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- (1) For those Shippers whose Deliveries are not measured by electronic measurement equipment, Transporter may only assess an Unauthorized Overrun Charge on Unauthorized Overrun Quantities received and/or delivered after the expiration of notice period provided by Transporter to the Shipper that the charge shall be assessed. The required notice period for such Shippers is twenty-four (24) hours; provided that Transporter may designate a shorter notice period if such is deemed necessary to protect its system.
- (2) During periods when applicable Operational Flow Orders are in effect, any overruns shall be subject to the provisions of Section 30, Operational Controls, of the GT&C of this Tariff. The penalty provided in such Operational Controls section shall be in addition to the Unauthorized Overrun charges herein.

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5.2 For all On-System Shippers, in the event Transporter and Shipper are unable to resolve the Imbalance Quantities arising under the Rate Schedule FTS Service Agreement through the transfer and resolution of such quantities onto the Rate Schedule NNS and/or Rate Schedule APAL Service Agreements, the Imbalance Management resolution provisions of Section 29.5 of the GT&C shall apply.

6. FUEL, LOST AND UNACCOUNTED-FOR GAS ("FL&U") REIMBURSEMENT QUANTITY

6.1 Transporter shall be entitled to retain Gas from each Shipper hereunder equal to the FL&U Reimbursement Quantity as specified in this Tariff. Shipper shall pay the applicable FL&U Reimbursement Quantity specified on the Statement of Rates of this Tariff. The FL&U Reimbursement Quantity shall be stated as a percentage of Gas Received by Transporter at the Receipt Point(s), excluding Gas quantities withdrawn from storage. Title to the FL&U Reimbursement Quantity shall rest in Transporter upon Receipt at the Receipt Point(s) at no cost and free and clear of all adverse claims.

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- 2.3 On any Day that sufficient uncommitted Capacity is available, Transporter shall receive from the Shipper, or for the account of the Shipper, at Receipt Points on Transporter's system, for transportation under this Rate Schedule, daily quantities of Gas tendered for the account of the Shipper, plus the FL&U Gas Reimbursement Quantity and other allowable in-kind deductions, as specified in the ITS Service Agreement between the Shipper and Transporter.
- 2.4 Upon Receipt of Gas from the Shipper, or for the Shipper's account, Transporter shall, after a deduction for the FL&U Reimbursement Quantity and other allowable in-kind deductions, transport and Deliver for the account of the Shippers to an Off-System Delivery Point(s) the net quantities Received, as specified in the ITS Service Agreement between the Shipper and Transporter.
- 2.5 UNAUTHORIZED OVERRUN SERVICE. Pursuant to this Rate Schedule, if on any Day the Shipper takes quantities in excess of (a) a daily quantity of Gas which was Nominated and Confirmed at a Delivery Point(s), or (b) the level to which Deliveries have been curtailed for the Day, such quantities shall be considered Unauthorized Overrun Service and shall be billed at the rate(s) applicable to such service.
- 2.6 RATES OF FLOW. At each Receipt Point(s) and/or Delivery Point(s), each Party shall use commercially reasonable efforts to tender, or cause to be tendered, Gas at reasonably uniform hourly and Daily rates of flow, and Shipper shall use commercially reasonable efforts to cause net Receipts (after deduction for FL&U Reimbursement Quantities and other allowable in-kind deductions) to equal deliveries.
- a. At each Delivery Point(s), quantities for Shipper's account shall not exceed in any hour 1/24th of Scheduled Quantities at such point.

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- a. **MAXIMUM AND MINIMUM RATES.** Where a maximum rate and a minimum rate have been established with respect to an applicable basic rate, the Company shall charge the Shipper a rate that is no higher than the maximum rate and no lower than the minimum rate so established. The Company shall charge the maximum rate. Any discounts from the applicable maximum rate shall be granted on a not unduly discriminatory basis.
 - b. Shipper may elect to prepay its anticipated charges for service at any time.
- 4.2 **MONTHLY BILL.** Commencing with the first Monthly Billing Period in which the Shipper's ITS Service Agreement for service under this Rate Schedule is effective, and each Monthly Billing Period thereafter during the term of the Service Agreement, Transporter shall charge and the Shipper shall pay Transporter the sum of the following amounts:
- a. **USAGE CHARGE.** The monthly usage charge shall be determined by multiplying (1) the maximum rate for Rate Schedule ITS set forth on the Statement of Rates in this Tariff, as revised from time to time, or the discounted usage rate if such has been granted in reference to the ITS Service Agreement, and (2) the quantity of Gas in Dth Delivered by the Company hereunder during the Monthly Billing Period to the Shipper or for the Shipper's account at any Delivery Point, less any quantities of Gas taken which are deemed as Unauthorized Overrun Quantities pursuant to Section 2.5 of this Rate Schedule which will be billed under the provisions of Section 2 (c) of this Rate Schedule.

(1) For those Shippers whose Deliveries are not measured by electronic measurement equipment, Transporter may only assess an Unauthorized Overrun Charge on Unauthorized Overrun quantities received and/or delivered after the expiration of the notice period provided by Transporter to the Shipper that the charge will be assessed. The required notice period for such Shippers is twenty-four (24) hours; provided that Transporter may designate a shorter notice period if such is deemed necessary to protect its system.

(2) During periods when applicable Operational Flow Orders are in effect, any overruns shall be subject to the provisions of Section 30, Operational Controls, of the GT&C of this Tariff. The penalty provided in such Operational Controls section shall be in addition to the Unauthorized Overrun charges herein.

d. GENERAL RATE SCHEDULE ADJUSTMENT. With respect to Service Agreements providing Interruptible Transportation Service, the Usage Charge assessed pursuant to Sections 4.2(a) of this Rate Schedule shall be adjusted to reflect recovery of the GRSA for Rate Schedule ITS set forth in the Statement of Rates in this Tariff, as revised from time to time. The percentage adjustment of the GRSA is addressed in Section 25.1 of the GT&C of this Tariff.

4.3 LATE PAYMENT CHARGES. Any amounts billed to a Shipper that are not paid timely shall be subject to the late payment charges described in Section 6.10 of the GT&C of this Tariff.

4.4 THIRD PARTY CHARGES. Shipper may, on a not unduly discriminatory basis, be required to pay Transporter, if applicable, any charges incurred by Transporter from a third party in providing service to Shipper under this Rate Schedule. In no event shall such charges billed to Shipper exceed the amount incurred and paid by Transporter for the applicable service.

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5. FUEL, LOST AND UNACCOUNTED-FOR GAS (“FL&U”) REIMBURSEMENT QUANTITY

5.1 Transporter shall be entitled to retain Gas from each Shipper hereunder equal to the FL&U Reimbursement Quantity as specified in this Tariff. Shipper shall pay the applicable FL&U Reimbursement Quantity specified on the Statement of Rates of this Tariff. The FL&U Reimbursement Quantity will be stated as a percentage of Gas received by Transporter at the Receipt Point(s). Title to the FL&U Reimbursement Quantity shall rest in Transporter upon receipt at the Receipt Point(s) at no cost and free and clear of all adverse claims.

5.2 Transporter shall recalculate and re-determine its FL&U Reimbursement Quantity at least once annually using the prior twelve months of available data based on actual experience, as adjusted for reasonable changes. Such redetermination shall be filed with the Colorado PUC in accordance with its Rules of Practice and Procedure promulgated at 4 Code of Colorado Regulations 723-1.

5.3 Transporter shall be entitled to make additional in-kind deductions of Gas received from a Shipper as allowed by this Tariff.

6. COMMINGLING OF GAS. Transporter shall have the unqualified right to commingle the Shipper’s Gas with other Gas in the Company’s pipeline system.

7. DELEGATION. By a contract (“Agency Agreement”), a Shipper may delegate to any third party (“Agent”) responsibility for submitting and receiving invoices, notices, and confirmations, submitting Nominations and/or performing other administrative duties required by this ITS Service Agreement, subject to Section 29.6, Agency Agreements, of the GT&C of this Tariff.

8. GENERAL TERMS AND CONDITIONS. The applicable General Terms and Conditions (“GT&C”) of this Tariff are hereby incorporated in and made a part of this Rate Schedule. To the extent that said GT&C are inconsistent with the provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern.

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2. APPLICABILITY AND CHARACTER OF SERVICES

2.1 This Rate Schedule shall apply to Parking, Loaning, Wheeling and TTT service rendered by the Transporter to Shipper on an Interruptible basis subject to the limitations set forth in the Rate Schedule MCS Master Agreement, the MCS Transaction Request, this MCS Rate Schedule and the GT&C of this Tariff.

- a. Parking, Loaning and Wheeling Services are subject to Interruption at any time and such Interruptions may be in effect for extended periods of time. Interruptions may include decreasing, temporarily suspending or discontinuing the Receipt or Delivery of Rate Schedule MCS Gas if Transporter determines that such action is necessary to maintain system integrity or when a higher priority service so requires.
- b. The Rate Schedule MCS Master Agreement shall state a total quantity that may be Parked or Loaned at any one time under the sum total of all Rate Schedule MCS Transaction Requests.
- c. Each Rate Schedule MCS Transaction Request shall state a maximum and minimum Daily Park Quantity or a maximum and minimum Daily Loan Quantity associated with such request, the maximum and minimum Total Accumulated Park Quantity or Total Accumulated Loan Quantity, the maximum and minimum daily Unpark Quantity or Loan Redelivery Quantity, the term, timing and duration of the Park or Loan, the Park Point or the Loan Point and the Unpark Point or the Loan Redelivery Point and the rate(s) for each request.

Footnote: Section C above was moved to this Tariff Sheet from Tariff Sheet No. 73.

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3.5 Shipper shall not redeliver more than the quantity Loaned and shall not unpark more than the quantity Parked under the Rate Schedule MCS Transaction Request. In the event Shipper fails to adhere to any of the terms described in the MCS Transaction Request, Shipper shall be charged up to the maximum allowable rate for the service and quantity outside the parameters set forth in the MCS Transaction Request. Shipper may request to amend its MCS Transaction; such request shall be accepted in a not unduly discriminatory manner.

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3.6 If on any Day Transporter cannot accept a nomination for an Unpark Quantity or a Loan Redelivery Quantity, the daily charge on the Total Accumulated Park Quantity or Total Accumulated Loan Quantity for that Day shall be \$0.000. Further, the term of the Rate Schedule MCS Transaction Request may be extended Day-for-Day by the number of Days for which such Unpark Nominations or Loan Redelivery Nominations were not accepted, if such extension has been mutually agreed.

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4. SCHEDULING OF MCS SERVICES.

4.1 Shipper shall nominate Rate Schedule MCS service under this Rate Schedule in accordance with the Nomination procedures set forth in Section 18, Nomination and Scheduling Procedures, of the GT&C of this Tariff. Rate Schedule MCS service shall be the last quantities scheduled on the system and shall be scheduled in priority by total revenue over the term of the Rate Schedule MCS Transaction Request.

4.2 Transporter may, but is not required to, post on its EBB, by nine (9) a.m., MCT, the amount of available Parking or Loan Rate Schedule MCS quantities. If Transaction Requests for the Day exceed the amount of posted Rate Schedule MCS availability, the requests shall be filled and scheduled proportionally in accordance with Section 17, Scheduling Principles of the GT&C of this Tariff.

5. COMMINGLING OF GAS. Transporter shall have the unqualified right to commingle the Shipper's gas with other gas in the Transporter's system and storage field.

- 4.3 Transporter may permit another entity, such as a corporate parent or affiliated company of the Shipper, (a) to guarantee the Shipper's obligations in writing using said entity's credit quality factors, (b) to prepay at the entity's election the Shipper's estimated bills for the next six months, (c) to guarantee the Shipper's obligations by issuance of an irrevocable letter of credit, or (d) to guarantee the Shipper's obligations by an acceptable cash deposit.
- 4.4 REQUIREMENT OF DEPOSIT OR OTHER CREDIT ASSURANCE. In accordance with the authorization granted by the Colorado PUC, Transporter may require any Shipper that fails to provide adequate evidence of creditworthiness to pay to Transporter a cash deposit, or to provide a letter of credit or other agreed upon corporate guarantee. Shipper shall be required to guarantee the payment in an amount up to three (3) months of estimated average bills applicable to the service provided to Shipper; provided that the Transporter may waive or modify the requirement on a non- discriminatory basis that evidence of creditworthiness be provided where the Shipper's bill payment history with Transporter makes the credit risk acceptable. Transporter may require additional credit assurance in association with system expansion projects. A deposit or other credit assurance also will be required if (1) the Shipper has any outstanding but undisputed invoices for past service or (2) the Shipper has had two delinquent or untimely payments in the previous twelve (12) month period. The Company may, either at the time of the request for service, or at any time thereafter upon a minimum of five (5) Days' written notice, request such a deposit or other credit assurance from Shipper. The credit assurances required by this Section are in addition to any credit assurances required from a Shipper in connection with the installation of additional facilities under Section 5, System Access Policy and Additional Facilities Policies and Payments, of these GT&C. To satisfy the required credit assurance in whole or in part, at Transporter's sole election, Shipper may be allowed to provide to Transporter a secured interest in Rate Schedule NNS Gas In Place storage inventory.

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- 4.5 CALCULATION OF AMOUNT OF DEPOSITS OR OTHER CREDIT ASSURANCE. The amount of a required security deposit or other credit assurance shall not exceed the amount of an estimated three (3) months' bill of the Shipper, except for instances associated with new facilities or system expansion, in which case Transporter may require additional credit assurance. For purposes of establishing deposits or other credit assurance and estimating monthly bills, the Transporter shall take into account factors relevant to the Shipper including but not limited to the term of the Service Agreement, the level of contract entitlements under the Service Agreement, the level of volumes transported by Shipper on Transporter's System, past consumption history of the applicable End-User, if any, service history of comparable companies and any applicable provisions of this Tariff and of the rules and regulation of the Colorado PUC. Transporter may estimate anticipated Imbalance Quantities including possible Cash Out of such quantities in estimating such bills. Transporter may estimate Parking and Loaning quantities including an estimate of possible Cash Out requirements related to such Parking and Loaning quantities. Transporter may require an increased deposit or other credit assurance from the Shipper if it is determined subsequent to the original deposit request that the estimate, upon which the original deposit amount was based, for whatever reason, was low.
- 4.6 REMITTANCE OF DEPOSITS OR OTHER CREDIT ASSURANCE. When it becomes necessary for Transporter to demand a deposit or other credit assurance, or an increased deposit or other increased credit assurance, Transporter may require the Shipper to pay the full cash deposit or other credit assurance prior to service commencing or continuing. Alternatively, Transporter may accept any acceptable credit assurance, including but not limited to a guarantor, a prepayment of estimated bills, a surety bond or letter of credit in lieu of a deposit. Failure to provide the required security deposit or other credit assurance shall subject the Shipper to suspension and/or termination of service.

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4.7 DISPOSITION OF CASH DEPOSIT OR OTHER CREDIT ASSURANCE.

- a. Transporter may refund a cash deposit or other credit assurance to a Shipper at any time that the Company determines that the deposit is no longer necessary to provide adequate assurance that the Shipper's bills will be paid. T
- b. Upon termination of a Service Agreement, Transporter shall refund the amount of the cash deposit or other credit assurance less the amount of any unpaid bills due Transporter. If the Transporter cannot return the deposit due to a lack of knowledge of the Shipper's whereabouts, the Transporter may retain the cash deposit subject to the escheatment laws of the State of Colorado and any applicable regulations of the Colorado PUC.
- c. Cash deposits or other credit assurance shall not be transferable from one Shipper to another Shipper. T

4.8 RETAINING REFUNDS. Transporter and Customer may agree to apply any rate or service refunds as partial credit assurance for Customer's benefit. T

5. SYSTEM ACCESS POLICY AND ADDITIONAL FACILITIES POLICIES AND PAYMENTS

5.1 Transporter will provide access to its system in a manner that is not unduly discriminatory.

6. BILLING AND PAYMENT

6.1 BILLING PERIOD. Bills will be rendered by Transporter on or about the twelfth (12th) Business Day following the conclusion of each Monthly Billing Period. Bills can be made available, at Transporter's election, by posting of the bills on the EBB or by other electronic means, or by regular mail. All bills for service shall be rendered at the applicable maximum Rates shown on the Statement of Rates in this Tariff, in the Service Agreement, or in a Discounted Rate Agreement applicable to the Service Agreement. Bills or invoices shall be due and payable on the due date shown on the bill, which shall be no earlier than ten (10) Days subsequent to the issuance of the bills. Bills not paid within twenty-five (25) Days of said bill issuance date shall be considered delinquent and subject to a late payment charge.

- a. As determined on a not-unduly discriminatory basis, Transporter may issue an out-of-cycle invoice to bill a Shipper at any time during the Month if the Shipper has exceeded the credit assurance limit.

6.2 SHIPPER OBLIGATIONS CONCERNING METER READINGS AND OTHER BILLING INFORMATION.

- a. When information necessary for billing purposes is in the control of the Shipper, such information shall be made available to Transporter by the Shipper on or before the eighth (8th) Business Day of the Month following the Month which most closely corresponds to the Monthly Billing Period in which the service was provided.
- b. Where Shipper operates the measurement facilities and such facilities include EFM equipment or where a third party tenders Gas for the account of Shipper, Shipper or its Agent shall electronically submit via email, or other acceptable means, to Transporter on or before 8:00 a.m. MCT of each Day the dry Dth and Btu of Gas received by Transporter at the Point(s) of Receipt during the preceding Day.

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6.4 CONTENTS OF BILL. Among other information, the Shipper's bill will show the service type; the contract number; the receipt and/or delivery quantity transported or stored or otherwise served during the Monthly Billing Period for which the bill is rendered, if applicable; Dth billing data, as applicable; the date of the bill; contract entitlements as appropriate and as used for billing; the amount of total tax due, if any; the amount of any additional charges; installment payments, and other utility charges authorized by this Tariff or Colorado PUC rule; and the net amount of the bill. Where necessary information is available, the Shipper's Imbalance Quantity statement will be rendered with the bill or invoice and any Cash Out balance will also be billed in an accompanying invoice. Bills provided to Transportation Service Shippers also will show the unit billing rate for each service charge type as provided for in the Rate Schedules of this Tariff and will display the amount of FL&U reimbursement quantity associated with each rate schedule. As available from Transporter from time to time, the current bill may also report any outstanding balances including balance by invoice number.

6.5 ADJUSTED BILLS.

- a. All adjusted bills shall show adjusted charges due from the Shipper and/or the credit due to the Shipper for amounts paid, or shall show the balance due and payable. A credit may be applied against subsequent billings
- b. UNDER-BILLING. In the event of under-billings not provided for under Section 6.11 of these GT&C and caused by a change in data from an interconnecting pipeline or Operator, the Transporter may charge for the period during which the under-billing occurred, with such period not exceeding the bill adjustment period established in the Tariff of the applicable interconnecting pipeline or Operator, if any. Shipper may agree to pay the under-billing in a lump-sum or over a period equal in length to the period in which the under-billing lasted, and such under-billing shall not be subject to interest.

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- c. OVER-BILLING. In the event of over-billings not provided for under Section 6.11 of these GT&C and caused by a change in data from an interconnecting pipeline or Operator, Transporter shall refund for the period during which the over-billing occurred, with such period not exceeding the bill adjustment period established in the Tariff of the interconnecting pipeline or Operator, if any. The Shipper may elect to receive the refund as a credit to future billings or as a one-time lump-sum payment and such over-billing shall not be subject to interest. T
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- 6.6 PARTIAL PAYMENTS FOR REASONS OTHER THAN DISPUTED BILLS. The Shipper shall remit payment in full, and shall reimburse Transporter for any amount billed. If, despite this requirement, a Shipper makes a partial payment on the bill, the Transporter shall credit the partial payment to the oldest outstanding balance(s) due from Shipper until the payment allocation is exhausted. In the event that Shipper fails to pay undisputed bills in full by the due date, Shipper may be subject to discontinuance of service under Section 3, Conditions for Refusal or Discontinuance of Service, of these GT&C or to a deposit request or additional deposit request or other credit assurances under Section 4, Creditworthiness, Related Deposits, and Other Credit Assurances, of these GT&C. T
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- 6.7 DISPUTED BILLS.
- a. When the Shipper advises the Transporter prior to the proposed date for discontinuance that all or any part of a bill is in dispute by both e-mail and regular mail, the Shipper shall clearly state why the discontinuance of service is invalid. The Transporter shall record the date, time, and place that the Shipper gave notice of a dispute and postpone discontinuing service until a prompt and full investigation is completed.

8. **MEASUREMENT EQUIPMENT.** 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. Shipper 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 Shipper, 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 computer components and/or mechanical recording instruments thereof and the changing of charts shall be done only by the equipment owner or such owner's representative, unless another party is otherwise mutually agreed upon to perform the foregoing activities. Both Transporter and Shipper 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 Shipper 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 and charts, together with calculations therefrom, for inspection. The measurement equipment of Shipper shall be for check purposes only and, except as expressly provided herein, shall not be used in the measurement of Gas for purposes hereof.
9. **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. Transporter shall promptly inform all Shippers of any new techniques adopted.

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11.1 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, but in no event for a period longer than six (6) months prior to the date the meter was removed from service for testing by the parties:

- a. By correcting the error if the percentage of error is ascertainable by calibration, special test, or mathematical calculation, or if this approach is not feasible;
- b. By using the registration of any check meter or meters, if installed and accurately registering; or if neither approach is feasible, 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.

11.2 PRESERVATION OF RECORDS. Shipper and Company 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, applicable EFM data and other similar records.

12. PRESSURE AND DELIVERY CONDITIONS

12.1 RECEIPT POINT PRESSURE. Shipper shall tender Gas to Transporter at the pressure prevailing in Company's System at the Receipt Point, sufficient to enter Transporter's system but in no event at a pressure in excess of the maximum pressure specified for that Receipt Point as stated either in the Service Agreement(s) or posted in the Informational Postings section of Transporter's EBB.

12.2 DELIVERY POINT PRESSURE. Transporter shall Deliver Gas to Shipper at the Delivery Point at the pressure available in Company's pipeline at such point or as stated in a Service Agreement(s).

- e. Shall not at any time have an oxygen content in excess of ten parts per million (10 ppm) by volume, and the parties hereto shall make every reasonable effort to keep the Gas free of oxygen;
- f. 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). However, if the Company is required to dehydrate the Gas at the Receipt Point, then the temperature of such Gas shall not exceed ninety degrees Fahrenheit (90°F);
- g. Shall not contain water vapor in excess of seven (7) pounds per million cubic feet of Gas from any individual receipt point on an absolute basis;
- h. Shall not contain a Hydrocarbon Dew Point exceeding twenty five degrees Fahrenheit (25°F) at pressure between 100 p.s.i.a. and the maximum available operating pressures of Company's pipeline, as calculated from the Gas composition from any single Receipt Point; and
- i. Shall not contain inert substances (carbon dioxide, nitrogen, helium or any other diluent compound) of more than five percent (5%) by volume of which not more than three percent (3%) by volume shall be carbon dioxide.

13.3 TESTING OF QUALITY OF GAS. 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 or at any other point up to and including any Delivery Point for analysis at a laboratory of Transporter's choosing. If at any time substances or chemicals that Transporter deems hazardous, not merchantable or in any way unsafe for transportation are found in the liquid samples supplied to Transporter by Shipper or such samples are otherwise not in compliance with the requirements of this Section 13, Transporter may immediately cease the Receipt of such Gas and any associated liquids through its facilities and reserves the right to treat or otherwise dispose of all such substances or chemicals in any reasonable commercial manner at Shipper's expense. Upon proof that such substances or chemicals are no longer present at levels deemed hazardous, not merchantable or unsafe by Transporter, Transporter shall restore service to Shipper at the affected Receipt Point.

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13.6 The Transporter reserves the right to extract or retain, or permit the extraction of, gasoline, hydrocarbon liquids or any other substance whatsoever from, or to otherwise process or treat or cause to be processed or treated (without impairing its merchantability), the Natural Gas received from Shippers for transportation under this Tariff, provided however Transporter will Deliver to Shipper thermally equivalent quantities equal to Receipt quantities less the FL&U Reimbursement Quantity. Title to all extracted liquid and liquefiable hydrocarbons and other products, including any methane lost or removed in the extraction process or required for fuel, shall pass to the Transporter at no cost, and the Shipper shall hold the Transporter harmless and free and clear of adverse claims with respect to the same. On a basis that is not unduly discriminatory, Transporter may enter into an agreement with a Shipper(s) or other Party which provides for processing fees or for the disposition of revenues generated by the sale of any extracted liquids and liquefiable hydrocarbons or other products extracted from Gas transported under this Tariff. Should any Natural Gas tendered by Shipper(s) to Transporter in connection with this provision fail at any time to conform to any of the requirements of this section, Transporter may refuse to Deliver to Shipper(s) such thermally equivalent quantities and/or to pay Shipper(s) for such Natural Gas and/or for any extracted liquids and liquefiable hydrocarbons or other products extracted from such Natural Gas, and Shipper(s) shall reimburse Transporter for any loss of revenue or damages incurred, as determined solely by Transporter, as a result of Shipper's(s') delivery of such non- conforming Natural Gas.

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13.7 COMMINGLING. Gas Delivered by Shipper will be commingled with the Gas of other Shippers in the System. Accordingly, Shipper's Gas shall be subject to such changes in Thermal Content and other specifications as may result from such commingling.

Footnote: Moved to Sheet No. 119

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- b. The non-secure information is primarily comprised of Informational Postings, including listings of On-System and Off-System Delivery Points. Transporter may add informational sections to these web pages in order to facilitate timely and complete communications with Shippers. The secure region provides access to nomination, confirmation, allocation and related Gas imbalance quantities and billing data. Logon identifications and passwords required to enter the secure region of the EBB may be obtained per the procedures outlined in Section 16.2 of these GT&C.

(1) INFORMATIONAL POSTINGS AND PLANNING TOOLS. The types of information available through the Informational Postings section of the EBB may include: (a) a copy of Transporter's current Tariff; (b) information on construction and maintenance projects impacting Capacity; (c) Imbalance Quantities including those available for transfer or trading among Shippers prior to Cash Out; (d) Firm and Interruptible rates and FL&U reimbursement percentages; (e) a catalog of currently active Receipt and Delivery Points delineated by On-System and Off-System categories and indicating which Point is available to which Rate Schedule; (f) minimum or maximum pressures at Point(s); and (g) general announcements and procedures, including notice of Critical Operating Conditions and Operational Flow Orders.

(2) NOMINATIONS. This feature allows for submittal of all Nominations for service under Rate Schedules in this Tariff, as applicable.

18.4 The allocation of Gas quantities through any Receipt Point or Delivery Point will be the allocation supplied by the interconnecting pipeline or Operator, or, if none, as reported by the Point Operator of the delivering facilities, or, if not so reported, then according to the following formula.

- a. If the quantity of Gas available is equal to or greater than the total quantity of the daily Nominations at a point, Gas will be allocated pro rata to all services through the point, based on Confirmed and Scheduled Nominations;
- b. If insufficient Gas is available to satisfy Firm Nominations, the available Gas will be allocated pro rata to all services through the point, based on Confirmed and Scheduled Nominations;

Notwithstanding the foregoing, the Company may enter into pre-determined allocation agreements with upstream or downstream interconnecting Parties to accommodate allocation methodologies different from those outlined in this section. The allocation methodology types which the Company may agree to are (1) ranked, (2) pro rata, and (3) percentage; provided that only one methodology can be applied during an allocation period. The Party responsible for custody transfer (the Party performing the measurement function) may provide the allocation. The upstream interconnecting Party(s) providing the point confirmation may submit the pre-determined allocation to the Company after or during Confirmation and before the start of the Day.

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23. FUEL, LOST AND UNACCOUNTED-FOR GAS (FL&U) REIMBURSEMENT MECHANISM

- 23.1 At least once annually, Transporter shall compute a reimbursement percentage(s) for FL&U to compensate Transporter for the FL&U experienced in its operations. Shipper shall be responsible for providing FL&U Reimbursement at each Receipt Point on a pro rata basis based on the quantities received on any Day. Transporter shall apply the deduction for the applicable reimbursement percentage(s) to Receipt Point quantities and Transporter shall have full title to such Gas following such reimbursement.
- 23.2 **APPLICABILITY OF REIMBURSEMENT PERCENTAGES.** Transporter may post to the Informational Postings section of its EBB those locations or those Receipt and Delivery combinations that are not subject to the FL&U Reimbursement Quantity percentage (i.e. no-fuel paths and locations). All Receipts will be subject to the FL&U Reimbursement Quantity percentage, unless discounted.
- 23.3 FL&U Reimbursement Quantity calculations shall be rounded to the nearest Dth for each Nomination transaction.
- 23.4 FL&U Reimbursement quantities have the same scheduling priority as the related transportation or storage transaction.

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Whenever the Capacity of all or a portion of Transporter's system or system segment, due to any cause, is such that Transporter is unable to serve all Interruptible Transportation Service Customers within priority letters (a) through (c), Shippers delivering to On-System Delivery Points will be curtailed last and Shippers delivering to Off-System Delivery Points receiving service at a lower rate, or transaction value for Rate Schedule MCS, will be curtailed before those Shippers receiving service to Off-System Delivery Points at a higher rate, or transaction value for Rate Schedule MCS. Should any Shippers have equal priority based on the rate paid, or transaction value for Rate Schedule MCS, available Capacity shall be allocated pro rata based on quantities scheduled (i.e., Confirmed Nominations).

Whenever the Capacity of all or a portion of the Transporter's system or system Segment, due to any cause, is such that the Transporter is unable to serve all firm service Shippers within priority letter (d), Shippers receiving service at a lower rate will be curtailed before those Shippers receiving service at a higher rate. Should any Shippers have equal priority based on the rate paid, available Capacity shall be allocated pro rata based on quantities schedule (i.e. Confirmed Nominations).

Whenever the Capacity of all or a portion of Transporter's system or system segment, due to any cause, is such that Transporter is unable to serve all firm service Shippers within priority letter (f), available Capacity shall be reduced pro rata based on Nominations.

28. LIABILITY.

- 28.1 If service under this Tariff is Curtailed, Transporter shall not be liable for damages of any kind, including consequential or punitive damages, to any Shipper, End-User or other entity on account of the unauthorized usage of Gas by another in violation of a Curtailment order issued pursuant to this section.
- 28.2 The Transporter shall have the right, without liability to any Shipper or End-User , to Curtail the Transportation or storage of Gas when necessary to test, alter, modify, expand, enlarge or repair any facility or property compromising a part of, or appurtenant to, its pipeline system, or otherwise related to its operation thereof.

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- d. If a Shipper is unable to fully cure its Imbalance hereunder through the procedures set forth in subparagraphs (b) and (c), a charge or credit, as the case may be, for such Imbalance will be added to the Shipper's next monthly bill according to the following schedule:

Under-Deliveries as Percentage of Actual Deliveries	Under-Delivery Charge as Percentage of Index or cost of Transporter's operational purchases of 3 rd Party supply
Under-Deliveries 0% - 5%	100% Charge as described below
Under-Deliveries Greater than 5%	125% Charge as described below

The greater of (a) the mean of the highest of the Cash Out Index Price (highest of the Daily Price Survey, Midpoint Price (Flow Date) as published by *Platts' Gas Daily* for the "Spot Gas Prices Delivered to Pipelines" relative to CIG Rockies, NW S of Green River, and, El Paso San Juan) for the period of time starting with the first day of the month that the imbalance was incurred and ending with the last day of the month the imbalance was incurred; or (b) the Company's cost of operational purchase Gas for said Month if higher.

Over-Deliveries as Percentage of Actual Deliveries or	Over-Delivery Charge as Percentage of Index cost of operational purchases of Shipper's Over-Delivery of gas supply
Over-Deliveries 0% - 5%	100% Credit as described below
Over-Deliveries Greater than 5%	75% Credit as described below

The lesser of (a) the mean of the lowest of the Cash Out Index Price (lowest of the Daily Price Survey, Midpoint Price (Flow Date) as published by *Platts' Gas Daily* for the "Spot Gas Prices Delivered to Pipelines" relative to CIG Rockies, NW S of Green River, and El Paso San Juan), for the period of time starting with the first day of the month that the imbalance was incurred and ending with the last day of the month the imbalance was incurred; or (b) the Company's cost of operational sales Gas for said Month if lower

- a. Unauthorized Receipts. Any unauthorized Gas received onto the Company's system shall become the property of the Company immediately. Unauthorized Gas is any gas received onto the system without a corresponding Service Agreement nomination in place.
- b. Unauthorized Deliveries. When Unauthorized Gas is taken from the Company's system by a Point Operator without a Service Agreement, such Gas shall be treated as Unauthorized Delivery. Unauthorized Delivered Gas treated as an Operator overrun will be deemed to have used the Transporter's facilities. The Operator shall be deemed to have purchased the Gas at a price equal to 150% of the "Cash Out Index Price", as defined in Section 29.5.d of the GT&C of this Tariff for the month in which the Operator overrun Gas is taken.
- c. If Point Operator receives Unauthorized Gas during an OFO period, in addition to the provisions set forth above in Section 30.4(b), the Point Operator will be subject to unauthorized deliveries charges as contained in Section 29.5.d. of these GT&C in addition to this Section 30.4, if applicable.

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33. OPERATOR-OWNED FACILITIES

- 33.1 All Gas piping, appurtenant facilities and Gas-burning appliances or equipment located upstream or downstream of Transporter's Facilities, at or within the Shipper's property or premises shall be owned, maintained, and controlled in a good and safe condition solely by the Shipper, the Operator of the property or premises and/or the premises' owner in accordance with municipal regulation, the National Fuel Gas code, the Company's rules, Tariffs, terms, regulations, and other applicable laws and regulations as amended from time to time. Except as otherwise required by law, Transporter does not undertake to, or assume the obligation for, the inspection, testing, maintenance, or repair of equipment or facilities not owned by the Transporter. Transporter may refuse to connect or continue service until the Shipper remedies or corrects faults or defects involving Shipper-owned facilities.
- 33.2 Shipper shall be responsible for all costs relating to maintenance of Shipper-owned piping and facilities. The owner of the piping and/or facilities shall be responsible for arranging and paying for any required maintenance and repair of said piping and/or facilities and all materials, installation and work performed must comply with all applicable laws and regulations. The owner of the piping and/or facilities shall provide the Company with an assurance acceptable to the Company that all materials, installation and work performed comply with all applicable specifications, laws and regulations before Gas service will be restored or continued. The Company shall have no duty to inspect work performed by anyone other than that Company.
- 33.3 LIABILITY. The private owner of any Piping and/or facility not owned by Transporter shall be responsible for the loss or escape of any Gas from said Piping and/or facility, and shall be responsible for any resulting fire, explosion, injury or damage caused thereby.
- 33.4 Nothing in this rule, in any other Tariff provision, or in regulations shall be construed to impose any liability on the Company for the loss or escape of Gas from any of the facilities of a Shipper or Interconnection Party or other third party, or for any injury or damage caused thereby or otherwise related to any piping or facility owned or operated by such parties.

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37. LIABILITY

37.1 Transporter assumes no responsibility for the inspection and/or repair of defects in Shipper's piping or other facility(s) on the Shipper's premises and will not be responsible for any injury, loss, or damage resulting from such defects or improper installation, except where such loss, damage, or injury is the result of the Transporter's active gross negligence or willful misconduct.

37.2 Transporter shall not be liable for injury to persons or damage to the Shipper's property caused by accident, acts of God, fires, floods, strikes, riots, earthquakes, avalanches, war or any other cause or contingency beyond its control.

37.3 The Shipper shall be responsible for any damage to, or loss of, Transporter's property located upon the Shipper's premises caused by or arising out of carelessness, negligence, misuse, or interference by the Shipper, the Shipper's Agents or employees, or other persons not authorized by Transporter. The cost of making good such loss or repairing such damage shall be paid by the Shipper.

37.4 The Shipper shall hold Transporter harmless and indemnify it against all liability for injury to persons or damage to property occurring on the Shipper's side of the Point of Delivery except where such injury or damage is the result of the Transporter's gross negligence or willful misconduct. In such event, liability will be apportioned between the Transporter and the Shipper, in accordance with the degree of fault of each.

37.5 In no event shall the Transporter be liable for consequential or punitive damages.

38. REMEDIES. In addition to the specific remedies set forth in this Tariff, Transporter or the Shipper may assert any other remedy it may have at law or in equity.

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42.2 Any waivers granted by the Transporter shall be granted in a not unduly discriminatory manner.

42.3 Transporter may waive, in a not unduly discriminatory manner, a Shipper's charges, penalties, gas quality requirements or other service obligations under this Tariff. Transporter will maintain a log of any such waivers and will post any such waivers on its EBB if considered material. Transporter may also waive certain of its Tariff obligations such as timely billing provided such waiver is posted on the EBB.

43. NOTICES. Except as otherwise provided in this Tariff or the Agreement, operational communications may be made by telephone, EBB posting or e-mail message or other mutually agreeable means, provided that the Transporter shall retain all such related operational e-mails and EBB postings for a period of no less than 3 years. Any notice, request, demand, statement or bill provided for in this Tariff, or any notice which either the Transporter or the Shipper may desire to give to the other, may be in writing and shall may be considered as duly Delivered when deposited in the United States mails, postage prepaid and registered, addressed to the Post Office address of the Company or the Shipper, or at such other address as either shall designate by formal written notice, except that routine communications (including monthly statements and payments) shall may be considered as duly delivered when mailed by either registered or ordinary mail or by e-mail delivery, and except that notices pursuant to (a) the unauthorized daily overrun provisions of Rate Schedules FTS and ITS, (b) Section 27, Limitations on Obligations, of these GT&C, and (c) Section 30, Operational Controls, of these GT&C may be given orally or by facsimile or by e-mail message or by EBB posting.

44. EXECUTION OF AGREEMENTS. For all agreements in this Tariff executed by Transporter and Shipper, Transporter and Shipper may execute such agreements electronically or by signing a paper agreement.

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**FORM OF TRANSPORTATION SERVICE AGREEMENT
(APPLICABLE TO FIRM AND INTERRUPTIBLE
TRANSPORTATION SERVICE RATE SCHEDULE)
(Continued)**

4. **RECEIPT POINT(S) AND DELIVERY POINT(S):** On a primary basis, Natural gas to be received by Transporter for the account of Shipper hereunder shall be received at or near the point(s) of receipt as set forth on Appendix A.

Natural gas to be delivered by Transporter for the account of Shipper on a primary basis, hereunder shall be delivered on the outlet side of the measuring station(s) at or near the point(s) specified in Appendices B and C.

Additional information concerning receipt and delivery points, including the use of secondary or alternate receipt and delivery points, is set forth in the Tariff or on Appendices A, B, and C to this Agreement, which are incorporated herein by reference.

5. **QUALITY:** All natural gas tendered for transportation to Transporter for the account of Shipper at the Receipt Point(s) shall conform to the quality specifications set forth in the General Terms and Conditions, as revised from time to time. Transporter may refuse to receive, on a not unduly discriminatory basis, any gas for transportation, which does not meet such quality specifications.

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6. **PROCESSING:** Transporter shall have the right to process, or cause to be processed, gas received from Shipper, and title to all extracted liquid and liquefiable hydrocarbons and other products, including any methane lost or removed in the extraction process or required for fuel, shall pass to Transporter at no cost, and Shipper shall hold Transporter harmless and free and clear of adverse claims.

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7. **ASSIGNMENT:** This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations under the provisions of any mortgage, deed or trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Transporter nor Shipper shall assign this Agreement or any of its rights hereunder without first having obtained formal written consent of the other(s). Such consent shall not be unreasonably withheld.

8. **INTERPRETATION AND MODIFICATION:** The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Colorado.

9. **COLORADO PUC JURISDICTION:** This agreement, and all its rates, terms and conditions as set out in this agreement and as set out in the Tariff provisions which are incorporated into this agreement by reference shall at all times be subject to modification by order of the Commission upon notice and hearing and a finding of good cause therefore. In the event that any party to this agreement requests the Commission to take action which could cause a modification in the conditions of this agreement, the party shall provide written notice to the other parties at the time of filing the request with the Commission.