

FERC NGA GAS TARIFF

Fifth Revised Volume No. 1

(Supersedes Fourth Revised Volume No. 1)

Of

TRANSWESTERN PIPELINE COMPANY, LLC

Filed with the

FEDERAL ENERGY REGULATORY COMMISSION

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## PRELIMINARY STATEMENT

Transwestern Pipeline Company, LLC, sometimes herein referred to as "Transporter", is a natural gas company engaged in the business of transporting natural gas in interstate commerce pursuant to authority from and subject to the jurisdiction of the Federal Energy Regulatory Commission.

The facilities operated by Transporter consist of a pipeline system extending from the states of Texas, Colorado and New Mexico through the states of New Mexico and Arizona to points in Arizona and points near the California-Arizona state border.

The transportation of natural gas under this Tariff will be undertaken by Transporter only under a written or electronic contract in the form of an executed Service Agreement of the applicable type prescribed in this tariff.

This Tariff is filed in compliance with Part 154, Subchapter E, Chapter 1, Title 18, Code of Federal Regulations, as promulgated by the Federal Energy Regulatory Commission.

**Part III, Maps**

1. System Map
2. West of Thoreau Area Map
3. San Juan Lateral Area Map
4. East of Thoreau Area Map
5. Phoenix Area Map

### System Map

The System Map may be displayed and downloaded at the Internet Web site below.

<http://twtransfer.energytransfer.com/ipost/TW/maps/system-map>

### West of Thoreau Area

The West of Thoreau Area map may be viewed and downloaded at the Internet Web site below.

<http://twtransfer.energytransfer.com/ipost/TW/maps/west-of-thoreau-area>

### San Juan Lateral Area

The San Juan Lateral Area map may be viewed and downloaded at the Internet Web site below.

<http://twtransfer.energytransfer.com/ipost/TW/maps/san-juan-lateral-area>

#### East of Thoreau Area

The East of Thoreau Area may be viewed and downloaded at the Internet Web site below.

<http://twtransfer.energytransfer.com/ipost/TW/maps/east-of-thoreau-area>

### Phoenix Area Map

The Phoenix Area map may be viewed and downloaded at the Internet Web site below.

<http://twtransfer.energytransfer.com/ipost/TW/maps/phoenix-area>

**Part IV**  
**Currently Effective Rates**

1. Rate Schedules FTS-1 and LFT
2. Rate Schedule FTS-2
3. Rate Schedule FTS-5
4. Rate Schedule FTS-3
5. Rate Schedule ITS-1
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7. Rate Schedule PNR
8. Rate Schedule HPS
9. Negotiated Rates
10. Non-Conforming Agreements



CURRENTLY EFFECTIVE RATES  
 RATE SCHEDULES FTS-1 and LFT

	Base Rate Per Dth -----	Surcharges (1) -----	Maximum Rate Per Dth -----	Minimum Rate per Dth -----	Maximum Fuel Reimbursement (9) -----
Delivered to West of Thoreau California					
Received from East of Thoreau					
- Reservation Rate	\$ 0.4326	-	\$ 0.4326	\$ 0.0000	-
- Usage Rate (10)	0.0245	-	0.0245	0.0245	2.53%
- Overrun Rate (2) (10)	0.4571	-	0.4571	0.0245	2.53
Received from West of Thoreau					
- Reservation Rate (3)	\$ 0.1561	-	\$ 0.1561	\$ 0.0000	-
- Usage Rate (3) (10)	0.0039	-	0.0039	0.0039	1.30%
- Overrun Rate (2) (3) (10)	0.1600	-	0.1600	0.0039	1.30
Received from San Juan					
- Reservation Rate	\$ 0.3088	-	\$ 0.3088	\$ 0.0000	-
- Usage Rate (10)	0.0070	-	0.0070	0.0070	-
- Overrun Rate (2) (10)	0.3158	-	0.3158	0.0070	-
- San Juan Blanco (7)	-	-	-	-	2.15%
- San Juan North of Blanco (8)	-	-	-	-	2.49
Received from Phoenix					
- Reservation Rate	\$ 0.6561	-	\$ 0.6561	\$ 0.0000	-
- Usage Rate (10)	0.0054	-	0.0054	0.0054	1.55%
- Overrun Rate (2) (10)	0.6615	-	0.6615	0.0054	1.55
Delivered to West of Thoreau East of California (4)					
Received from East of Thoreau					
- Reservation Rate	\$ 0.4326	-	\$ 0.4326	\$ 0.0000	-
- Usage Rate (10)	0.0245	-	0.0245	0.0245	2.38%
- Overrun Rate (2) (10)	0.4571	-	0.4571	0.0245	2.38
Received from West of Thoreau					
- Reservation Rate (3)	\$ 0.1561	-	\$ 0.1561	\$ 0.0000	-
- Usage Rate (3) (10)	0.0039	-	0.0039	0.0039	1.15%
- Overrun Rate (2) (3) (10)	0.1600	-	0.1600	0.0039	1.15
Received from San Juan					
- Reservation Rate	\$ 0.3088	-	\$ 0.3088	0.0000	-
- Usage Rate (10)	0.0070	-	0.0070	0.0070	-
- Overrun Rate (2) (10)	0.3158	-	0.3158	0.0070	-
- San Juan Blanco (7)	-	-	-	-	2.00%
- San Juan North of Blanco (8)	-	-	-	-	2.34
Received from Phoenix					
- Reservation Rate	\$ 0.6561	-	\$ 0.6561	\$ 0.0000	-
- Usage Rate (10)	0.0054	-	0.0054	0.0054	1.40%
- Overrun Rate (2) (10)	0.6615	-	0.6615	0.0054	1.40
Delivered to San Juan except for North of Blanco					
Received from East of Thoreau					
- Reservation Rate	\$ 0.4292	-	\$ 0.4292	\$ 0.0000	-
- Usage Rate (10)	0.0237	-	0.0237	0.0237	2.18%
- Overrun Rate (2) (10)	0.4529	-	0.4529	0.0237	2.18
Received from West of Thoreau					
- Reservation Rate	\$ 0.3088	-	\$ 0.3088	\$ 0.0000	-
- Usage Rate (10)	0.0070	-	0.0070	0.0070	2.15%
- Overrun Rate (2) (10)	0.3158	-	0.3158	0.0070	2.15
Received from Phoenix					
- Reservation Rate	\$ 0.8088	-	\$ 0.8088	\$ 0.0000	-
- Usage Rate (10)	0.0085	-	0.0085	0.0085	2.25%
- Overrun Rate (2) (10)	0.8173	-	0.8173	0.0085	2.25

Delivered to San Juan except for North of Blanco					
Received from San Juan (5)					
- Reservation Rate (3)	\$ 0.1527	-	\$ 0.1527	\$ 0.0000	-
- Usage Rate (10) (3)	0.0031	-	0.0031	0.0031	-
- Overrun Rate (2) (10) (3)	0.1558	-	0.1558	0.0031	-
- San Juan Blanco (7)	-	-	-	-	0.95%
- San Juan North of Blanco (8)	-	-	-	-	1.29
Delivered to San Juan North of Blanco					
Received from San Juan North of Blanco (8)					
- Reservation Rate	\$ 0.1527	-	\$ 0.1527	\$ 0.0000	-
- Usage Rate (10)	0.0031	-	0.0031	0.0031	0.44%
- Overrun Rate (2) (10)	0.1558	-	0.1558	0.0031	0.44
Delivered to East of Thoreau (6)					
Received from East of Thoreau (5)					
- Reservation Rate (3)	\$ 0.2765	-	\$ 0.2765	\$ 0.0000	-
- Usage Rate (3) (10)	0.0206	-	0.0206	0.0206	1.33%
- Overrun Rate (2) (3) (10)	0.2971	-	0.2971	0.0206	1.33
Received from West of Thoreau					
- Reservation Rate	\$ 0.4326	-	\$ 0.4326	\$ 0.0000	-
- Usage Rate (10)	0.0245	-	0.0245	0.0245	2.53%
- Overrun Rate (2) (10)	0.4571	-	0.4571	0.0245	2.53
Received from San Juan					
- Reservation Rate	\$ 0.4292	-	\$ 0.4292	\$ 0.0000	-
- Usage Rate (10)	0.0237	-	0.0237	0.0237	-
- Overrun Rate (2) (10)	0.4529	-	0.4529	0.0237	-
- San Juan Blanco (7)	-	-	-	-	2.18%
- San Juan North of Blanco (8)	-	-	-	-	2.52
Received from Phoenix					
- Reservation Rate	\$ 0.9326	-	\$ 0.9326	\$ 0.0000	-
- Usage Rate (10)	0.0260	-	0.0260	0.0260	2.63%
- Overrun Rate (2) (10)	0.9586	-	0.9586	0.0260	2.63
Delivered to Phoenix					
Received from East of Thoreau					
- Reservation Rate	\$ 0.9326	-	\$ 0.9326	\$ 0.0000	-
- Usage Rate (10)	0.0260	-	0.0260	0.0260	2.63%
- Overrun Rate (2) (10)	0.9586	-	0.9586	0.0260	2.63
Received from West of Thoreau					
- Reservation Rate (3)	\$ 0.6561	-	\$ 0.6561	\$ 0.0000	-
- Usage Rate (3) (10)	0.0054	-	0.0054	0.0054	1.55%
- Overrun Rate (2) (3) (10)	0.6615	-	0.6615	0.0054	1.55
Received from San Juan					
- Reservation Rate	\$ 0.8088	-	\$ 0.8088	\$ 0.0000	-
- Usage Rate (10)	0.0085	-	0.0085	0.0085	-
- Overrun Rate (2) (10)	0.8173	-	0.8173	0.0085	-
- San Juan Blanco (7)	-	-	-	-	2.25%
- San Juan North of Blanco (8)	-	-	-	-	2.59
Received from Phoenix (11)					
- Reservation Rate	\$ 0.5000	-	\$ 0.5000	\$ 0.0000	-
- Usage Rate (10)	0.0015	-	0.0015	0.0015	0.35%
- Overrun Rate (2) (10)	0.5015	-	0.5015	0.0015	0.35

Backhaul transportation is transportation on Transporter's system that is opposite to the actual physical flow from the point of receipt to the point of delivery. The backhaul rate will be the same as a forward haul rate; however, the backhaul fuel rate shall be 0.10%.

- (1) Surcharges shall not be applied to the same quantity of gas more than once.
- (2) This rate shall be the maximum firm volumetric rate applicable for capacity release.
- (3) Includes receipts from the Thoreau/San Juan Point.

- 
- (4) These rates will be applicable to all delivery points West of the Thoreau/San Juan Point except for deliveries to the California border, which includes points located West of the junction of the mainline with the Topock Lateral at mile post 75.2 West of Compressor Station No. 1.
  - (5) Includes deliveries to Thoreau/San Juan Point and such deliveries shall pay 0.10% less than the fuel reimbursement stated on this tariff section and no surcharges shall be applicable to deliveries to the Thoreau/San Juan Point.
  - (6) These rates will be applicable to all delivery points East of the Thoreau/San Juan Point.
  - (7) This fuel will be applicable to all receipts in San Juan except for receipts north of the Blanco Hub.
  - (8) This fuel will be applicable to all receipts in San Juan north of the Blanco Hub.
  - (9) Transport Fuel percentages are from Receipt Point Area through to Delivery Point Area and shall be applied to receipt quantities. The minimum Transport Fuel charge will not be lower than actual fuel costs, if any.
  - (10) Excludes the ACA unit charge applicable to Shippers pursuant to Section 23 of the General Terms and Conditions.
  - (11) Includes receipts from Ashfork delivered to Phoenix or receipts from Phoenix delivered to Ashfork.

CURRENTLY EFFECTIVE RATES  
 RATE SCHEDULE FTS-2

	Base Rate Per Dth -----	Surcharges -----	Maximum Rate Per Dth -----	Minimum Rate Per Dth -----	Maximum Fuel Reimbursement -----
Usage Rate (3)	\$ 0.2871	-	\$ 0.2871	\$ 0.0167	(1)
Sales Rate (2)					
Overrun Rates	0.5742	-	0.5742	0.0167	-

Backhaul transportation is transportation on Transporter's system that is opposite to the actual physical flow from the point of receipt to the point of delivery. The backhaul rate will be the same as a forward haul rate; however, the backhaul fuel rate shall be 0.10%.

- (1) Transport Fuel percentages under this Rate Schedule FTS-2 shall be the same as the fuel percentages under Rate Schedule FTS-1. Refer to the Maximum Fuel Reimbursement, as applicable, under the Rate Schedules FTS-1 and LFT in the Currently Effective Rates.
- (2) For all sales customers, the gas sales rate shall be negotiated between Transporter and customer. The point of sale on Transporter's system will be the point at which such sales gas enters facilities owned by Transporter.
- (3) Excludes the ACA unit charge applicable to Shippers pursuant to Section 23 of the General Terms and Conditions.

CURRENTLY EFFECTIVE RATES  
 RATE SCHEDULE FTS-5

	Base Rate Per Dth -----	Surcharges (1) -----	Maximum Rate Per Dth -----	Minimum Rate per Dth -----	Maximum Fuel Reimbursement (9) -----
Delivered to West of Thoreau California					
Received from East of Thoreau					
- Reservation Rate	\$ 0.6490	-	\$ 0.6490	\$ 0.0000	-
- Usage Rate (10)	0.0245	-	0.0245	0.0245	2.53%
- Overrun Rate (2) (10)	0.6735	-	0.6735	0.0245	2.53
Received from West of Thoreau					
- Reservation Rate (3)	\$ 0.2342	-	\$ 0.2342	\$ 0.0000	-
- Usage Rate (3) (10)	0.0039	-	0.0039	0.0039	1.30%
- Overrun Rate (2) (3) (10)	0.2381	-	0.2381	0.0039	1.30
Received from San Juan					
- Reservation Rate	\$ 0.4633	-	\$ 0.4633	\$ 0.0000	-
- Usage Rate (10)	0.0070	-	0.0070	0.0070	-
- Overrun Rate (2) (10)	0.4703	-	0.4703	0.0070	-
- San Juan Blanco (7)	-	-	-	-	2.15%
- San Juan North of Blanco (8)	-	-	-	-	2.49
Received from Phoenix					
- Reservation Rate	\$ 0.9842	-	\$ 0.9842	\$ 0.0000	-
- Usage Rate (10)	0.0054	-	0.0054	0.0054	1.55%
- Overrun Rate (2) (10)	0.9896	-	0.9896	0.0054	1.55
Delivered to West of Thoreau East of California (4)					
Received from East of Thoreau					
- Reservation Rate	\$ 0.6490	-	\$ 0.6490	\$ 0.0000	-
- Usage Rate (10)	0.0245	-	0.0245	0.0245	2.38%
- Overrun Rate (2) (10)	0.6735	-	0.6735	0.0245	2.38
Received from West of Thoreau					
- Reservation Rate (3)	\$ 0.2342	-	\$ 0.2342	\$ 0.0000	-
- Usage Rate (3) (10)	0.0039	-	0.0039	0.0039	1.15%
- Overrun Rate (2) (3) (10)	0.2381	-	0.2381	0.0039	1.15
Received from San Juan					
- Reservation Rate	\$ 0.4633	-	\$ 0.4633	0.0000	-
- Usage Rate (10)	0.0070	-	0.0070	0.0070	-
- Overrun Rate (2) (10)	0.4703	-	0.4703	0.0070	-
- San Juan Blanco (7)	-	-	-	-	2.00%
- San Juan North of Blanco (8)	-	-	-	-	2.34
Received from Phoenix					
- Reservation Rate	\$ 0.9842	-	\$ 0.9842	\$ 0.0000	-
- Usage Rate (10)	0.0054	-	0.0054	0.0054	1.40%
- Overrun Rate (2) (10)	0.9896	-	0.9896	0.0054	1.40
Delivered to San Juan except for North of Blanco					
Received from East of Thoreau					
- Reservation Rate	\$ 0.6439	-	\$ 0.6439	\$ 0.0000	-
- Usage Rate (10)	0.0237	-	0.0237	0.0237	2.18%
- Overrun Rate (2) (10)	0.6676	-	0.6676	0.0237	2.18
Received from West of Thoreau					
- Reservation Rate	\$ 0.4633	-	\$ 0.4633	\$ 0.0000	-
- Usage Rate (10)	0.0070	-	0.0070	0.0070	2.15%
- Overrun Rate (2) (10)	0.4703	-	0.4703	0.0070	2.15
Received from Phoenix					
- Reservation Rate	\$ 1.2133	-	\$ 1.2133	\$ 0.0000	-
- Usage Rate (10)	0.0085	-	0.0085	0.0085	2.25%
- Overrun Rate (2) (10)	1.2218	-	1.2218	0.0085	2.25

Delivered to San Juan except for North of Blanco					
Received from San Juan (5)					
- Reservation Rate (3)	\$ 0.2291	-	\$ 0.2291	\$ 0.0000	-
- Usage Rate (10) (3)	0.0031	-	0.0031	0.0031	-
- Overrun Rate (2) (10) (3)	0.2322	-	0.2322	0.0031	-
- San Juan Blanco (7)	-	-	-	-	0.95%
- San Juan North of Blanco (8)	-	-	-	-	1.29
Delivered to San Juan North of Blanco					
Received from San Juan North of Blanco (8)					
- Reservation Rate	\$ 0.2291	-	\$ 0.2291	\$ 0.0000	-
- Usage Rate (10)	0.0031	-	0.0031	0.0031	0.44%
- Overrun Rate (2) (10)	0.2322	-	0.2322	0.0031	0.44
Delivered to East of Thoreau (6)					
Received from East of Thoreau (5)					
- Reservation Rate (3)	\$ 0.4148	-	\$ 0.4148	\$ 0.0000	-
- Usage Rate (3) (10)	0.0206	-	0.0206	0.0206	1.33%
- Overrun Rate (2) (3) (10)	0.4354	-	0.4354	0.0206	1.33
Received from West of Thoreau					
- Reservation Rate	\$ 0.6490	-	\$ 0.6490	\$ 0.0000	-
- Usage Rate (10)	0.0245	-	0.0245	0.0245	2.53%
- Overrun Rate (2) (10)	0.6735	-	0.6735	0.0245	2.53
Received from San Juan					
- Reservation Rate	\$ 0.6439	-	\$ 0.6439	\$ 0.0000	-
- Usage Rate (10)	0.0237	-	0.0237	0.0237	-
- Overrun Rate (2) (10)	0.6676	-	0.6676	0.0237	-
- San Juan Blanco (7)	-	-	-	-	2.18%
- San Juan North of Blanco (8)	-	-	-	-	2.52
Received from Phoenix					
- Reservation Rate	\$ 1.3990	-	\$ 1.3990	\$ 0.0000	-
- Usage Rate (10)	0.0260	-	0.0260	0.0260	2.63%
- Overrun Rate (2) (10)	1.4250	-	1.4250	0.0260	2.63
Delivered to Phoenix					
Received from East of Thoreau					
- Reservation Rate	\$ 1.3990	-	\$ 1.3990	\$ 0.0000	-
- Usage Rate (10)	0.0260	-	0.0260	0.0260	2.63%
- Overrun Rate (2) (10)	1.4250	-	1.4250	0.0260	2.63
Received from West of Thoreau					
- Reservation Rate (3)	\$ 0.9842	-	\$ 0.9842	\$ 0.0000	-
- Usage Rate (3) (10)	0.0054	-	0.0054	0.0054	1.55%
- Overrun Rate (2) (3) (10)	0.9896	-	0.9896	0.0054	1.55
Received from San Juan					
- Reservation Rate	\$ 1.2133	-	\$ 1.2133	\$ 0.0000	-
- Usage Rate (10)	0.0085	-	0.0085	0.0085	-
- Overrun Rate (2) (10)	1.2218	-	1.2218	0.0085	-
- San Juan Blanco (7)	-	-	-	-	2.25%
- San Juan North of Blanco (8)	-	-	-	-	2.59
Received from Phoenix (11)					
- Reservation Rate	\$ 0.7500	-	\$ 0.7500	\$ 0.0000	-
- Usage Rate (10)	0.0015	-	0.0015	0.0015	0.35%
- Overrun Rate (2) (10)	0.7515	-	0.7515	0.0015	0.35

Backhaul transportation is transportation on Transporter's system that is opposite to the actual physical flow from the point of receipt to the point of delivery. The backhaul rate will be the same as a forward haul rate; however, the backhaul fuel rate shall be 0.10%.

- (1) Surcharges shall not be applied to the same quantity of gas more than once.
- (2) This rate shall be the maximum firm volumetric rate applicable for capacity release.

- (3) Includes receipts from the Thoreau/San Juan Point.
- (4) These rates will be applicable to all delivery points West of the Thoreau/San Juan Point except for deliveries to the California border, which includes points located West of the junction of the mainline with the Topock Lateral at mile post 75.2 West of Compressor Station No. 1.
- (5) Includes deliveries to Thoreau/San Juan Point and such deliveries shall pay 0.10% less than the fuel reimbursement stated on this tariff section and no surcharges shall be applicable to deliveries to the Thoreau/San Juan Point.
- (6) These rates will be applicable to all delivery points East of the Thoreau/San Juan Point.
- (7) This fuel will be applicable to all receipts in San Juan except for receipts north of the Blanco Hub.
- (8) This fuel will be applicable to all receipts in San Juan north of the Blanco Hub.
- (9) Transport Fuel percentages are from Receipt Point Area through to Delivery Point Area and shall be applied to receipt quantities. The minimum Transport Fuel charge will not be lower than actual fuel costs, if any.
- (10) Excludes the ACA unit charge applicable to Shippers pursuant to Section 23 of the General Terms and Conditions.
- (11) Includes receipts from Ashfork delivered to Phoenix or receipts from Phoenix delivered to Ashfork.

CURRENTLY EFFECTIVE RATES  
 RATE SCHEDULES FTS-3

	Base Rate Per Dth -----	Surcharges (1) -----	Maximum Rate Per Dth -----	Minimum Rate Per Dth -----	Maximum Fuel Reimbursement (9) -----
Delivered to West of Thoreau California					
Received from East of Thoreau					
- Reservation Rate	\$ 0.6490	-	\$ 0.6490	\$ 0.0000	-
- Usage Rate (10)	0.0245	-	0.0245	0.0245	2.53%
- Overrun Rate (2) (10)	0.6735	-	0.6735	0.0245	2.53
Received from West of Thoreau					
- Reservation Rate (3)	\$ 0.2342	-	\$ 0.2342	\$ 0.0000	-
- Usage Rate (3) (10)	0.0039	-	0.0039	0.0039	1.30%
- Overrun Rate (2) (3) (10)	0.2381	-	0.2381	0.0039	1.30
Received from San Juan					
- Reservation Rate	\$ 0.4633	-	\$ 0.4633	\$ 0.0000	-
- Usage Rate (10)	0.0070	-	0.0070	0.0070	-
- Overrun Rate (2) (10)	0.4703	-	0.4703	0.0070	-
- San Juan Blanco (7)	-	-	-	-	2.15%
- San Juan North of Blanco (8)	-	-	-	-	2.49
Received from Phoenix					
- Reservation Rate	\$ 0.9842	-	\$ 0.9842	\$ 0.0000	-
- Usage Rate (10)	0.0054	-	0.0054	0.0054	1.55%
- Overrun Rate (2) (10)	0.9896	-	0.9896	0.0054	1.55
Delivered to West of Thoreau East of California (4)					
Received from East of Thoreau					
- Reservation Rate	\$ 0.6490	-	\$ 0.6490	\$ 0.0000	-
- Usage Rate (10)	0.0245	-	0.0245	0.0245	2.38%
- Overrun Rate (2) (10)	0.6735	-	0.6735	0.0245	2.38
Received from West of Thoreau					
- Reservation Rate (3)	\$ 0.2342	-	\$ 0.2342	\$ 0.0000	-
- Usage Rate (3) (10)	0.0039	-	0.0039	0.0039	1.15%
- Overrun Rate (2) (3) (10)	0.2381	-	0.2381	0.0039	1.15
Received from San Juan					
- Reservation Rate	\$ 0.4633	-	\$ 0.4633	0.0000	-
- Usage Rate (10)	0.0070	-	0.0070	0.0070	-
- Overrun Rate (2) (10)	0.4703	-	0.4703	0.0070	-
- San Juan Blanco (7)	-	-	-	-	2.00%
- San Juan North of Blanco (8)	-	-	-	-	2.34
Received from Phoenix					
- Reservation Rate	\$ 0.9842	-	\$ 0.9842	\$ 0.0000	-
- Usage Rate (10)	0.0054	-	0.0054	0.0054	1.40%
- Overrun Rate (2) (10)	0.9896	-	0.9896	0.0054	1.40
Delivered to San Juan except for North of Blanco					
Received from East of Thoreau					
- Reservation Rate	\$ 0.6439	-	\$ 0.6439	\$ 0.0000	-
- Usage Rate (10)	0.0237	-	0.0237	0.0237	2.18%
- Overrun Rate (2) (10)	0.6676	-	0.6676	0.0237	2.18
Received from West of Thoreau					
- Reservation Rate	\$ 0.4633	-	\$ 0.4633	\$ 0.0000	-
- Usage Rate (10)	0.0070	-	0.0070	0.0070	2.15%
- Overrun Rate (2) (10)	0.4703	-	0.4703	0.0070	2.15
Received from Phoenix					
- Reservation Rate	\$ 1.2133	-	\$ 1.2133	\$ 0.0000	-
- Usage Rate (10)	0.0085	-	0.0085	0.0085	2.25%
- Overrun Rate (2) (10)	1.2218	-	1.2218	0.0085	2.25



Delivered to San Juan except for North of Blanco

Received from San Juan (5)

- Reservation Rate (3)	\$ 0.2291	-	\$ 0.2291	\$ 0.0000	-
- Usage Rate (10) (3)	0.0031	-	0.0031	0.0031	-
- Overrun Rate (2) (10) (3)	0.2322	-	0.2322	0.0031	-
- San Juan Blanco (7)	-	-	-	-	0.95%
- San Juan North of Blanco (8)	-	-	-	-	1.29

Delivered to San Juan North of Blanco

Received from San Juan North of Blanco (8)

- Reservation Rate	\$ 0.2291	-	\$ 0.2291	\$ 0.0000	-
- Usage Rate (10)	0.0031	-	0.0031	0.0031	0.44%
- Overrun Rate (2) (10)	0.2322	-	0.2322	0.0031	0.44

Delivered to East of Thoreau (6)

Received from East of Thoreau (5)

- Reservation Rate (3)	\$ 0.4148	-	\$ 0.4148	\$ 0.0000	-
- Usage Rate (3) (10)	0.0206	-	0.0206	0.0206	1.33%
- Overrun Rate (2) (3) (10)	0.4354	-	0.4354	0.0206	1.33

Received from West of Thoreau

- Reservation Rate	\$ 0.6490	-	\$ 0.6490	\$ 0.0000	-
- Usage Rate (10)	0.0245	-	0.0245	0.0245	2.53%
- Overrun Rate (2) (10)	0.6735	-	0.6735	0.0245	2.53

Received from San Juan

- Reservation Rate	\$ 0.6439	-	\$ 0.6439	\$ 0.0000	-
- Usage Rate (10)	0.0237	-	0.0237	0.0237	-
- Overrun Rate (2) (10)	0.6676	-	0.6676	0.0237	-
- San Juan Blanco (7)	-	-	-	-	2.18%
- San Juan North of Blanco (8)	-	-	-	-	2.52

Received from Phoenix

- Reservation Rate	\$ 1.3990	-	\$ 1.3990	\$ 0.0000	-
- Usage Rate (10)	0.0260	-	0.0260	0.0260	2.63%
- Overrun Rate (2) (10)	1.4250	-	1.4250	0.0260	2.63

Delivered to Phoenix

Received from East of Thoreau

- Reservation Rate	\$ 1.3990	-	\$ 1.3990	\$ 0.0000	-
- Usage Rate (10)	0.0260	-	0.0260	0.0260	2.63%
- Overrun Rate (2) (10)	1.4250	-	1.4250	0.0260	2.63

Received from West of Thoreau

- Reservation Rate (3)	\$ 0.9842	-	\$ 0.9842	\$ 0.0000	-
- Usage Rate (3) (10)	0.0054	-	0.0054	0.0054	1.55%
- Overrun Rate (2) (3) (10)	0.9896	-	0.9896	0.0054	1.55

Received from San Juan

- Reservation Rate	\$ 1.2133	-	\$ 1.2133	\$ 0.0000	-
- Usage Rate (10)	0.0085	-	0.0085	0.0085	-
- Overrun Rate (2) (10)	1.2218	-	1.2218	0.0085	-
- San Juan Blanco (7)	-	-	-	-	2.25%
- San Juan North of Blanco (8)	-	-	-	-	2.59

Received from Phoenix (11)

- Reservation Rate	\$ 0.7500	-	\$ 0.7500	\$ 0.0000	-
- Usage Rate (10)	0.0015	-	0.0015	0.0015	0.35%
- Overrun Rate (2) (10)	0.7515	-	0.7515	0.0015	0.35

Backhaul transportation is transportation on Transporter's system that is opposite to the actual physical flow from the point of receipt to the point of delivery. The backhaul rate will be the same as a forward haul rate; however, the backhaul fuel rate shall be 0.10%.

(1) Surcharges shall not be applied to the same quantity of gas more than once.

(2) This rate shall be the maximum firm volumetric rate applicable for capacity release.

- (3) Includes receipts from the Thoreau/San Juan Point.
- (4) These rates will be applicable to all delivery points West of the Thoreau/San Juan Point except for deliveries to the California border, which includes points located West of the junction of the mainline with the Topock Lateral at mile post 75.2 West of Compressor Station No. 1.
- (5) Includes deliveries to Thoreau/San Juan Point and such deliveries shall pay 0.10% less than the fuel reimbursement stated on this tariff section and no surcharges shall be applicable to deliveries to the Thoreau/San Juan Point.
- (6) These rates will be applicable to all delivery points East of the Thoreau/San Juan Point.
- (7) This fuel will be applicable to all receipts in San Juan except for receipts north of the Blanco Hub.
- (8) This fuel will be applicable to all receipts in San Juan north of the Blanco Hub.
- (9) Transport Fuel percentages are from Receipt Point Area through to Delivery Point Area and shall be applied to receipt quantities. The minimum Transport Fuel charge will not be lower than actual fuel costs, if any.
- (10) Excludes the ACA unit charge applicable to Shippers pursuant to Section 23 of the General Terms and Conditions.
- (11) Includes receipts from Ashfork delivered to Phoenix or receipts from Phoenix delivered to Ashfork.

CURRENTLY EFFECTIVE RATES  
RATE SCHEDULE ITS-1

	Base Rate Per Dth	Surcharges (1)	Maximum Rate Per Dth	Minimum Rate Per Dth	Maximum Fuel Reimbursement (6)
Delivered to West of Thoreau California					
Received from East of Thoreau					
- Usage Rate (9)	\$ 0.4571	-	\$ 0.4571	\$ 0.0245	2.53%
Received from West of Thoreau (2)					
- Usage Rate (9)	\$ 0.1600	-	\$ 0.1600	\$ 0.0039	1.30%
Received from San Juan					
- Usage Rate (9)	\$ 0.3158	-	\$ 0.3158	\$ 0.0070	-
- San Juan Blanco (7)	-	-	-	-	2.15%
- San Juan North of Blanco (8)	-	-	-	-	2.49
Received from Phoenix					
Usage Rate (9)	\$ 0.6615		\$ 0.6615	\$ 0.0054	1.55%
Delivered to West of Thoreau East of California (3)					
Received from East of Thoreau					
- Usage Rate (9)	\$ 0.4571	-	\$ 0.4571	\$ 0.0245	2.38%
Received from West of Thoreau (2)					
- Usage Rate (9)	\$ 0.1600	-	\$ 0.1600	\$ 0.0039	1.15%
Received from San Juan					
- Usage Rate (9)	\$ 0.3158	-	\$ 0.3158	\$ 0.0070	-
- San Juan Blanco (7)	-	-	-	-	2.00%
- San Juan North of Blanco (8)	-	-	-	-	2.34
Received from Phoenix					
Usage Rate (9)	\$ 0.6615		\$ 0.6615	\$ 0.0054	1.40%
Delivered to San Juan except to North of Blanco					
Received from East of Thoreau					
- Usage Rate (9)	\$ 0.4529	-	\$ 0.4529	\$ 0.0237	2.18%
Received from West of Thoreau					
- Usage Rate (9)	\$ 0.3158	-	\$ 0.3158	\$ 0.0070	2.15%
Received from Phoenix					
Usage Rate (9)	\$ 0.8173		\$ 0.8173	\$ 0.0085	2.25%
Delivered to San Juan except for North of Blanco					
Received from San Juan (4) (2)					
- Usage Rate (9)	\$ 0.1558	-	\$ 0.1558	\$ 0.0031	-
- San Juan Blanco (7)	-	-	-	-	0.95%
- San Juan North of Blanco (8)	-	-	-	-	1.29
Delivered to San Juan North of Blanco					
Received from San Juan North of Blanco (8)					
- Usage Rate (9)	\$ 0.1558	-	\$ 0.1558	\$ 0.0031	0.44%
Delivered to East of Thoreau (5)					
Received from East of Thoreau (2) (4)					
- Usage Rate (9)	\$ 0.2971	-	\$ 0.2971	\$ 0.0206	1.33%
Received from West of Thoreau					
- Usage Rate (9)	\$ 0.4571	-	\$ 0.4571	\$ 0.0245	2.53%
Received from San Juan					
- Usage Rate (9)	\$ 0.4529	-	\$ 0.4529	\$ 0.0237	-
- San Juan Blanco (7)	-	-	-	-	2.18%
- San Juan North of Blanco (8)	-	-	-	-	2.52
Received from Phoenix					
Usage Rate (9)	\$ 0.9586		\$ 0.9586	\$ 0.0260	2.63%

Delivered to Phoenix					
Received from East of Thoreau					
- Usage Rate (9)	\$ 0.9586	-	\$ 0.9586	\$ 0.0260	2.63%
Received from West of Thoreau					
- Usage Rate (9)	\$ 0.6615	-	\$ 0.6615	\$ 0.0054	1.55%
Received from San Juan					
- Usage Rate (9)	\$ 0.8173	-	\$ 0.8173	\$ 0.0085	-
- San Juan Blanco (7)	-	-	-	-	2.25%
- San Juan North of Blanco (8)	-	-	-	-	2.59
Received from Phoenix					
Usage Rate (9)	\$ 0.5015		\$ 0.5015	\$ 0.0015	0.35%

Backhaul transportation is transportation on Transporter's system that is opposite to the actual physical flow from the point of receipt to the point of delivery. The backhaul rate will be the same as a forward haul rate; however, the backhaul fuel rate shall be 0.10%.

- (1) Surcharges shall not be applied to the same quantity of gas more than once.
- (2) Includes receipts from the Thoreau/San Juan Point.
- (3) These rates will be applicable to all delivery points West of the Thoreau/San Juan Point except for deliveries to the California border, which includes points located West of the junction of the mainline with the Topock Lateral at mile post 75.2 West of Compressor Station No. 1.
- (4) Includes deliveries to Thoreau/San Juan Point and such deliveries shall pay 0.10% less than the fuel reimbursement stated on this tariff section and no surcharges shall be applicable to deliveries to the Thoreau/San Juan Point.
- (5) These rates will be applicable to all delivery points East of Thoreau/San Juan Point.
- (6) Transport Fuel percentages are from Receipt Point Area through to Delivery Point Area and shall be applied to receipt quantities. The minimum Transport Fuel charge will not be lower than actual fuel costs, if any.
- (7) This fuel will be applicable to all receipts in San Juan except for receipts north of the Blanco Hub.
- (8) This fuel will be applicable to all receipts in San Juan north of the Blanco Hub.
- (9) Excludes the ACA unit charge applicable to Shippers pursuant to Section 23 of the General Terms and Conditions.

CURRENTLY EFFECTIVE RATES  
 RATE SCHEDULE ITS-2

	Base Rate Per Dth	Surcharges (1)	Maximum Rate Per Dth	Minimum Rate Per Dth	Maximum Fuel Reimbursement (6)
Delivered to West of Thoreau California					
Received from East of Thoreau					
- Usage Rate (9)	\$ 0.6735	-	\$ 0.6735	\$ 0.0245	2.53%
Received from West of Thoreau (2)					
- Usage Rate (9)	\$ 0.2381	-	\$ 0.2381	\$ 0.0039	1.30%
Received from San Juan					
- Usage Rate (9)	\$ 0.4703	-	\$ 0.4703	\$ 0.0070	-
- San Juan Blanco (7)	-	-	-	-	2.15%
- San Juan North of Blanco (8)	-	-	-	-	2.49
Received from Phoenix					
Usage Rate (9)	\$ 0.9896		\$ 0.9896	\$ 0.0054	1.55%
Delivered to West of Thoreau East of California (3)					
Received from East of Thoreau					
- Usage Rate (9)	\$ 0.6735	-	\$ 0.6735	\$ 0.0245	2.38%
Received from West of Thoreau (2)					
- Usage Rate (9)	\$ 0.2381	-	\$ 0.2381	\$ 0.0039	1.15%
Received from San Juan					
- Usage Rate (9)	\$ 0.4703	-	\$ 0.4703	\$ 0.0070	-
- San Juan Blanco (7)	-	-	-	-	2.00%
- San Juan North of Blanco (8)	-	-	-	-	2.34
Received from Phoenix					
Usage Rate (9)	\$ 0.9896		\$ 0.9896	\$ 0.0054	1.40%
Delivered to San Juan except for North of Blanco					
Received from East of Thoreau					
- Usage Rate (9)	\$ 0.6676	-	\$ 0.6676	\$ 0.0237	2.18%
Received from West of Thoreau					
- Usage Rate (9)	\$ 0.4703	-	\$ 0.4703	\$ 0.0070	2.15%
Received from Phoenix					
Usage Rate (9)	\$ 1.2218		\$ 1.2218	\$ 0.0085	2.25%
Delivered to San Juan except for North of Blanco					
Received from San Juan (4) (2)					
- Usage Rate (9)	\$ 0.2322	-	\$ 0.2322	\$ 0.0031	-
- San Juan Blanco (7)	-	-	-	-	0.95%
- San Juan North of Blanco (8)	-	-	-	-	1.29
Delivered to San Juan North of Blanco					
Received from San Juan North of Blanco (8)					
- Usage Rate (9)	\$ 0.2322	-	\$ 0.2322	\$ 0.0031	0.44%
Delivered to East of Thoreau (5)					
Received from East of Thoreau (2) (4)					
- Usage Rate (9)	\$ 0.4354	-	\$ 0.4354	\$ 0.0206	1.33%
Received from West of Thoreau					
- Usage Rate (9)	\$ 0.6735	-	\$ 0.6735	\$ 0.0245	2.53%
Received from San Juan					
- Usage Rate (9)	\$ 0.6676	-	\$ 0.6676	\$ 0.0237	-
- San Juan Blanco (7)	-	-	-	-	2.18%
- San Juan North of Blanco (8)	-	-	-	-	2.52
Received from Phoenix					
Usage Rate (9)	\$ 1.4250		\$ 1.4250	\$ 0.0260	2.63%

Delivered to Phoenix					
Received from East of Thoreau					
- Usage Rate (9)	\$ 1.4250	-	\$ 1.4250	\$ 0.0260	2.63%
Received from West of Thoreau					
- Usage Rate (9)	\$ 0.9896	-	\$ 0.9896	\$ 0.0054	1.55%
Received from San Juan					
- Usage Rate (9)	\$ 1.2218	-	\$ 1.2218	\$ 0.0085	-
- San Juan Blanco (7)	-	-	-	-	2.25%
- San Juan North of Blanco (8)	-	-	-	-	2.59
Received from Phoenix					
Usage Rate (9)	\$ 0.7515		\$ 0.7515	\$ 0.0015	0.35%

Backhaul transportation is transportation on Transporter's system that is opposite to the actual physical flow from the point of receipt to the point of delivery. The backhaul rate will be the same as a forward haul rate; however, the backhaul fuel rate shall be 0.10%.

- (1) Surcharges shall not be applied to the same quantity of gas more than once.
- (2) Includes receipts from the Thoreau/San Juan Point.
- (3) These rates will be applicable to all delivery points West of the Thoreau/San Juan Point except for deliveries to the California border, which includes points located West of the junction of the mainline with the Topock Lateral at mile post 75.2 West of Compressor Station No. 1.
- (4) Includes deliveries to Thoreau/San Juan Point and such deliveries shall pay 0.10% less than the fuel reimbursement stated on this tariff section and no surcharges shall be applicable to deliveries to the Thoreau/San Juan Point.
- (5) These rates will be applicable to all delivery points East of Thoreau/San Juan Point.
- (6) Transport Fuel percentages are from Receipt Point Area through to Delivery Point Area and shall be applied to receipt quantities. The minimum Transport Fuel charge will not be lower than actual fuel costs, if any.
- (7) This fuel will be applicable to all receipts in San Juan except for receipts north of the Blanco Hub.
- (8) This fuel will be applicable to all receipts in San Juan north of the Blanco Hub.
- (9) Excludes the ACA unit charge applicable to Shippers pursuant to Section 23 of the General Terms and Conditions.

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CURRENTLY EFFECTIVE RATES  
RATE SCHEDULE PNR

	Maximum Rate Per Dth -----	Minimum Rate Per Dth -----
Daily Parking Rate	\$ 0.4571	\$ 0.0245

CURRENTLY EFFECTIVE RATES  
RATE SCHEDULE HPS

	Maximum Rate Per Dth -----	Minimum Rate Per Dth -----
Hourly Peaking Rate	\$ 0.7515	\$ 0.0000



STATEMENT OF NEGOTIATED RATES (1)

Shipper Name	Rate Schedule	Negotiated Rate (2)	Receipt Point (s)	Delivery Point (s)	Term	Volume MMBtu/d
-----	-----	-----	-----	-----	-----	-----
ExxonMobil Oil Corporation Contract 100052	FTS-1	(3a)	(3b)	(3c)	(3a)	20,000
Hartree Partners LP Contract 105231	FTS-1	(4a)	(4b)	(4c)	(4d)	40,000
Tenaska Marketing Ventures Contract 105550	FTS-1	(5a)	(5b)	(5c)	(5d)	(5e)
ETC Marketing, LTD Contract 105575	FTS-1	(6a)	(6b)	(6c)	(6d)	(6e)
ETC Marketing, LTD Contract 105576	FTS-1	(7a)	(7b)	(7c)	(7d)	(7e)
Concord Energy, LLC Contract 105675	FTS-1	(8a)	(8b)	(8c)	(8d)	(8e)
Southern California Gas Company Contract 105278	FTS-1	(9a)	(9b)	(9c)	(9d)	(9e)
Southern California Gas Company Contract 105279	FTS-1	(10a)	(10b)	(10c)	(10d)	(10e)
Portales Daily Products, LLC Contract 105636	FTS-1	(11a)	(11b)	(11c)	(11d)	(11e)
Targa Northern Delaware LLC Contract 105185	FTS-1	(12a)	(12b)	(12c)	(12d)	(12e)
Tenaska Marketing Ventures Contract 105657	FTS-1	(13a)	(13b)	(13c)	(13d)	(13e)
Tenaska Marketing Ventures Contract 105660	FTS-1	(14a)	(14b)	(14c)	(14d)	(14e)
Tenaska Marketing Ventures Contract 105658	FTS-1	(15a)	(15b)	(15c)	(15d)	(15e)
Tenaska Marketing Ventures Contract 105659	FTS-1	(16a)	(16b)	(16c)	(16d)	(16e)
EOG Resources, Inc. Contract 105891	FTS-1	(17a)	(17b)	(17c)	(17d)	(17e)
EOG Resources, Inc. Contract 105892	FTS-1	(18a)	(18b)	(18c)	(18d)	(18e)
Hartree Partners, LP Contract 105893	FTS-1	(19a)	(19b)	(19c)	(19d)	(19d)

(1) These negotiated rate agreements do not deviate in any material respect from the applicable form of service agreement set forth in Transwestern's Tariff.

(2) The rates stated are inclusive of surcharges unless otherwise stated in this Negotiated Rate Tariff section.

- (3a) The combined reservation and usage rate is \$0.38/MMBtu/day. The rate includes all applicable surcharges. Transwestern shall allocate the Rate between reservation and usage components inclusive of surcharges.

The term is from April 21, 2023 through July 14, 2032.

- (3b) Primary Point(s) of Receipt  
58646 West Texas Pool  
The negotiated rate applies to all alternate receipt points.

- (3c) Primary Point(s) of Delivery  
10487 SoCal Needles  
The negotiated rate applies to all alternate delivery points.

- (4a) The Fixed Negotiated Base Reservation Rate is \$0.3500/Dth of MAXDTQ.

- (4b) Primary Receipt Point  
58649 Central Pool

Negotiated Alternate Receipt Points: All receipt points in the San Juan Blanco area, San Juan North of Blanco area, and East of Thoreau area existing at the date of execution of this Service Agreement.

- (4c) Primary Delivery Points  
8042 PEPL Hansford Cactus (4-1-20 through 3-31-25)  
10594 Southern Star-Canadian River (7-1-20 through 9-30-20)

Negotiated Alternate Delivery Points: All delivery points in the East of Thoreau area, San Juan Blanco area, San Juan North of Blanco area, and West of Thoreau (including the Phoenix Lateral) area existing at the date of execution of this Service Agreement.

- (4d) From 04/01/2020 through 03/31/2025.

- (5a) Fixed Negotiated Base Reservation Rate is \$0.3500/Dth of MAXDTQ.

- (5b) Primary Receipt Point(s)  
58649 Central Pool (12-1-22 through 12-31-27)  
58646 West Texas Pool (6-1-23 through 10-31-23)  
(5-1-24 through 10-31-24)  
(5-1-25 through 10-31-25)  
(5-1-26 through 10-31-26)  
(5-1-27 through 10-31-27)

Negotiated Alternate Receipt Points: All receipt points in the East of Thoreau area and Thoreau area existing at the date of execution of this Service Agreement.

- (5c) Primary Point(s) of Delivery  
56709 Thoreau/San Juan Area Boundary (12-1-22 through 12-31-27)

Negotiated Alternate Delivery Points: All delivery points in the East of Thoreau area and Thoreau area existing at the date of execution of this Service Agreement.

- (5d) From 12-1-2022 through 12-31-2027.

- (5e) 3,000 Dth/d 12-1-22 through 12-31-22  
3,000 Dth/d 1-1-23 through 3-31-23  
6,000 Dth/d 4-1-23 through 5-31-23  
31,000 Dth/d 6-1-23 through 8-31-23  
28,000 Dth/d 9-1-23 through 9-30-23  
5,000 Dth/d 10-1-23 through 10-31-23  
3,000 Dth/d 11-1-23 through 12-31-23  
3,000 Dth/d 1-1-24 through 3-31-24  
6,000 Dth/d 4-1-24 through 4-30-24  
7,350 Dth/d 5-1-24 through 5-31-24  
31,000 Dth/d 6-1-24 through 8-31-24  
28,000 Dth/d 9-1-24 through 9-30-24  
22,800 Dth/d 10-1-24 through 10-31-24  
3,000 Dth/d 11-1-24 through 12-31-24

6,360 Dth/d	1-1-25 through 1-31-25
5,500 Dth/d	2-1-25 through 2-28-25
23,500 Dth/d	3-1-25 through 3-31-25
18,500 Dth/d	4-1-25 through 4-30-25
19,850 Dth/d	5-1-25 through 5-31-25
43,500 Dth/d	6-1-25 through 9-30-25
38,300 Dth/d	10-1-25 through 10-31-25
3,000 Dth/d	11-1-25 through 12-31-25
6,360 Dth/d	1-1-26 through 1-31-26
5,500 Dth/d	2-1-26 through 2-28-26
23,500 Dth/d	3-1-26 through 3-31-26
18,500 Dth/d	4-1-26 through 4-30-26
19,850 Dth/d	5-1-26 through 5-31-26
43,500 Dth/d	6-1-26 through 9-30-26
38,300 Dth/d	10-1-26 through 10-31-26
3,000 Dth/d	11-1-26 through 12-31-26
6,360 Dth/d	1-1-27 through 1-31-27
5,500 Dth/d	2-1-27 through 2-28-27
23,500 Dth/d	3-1-27 through 3-31-27
18,500 Dth/d	4-1-27 through 4-30-27
19,850 Dth/d	5-1-27 through 5-31-27
43,500 Dth/d	6-1-27 through 9-30-27
38,300 Dth/d	10-1-27 through 10-31-27
3,000 Dth/d	11-1-27 through 12-31-27

(6a) Fixed Negotiated Base Reservation Rate is \$.3500/Dth of MAXDTQ.

(6b) Primary Receipt Point (s)  
 58646 West Texas Pool (04/01/2023 through 10/31/2031)

Negotiated Alternate Receipt Points: All receipt points in the East of Thoreau area existing at the date of execution of this Service Agreement.

(6c) Primary Delivery Point (s)  
 8042 PEPL Hansford Cactus (06/01/2023 through 10/31/2023)  
 (06/01/2024 through 10/31/2024)  
 (06/01/2025 through 10/31/2025)  
 (06/01/2026 through 10/31/2026)  
 (06/01/2027 through 10/31/2027)  
 (06/01/2028 through 10/31/2028)  
 (06/01/2029 through 10/31/2029)  
 (06/01/2030 through 10/31/2030)  
 (06/01/2031 through 10/31/2031)  
 10594 Southern Star-Canadian River (06/01/2023 through 09/30/2023)  
 (06/01/2024 through 09/30/2024)  
 (06/01/2025 through 09/30/2025)  
 (06/01/2026 through 09/30/2026)  
 (06/01/2027 through 09/30/2027)  
 (06/01/2028 through 09/30/2028)  
 (06/01/2029 through 09/30/2029)  
 (06/01/2030 through 09/30/2030)  
 (06/01/2031 through 09/30/2031)

Negotiated Alternate Delivery Points: All delivery points in the East of Thoreau area existing at the date of execution of this Service Agreement.

(6d) From 04/01/2023 through 10/31/2031.

(6c) 0 Dth/d 04/01/2023 through 05/31/2023  
 30,490 Dth/d 06/01/2023 through 06/30/2023  
 29,490 Dth/d 07/01/2023 through 08/31/2023  
 34,490 Dth/d 09/01/2023 through 09/30/2023  
 17,150 Dth/d 10/01/2023 through 10/31/2023  
 0 Dth/d 11/01/2023 through 12/31/2023  
 0 Dth/d 01/01/2024 through 05/31/2024  
 30,490 Dth/d 06/01/2024 through 06/30/2024  
 29,490 Dth/d 07/01/2024 through 08/31/2024  
 34,490 Dth/d 09/01/2024 through 09/30/2024  
 17,150 Dth/d 10/01/2024 through 10/31/2024

0 Dth/d	11/01/2024	through	12/31/2024
0 Dth/d	01/01/2025	through	05/31/2025
30,490 Dth/d	06/01/2025	through	06/30/2025
29,490 Dth/d	07/01/2025	through	08/31/2025
34,490 Dth/d	09/01/2025	through	09/30/2025
17,150 Dth/d	10/01/2025	through	10/31/2025
0 Dth/d	11/01/2025	through	12/31/2025
0 Dth/d	01/01/2026	through	05/31/2026
30,490 Dth/d	06/01/2026	through	06/30/2026
29,490 Dth/d	07/01/2026	through	08/31/2026
34,490 Dth/d	09/01/2026	through	09/30/2026
17,150 Dth/d	10/01/2026	through	10/31/2026
0 Dth/d	11/01/2026	through	12/31/2026
0 Dth/d	01/01/2027	through	05/31/2027
30,490 Dth/d	06/01/2027	through	06/30/2027
29,490 Dth/d	07/01/2027	through	08/31/2027
34,490 Dth/d	09/01/2027	through	09/30/2027
17,150 Dth/d	10/01/2027	through	10/31/2027
0 Dth/d	11/01/2027	through	12/31/2027
0 Dth/d	01/01/2028	through	05/31/2028
30,490 Dth/d	06/01/2028	through	06/30/2028
29,490 Dth/d	07/01/2028	through	08/31/2028
34,490 Dth/d	09/01/2028	through	09/30/2028
17,150 Dth/d	10/01/2028	through	10/31/2028
0 Dth/d	11/01/2028	through	12/31/2028
0 Dth/d	01/01/2029	through	05/31/2029
30,490 Dth/d	06/01/2029	through	06/30/2029
29,490 Dth/d	07/01/2029	through	08/31/2029
34,490 Dth/d	09/01/2029	through	09/30/2029
17,150 Dth/d	10/01/2029	through	10/31/2029
0 Dth/d	11/01/2029	through	12/31/2029
0 Dth/d	01/01/2030	through	05/31/2030
30,490 Dth/d	06/01/2030	through	06/30/2030
29,490 Dth/d	07/01/2030	through	08/31/2030
34,490 Dth/d	09/01/2030	through	09/30/2030
17,150 Dth/d	10/01/2030	through	10/31/2030
0 Dth/d	11/01/2030	through	12/31/2030
0 Dth/d	01/01/2031	through	05/31/2031
30,490 Dth/d	06/01/2031	through	06/30/2031
29,490 Dth/d	07/01/2031	through	08/31/2031
34,490 Dth/d	09/01/2031	through	09/30/2031
17,150 Dth/d	10/01/2031	through	10/31/2031

(7a) Fixed Negotiated Base Reservation Rate is \$0.3500/Dth of MAXDTQ.

(7b) Primary Receipt Point (s)  
       58649 Central Pool (04/01/2023 through 03/31/2033)  
       58646 West Texas Pool (04/01/2023 through 03/31/2033)

Negotiated Alternate Receipt Points: All receipt points in the East of Thoreau area existing at the date of execution of this Service Agreement.

(7c) Primary Delivery Point(s)  
       28786 Adobe Owens Corning (04/01/2023 through 03/31/2033)

Negotiated Alternate Delivery Points: All receipt points in the East of Thoreau area existing at the date of execution of this Service Agreement.

(7d) From 04/01/2023 through 03/31/2033.

(7e) 6,000 Dth/d 04/01/2023 through 03/31/2033

(8a) Fixed Negotiated Base Reservation Rate is \$0.3500/Dth of MAXDTQ.

(8b) Primary Receipt Point(s)  
       58647 Panhandle Pool (05/01/2023 through 03/31/2024)

Negotiated Alternate Receipt Points: All receipt points in the East of Thoreau area existing at the date of execution of this Service Agreement.

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- (8c) Primary Delivery Point(s)  
56709 Thoreau/San Juan Area Boundary (05/01/2023 through 03/31/2024)
- Negotiated Alternate Delivery Points: All delivery points in the East of Thoreau area existing at the date of execution of this Service Agreement.
- (8d) From 05/01/2023 through 03/31/2024.
- (8e) 22,750 Dth/d 05/01/2023 through 05/31/2023  
53,240 Dth/d 06/01/2023 through 06/30/2023  
52,240 Dth/d 07/01/2023 through 08/31/2023  
57,240 Dth/d 09/01/2023 through 09/30/2023  
39,900 Dth/d 10/01/2023 through 10/31/2023  
750 Dth/d 11/01/2023 through 11/30/2023  
5,790 Dth/d 12/01/2023 through 12/31/2023  
6,110 Dth/d 01/01/2024 through 01/31/2024  
5,250 Dth/d 02/01/2024 through 02/29/2024  
250 Dth/d 03/01/2024 through 03/31/2024
- (9a) Fixed Negotiated Base Reservation Rate is \$0.4000/Dth of MAXDTQ.
- (9b) Primary Receipt Point(s)  
56498 Bloomfield Compressor (07/01/2023 through 10/31/2024)
- Negotiated Alternate Receipt Points: All receipt points in the San Juan Blanco area, San Juan North of Blanco area, and East of Thoreau area existing at the date of execution of this Service Agreement.
- (9c) Primary Delivery Point (s)  
10487 SoCal Needles (07/01/2023 through 10/31/2024)
- Negotiated Alternate Delivery Points: All delivery points in the East of Thoreau area and West of Thoreau-California area existing at the date of execution of this Service Agreement.
- (9d) From 07/01/2023 through 10/31/2024.
- (9e) 0 Dth/d 07/01/2023 through 10/31/2023  
75,000 Dth/d 11/01/2023 through 03/31/2024  
0 Dth/d 04/01/2024 through 10/31/2024
- (10a) Fixed Negotiated Base Reservation Rate is \$0.3900/Dth of MAXDTQ.
- (10b) Primary Receipt Point(s)  
56498 Bloomfield Compressor (07/01/2023 through 10/31/2024)  
58646 West Texas Pool (07/01/2023 through 10/31/2024)
- Negotiated Alternate Receipt Points: All receipt points in the San Juan Blanco area, San Juan North of Blanco area, and East of Thoreau area existing at the date of execution of this Service Agreement.
- (10c) Primary Delivery Point(s)  
10487 SoCal Needles (07/01/2023 through 10/31/2024)
- (10d) From 07/01/2023 through 10/31/2024.
- (10e) 154,340 Dth/d 07/01/2023 through 08/31/2023  
184,340 Dth/d 09/01/2023 through 09/30/2023  
225,000 Dth/d 10/01/2023 through 10/31/2023  
201,340 Dth/d 11/01/2023 through 03/31/2024  
225,000 Dth/d 04/01/2024 through 05/31/2024  
179,340 Dth/d 06/01/2024 through 06/30/2024  
154,340 Dth/d 07/01/2024 through 08/31/2024  
184,340 Dth/d 09/01/2024 through 09/30/2024  
225,000 Dth/d 10/01/2024 through 10/31/2024
- (11a) Fixed Negotiated Base Reservation Rate is \$0.3500/Dth of MAXDTQ.
- (11b) Primary Receipt Point(s)  
58646 West Texas Pool (08/01/2023 through 07/31/2028)

Negotiated Alternate Receipt Points: All receipt points in the East of Thoreau area existing at the date of execution of this Service Agreement.

- (11c) Primary Delivery Point(s):  
78477 Dairiconcepts - Roosevelt (08/01/2023 through 07/31/2028)

Negotiated Alternate Delivery Points: All delivery Points in the East of Thoreau area existing at the date of execution of this Service Agreement.

- (11d) From 08/01/2023 through 07/31/2028.  
(11e) 2,250 Dth/d 08/01/2023 through 07/31/2028  
(12a) Fixed Negotiated Base Reservation Rate is \$0.5700/Dth of MAXDTQ.  
(12b) Primary Receipt Point(s)  
100727 Lucid Roadrunner (11/01/2023 through 10/31/2033)

Negotiated Alternate Receipt Points: All receipt points in the East of Thoreau Area, San Juan - Blanco Area, Thoreau Point Area, San Juan - North of Blanco Area and West of Thoreau Area (not including points on the Phoenix Lateral) existing at the date of execution of this Service Agreement.

- (12c) Primary Delivery Points  
10487 Social Needles (11/01/2023 through 10/31/2033)  
56698 PG&E Topock (11/01/2023 through 10/31/2033)

Negotiated Alternate Delivery Points: All delivery points in the East of Thoreau Area, San Juan - Blanco Area, Thoreau Point Area, San Juan - North of Blanco Area and West of Thoreau Area (not including points on the Phoenix Lateral) area existing at the date of execution of this Service Agreement.

- (12d) From November 1, 2023 through October 31, 2033.  
(12e) 160,000 Dth/d 11/01/2023 through 10/31/2033  
(13a) Fixed Negotiated Base Reservation Rate is \$0.3000/Dth of MAXDTQ.  
(13b) Primary Receipt Point(s)  
58649 Central Pool (04/01/2024 through 03/31/2029)

Negotiated Alternate Receipt Points: All receipt points in the East of Thoreau Area and Thoreau existing at the date of execution of this Service Agreement.

- (13c) Primary Delivery Point(s)  
56709 Thoreau/San Juan Area Boundary (04/01/2024 through 03/31/2029)

Negotiated Alternate Delivery Points: All delivery points in the East of Thoreau Area and Thoreau existing at the date of execution of this Service Agreement.

- (13d) From April 1, 2024 through March 31, 2029.  
(13e) 50,000 Dth 04/01/2024 through 10/31/2024  
35,000 Dth 11/01/2024 through 11/30/2024  
45,000 Dth 12/01/2024 through 03/31/2025  
50,000 Dth 04/01/2025 through 10/31/2025  
35,000 Dth 11/01/2025 through 11/30/2025  
45,000 Dth 12/01/2025 through 03/31/2026  
50,000 Dth 04/01/2026 through 10/31/2026  
35,000 Dth 11/01/2026 through 11/30/2026  
45,000 Dth 12/01/2026 through 03/31/2027  
50,000 Dth 04/01/2027 through 10/31/2027  
35,000 Dth 11/01/2027 through 11/30/2027  
45,000 Dth 12/01/2027 through 03/31/2028  
50,000 Dth 04/01/2028 through 10/31/2028  
35,000 Dth 11/01/2028 through 11/30/2028  
45,000 Dth 12/01/2028 through 03/31/2029

- (14a) Fixed Negotiated Base Reservation Rate is \$.1800/Dth of MAXDTQ.

- 
- (14b) Primary Receipt Point(s)  
56709 Thoreau/San Juan Area Boundary (04/01/2024 through 03/31/2029)
- Negotiated Alternate Receipt Points: Any receipt point on Transporter's system may be used as an Alternate Receipt Point, subject to the terms and conditions of Rate Schedule FTS-1.
- (14c) Primary Delivery Point(s)  
10487 SoCal Needles (04/01/2024 through 03/31/2029)
- Negotiated Alternate Delivery Points: All delivery points in the West of Thoreau Area (not including the Phoenix Lateral) existing at the date of execution of this Service Agreement.
- (14d) From April 1, 2024 through October 31, 2029.
- (14e)
- |            |                               |
|------------|-------------------------------|
| 0 Dth      | 04/01/2024 through 10/31/2024 |
| 35,000 Dth | 11/01/2024 through 11/30/2024 |
| 19,000 Dth | 12/01/2024 through 12/31/2024 |
| 5,000 Dth  | 01/01/2025 through 01/31/2025 |
| 32,000 Dth | 02/01/2025 through 02/28/2025 |
| 43,000 Dth | 03/01/2025 through 03/31/2025 |
| 0 Dth      | 04/01/2025 through 10/31/2025 |
| 35,000 Dth | 11/01/2025 through 11/30/2025 |
| 19,000 Dth | 12/01/2025 through 12/31/2025 |
| 5,000 Dth  | 01/01/2026 through 01/31/2026 |
| 32,000 Dth | 02/01/2026 through 02/28/2026 |
| 43,000 Dth | 03/01/2026 through 03/31/2026 |
| 0 Dth      | 04/01/2026 through 10/31/2026 |
| 35,000 Dth | 11/01/2026 through 11/30/2026 |
| 19,000 Dth | 12/01/2026 through 12/31/2026 |
| 5,000 Dth  | 01/01/2027 through 01/31/2027 |
| 32,000 Dth | 02/01/2027 through 02/28/2027 |
| 43,000 Dth | 03/01/2027 through 03/31/2027 |
| 0 Dth      | 04/01/2027 through 10/31/2027 |
| 35,000 Dth | 11/01/2027 through 11/30/2027 |
| 19,000 Dth | 12/01/2027 through 12/31/2027 |
| 5,000 Dth  | 01/01/2028 through 01/31/2028 |
| 32,000 Dth | 02/01/2028 through 02/29/2028 |
| 43,000 Dth | 03/01/2028 through 03/31/2028 |
| 0 Dth      | 04/01/2028 through 10/31/2028 |
| 35,000 Dth | 11/01/2028 through 11/30/2028 |
| 19,000 Dth | 12/01/2028 through 12/31/2028 |
| 5,000 Dth  | 01/01/2029 through 01/31/2029 |
| 32,000 Dth | 02/01/2029 through 02/28/2029 |
| 43,000 Dth | 03/01/2029 through 03/31/2029 |
- (15a) Fixed Negotiated Base Reservation Rate is \$0.3000/Dth of MAXDTQ.
- (15b) Primary Receipt Point(s)  
500239 IACX Bitter Lakes (04/01/2025 through 10/31/2025)  
(04/01/2026 through 10/31/2026)  
(04/01/2027 through 10/31/2027)  
(04/01/2028 through 10/31/2028)
- Negotiated Alternate Receipt Points: All receipt points in the East of Thoreau area and Thoreau existing at the date of execution of this Service Agreement.
- (15c) Primary Delivery Point(s):  
56709 Thoreau/San Juan Area Boundary (04/01/2025 through 10/31/2025)  
(04/01/2026 through 10/31/2026)  
(04/01/2027 through 10/31/2027)  
(04/01/2028 through 10/31/2028)
- Negotiated Alternate Delivery Points: All delivery points in the East of Thoreau area and Thoreau existing at the date of execution of this Service Agreement.
- (15d) From November 1, 2024 through March 31, 2029.
- (15e)
- |            |                               |
|------------|-------------------------------|
| 0 Dth      | 11/01/2024 through 03/31/2025 |
| 12,500 Dth | 04/01/2025 through 10/31/2025 |

0 Dth	11/01/2025 through 03/31/2026
12,500 Dth	04/01/2026 through 10/31/2026
0 Dth	11/01/2026 through 03/31/2027
12,500 Dth	04/01/2027 through 10/31/2027
0 Dth	11/01/2027 through 03/31/2028
12,500 Dth	04/01/2028 through 10/31/2028
0 Dth	11/01/2028 through 03/31/2029

(16a) Fixed Negotiated Base Reservation Rate is \$0.3000/Dth of MAXDTQ.

(16b) Primary Receipt Point(s):

500239 IACX Bitter Lakes	(01/01/2025 through 02/28/2025)
	(03/01/2025 through 03/31/2025)
	(09/01/2025 through 10/31/2025)
	(01/01/2026 through 02/28/2026)
	(03/01/2026 through 03/31/2026)
	(09/01/2026 through 10/31/2026)
	(01/01/2027 through 02/28/2027)
	(03/01/2027 through 03/31/2027)
	(09/01/2027 through 10/31/2027)
	(01/01/2028 through 02/29/2028)
	(03/01/2028 through 03/31/2028)
	(09/01/2028 through 10/31/2028)
	(01/01/2029 through 02/28/2029)
	(03/01/2029 through 03/31/2029)

Negotiated Alternate Receipt Points: All receipt points in the East of Thoreau area and Thoreau existing at the date of execution of this Service Agreement.

(16c) Primary Delivery Point(s):

56709 Thoreau/San Juan Area Boundary	(01/01/2025 through 02/28/2025)
	(03/01/2025 through 03/31/2025)
	(09/01/2025 through 10/31/2025)
	(01/01/2026 through 02/28/2026)
	(03/01/2026 through 03/31/2026)
	(09/01/2026 through 10/31/2026)
	(01/01/2027 through 02/28/2027)
	(03/01/2027 through 03/31/2027)
	(09/01/2027 through 10/31/2027)
	(01/01/2028 through 02/29/2028)
	(03/01/2028 through 03/31/2028)
	(09/01/2028 through 10/31/2028)
	(01/01/2029 through 02/28/2029)
	(03/01/2029 through 03/31/2029)

Negotiated Alternate Delivery Points: All delivery points in the East of Thoreau area and Thoreau existing at the date of execution of this Service Agreement.

(16d) From November 1, 2024 through March 31, 2029.

(16e) 0 Dth	11/01/2024 through 12/31/2024
2,500 Dth	01/01/2025 through 02/28/2025
20,500 Dth	03/01/2025 through 03/31/2025
0 Dth	04/01/2025 through 08/31/2025
3,000 Dth	09/01/2025 through 10/31/2025
0 Dth	11/01/2025 through 12/31/2025
2,500 Dth	01/01/2026 through 02/28/2026
20,500 Dth	03/01/2026 through 03/31/2026
0 Dth	04/01/2026 through 08/31/2026
3,000 Dth	09/01/2026 through 10/31/2026
0 Dth	11/01/2026 through 12/31/2026
2,500 Dth	01/01/2027 through 02/28/2027
20,500 Dth	03/01/2027 through 03/31/2027
0 Dth	04/01/2027 through 08/31/2027
3,000 Dth	09/01/2027 through 10/31/2027
0 Dth	11/01/2027 through 12/31/2027
2,500 Dth	01/01/2028 through 02/29/2028
20,500 Dth	03/01/2028 through 03/31/2028
0 Dth	04/01/2028 through 08/31/2028



3,000 Dth	09/01/2028 through 10/31/2028
0 Dth	11/01/2028 through 12/31/2028
2,500 Dth	01/01/2029 through 02/28/2029
20,500 Dth	03/01/2029 through 03/31/2029

(17a) Fixed Negotiated Base Reservation Rate is \$0.4300/Dth of MAXDTQ.

Pursuant to Section 36.6 of the General Terms and Conditions of Transwestern's FERC Gas Tariff ("GT&Cs"), Transwestern shall provide reservation charge credits to Shipper as applicable under Section 36 of the GT&Cs for the Negotiated Term, including for any primary receipt and/or delivery point realignment amendments during the Negotiated Term that are consistent with the Negotiated Primary Receipt and Delivery Points and Negotiated Alternate Receipt and Delivery Points set forth in Footnotes (17b) and (17c), below.

(17b) Primary Receipt Point(s):

79028	Targa Rojo Banco	(06/01/2025 through 09/30/2025)
		(06/01/2026 through 09/30/2026)
		(06/01/2027 through 09/30/2027)
		(06/01/2028 through 09/30/2028)
		(06/01/2029 through 09/30/2029)
		(06/01/2030 through 09/30/2030)
		(06/01/2031 through 09/30/2031)
		(06/01/2032 through 09/30/2032)
		(06/01/2033 through 09/30/2033)
		(06/01/2034 through 09/30/2034)
56339	Dagger Draw	(06/01/2025 through 09/30/2025)
		(06/01/2026 through 09/30/2026)
		(06/01/2027 through 09/30/2027)
		(06/01/2028 through 09/30/2028)
		(06/01/2029 through 09/30/2029)
		(06/01/2030 through 09/30/2030)
		(06/01/2031 through 09/30/2031)
		(06/01/2032 through 09/30/2032)
		(06/01/2033 through 09/30/2033)
		(06/01/2034 through 09/30/2034)

Negotiated Alternate Receipt Points: All receipt points in the East of Thoreau area, San Juan Blanco area, San Juan North of Blanco area, and Thoreau area existing at the date of execution of this Service Agreement.

(17c) Primary Delivery Point(s):

56709	Thoreau/San Juan Area Boundary	(06/01/2025 through 09/30/2025)
		(06/01/2026 through 09/30/2026)
		(06/01/2027 through 09/30/2027)
		(06/01/2028 through 09/30/2028)
		(06/01/2029 through 09/30/2029)
		(06/01/2030 through 09/30/2030)
		(06/01/2031 through 09/30/2031)
		(06/01/2032 through 09/30/2032)
		(06/01/2033 through 09/30/2033)
		(06/01/2034 through 09/30/2034)

Negotiated Alternate Delivery Points: All delivery points in the East of Thoreau area, San Juan Blanco area, San Juan North of Blanco area and Thoreau area existing at the date of execution of this Service Agreement.

(17d) From 04/01/2025 through 03/31/2035. This Agreement is subject to the right of first refusal that may be exercised by Shipper on or before September 30, 2034, in accordance with Section 20 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

(17e)	0 Dth/d	04/01/2025 through 05/31/2025
	30,200 Dth/d	06/01/2025 through 06/30/2025
	31,200 Dth/d	07/01/2025 through 08/31/2025
	36,200 Dth/d	09/01/2025 through 09/30/2025
	0 Dth/d	10/01/2025 through 05/31/2026
	30,200 Dth/d	06/01/2026 through 06/30/2026
	31,200 Dth/d	07/01/2026 through 08/31/2026
	36,200 Dth/d	09/01/2026 through 09/30/2026
	0 Dth/d	10/01/2026 through 05/31/2027
	30,200 Dth/d	06/01/2027 through 06/30/2027

31,200 Dth/d	07/01/2027 through 08/31/2027
36,200 Dth/d	09/01/2027 through 09/30/2027
0 Dth/d	10/01/2027 through 05/31/2028
30,200 Dth/d	06/01/2028 through 06/30/2028
31,200 Dth/d	07/01/2028 through 08/31/2028
36,200 Dth/d	09/01/2028 through 09/30/2028
0 Dth/d	10/01/2028 through 05/31/2029
30,200 Dth/d	06/01/2029 through 06/30/2029
31,200 Dth/d	07/01/2029 through 08/31/2029
36,200 Dth/d	09/01/2029 through 09/30/2029
0 Dth/d	10/01/2029 through 05/31/2030
30,200 Dth/d	06/01/2030 through 06/30/2030
31,200 Dth/d	07/01/2030 through 08/31/2030
36,200 Dth/d	09/01/2030 through 09/30/2030
0 Dth/d	10/01/2030 through 05/31/2031
30,200 Dth/d	06/01/2031 through 06/30/2031
31,200 Dth/d	07/01/2031 through 08/31/2031
36,200 Dth/d	09/01/2031 through 09/30/2031
0 Dth/d	10/01/2031 through 05/31/2032
30,200 Dth/d	06/01/2032 through 06/30/2032
31,200 Dth/d	07/01/2032 through 08/31/2032
36,200 Dth/d	09/01/2032 through 09/30/2032
0 Dth/d	10/01/2032 through 05/31/2033
30,200 Dth/d	06/01/2033 through 06/30/2033
31,200 Dth/d	07/01/2033 through 08/31/2033
36,200 Dth/d	09/01/2033 through 09/30/2033
0 Dth/d	10/01/2033 through 05/31/2034
30,200 Dth/d	06/01/2034 through 06/30/2034
31,200 Dth/d	07/01/2034 through 08/31/2034
36,200 Dth/d	09/01/2034 through 09/30/2034
0 Dth/d	10/01/2034 through 03/31/2035

(18a) The Fixed Negotiated Base Reservation Rate is \$0.5700/Dth of MAXDTQ.

Pursuant to Section 36.6 of the General Terms and Conditions of Transporter's FERC Gas Tariff ("GT&Cs"), Transporter shall provide reservation charge credits to Shipper as applicable under Section 36 of the GT&Cs for the Negotiated Term, including for any primary receipt and/or delivery point realignment amendments during the Negotiated Term that are consistent with the Negotiated Primary Receipt and Delivery Points and Negotiated Alternate Receipt and Delivery Points set forth in Footnotes (18b) and (18c).

(18b) Primary Receipt Point(s):

79028 Targa Rojo Banco	(04/01/2025 through 03/31/2035)
56339 Dagger Draw	(04/01/2025 through 05/31/2025)
	(10/01/2025 through 05/31/2026)
	(10/01/2026 through 05/31/2027)
	(10/01/2027 through 05/31/2028)
	(10/01/2028 through 05/31/2029)
	(10/01/2029 through 05/31/2030)
	(10/01/2030 through 05/31/2031)
	(10/01/2031 through 05/31/2032)
	(10/01/2032 through 05/31/2033)
	(10/01/2033 through 05/31/2034)
	(10/01/2034 through 03/31/2035)

Negotiated Alternate Receipt Points: All receipt points in the East of Thoreau area, San Juan Blanco area, San Juan North of Blanco area, and Thoreau area existing at the date of execution of this Service Agreement.

(18c) Primary Delivery Point(s):

10487 Social Needles	(04/01/2025 through 03/31/2035)
56698 PG&E Topock	(04/01/2025 through 03/31/2035)

Negotiated Alternate Delivery Points: All delivery points in the East of Thoreau area, San Juan Blanco area, San Juan North of Blanco area, and Thoreau area existing at the date of execution of this Service Agreement.

(18d) From 04/01/2025 through 03/31/2035.

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(18e)	99,000 Dth/d	04/01/2025	through	05/31/2025
	68,800 Dth/d	06/01/2025	through	06/30/2025
	67,800 Dth/d	07/01/2025	through	08/31/2025
	62,800 Dth/d	09/01/2025	through	09/30/2025
	99,000 Dth/d	10/01/2025	through	11/30/2025
	42,500 Dth/d	12/01/2025	through	02/28/2026
	99,000 Dth/d	03/01/2026	through	05/31/2026
	68,800 Dth/d	06/01/2026	through	06/30/2026
	67,800 Dth/d	07/01/2026	through	08/31/2026
	62,800 Dth/d	09/01/2026	through	09/30/2026
	99,000 Dth/d	10/01/2026	through	11/30/2026
	42,500 Dth/d	12/01/2026	through	02/28/2027
	99,000 Dth/d	03/01/2027	through	05/31/2027
	68,800 Dth/d	06/01/2027	through	06/30/2027
	67,800 Dth/d	07/01/2027	through	08/31/2027
	62,800 Dth/d	09/01/2027	through	09/30/2027
	99,000 Dth/d	10/01/2027	through	11/30/2027
	42,500 Dth/d	12/01/2027	through	02/29/2028
	99,000 Dth/d	03/01/2028	through	05/31/2028
	68,800 Dth/d	06/01/2028	through	06/30/2028
	67,800 Dth/d	07/01/2028	through	08/31/2028
	62,800 Dth/d	09/01/2028	through	09/30/2028
	99,000 Dth/d	10/01/2028	through	11/30/2028
	42,500 Dth/d	12/01/2028	through	02/28/2029
	99,000 Dth/d	03/01/2029	through	05/31/2029
	68,800 Dth/d	06/01/2029	through	06/30/2029
	67,800 Dth/d	07/01/2029	through	08/31/2029
	62,800 Dth/d	09/01/2029	through	09/30/2029
	99,000 Dth/d	10/01/2029	through	11/30/2029
	42,500 Dth/d	12/01/2029	through	02/28/2030
	99,000 Dth/d	03/01/2030	through	05/31/2030
	68,800 Dth/d	06/01/2030	through	06/30/2030
	67,800 Dth/d	07/01/2030	through	08/31/2030
	62,800 Dth/d	09/01/2030	through	09/30/2030
	99,000 Dth/d	10/01/2030	through	11/30/2030
	42,500 Dth/d	12/01/2030	through	02/28/2031
	99,000 Dth/d	03/01/2031	through	05/31/2031
	68,800 Dth/d	06/01/2031	through	06/30/2031
	67,800 Dth/d	07/01/2031	through	08/31/2031
	62,800 Dth/d	09/01/2031	through	09/30/2031
	99,000 Dth/d	10/01/2031	through	11/30/2031
	42,500 Dth/d	12/01/2031	through	02/29/2032
	99,000 Dth/d	03/01/2032	through	05/31/2032
	68,800 Dth/d	06/01/2032	through	06/30/2032
	67,800 Dth/d	07/01/2032	through	08/31/2032
	62,800 Dth/d	09/01/2032	through	09/30/2032
	99,000 Dth/d	10/01/2032	through	11/30/2032
	42,500 Dth/d	12/01/2032	through	02/28/2033
	99,000 Dth/d	03/01/2033	through	05/31/2033
	68,800 Dth/d	06/01/2033	through	06/30/2033
	67,800 Dth/d	07/01/2033	through	08/31/2033
	62,800 Dth/d	09/01/2033	through	09/30/2033
	99,000 Dth/d	10/01/2033	through	11/30/2033
	42,500 Dth/d	12/01/2033	through	02/28/2034
	99,000 Dth/d	03/01/2034	through	05/31/2034
	68,800 Dth/d	06/01/2034	through	06/30/2034
	67,800 Dth/d	07/01/2034	through	08/31/2034
	62,800 Dth/d	09/01/2034	through	09/30/2034
	99,000 Dth/d	10/01/2034	through	11/30/2034
	42,500 Dth/d	12/01/2034	through	02/28/2035
	99,000 Dth/d	03/01/2035	through	03/31/2035

(19a) Fixed Negotiated Base Reservation Rate is \$0.4300/Dth of MAXDTQ.

(19b) Primary Receipt Point(s):  
       58649 Central Pool (04/01/2025 through 03/31/2030)

Negotiated Alternate Receipt Points: All receipt points in the San Juan Blanco area, San Juan North of Blanco area, East of Thoreau area, and Thoreau area existing at the date of execution of this Service Agreement.

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(19c) Primary Delivery Point(s):  
8042 PEPL Hansford Cactus

(04/01/2025 through 03/31/2030)

Negotiated Alternate Delivery Points: All delivery points in the East of Thoreau area, San Juan Blanco area, San Juan North of Blanco area, Thoreau area, and West of Thoreau (excluding the Phoenix Lateral) area existing at the date of execution of this Service Agreement.

(19d) From 04/01/2025 through 03/31/2030.

(19e) 40,000 Dth/d 04/01/2025 through 12/31/2025

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Statement of Non-Conforming Agreements

The contracts listed below have been accepted by the Federal Energy Regulation Commission as non-conforming agreements.

A. Non-Conforming Agreements

- (1) Southwest Gas Transmission Company Operator Balancing Agreement dated September 1, 2006; Contract No. 101444.
- (2) Arizona Public Service Company Operator Balancing Agreement dated January 15, 2008; Contract No. 102078.
- (3) Southwest Gas Corporation Operator Balancing Agreement dated January 15, 2008; Contract No. 102070.
- (4) UNS Gas Inc. Operator Balancing Agreement dated January 15, 2008; Contract No. 102071.
- (5) Salt River Project Agricultural Improvement and Power District Operator Balancing Agreement dated January 15, 2008; Contract No. 102080.
- (6) El Paso Natural Gas Company Operator Balancing Agreement dated February 20, 2009; Contract No. 102474.
- (7) Tucson Electric Power Company Firm Natural Gas Transportation Agreement dated January 14, 2014; Contract No. 103828.
- (8) Salt River Project Agricultural Improvement Firm Natural Gas Transportation Agreement dated June 1, 2020; Contract No. 104759
- (9) Southwest Gas Corporation Firm Natural Gas Transportation Agreement dated November 1, 2022; Contract No. 105325.

B. Non-Conforming Agreements with Negotiated Rates

- (1) Southwest Gas Corporation Firm Natural Gas Transportation Agreement dated January 15, 2008; Contract No. 102444.
- (2) Arizona Public Service Company Firm Natural Gas Transportation Agreement dated January 15, 2008; Contract No. 102446.
- (3) UNS Gas Inc. Firm Natural Gas Transportation Agreement dated January 15, 2008; Contract No. 102447.
- (4) Salt River Project Agricultural Improvement and Power District Firm Natural Gas Transportation Agreement dated January 15, 2008; Contract No. 102448.

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- (5) BP Energy Company Firm Natural Gas Transportation Agreement dated November 15, 2022; Contract 105562.

**Part V**  
**Transportation Rate Schedules**

1. Rate Schedule FTS-1
2. Rate Schedule FTS-2
3. Rate Schedule FTS-3
4. Reserved
5. Rate Schedule FTS-5
6. Rate Schedule LFT
7. Reserved
8. Rate Schedule ITS-1
9. Rate Schedule ITS-2
10. Rate Schedule PNR
11. Rate Schedule SP-1
12. Rate Schedule HPS

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RATE SCHEDULE FTS-1  
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is available for firm transportation service on a first-come, first-served basis by Transwestern Pipeline Company, LLC, (Transporter) for any Shipper:

- A. When Shipper has entered into an FTS-1 Service Agreement of the form contained in Transporter's Tariff, and
- B. Where capacity is available on Transporter's system for such firm transportation service.

2. APPLICABILITY AND CHARACTER OF SERVICE

Gas transported by Transporter for Shipper under this Rate Schedule shall be on a firm basis. Transporter shall be obligated on any day to receive from Shipper for transportation hereunder the quantity of gas made available by Shipper for transportation from Primary Receipt Points, provided, however, that such quantity shall not exceed the Maximum Daily Transportation Quantity (MAXDTQ) specified in the Service Agreement, exclusive of Transport Fuel. Transporter may, on a not unduly discriminatory basis, agree to varying levels in Shipper's MAXDTQ. Transporter may also receive from Shipper for transportation hereunder the quantity of gas made available by Shipper for transportation from Alternate Receipt Points, provided, however, that the sum of the quantity of gas made available by Transporter for transportation from Primary and Alternate Receipt Points shall not exceed the MAXDTQ specified in the Service Agreement. Transporter shall make available for delivery to Shipper at the Primary Delivery Point(s) specified in the Service Agreement, as may be amended upon mutual agreement from time to time, subject to the availability of capacity and any pending request for capacity, or at Alternate Delivery Points on an interruptible basis, the same quantities received as measured, less Transport Fuel, in accordance with Sections 4 and 22 of the General Terms and Conditions of this Tariff. Shipper shall deliver and receive on a uniform hourly basis, with operating variations to be kept to the minimum reasonably feasible, 1/24<sup>th</sup> of the scheduled quantity at each delivery point up to the MAXDTQ. In the event that 1) hourly measurement equipment is not installed, or 2) the installed hourly measuring equipment does not provide real-time measurement data to Transporter and/or the delivery point operator through Transporter's Customer Activities Website or other web based system, the quantities delivered to such delivery point shall be deemed to flow on a ratable 1/24<sup>th</sup> basis. Transporter may, on a not unduly discriminatory basis, agree to a minimum delivery pressure.

2.1 Term

The period of time to be covered by the Service Agreement shall be determined by agreement between the parties.



## 2.2 Authorized Overrun Gas

Transporter may, upon request of Shipper, receive, transport, and deliver on any day quantities of natural gas in excess of the MAXDTQ when, in Transporter's sole judgment, the delivery capacity of its system will permit such receipt, transportation, and delivery without impairing the ability of Transporter to meet its other delivery obligations.

## 2.3 Priority of Service

Transportation service rendered pursuant to this Rate Schedule shall be subject to the availability of capacity as reasonably determined by Transporter; provided, however, service under this Rate Schedule shall have priority over interruptible transportation services rendered by Transporter.

## 2.4 Impairment of Deliveries

In the event on any day Transporter is unable to receive, transport or deliver the total quantity scheduled of any Shipper receiving service under this Rate Schedule due to force majeure or any other operational considerations, to be reasonably determined by Transporter, then Transporter shall curtail service as set forth in Section 11.3 of the General Terms and Conditions of Transporter's Tariff.

# 3. RATE

The applicable rates for the purpose of computing charges under this Rate Schedule are set forth in the Currently Effective Rates of this Tariff and are incorporated herein. For all natural gas delivered to Shipper each month under this Rate Schedule, Shipper shall pay Transporter each month the sum of the applicable Reservation Charge, Usage Charge and Overrun Charge as set forth in Sections 3.1, 3.2, 3.3, 3.4 and 3.5.

3.1 (a) Reservation Charge: The applicable Reservation Charge (plus any applicable surcharges) multiplied by the MAXDTQ related to the Primary Receipt and Delivery Points as set forth in Shipper's currently effective applicable FTS-1 Service Agreement, times the number of days in the month.

(b) Additional Reservation Charge for Alternate Point(s)

(1) If a Shipper nominates and transports using Alternate Receipt Point(s) or Alternate Delivery Point(s) that are outside the Shipper's Primary Path, then Shipper will pay an additional Reservation Charge, not to exceed the maximum applicable tariff rate, as negotiated between Shipper and Transporter, applicable to such service outside the Primary Path. The additional Reservation Charge will apply on a daily basis for as long as any alternate point outside the Primary Path is utilized.

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- (2) If a Replacement Shipper nominates and transports using Alternate Receipt Point(s) or Alternate Delivery Point(s) that are outside the Primary Path but are within the rate zones comprising the Primary Path, any additional Reservation Charge shall not apply to the Replacement Shipper but shall apply to the initial Releasing Shipper in accordance with its Service Agreement and Section 3.1(b)(1). The additional Reservation Charge will apply on a daily basis for as long as such alternate point(s) is utilized.
- (3) If a Replacement Shipper nominates and transports using Alternate Receipt Point(s) or Alternate Delivery Point(s) that are outside the rate zones comprising the Primary Path or outside any other rate zone(s) that the Replacement Shipper is paying per the terms of the release between Releasing Shipper and Replacement Shipper, the Replacement Shipper shall pay an additional Reservation Charge at the maximum tariff rate for such zone, unless otherwise negotiated between Replacement Shipper and Transporter. Such additional Reservation Charge will apply on a daily basis for as long as the Replacement Shipper utilizes such Alternate Receipt Point(s) or Alternate Delivery Point(s) that are outside the rate zone(s) that the Replacement Shipper is paying.
- 3.2 Usage Charge: For transportation of natural gas on Transporter's system, the applicable Usage Charge for Rate Schedule FTS-1 shall be multiplied by the quantity of gas scheduled at the delivery points during the month. Except as provided for in Section 3.4, the Maximum Usage Charge shall include (1) Maximum Usage Charge, as applicable, and (2) all applicable surcharges. In addition, Shipper shall deliver, at the point of receipt under the FTS-1 Service Agreement, Transport Fuel, as set forth in the Currently Effective Rates of this Tariff. Deliveries by a Shipper to a Logical Point within a specific pooling area associated with a Supply Pooling Point shall not be assessed the Usage Charge and Transport Fuel to the extent that the Transportation Agreement under which the gas will be transported from the Supply Pooling Point utilizes the same area of Transporter's system as the Shipper transporting to the Logical Point and is assessed the applicable Usage Charge and Transport Fuel for such commonly utilized area.
- 3.3 Overrun Charge: On any day that gas scheduled for delivery to Shipper is in excess of the MAXDTQ, then the Usage Charge applicable to such excess quantities shall be the 100% load factor rate under the applicable Rate Schedule.
- 3.4 Discounted Rates: Transporter may from time to time and at any time at its sole discretion and expense, charge any individual Shipper for transportation service under Rate Schedule FTS-1, a Reservation Charge, a Usage Charge, or an Overrun Charge which is lower than the stated rates set forth in Shipper's FTS-1 Service Agreement or in the Currently Effective Rates; provided, however, that such rate charged may not be less than the applicable Minimum Rate set forth in the Currently Effective Rates for Rate Schedule FTS-1.

Transporter shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shipper(s) affected, the volume transported and any other information which may be required.

- 3.5 Negotiated Rates: Transporter and Shipper may mutually agree to rates for services that may be below the minimum rates or above the maximum rates set forth in the Currently Effective Rates for Rate Schedule FTS-1. For each Negotiated Rate transaction, Transporter shall file, at least one day prior to the commencement of service, tariff sections which include the Shipper, the rate or formula used to calculate the rate, the term, the volume, and the receipt and delivery points applicable to the service.

#### 4. CHANGES IN RATES

Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to this Rate Schedule, (b) this Rate Schedule, pursuant to which service hereunder is rendered; provided, however, that the firm character of service shall not be subject to change hereunder, and/or (c) any provisions of the General Terms and Conditions applicable to this Rate Schedule. Such changes may include, but shall not be limited to, changes in the Transport Fuel percentages set forth in the Currently Effective Rates. Such Transport Fuel percentages may be changed from time to time by Transporter to reflect changes in fuel requirements. Such changes may be implemented through a tariff filing. 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 Tariff as may be found necessary to assure that the provisions in (a), (b) or (c) above are just and reasonable.

#### 5. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this tariff are hereby incorporated into and made a part of this Rate Schedule.

FTS-2 RATE SCHEDULE  
Firm Transportation, No Notice Service

1. AVAILABILITY

Service under this Rate Schedule shall be available only to small volume (less than 3,000 dth/d) Shippers who are also one of the following: a) a right-of-way grantor or agricultural user who has the contractual right to request direct or indirect service from Transporter or who is, as of May 18, 1992, being served under a direct sales agreement; or b) a small general customer being served by Transporter on May 18, 1992 under Rate Schedule SG-1, SG-2, or RW-1, and who elects FTS-2 service on or before thirty (30) days after the later of: February 1, 1993 or the initial effective date of this Rate Schedule. Shipper must execute an FTS-2 Service Agreement in the form contained in this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

Gas transported by Transporter for Shipper under this Rate Schedule shall be on a firm basis. Transporter shall be obligated on any day to receive from Shipper, for transportation hereunder, the quantity of gas made available by Shipper for transportation from Primary Receipt Points, provided, however, that such quantity shall not exceed the Maximum Daily Transportation Quantity ("MAXDTQ") specified in the Service Agreement, exclusive of Transport Fuel. Transporter may, on a not unduly discriminatory basis, agree to varying levels in Shipper's MAXDTQ. Transporter may also receive from Shipper for transportation hereunder the quantity of gas made available by Shipper for transportation from Alternate Receipt Points, provided, however, that the sum of the quantity of gas made available by Transporter for transportation from Primary and Alternate Receipt Points shall not exceed the MAXDTQ specified in the Service Agreement. Transporter shall make available for delivery to Shipper at the Primary Delivery Point(s) specified in the Service Agreement, as may be amended upon mutual agreement from time to time, subject to the availability of capacity and any pending request for capacity, or at Alternate Delivery Points on an interruptible basis, the same quantities received as measured, less Transport Fuel, in accordance with Sections 4 and 22 of the General Terms and Conditions of this Tariff. Shipper shall deliver and receive on a uniform hourly basis, with operating variations to be kept to the minimum reasonably feasible, 1/24<sup>th</sup> of the scheduled quantity at each delivery point up to the MAXDTQ. In the event that 1) hourly measurement equipment is not installed, or 2) the installed hourly measuring equipment does not provide real-time measurement data to Transporter and/or the delivery point operator through Transporter's Customer Activities Website or other web based system, the quantities delivered to such delivery point shall be deemed to flow on a ratable 1/24th basis. Unless Shipper has exhausted its daily firm entitlement, the Shipper may not ship gas under Rate Schedule ITS-1 or as a Replacement Shipper under the Capacity Release Program set forth in this Tariff. Transporter may, on a not unduly discriminatory basis, agree to a minimum delivery pressure.

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2.1 Term

The period of time to be covered by the Service Agreement shall be determined by agreement between the parties.

2.2 Nominations and Scheduling of Receipts and Deliveries

Transporter shall schedule each Shipper's nominations in accordance with Section 22 of the General Terms and Conditions of this Tariff. The scheduling penalties provided for in Section 27 shall not, however, be applicable to service under this Rate Schedule.

2.3 Installation of Facilities

Transporter shall have no obligation, arising under this Rate Schedule, to modify its existing facilities or to construct new facilities in order to receive or deliver gas under this Rate Schedule. In the event that Transporter has an obligation under a right-of-way agreement to install facilities, such agreement shall control the modification or construction of any facilities.

2.4 Authorized Oerrun Gas

Transporter may, upon request of Shipper, receive, transport, and deliver on any day quantities of natural gas in excess of the MAXDTQ when, in Transporter's sole judgment, the delivery capacity of its system will permit such receipt, transportation, and delivery without impairing the ability of Transporter to meet its other delivery obligations.

2.5 Priority of Service

Transportation service rendered pursuant to this Rate Schedule shall be subject to the availability of capacity as reasonably determined by Transporter; provided, however, service under this Rates Schedule shall have priority over interruptible transportation services rendered by Transporter.

2.6 Impairment of Deliveries

In the event, on any day, Transporter is unable to receive, transport, or deliver the total quantity of gas scheduled for any Shipper receiving service under this Rate Schedule due to force majeure or any other operation considerations, to be reasonably determined by Transporter, the Transporter shall curtail service in accordance with the provisions of Section 11.3 of the General Terms and Conditions of this Tariff.

3. RATE

The applicable rates for computing charges under this Rate Schedule are set forth in the Currently Effective Rates of this Tariff and are incorporated herein. However, Transporter and

Shipper may mutually agree to a discounted rate below the maximum rate or a negotiated rate for services that may be below the minimum rates or above the maximum rates set forth in the Currently Effective Rates for Rate Schedule FTS-2. For service hereunder, Shipper shall pay Transporter each month the Usage Charge and the Overrun Charge, if applicable. The Usage Charge shall be calculated as: a) the Usage Charge set forth in the Currently Effective Rates of this Tariff, multiplied by b) the quantity of gas actually delivered during the month. Further, Shipper shall deliver, at the point of receipt under the FTS-2 Service Agreement, Transport Fuel, as set forth in the Currently Effective Rates of this Tariff. On any day that gas taken by Shipper at the delivery point exceeds the MAXDTQ, then the Overrun Charge applicable to such excess quantities shall be two times the applicable Usage Charge.

4. CHANGES IN RATES

Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to this Rate Schedule, (b) this Rate Schedule, pursuant to which service hereunder is rendered; provided, however, that the firm character of service shall not be subject to change hereunder, and/or (c) any provisions of the General Terms and Conditions applicable to this Rate Schedule. Such changes may include, but shall not be limited to, changes in the Transport Fuel percentages set forth in the Currently Effective Rates. Such Transport Fuel percentages may be changed from time to time by Transporter to reflect changes in fuel requirements. Such changes may be implemented through a tariff filing. 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 Tariff as may be found necessary to assure that the provisions in (a), (b) or (c) above are just and reasonable.

5. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff are hereby incorporated into and made a part of this Rate Schedule.

In the event of a conflict between the General Terms and Conditions and the provisions of this Rate Schedule FTS-2, the provisions of this Rate Schedule FTS-2 shall govern.

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RATE SCHEDULE FTS-3  
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is available for firm transportation service on a first-come, first-served basis by Transwestern Pipeline Company, LLC (Transporter) for any Shipper:

- A. When Shipper has entered into an FTS-3 Service Agreement of the form contained in Transporter's Tariff, and
- B. Where capacity is available on Transporter's system for such firm transportation service.

2. APPLICABILITY AND CHARACTER OF SERVICE

Gas transported by Transporter for Shipper under this Rate Schedule shall be on a firm basis. Transporter shall be obligated on any day to receive from Shipper for transportation hereunder the quantity of gas made available by Shipper for transportation from Primary Receipt Points, provided, however, that such quantity shall not exceed the Maximum Daily Transportation Quantity (MAXDTQ) specified in the Service Agreement, exclusive of Transport Fuel. Transporter may, on a not unduly discriminatory basis, agree to varying levels in Shipper's MAXDTQ. Transporter may also receive from Shipper for transportation hereunder the quantity of gas made available by Shipper for transportation from Alternate Receipt Points, provided, however, that the sum of the quantity of gas made available by Transporter for transportation from Primary and Alternate Receipt Points shall not exceed the MAXDTQ specified in the Service Agreement. Transporter shall make available for delivery to Shipper at the Primary Delivery Point(s) specified in the Service Agreement, as may be amended upon mutual agreement from time to time, subject to the availability of capacity and any pending request for capacity, or at Alternate Delivery Points on an interruptible basis, the same quantities received as measured, less Transport Fuel, in accordance with Sections 4 and 22 of the General Terms and Conditions of this Tariff. Transporter may, on a not unduly discriminatory basis, agree to a minimum delivery pressure.

2.1 Term

The period of time to be covered by the Service Agreement shall be determined by agreement between the parties.

3. RATE

Section 3 of Rate Schedule FTS-1 is incorporated herein; provided, however, that the FTS-3 Rate, Rate Schedule or Service Agreement shall be substituted and apply where the FTS-1 Rate, Rate Schedule or Service Agreement are referenced.

4. MAXIMUM HOURLY DELIVERY QUANTITY

During no more than 16 hours of any gas day, Shipper shall have the right to schedule and receive gas at an hourly rate equal to no more than 6.25% of the scheduled quantity at its Primary Delivery Point(s); provided that the total quantity of gas scheduled and received by Shipper during such gas day shall in no event exceed the MAXDTQ.

5. INCORPORATION OF OTHER PROVISIONS BY REFERENCE

The following sections of Rate Schedule FTS-1 are incorporated herein: 2.2, 2.3, 2.4, 4 and 5, provided however that the FTS-3 Rate, Rate Schedule or Service Agreement shall be substituted and apply where the FTS-1 Rate, Rate Schedule or Service Agreement are referenced.



Reserved

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RATE SCHEDULE FTS-5  
Firm Transportation Service  
For Phoenix Expansion Project

1. AVAILABILITY

This Rate Schedule is available for firm transportation service on a first-come, first-served basis by Transwestern Pipeline Company, LLC (Transporter) for any Shipper:

- A. When Shipper has (i) entered into an FTS-5 Service Agreement prior to June 1, 2015 and has maintained continuous service under such FTS-5 Service Agreement thereafter, or (ii) entered into an FTS-5 Service Agreement as provided in Article VII, Section 3 of the Stipulation and Agreement of Settlement filed on June 22, 2015 in Docket No. RP15-23-000, et al., and has maintained continuous service under such FTS-5 Service Agreement thereafter, or (iii) entered into an FTS-5 Service Agreement as provided in Article VI, Section 4 of the Stipulation and Agreement of Settlement filed on April 5, 2023 in Docket Nos. RP22-1031-000, et al. and has maintained continuous service under such FTS-5 Service Agreement thereafter, and
- B. Where capacity is available on Transporter's system for such firm transportation service.

2. APPLICABILITY AND CHARACTER OF SERVICE

Gas transported by Transporter for Shipper under this Rate Schedule shall be on a firm basis. Transporter shall be obligated on any day to receive from Shipper for transportation hereunder the quantity of gas made available by Shipper for transportation from Primary Receipt Points, provided, however, that such quantity shall not exceed the Maximum Daily Transportation Quantity (MAXDTQ) specified in the Service Agreement, exclusive of Transport Fuel. Transporter may, on a not unduly discriminatory basis, agree to varying levels in Shipper's MAXDTQ. Transporter may also receive from Shipper for transportation hereunder the quantity of gas made available by Shipper for transportation from Alternate Receipt Points, provided, however, that the sum of the quantity of gas made available by Transporter for transportation from Primary and Alternate Receipt Points shall not exceed the MAXDTQ specified in the Service Agreement. Transporter shall make available for delivery to Shipper at the Primary Delivery Point(s) specified in the Service Agreement, as may be amended upon mutual agreement from time to time, subject to the availability of capacity and any pending request for capacity, or at Alternate Delivery Points on an interruptible basis, the same quantities received as measured, less Transport Fuel, in accordance with Sections 4 and 22 of the General Terms and Conditions of this Tariff. Transporter may, on a not unduly discriminatory basis, agree to a minimum delivery pressure.

2.1 Term

The period of time to be covered by the Service Agreement shall be determined by agreement between the parties.

3. RATE

Section 3 of Rate Schedule FTS-1 is incorporated herein; provided, however, that the FTS-5 Rate, Rate Schedule or Service Agreement shall be substituted and apply where the FTS-1 Rate, Rate Schedule or Service Agreement are referenced and the ITS-2 Rate Schedule shall be substituted and apply where the ITS-1 Rate Schedule is referenced.

4. MAXIMUM HOURLY DELIVERY QUANTITY

During no more than 16 hours of any gas day, Shipper shall have the right to schedule and receive gas at an hourly rate equal to no more than 6.25% of the MAXDTQ at its Primary Delivery Point(s) located in the Phoenix Area, as defined in Section 28 of the General Terms and Conditions; provided that the total quantity of gas scheduled and received by Shipper during such gas day shall in no event exceed the MAXDTQ. Shipper may schedule and receive gas at Primary Delivery Points located outside the Phoenix Area on a uniform hourly basis not to exceed 1/24<sup>th</sup> of the scheduled quantity for the gas day.

5. INCORPORATION OF OTHER PROVISIONS BY REFERENCE

The following sections of Rate Schedule FTS-1 are incorporated herein: 2.2, 2.3, 2.4, 4 and 5, provided however that the FTS-5 Rate, Rate Schedule or Service Agreement shall be substituted and apply where the FTS-1 Rate, Rate Schedule or Service Agreement are referenced.

RATE SCHEDULE LFT  
Limited Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is available for firm transportation service on a first-come, first-served basis by Transwestern Pipeline Company, LLC, (Transporter) for any Shipper:

- A. When Shipper has entered into an LFT Service Agreement of the form contained in Transporter's Tariff, and
- B. Where capacity is available on Transporter's system for such firm transportation service.

2. APPLICABILITY AND CHARACTER OF SERVICE

Capacity posted as available for LFT Service shall be firm capacity that has not been previously subscribed. Gas transported by Transporter for Shipper under this Rate Schedule shall be on a firm basis subject to Transporter's right not to schedule service in whole or in part on any day (a "Limited Day"), but not more than a maximum number of Limited Days (not to exceed ten (10)) per month agreed upon by Transporter and Shipper in the LFT Service Agreement ("Maximum Number of Limited Days"). Transporter shall be obligated on any day that is not a Limited Day to receive from Shipper for transportation hereunder the quantity of gas made available by Shipper for transportation from Primary Receipt Points, provided, however, that such quantity shall not exceed the Maximum Daily Transportation Quantity (MAXDTQ) specified in the Service Agreement, exclusive of Transport Fuel. Transporter may, on a not unduly discriminatory basis, agree to varying levels in Shipper's MAXDTQ. Transporter may also receive from Shipper for transportation hereunder the quantity of gas made available by Shipper for transportation from Alternate Receipt Points, provided, however, that the sum of the quantity of gas made available by Transporter for transportation from Primary and Alternate Receipt Points shall not exceed the MAXDTQ specified in the Service Agreement. Transporter shall make available for delivery to Shipper at the Primary Delivery Point(s) specified in the Service Agreement, as may be amended upon mutual agreement from time to time, subject to the availability of capacity and any pending request for capacity, or at Alternate Delivery Points on an interruptible basis, the same quantities received as measured, less Transport Fuel, in accordance with Sections 4 and 22 of the General Terms and Conditions of this Tariff. Shipper shall deliver and receive on a uniform hourly basis, with operating variations to be kept to the minimum reasonably feasible, 1/24<sup>th</sup> of the scheduled quantity at each delivery point up to the MAXDTQ. In the event that 1) hourly measurement equipment is not installed, or 2) the installed hourly measuring equipment does not provide real-time measurement data to Transporter and/or the delivery point operator through Transporter's Customer Activities Website or other web based system, the quantities delivered to such delivery point shall be deemed to flow on a ratable 1/24th basis. Transporter may, on a not unduly discriminatory basis, agree to a minimum delivery pressure.

2.1 Term

The period of time to be covered by the Service Agreement shall be determined by agreement between the parties.

2.2 Posting of Available Capacity

LFT capacity available for up to a one-month term will be posted on Transporter's Internet Website for a minimum of one (1) day prior to awarding such capacity; LFT capacity available for more than a one month term will be posted on Transporter's Internet Website for a minimum of two (2) days.

3. RATE

The applicable rates for the purpose of computing charges under this Rate Schedule are set forth in the Currently Effective Rates of this Tariff and are incorporated herein. For all natural gas delivered to Shipper each month under this Rate Schedule, Shipper shall pay Transporter each month the sum of the applicable Reservation Charge, Usage Charge and Overrun Charge as set forth in Sections 3.1, 3.2, 3.3, 3.4 and 3.5.

3.1 (a) Reservation Charge: The applicable Reservation Charge (plus any applicable surcharges) multiplied by the MAXDTQ related to the Primary Receipt and Delivery Points as set forth in Shipper's currently effective applicable LFT Service Agreement, times the difference between the number of days in the month and the number of Limited Days. Additionally, for each Limited Day on which any quantity of gas is transported, the Reservation Charge shall be the applicable Reservation Charge (plus any applicable surcharges) multiplied by the quantity of gas actually transported.

(b) Additional Reservation Charge for Alternate Point(s)

- (1) If a Shipper nominates and transports using Alternate Receipt Point(s) or Alternate Delivery Point(s) that are outside the Shipper's Primary Path, then Shipper will pay an additional Reservation Charge, not to exceed the maximum applicable tariff rate, as negotiated between Shipper and Transporter, applicable to such service outside the Primary Path. The additional Reservation Charge will apply on a daily basis for as long as any alternate point outside the Primary Path is utilized.
- (2) If a Replacement Shipper nominates and transports using Alternate Receipt Point(s) or Alternate Delivery Point(s) that are outside the Primary Path but are within the rate zones comprising the Primary Path, any additional Reservation Charge shall not apply to the Replacement Shipper but shall apply to the initial Releasing Shipper in accordance with its Service Agreement and Section 3.1(b)(1). The additional Reservation Charge will apply on a daily basis for as long as such alternate point(s) is utilized.

- (3) If a Replacement Shipper nominates and transports using Alternate Receipt Point(s) or Alternate Delivery Point(s) that are outside the rate zones comprising the Primary Path or outside any other rate zone(s) that the Replacement Shipper is paying per the terms of the release between Releasing Shipper and Replacement Shipper, the Replacement Shipper shall pay an additional Reservation Charge at the maximum tariff rate for such zone, unless otherwise negotiated between Replacement Shipper and Transporter. Such additional Reservation Charge will apply on a daily basis for as long as the Replacement Shipper utilizes such Alternate Receipt Point(s) or Alternate Delivery Point(s) that are outside the rate zone(s) that the Replacement Shipper is paying.
- 3.2 Usage Charge: For transportation of natural gas on Transporter's system, the applicable Usage Charge for Rate Schedule LFT shall be multiplied by the quantity of gas scheduled at the delivery points during the month. Except as provided for in Section 3.4, the Maximum Usage Charge shall include (1) Maximum Usage Charge, as applicable, and (2) all applicable surcharges. In addition, Shipper shall deliver, at the point of receipt under the LFT Service Agreement, Transport Fuel, as set forth in the Currently Effective Rates of this Tariff.
- 3.3 Overrun Charge: On any day that gas scheduled for delivery to Shipper is in excess of the MAXDTQ, then the Usage Charge applicable to such excess quantities shall be the Maximum Usage Charge set forth in the Currently Effective Rates for Rate Schedule ITS-1.
- 3.4 Discounted Rates: Transporter may from time to time and at any time at its sole discretion and expense, charge any individual Shipper for transportation service under Rate Schedule LFT, a Reservation Charge, a Usage Charge, or an Overrun Charge which is lower than the stated rates set forth in Shipper's LFT Service Agreement or in the Currently Effective Rates; provided, however, that such rate charged may not be less than the applicable Minimum Rate set forth in the Currently Effective Rates for Rate Schedule LFT.
- Transporter shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shipper(s) affected, the volume transported and any other information which may be required.
- 3.5 Negotiated Rates: Transporter and Shipper may mutually agree to rates for services that may be below the minimum rates or above the maximum rates set forth in the Currently Effective Rates for Rate Schedule LFT. For each Negotiated Rate transaction, Transporter shall file, at least one day prior to the commencement of service, tariff sections which include the Shipper, the rate or formula used to calculate the rate, the term, the volume, and the receipt and delivery points applicable to the service.

4. NOMINATION AND SCHEDULING OF RECEIPTS AND DELIVERIES

Transporter shall schedule each Shipper's nominations in accordance with Section 22 of the General Terms and Conditions of this Tariff.

Prior to the required timely nomination deadline, Transporter will notify Shippers twenty six (26) hours prior to a Limited Day by e-mail and by posting on Transporter's Internet Website if a gas day will be a Limited Day under this Rate Schedule.

Deliveries of gas to Transporter for transportation hereunder shall be made at points on Transporter's pipeline system at a pressure sufficient to enter the pipeline system, and deliveries of gas from Transporter for Shipper shall be made at points on Transporter's pipeline system as scheduled under Shipper's Service Agreement.

5. INCORPORATION OF OTHER PROVISIONS BY REFERENCE

The following sections of Rate Schedule FTS-1 are incorporated herein: 2.2, 2.3, 4 and 5.

Reserved



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RATE SCHEDULE ITS-1  
Interruptible Transportation Service

1. AVAILABILITY

This Rate Schedule is available for transportation service by Transwestern Pipeline Company, LLC, (Transporter) for any Shipper, where Shipper has entered into an ITS-1 Service Agreement of the form contained in Transporter's Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

Gas transported by Transporter for Shipper under this Rate Schedule shall be on an interruptible basis. When capacity is available on Transporter's system, Transporter shall receive for transportation hereunder the quantity of gas made available by Shipper or for the account of Shipper for transportation, provided, however, that such quantity shall not exceed the lesser of (1) the Maximum Daily Transportation Quantity (MAXDTQ) specified in the Service Agreement, exclusive of Transport Fuel, or (2) the system capacity quantity available to Shipper as provided in Section 2.3 of this ITS-1 Rate Schedule. Transporter shall make available for delivery to Shipper at the delivery points as specified in the Service Agreement, subject to available capacity, the same quantities received as measured, less Transport Fuel, in accordance with Sections 4 and 22 of the General Terms and Conditions of this Tariff. Shipper shall deliver and receive on a uniform hourly basis, with operating variations to be kept to the minimum reasonably feasible, 1/24<sup>th</sup> of the scheduled quantity at each delivery point. In the event that 1) hourly measurement equipment is not installed, or 2) the installed hourly measuring equipment does not provide real-time measurement data to Transporter and/or the delivery point operator through Transporter's Customer Activities Website or other web based system, the quantities delivered to such delivery point shall be deemed to flow on a ratable 1/24th basis.

2.1 Term

The period of time to be covered by the Service Agreement shall be determined by agreement between the parties.

2.2 Authorized Overrun Gas

Transporter may, upon request of Shipper, receive, transport and deliver on any day quantities of natural gas in excess of the MAXDTQ when, in Transporter's sole judgment, the delivery capacity of its system will permit such receipt, transportation, and delivery without impairing the ability of Transporter to meet its other delivery obligations.

2.3 Priority of Service

Transporter's transportation services under this ITS-1 Rate Schedule are to be performed on an interruptible basis and such services may be interrupted in accordance

with the provisions of this Rate Schedule in whole or in part by Transporter, without notice to Shipper, at any time. Shipper will protect, defend and indemnify Transporter from and against any and all losses, damages, or expenses of every kind and character that Shipper or Transporter may suffer, sustain, or be liable for as a result of any interruption of a service or services commenced in accordance with this Rate Schedule where such interruption was not caused by Transporter's own wrongful conduct.

2.4 Impairment of Deliveries

If, on any day, Transporter is unable to receive, transport or deliver the total quantity scheduled for any Shipper served under this Rate Schedule, due to force majeure or any other operational considerations to be reasonably determined by Transporter, then the system capacity which is available for interruptible transportation service hereunder shall be curtailed in accordance with Section 11.3 of the General Terms and Conditions of this Tariff.

3. RATE

- 3.1 Usage Charge: For transportation of natural gas on Transporter's system, the charge for service under this Rate Schedule shall be the applicable Usage Charge for Rate Schedule ITS-1 multiplied by the quantity of gas scheduled at the delivery points during the month. The Maximum Usage Charge shall include (1) Maximum Usage Charge, as applicable, and (2) all applicable surcharges, as set forth in the Currently Effective Rates of this Tariff. In addition, Shipper shall deliver at the point of receipt under the ITS-1 Service Agreement, Transport Fuel, as set forth in the Currently Effective Rates of this Tariff.
- 3.2 Transporter may, from time to time and at any time at its sole discretion, charge any individual Shipper for transportation service under Rate Schedule ITS-1 a Usage Charge which is lower than the applicable Maximum Usage Charge set forth in the Currently Effective Rates, provided, however, that such rate charged may not be less than the applicable Minimum Rate set forth in the Currently Effective Rates for Rate Schedule ITS-1.
- 3.3 Transporter shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shipper(s) affected, the volume transported and any other information which may be required.
- 3.4 Negotiated Rates: Transporter and Shipper may mutually agree to rates for services that may be below the minimum rates or above the maximum rates set forth in the Currently Effective Rates for Rate Schedule ITS-1. For each Negotiated Rate transaction, Transporter shall file, at least one day prior to the commencement of service, tariff sections which include the Shipper, the rate or formula used to calculate the rate, the term, the volume, and the receipt and delivery points applicable to the service.

4. CHANGE IN RATES

Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to this Rate Schedule, (b) this Rate Schedule, pursuant to which service hereunder is rendered; provided, however, that the interruptible character of service shall not be subject to change hereunder, and/or (c) any provisions of the General Terms and Conditions applicable to this Rate Schedule. Such changes may include, but shall not be limited to, changes in the Transport Fuel percentages set forth in the Currently Effective Rates. Such Transport Fuel percentages may be changed from time to time by Transporter to reflect changes in fuel requirements. Such changes may be implemented through a tariff filing. 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 Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

5. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff are hereby incorporated into and made a part of this Rate Schedule.

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RATE SCHEDULE ITS-2  
Interruptible Transportation Service

1. AVAILABILITY

This Rate Schedule is available for transportation service by Transwestern Pipeline Company, LLC, (Transporter) for any Shipper, where Shipper has entered into an ITS-2 Service Agreement of the form contained in Transporter's Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

Gas transported by Transporter for Shipper under this Rate Schedule shall be on an interruptible basis. When capacity is available on Transporter's system, Transporter shall receive for transportation hereunder the quantity of gas made available by Shipper or for the account of Shipper for transportation, provided, however, that such quantity shall not exceed the lesser of (1) the Maximum Daily Transportation Quantity (MAXDTQ) specified in the Service Agreement, exclusive of Transport Fuel, or (2) the system capacity quantity available to Shipper as provided in Section 2.3 of Rate Schedule ITS-1. Transporter shall make available for delivery to Shipper at the delivery points as specified in the Service Agreement, subject to available capacity, the same quantities received as measured, less Transport Fuel, in accordance with Sections 4 and 22 of the General Terms and Conditions of this Tariff.

2.1 Term

The period of time to be covered by the Service Agreement shall be determined by agreement between the parties.

3. RATE

Section 3 of Rate Schedule ITS-1 is incorporated herein; provided, however, that the ITS-2 Rate, Rate Schedule or Service Agreement shall be substituted and apply where the ITS-1 Rate, Rate Schedule or Service Agreement are referenced.

4. MAXIMUM HOURLY DELIVERY QUANTITY

During no more than 16 hours of any gas day, Shipper shall have the right to schedule and receive gas at an hourly rate equal to no more than 6.25% of the scheduled quantity at its Primary Delivery Point(s); provided that the total quantity of gas scheduled and received by Shipper during such gas day shall in no event exceed the MAXDTQ.

5. INCORPORATION OF OTHER PROVISIONS BY REFERENCE

The following sections of Rate Schedule ITS-1 are incorporated herein: 2.2, 2.3, 2.4, 4 and 5; provided, however, that the ITS-2 Rate, Rate Schedule or Service Agreement shall be substituted and apply where the ITS-1 Rate, Rate Schedule or Service Agreement are referenced.

RATE SCHEDULE PNR  
Park 'N Ride Service

1. AVAILABILITY

- 1.1 This Rate Schedule is available for interruptible Park 'N Ride Service (PNR Service) on a non discriminatory basis: (1) subject to Transporter's flexibility to provide the service; and (2) at the sole discretion of Transwestern Pipeline Company, LLC, (hereinafter referred to as "Transporter") to any company or any other party (hereinafter referred to as "Shipper") on Transporter's system when Shipper and Transporter have executed a PNR Service Agreement in the form contained in Transporter's Tariff.
- 1.2 Transporter shall not be required to provide service under this Rate Schedule that would require Transporter to construct or acquire any new facilities or would prevent Transporter from providing any other firm or interruptible service.
- 1.3 Transporter may contract for Market Center services on Pacific Gas & Electric Company for use in providing PNR service. The cost incurred for acquisition of any such services shall be separately recorded in Account No. 824. Transwestern is at risk for recovery of the costs associated with such services.
- 1.4 Any Operator with an imbalance on its OBA may enter into a PNR Service Agreement pursuant to Section 26 of the General Terms and Conditions and may nominate such imbalance volumes to be transferred to its PNR Service Agreement. To the extent any quantities are transferred to a PNR Service Agreement, Operator shall be responsible for any applicable PNR charges.
- 1.5 Any Shipper with a shipper imbalance may enter into a PNR Service Agreement pursuant to Section 26 of the General Terms and Conditions and may nominate such imbalance volumes to be transferred to its PNR Service Agreement. To the extent any quantities are transferred to a PNR Service Agreement, shipper shall be responsible for any applicable PNR charges.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Service under this Rate Schedule shall be provided on an interruptible basis as follows:

A. Parking Service.

Parking service is an interruptible service which provides for: (a) the receipt by Transporter of gas quantities that have been delivered by Shipper to the mutually agreed upon Parking Point(s) chosen from the catalog of Park 'N Ride points; (b) Transporter holding the parked gas quantities at such Parking Point(s); and (c) the return of the gas quantities to the Shipper at such Parking Point(s), subject to Section 5 of this Rate Schedule. Subject to Section 1.1 of this

Rate Schedule, Transporter shall park quantities of gas for the Shipper up to the maximum total parked quantity as specified in the executed PNR Service Agreement.

B. Riding Service.

Riding service is an interruptible service which provides for: (a) the receipt of gas quantities by Shipper from Transporter at any of the mutually agreed upon Riding Point(s) chosen from the catalog of Park 'N Ride points; and (b) the subsequent return of the ridden gas quantities to the Transporter at such Riding Point(s), subject to Section 5 of this Rate Schedule. Subject to Section 1.1 of this Rate Schedule, Transporter shall make available for riding those quantities of gas up to the maximum total quantity specified in the executed PNR Service Agreement.

2.2 Service under this Rate Schedule shall be provided for a minimum of one (1) day and a maximum term as established by the mutual agreement of Shipper and Transporter. The term of each PNR arrangement shall be set forth in the executed PNR Service Agreement between Shipper and Transporter.

2.3 Transportation of gas quantities for or on behalf of the Shipper to or from the Parking Points or Riding Points will not be performed under this Rate Schedule.

2.4 Service under this Rate Schedule shall be scheduled and confirmed only after all other services offered by Transporter are scheduled and confirmed.

3. RATE

3.1 The maximum and minimum unit rates for service under this Rate Schedule are set forth in the Currently Effective Rates of Transporter's Tariff. Shipper shall pay the maximum rate for service under this Rate Schedule unless a lower rate has been agreed to. The charge for service under this Rate Schedule shall be the applicable daily Park 'N Ride charge multiplied by the quantity of gas parked or ridden multiplied by the number of days that the quantities are parked or ridden. Transporter shall have the unilateral right to change the rates for service under this Rate Schedule pursuant to Section 4 hereof.

3.2 Discounted Rates: Transporter may from time to time at its sole discretion charge any individual Shipper under this Rate Schedule a Park 'N Ride rate which is lower than the Maximum Rate set forth in the Currently Effective Rates, provided, however, that such rate charged may not be less than the Minimum Rate set forth in the Currently Effective Rates for Rate Schedule PNR.

3.3 Negotiated Rates: Transporter and Shipper may mutually agree to rates for services that may be above the maximum rates or below the minimum in the Currently Effective Rates for Rate Schedule PNR.

4. CHANGE IN RATES

Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to this Rate Schedule, (b) this Rate Schedule, pursuant to which service hereunder is rendered; provided, however, that the interruptible character of service shall not be subject to change hereunder, and/or (c) any provisions of the General Terms and Conditions applicable to this Rate Schedule. Such changes may be implemented through a tariff filing. 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 Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

5. PNR POINTS OF SERVICE

5.1 Transporter shall post, in a non-discriminatory manner, Parking Points and Riding Points of service on Transporter's Internet Website. Transporter may, at its sole discretion, post from time to time additions or deletions to the list of available points of service. If Transporter terminates a point where parked quantities are to be returned to a Shipper or ridden quantities are to be returned to Transporter, such point(s) shall remain available for the limited purpose of completing such outstanding transactions unless Shipper and Transporter mutually agree to utilize a different Parking Point or Riding Point.

5.2 In order to facilitate Park `N Ride Service under this Rate Schedule, Parking Points and Riding Points shall be assigned new PNR Point of Interest (POI) numbers. Each new PNR POI shall be associated with an existing POI located at the same physical point on Transporter's system as the new PNR POI. There shall be no transportation or transportation-related fees associated with the nomination of any gas quantities between the PNR POI and its associated existing POI.

6. NOTIFICATION FROM TRANSPORTER

7.1 Shipper may be required, upon notification from Transporter, to cease or reduce deliveries to, or receipts from, Transporter's Park `N Ride Service within the gas day consistent with Transporter's operating conditions. Further, Shipper may be required to return ridden quantities and/or remove parked quantities upon notification from Transporter. Such notification may be written communication, telecopy, telephone, e-mail, or posting on the Internet Website. Transporter's notification shall specify the time frame within which parked quantities shall be removed and/or ridden quantities shall be returned, consistent with Transporter's operating conditions, but in no event shall the specified time be sooner than the next calendar day after Transporter's notification. In the event that the specified time for removal or return of gas quantities is the next calendar day, the time of required removal or return shall begin from the time that Shipper receives actual notice from Transporter. Notices required after



business hours for the next calendar day will be provided to Shipper via telephone and Internet Website. In the event that Shipper makes a timely nomination in response to notification by Transporter to remove parked quantities and/or return ridden quantities, the obligation of Shipper to comply with the notification shall begin when Transporter schedules the nomination; provided, however, Shipper shall exercise best efforts to nominate transportation service on a firm or interruptible basis, as necessary, to receipt and delivery points made available by Transporter so as to accommodate, to the greatest extent possible, Transporter's notification to remove parked quantities and/or return ridden quantities.

- 7.2 In the event parked quantities remain in Transporter's system and/or ridden quantities have not been returned to Transporter's system at the expiration of any PNR arrangement between Shipper and Transporter, Transporter and Shipper shall mutually agree to an extended time frame and/or modified terms of such PNR arrangement. In the event that Shipper and Transporter are unable to come to such agreement, Transporter shall notify Shipper and Shipper shall remove the parked quantities and/or return the ridden quantities within the time frame specified in Transporter's notice, which in no instance shall be less than one (1) calendar day. Any parked quantity not removed within the time frame specified by Transporter's notice shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims. Any ridden quantities not returned within the time frame specified by Transporter's notice shall be sold to Shipper at 150% of the "PNR Index Price", as defined below, for the day on which Transporter's notice was given.

The PNR Index Price for any given day shall equal the daily price as reported in Gas Daily table entitled "DAILY PRICE SURVEY" for delivery into Transporter's mainline system from the "Transwestern, Permian Basin" and/or any other basin mutually agreed upon by Shipper and Transporter. (If a range of prices is given for any particular day, the midpoint of such range shall represent the day's price at a particular location.) If, for any reason, Gas Daily ceases to be available for a particular day, the PNR Index Price shall be calculated for the above described locations using any other generally accepted available industry publication chosen by Transporter.

8. OTHER CONDITIONS OF SERVICE

Transporter shall not be required to provide service under this Rate Schedule in the event that all facilities needed to render the requested service do not exist or are not in service at the time the request is made or the time service is commenced.

9. GENERAL TERMS AND CONDITIONS

The "General Terms and Conditions of this Tariff" are hereby incorporated into and made a part of this Rate Schedule.

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RATE SCHEDULE SP-1  
Supply Pooling Service

1. AVAILABILITY

This Rate Schedule is available for pooling of receipt volumes by Transwestern Pipeline Company, LLC, (Transporter) for any Shipper, when:

- A. Shipper has entered into an SP-1 Service Agreement in the form contained in Transporter's Tariff, and
- B. Shipper has gas available from various physical receipt points in a specific pooling area from which Shipper may pool such gas to a single Supply Pooling Point in order to facilitate the delivery of gas to other Shippers.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Shipper may pool gas on its SP-1 Service Agreement from physical receipt points within a specific pooling point area to the Supply Pooling Point for that pooling area, or from the pooling point to other Shipper(s) at the same pooling point. The Supply Pooling Point(s) will always be the delivery point(s) on the SP-1 Service Agreement.
- 2.2 Scheduled receipt gas will always equal scheduled delivery gas under an SP-1 Service Agreement. There will be no imbalances under SP-1 Service Agreements.
- 2.3 Service under this Rate Schedule shall be scheduled and confirmed in accordance with the nominations and scheduling provisions in the General Terms and Conditions of this Tariff.
- 2.4 The term of the Service Agreement shall be determined by agreement between the parties.

3. RATE

Shippers will not incur charges to move gas from the physical points to the Supply Pooling Point for the specific pooling area, nor for transfers within the specific Supply Pooling Point.

4. SUPPLY POOLING POINTS OF SERVICE

Transporter shall post a listing of physical receipt points associated with each Supply Pooling Point on Transporter's Internet Website. Transporter will post any additions or deletions to the list of available points of service.

5. ALLOCATION OF SERVICE

For purposes of allocating or curtailing service for volumes under this Rate Schedule, Transporter shall give service priority based upon the receipt and delivery priorities as determined by the actual transportation agreement under which the gas will be transported from the Supply Pooling Point on Transporter's system during the nomination cycle as stated in the General Terms and Conditions of this Tariff.

6. OTHER CONDITIONS OF SERVICE

Transporter shall not be required to provide service under this Rate Schedule in the event that all facilities needed to render the requested service do not exist or are not in service at the time the request is made or the time service is commenced.

7. GENERAL TERMS AND CONDITIONS

The "General Terms and Conditions" of this Tariff are hereby incorporated into and made a part of this Rate Schedule.

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RATE SCHEDULE HPS  
Hourly Peaking Service

1. AVAILABILITY

This Rate Schedule is available for interruptible hourly peaking service on a non-discriminatory basis by Transwestern Pipeline Company, LLC, (Transporter) for any delivery point operator at any delivery point where the delivery point operator has entered into an HPS Service Agreement in the form contained in Transporter's FERC Gas Tariff. For purposes of the General Terms and Conditions and the form of service agreement for Rate Schedule HPS of this Tariff, the delivery point operator under an executed Rate Schedule HPS service agreement shall be treated as a Shipper.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Pursuant to this Rate Schedule, Transporter may allow hourly deliveries in excess of the sum of the hourly flow rights under all transportation Service Agreements of Shippers with scheduled quantities to the subject delivery point.
- 2.2 To the extent Transporter is operationally able to provide such hourly peaking service without adversely impacting firm or higher priority interruptible services on its system, Transporter shall agree to and authorize such hourly deliveries at a quantity greater than the otherwise permissible hourly flow rate under the transportation Service Agreement(s) delivering gas to the subject delivery point.
- 2.3 Hourly peaking service hereunder shall not increase Shipper's MAXDTQ or total daily scheduled quantity, but shall provide for increased hourly flexibility in the delivery of total scheduled daily quantities.
- 2.4 Hourly peaking service hereunder is completely interruptible at any time and is the lowest priority service offered by Transporter.
- 2.5 Transporter shall maintain the posting of the availability or non-availability of HPS service on Transporter's Internet Website throughout the gas day.

3. RATE

The applicable rates for computing charges under this Rate Schedule are set forth in the Currently Effective Rates of this Tariff and are incorporated herein.

- 3.1 Hourly Peaking Charge: The delivery point operator shall pay an Hourly Peaking charge which shall be the product of any quantities of gas delivered in any hour in excess of the sum of the hourly flow rights under transportation Service Agreements of Shippers with gas scheduled at the subject delivery point multiplied by the Hourly Peaking rate. The

Hourly Peaking Charge shall only be applicable if the hourly volumes at the subject delivery point exceed 104% of the sum of the hourly flow rights under transportation Service Agreements of Shippers with gas scheduled at the subject delivery point for such applicable hour. For purposes of billing such hourly peaking, an "hour" shall mean a period of sixty consecutive minutes beginning at the top of the hour Central Clock Time (e.g., 9:00 a.m.) or such other period of sixty consecutive minutes mutually agreeable to the delivery point operator and Transporter.

- 3.2 Discounted Rates: Transporter may from time to time and at any time at its sole discretion and expense, in a not unduly discriminatory manner, charge any individual delivery point operator for hourly peaking service under Rate Schedule HPS, an Hourly Peaking Charge which is lower than the stated rates set forth in the Currently Effective Rates for Rate Schedule HPS; provided, however, that such rate charged may not be less than the Minimum Rate set forth on the Currently Effective Rates for Rate Schedule HPS.
- 3.3 Negotiated Rates: Transporter and delivery point operator may mutually agree to negotiated rates for services that may be below the minimum rates or above the maximum rates set forth on the Currently Effective Rates for Rate Schedule HPS or which may have a different rate design. For each negotiated rate transaction, Transporter shall file at least one day prior to the commencement of service, tariff sections which include the delivery point operator, the rate or formula used to calculate the rate, the term, the volume, and the delivery point applicable to the service.

#### 4. CHANGES IN RATES

Transporter shall have the unilateral right to file with the appropriate regulatory authority to make changes effective in (a) the rates and charges applicable to this Rate Schedule, (b) this Rate Schedule, pursuant to which service hereunder is rendered; provided, however, that the interruptible character of service shall not be subject to change hereunder, and/or (c) any provisions of the General Terms and Conditions applicable to this Rate Schedule. Such changes may be implemented through a tariff filing. Transporter agrees that the Rate Schedule HPS delivery point operator and any other party showing direct interest in this service 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 the provisions in (a), (b) or (c) above are just and reasonable.

#### 5. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff are hereby incorporated into and made a part of this Rate Schedule.

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Part VI  
GENERAL TERMS AND CONDITIONS

GT&C Section 1	Definitions
GT&C Section 2	Quality
GT&C Section 3	NAESB Standards Compliance
GT&C Section 4	Measurement
GT&C Section 5	Measuring Stations
GT&C Section 6	Billing
GT&C Section 7	Payment
GT&C Section 8	Installation of Facilities
GT&C Section 9	Possession of and Responsibility for Gas
GT&C Section 10	Warranty of Title to Gas
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GT&C Section 12	Non-Waiver Clause
GT&C Section 13	Creditworthiness
GT&C Section 14	Assignment
GT&C Section 15	Operator Balancing Agreements
GT&C Section 16	Termination
GT&C Section 17	Governmental Regulations
GT&C Section 18	Internet Website Information
GT&C Section 19	Order No. 2004 Standards of Conduct Compliance
GT&C Section 20	Right of First Refusal
GT&C Section 21	Reserved
GT&C Section 22	Nomination and Scheduling of Capacity
GT&C Section 23	Annual Charge Adjustment (ACA)
GT&C Section 24	Capacity Posting and Contract Procedures
GT&C Section 25	Receipt and Delivery Pressure
GT&C Section 26	Requests for Service
GT&C Section 27	Shipper Imbalance Resolution Provisions
GT&C Section 28	Receipt/Delivery Point Areas
GT&C Section 29	Nondiscriminatory Gathering Access
GT&C Section 30	Capacity Release
GT&C Section 31	Discounting
GT&C Section 32	Off System Services
GT&C Section 33	Capacity Segmenting
GT&C Section 34	Imbalance Netting & Trading – OBAs
GT&C Section 35	Reserved
GT&C Section 36	Reservation Charge Credit
GT&C Section 37	Unauthorized Gas
GT&C Section 38	Flow Through of Penalties

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

Except as otherwise indicated, the following terms when used herein or in any agreement incorporating these General Terms and Conditions in this Tariff are intended, used and shall be construed to have the following meaning:

**"Agent"** shall mean one who is authorized, in writing, to act for a Shipper or Operator, and who may do and perform any such authorized acts as may be required to be performed by a Shipper or Operator under this Tariff (including, but not limited to, nominating, scheduling, and/or confirming quantities of gas for transportation; receiving bills; and reconciling and clearing imbalances), as if the same were being performed by the Shipper or Operator itself.

**"Alternate Delivery Point"** for service under Rate Schedule FTS-1, LFT, FTS-2, FTS-3 or FTS-5 shall mean the point(s) of delivery points within the direction of flow of Shipper's Primary Path on Transporter's system under Shipper's FTS-1, LFT, FTS-2, FTS-3 or FTS-5 Service Agreement, other than Primary Delivery Points, where Shipper nominates quantities; provided, however, that service to such alternate point(s) shall be on an interruptible basis (i.e., may be interrupted only by a firm shipper using the point(s) as a primary point(s)) under Shipper's Service Agreement.

**"Alternate Receipt Point"** shall mean all eligible receipt points within the direction of flow of Shipper's Primary Path on Transporter's system and volumes in excess of Primary Receipt Point volumes, from which Shipper under Rate Schedule FTS-1, LFT, FTS-2, FTS-3 or FTS-5 may nominate volumes to be received on an interruptible basis (i.e., may be interrupted only by a firm shipper using the point(s) as a primary point(s)) under its FTS-1, LFT, FTS-2, FTS-3 or FTS-5 Service Agreement.

**"Area"** shall mean those receipt/delivery point areas defined in Section 28 of the General Terms and Conditions.

**"British Thermal Unit"** (Btu) shall mean the amount of heat required to raise the temperature of one (1) pound of water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit.

**"Business day (business day)"** is defined as Monday through Friday, excluding Federal Banking Holidays.

**"Central Clock Time"** shall mean Central Standard Time throughout the year, as adjusted for Central Daylight Time.

**"Commission" or "FERC"** shall mean the Federal Energy Regulatory Commission or any successor regulatory agency.

**"Cubic foot (cubic foot)"** shall mean the volume of gas which occupies one cubic foot of space measured at 14.73 pounds per square inch absolute at a temperature of 60 degrees Fahrenheit in accordance with Section 4 hereof.

**"Customer Activities Website"** shall mean the Uniform Resource Locator (URL) of Transporter's electronic communication mechanism on the Internet at <https://transfer.energytransfer.com/customeractivities/TW>.

**"Day (day)"** shall mean 9 a.m. to 9 a.m. (Central Clock Time).

**"Dekatherm"** (dth) shall mean the quantity of heat energy which is equivalent to 1,000,000 British Thermal Units. One "dekatherm of gas" shall mean the quantity of gas which contains one dekatherm of heat energy.

**"Elapsed Pro-rata Capacity"** (EPC) shall mean the portion of the capacity (under capacity release) that would have theoretically been available for use prior to the effective time of the intraday recall based on a cumulative uniform hourly use of the capacity.

**"Execution" or "executed"** or any other form of the root word "execute" when used with respect to any Service Agreement, amendment to Service Agreement, or any other contract shall include electronic execution pursuant to the procedures established by Transporter.

**"Hydrocarbon Dew point"** shall mean cricondenthem, the highest temperature at which the vapor-liquid equilibrium may be present. The Hydrocarbon Dew point (cricondenthem) calculations are performed using the Peng-Robinson equation of state.

**"Internet Website" or "Transporter's Internet Website"** shall mean the Uniform Resource Locator (URL) containing Transporter's informational postings on the Internet at <http://twtransfer.energytransfer.com>.

**"Logical Points"** shall mean points on Transporter's system which may be used by a Shipper as receipt or delivery points which are not physical points as defined in this Tariff.

**"Maximum Daily Transportation Quantity"** (MAXDTQ) shall mean the maximum quantity of natural gas provided in the Service Agreement that Shipper is entitled to receive and Transporter is obligated to deliver on any day.

**"Mcf"** shall mean 1,000 cubic feet of gas.

**"Merchantability"** refers to a gas stream which is commercially salable and fit for the market, and of a quality which will bring the then current market price without additional treatment or processing. Gas that meets the quality specifications in this Tariff shall be deemed to be Merchantable.



**"Month (month)"** shall mean the period beginning at nine o'clock a.m. Central Clock Time on the first day of a calendar month and ending at the same hour on the first day of the next succeeding calendar month.

**"Monthly Index Price (MIP)"** shall mean the index price calculated in accordance with Section 27.2 herein.

**"NAESB Standards"** are the business practices and electronic standards adopted by the Wholesale Gas Quadrant ("WGQ") of North American Energy Standards Board ("NAESB") and by Section 284.12 of the Commission's Regulations.

**"Natural gas (natural gas)"** shall mean either natural gas unmixed, or any mixture of natural and artificial gas.

**"NGA"** shall mean the Natural Gas Act of 1938, as amended.

**"Operator"** shall mean a party which physically operates facilities connected to Transporter's pipeline system for deliveries of gas into or out of Transporter's system or a third-party designated in writing by the Operator physically operating such facility to sign an Operator Balancing Agreement for the interconnect point(s). Such Operator or third-party Operator must meet on a continuing basis the creditworthiness requirement of Transporter's Tariff, must execute an Operator Balancing Agreement in place of such Operator(s), and must agree to assume all of the Operator's rights, duties and obligations under the Operator Balancing Agreement for the designated interconnect point(s).

**"Operator Balancing Agreement"** shall mean a contract between two parties which specifies the procedures to manage operating variances at an interconnect pursuant to GT&C Section 15 herein.

**"Physical Points"** shall mean points on Transporter's system at which gas is actually received into or actually delivered out of Transporter's system.

**"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.

**"Pre-Arranged Shipper"** shall mean the entity designated by Releasing Shipper prior to the released capacity being posted on the Customer Activities Website. The Pre-Arranged Shipper will become a Replacement Shipper upon selection of its bid as the best bid.

**"Primary Delivery Point"** shall mean those delivery point(s) on Transporter's system under Shipper's FTS-1, LFT, FTS-2, FTS-3 or FTS-5 Service Agreement with a specified firm volume, as may be amended upon mutual agreement from time to time, but in no event shall any moving of a primary delivery point result in a lower reservation charge.

**"Primary Path"** shall mean the most direct route on Transporter's system between the Primary Receipt Point(s) and Primary Delivery Point(s). The direction of flow for such path shall be from the Primary Receipt Point(s) to the Primary Delivery Point(s) as indicated in the FTS-1, LFT, FTS-3 and FTS-5 Service Agreements. A Shipper under Rate Schedules FTS-1, LFT, FTS-3 and FTS-5 may change such Primary Receipt Point(s) or Primary Delivery Point(s) or use an Alternate Receipt Point(s) or Alternate Delivery Point(s) outside its Primary Path subject to the negotiation with Transporter of such points and rates, not to exceed the maximum applicable tariff rate.

**"Primary Receipt Point"** shall mean those receipt points on Transporter's system under Shipper's FTS-1, LFT, FTS-2, FTS-3 or FTS-5 Service Agreement with a specified firm volume, as may be amended upon mutual agreement from time to time, but in no event shall any moving of a primary receipt point result in a lower reservation charge.

**"Quantity of gas"** shall mean the number of units of gas expressed in dekatherms unless otherwise specified.

**"Recourse Rate"** shall mean the Commission approved maximum tariff rates set forth in the Currently Effective Rates for the applicable Rate Schedule as modified from time to time.

**"Releasing Shipper"** shall mean a firm Shipper that releases capacity pursuant to Section 30 herein.

**"Replacement Shipper"** shall mean any entity that obtains capacity from a Releasing Shipper pursuant to Section 30 herein.

**"Service Agreement"** shall mean the written executed agreement, in the form prescribed in this Tariff, applicable to the particular Rate Schedule under which service is being provided, including a Capacity Release Service Agreement.

**"Shipper"** shall mean any party purchasing services from Transporter under any of the Rate Schedules in this Tariff.

**"Supply Pooling Points"** shall mean Logical Points established by Transporter which may be used by Shippers to aggregate supplies pursuant to the provisions of Rate Schedule SP-1.

**"Tariff"** shall mean Transporter's currently effective FERC NGA Gas Tariff.

**"Total heating value"** means:

- A. For Shippers receiving service from Transporter to the Needles and/or Topock delivery points, the number of British Thermal Units evolved by the complete combustion with air, at constant pressure, of one cubic foot of anhydrous (dry) gas under a pressure of 14.73 psia and at a temperature of 60o Fahrenheit and when the products of combustion are cooled to the initial temperature of the gas and air and all of the water formed by combustion is condensed to the liquid state in accordance with rules set forth in "Public Utilities Commission of the State of California General Order No. 58-B" or any other methods of determination as may be mutually agreed upon.
- B. For Shippers receiving service for gas delivered at any delivery point except the Needles and Topock delivery points, the number of British Thermal Units evolved by the complete combustion with air, at constant pressure, of one cubic foot of anhydrous (dry) gas under a pressure of 14.73 psia and at a temperature of 60o Fahrenheit and when the products of combustion are cooled to the initial temperature of the gas and air and all of the water formed by combustion is condensed to the liquid state, or any other methods of determination as may be mutually agreed upon.

**"Transport Fuel"** shall mean the fuel charge for transmission, company use gas, and lost and unaccounted for gas and recovered on an "in kind" basis, as set forth in the Currently Effective Rates for the applicable Rate Schedule of this Tariff.

**"Transporter"** shall mean Transwestern Pipeline Company, LLC.

**"Written" or "in writing"** or any other combination of words indicating a requirement that a document be in a physically written form shall include any Service Agreement, amendment to Service Agreement, or any other contract or document which has been electronically executed pursuant to the procedures established by Transporter.

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GENERAL TERMS AND CONDITIONS

2. QUALITY

- 2.1 The gas stream delivered into Transporter's pipeline system by Shipper or Shipper's designee at receipt points shall conform to each of the following quality specifications:
- A. shall be commercially free from objectionable odors, solid matter, dust, gums, and gum forming constituents, or any other substance which interferes with the intended purpose or Merchantability of the gas, or causes interference with the proper and safe operation of the lines, meters, regulators, or other appliances through which it may flow;
  - B. shall contain not more than seven (7) pounds/MMcf of water at the temperature and pressure at which the gas is delivered into Transporter's pipeline system;
  - C. shall contain no hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered into Transporter's pipeline system;
  - D. shall contain not more than 0.1% by volume of oxygen;
  - E. shall contain not more than 2.0% by volume of carbon dioxide;
  - F. shall contain not more than a combined total of 3.0% by volume of carbon dioxide plus nitrogen;
  - G. shall contain not more than one quarter (1/4) grain of hydrogen sulfide per one hundred (100) cubic feet of gas;
  - H. shall contain not more than 0.3 grains of mercaptan sulfur per one hundred (100) cubic feet of gas;
  - I. shall contain not more than 0.75 grains of total sulfur per one hundred (100) cubic feet of gas;
  - J. shall not contain any toxic or hazardous substance in concentrations which, in the normal use of the gas, may be hazardous to health, injurious to pipeline facilities, or be a limit to Merchantability or be contrary to applicable government standards;
  - K. shall have a minimum total heating value of not less than nine hundred seventy (970) Btu's per cubic foot, and shall have a maximum total heating value of not more than eleven hundred and ten (1110) Btu's per cubic foot; and

- L. shall have a temperature of not less than forty (40) degrees Fahrenheit, and not more than one hundred twenty (120) degrees Fahrenheit.
- 2.2 Transporter may not refuse to accept receipt of gas with a Hydrocarbon Dew point equal to or less than 15 degrees Fahrenheit provided that such gas satisfies all other applicable provisions of Transporter's Tariff. This standard shall be referred to as Transporter's Hydrocarbon Dew Point Safe Harbor.
- A. Transporter may, from time to time, as operationally necessary, establish and post on its Internet Website a limit on Hydrocarbon Dew point for receipts on specified segments or other specified locations on its system to prevent hydrocarbon liquid fallout, or to ensure that gas will be accepted for delivery into interconnects with interstate pipelines, intrastate pipelines, end-users or directly connected local distribution companies; provided, however, Transporter may not make a posting that sets a Hydrocarbon Dew point limitation of less than 15 degrees Fahrenheit.
  - B. When Transporter determines there is an operational necessity to post a Hydrocarbon Dew point on a specific line segment or location, Transporter shall post on its Internet Website each blended Hydrocarbon Dew point Transporter calculates for a line segment or location within 24 hours of such calculation, and the method by which the Hydrocarbon Dew point value was calculated. Transporter will include in such posting the anticipated duration of the limitation as well as an explanation of the basis for the Hydrocarbon Dew point limitation.
  - C. Transporter will provide as much prior notice as reasonably practicable and will attempt to provide such notice at least two (2) days prior to the effective date of the limitation.
  - D. When Transporter posts a Hydrocarbon Dew point limit for a particular pipeline segment or location, all gas receipts into the affected area from interconnects or from any adjacent pipeline segments feeding gas directly into the affected pipeline segment must meet the posted Hydrocarbon Dew point limit for the affected pipeline segment.
  - E. Transporter shall post Hydrocarbon Dew point limitations for a given line segment or location only 1) to the extent necessary to prevent liquid fallout from occurring, 2) in order to manage and operate Transporter's system in a safe and reliable manner, and 3) as required to ensure that gas will be accepted for delivery at interconnects with interstate pipelines, intrastate pipelines, end-users or directly connected local distribution companies. Such posted Hydrocarbon Dew point limitations shall remain in effect no longer than necessary.

F. Transporter shall perform Receipt Point Hydrocarbon Dew point calculations for this Section 2.2 using the Peng-Robinson equation of state and C6+ assumptions consistent with industry practices. Upon a Shipper's request, Transporter shall conduct a C9+ analysis; provided that in no event shall Transporter be required to conduct such C9+ analysis at any one receipt point more frequently than once every twelve months. Transporter shall post on its Internet Website the chromatograph data available at not less than four (4) locations, including West of Thoreau, San Juan, Panhandle and West Texas mainlines, to monitor the gas quality of the blended gas stream existing in the mainline system. These gas quality monitoring locations shall be at points where the aggregated gas stream encompasses all or most of the gas from the West of Thoreau, San Juan, Panhandle and West Texas mainlines, respectively.

2.3 Transporter may refuse to accept any gas stream from Shipper or Shipper's designee which fails to conform with the gas quality specifications itemized in Sections 2.1 and 2.2. above; however Transporter, in its reasonable discretion exercised on a not unduly discriminatory basis, may accept any gas stream received into its pipeline system at receipt points, provided that such gas will not result in a blended gas stream which does not comply with the gas quality specifications listed in Sections 2.1 and 2.2 above (provided however, that the blended gas stream for deliveries in the East of Thoreau area may contain not more than 2.0% by volume of carbon dioxide and a combined total of up to 5.0% by volume of carbon dioxide plus nitrogen), or will not prevent delivery of the blended gas stream into a downstream pipeline and other points of delivery, and in the reasonable judgment of Transporter, will not adversely impact Transporter's facilities, pipeline integrity or operations. Transporter may, but is not obligated to, process or treat the gas stream on its system to assure that the gas stream meets Transporter's gas quality specifications.

Any Shipper on Transporter's system shall have the option of: (i) processing the volumes it owns or (ii) entering into contractual arrangements with third-party plant operators for such processing.

2.4 Except as provided in Section 2.5 below, the gas stream delivered to Shipper or Shipper's designee by Transporter at the delivery points shall conform to each of the gas quality specifications set forth in Sections 2.1, 2.2, and 2.3 above, except that delivery points that are located in the West of Thoreau Area shall not have a maximum heating value limitation as reflected in Section 2.1.K, subject to the presence of substances in Transporter's pipeline system as of January 1, 1990. If the gas delivered by Transporter to any downstream pipeline meets the quality specifications of Transporter but does not meet the downstream pipeline specifications, then Transporter shall use reasonable efforts to work with such downstream pipeline to resolve such differences to allow gas deliveries and the downstream pipeline shall have the continuing right to refuse to accept such gas deliveries.

- 2.5 If the gas stream delivered by Transporter to Shipper or Shipper's designee shall fail at any time to conform to any of the quality specifications set forth above, Shipper will notify Transporter of such deficiency and if Transporter fails to remedy such deficiency promptly, Shipper may, at its option, refuse to accept further delivery pending correction by Transporter.
- 2.6 If the gas offered for transportation hereunder shall fail at any time to conform to the quality provisions set forth in the Service Agreement between Transporter and Shipper, or if in Transporter's sole judgment such gas may cause harm to its facilities, then Transporter shall notify Shipper and Operator of such deficiency and may, at its option, refuse to accept receipt pending correction by Shipper or Operator.
- 2.7 With respect only to the maximum total heating value quality specification set forth in Section 2.1.K, Transporter and a point operator that operates multiple receipt points delivering gas into Transporter's pipeline system may agree that the volumes from designated receipt points will be considered in the aggregate for purposes of determining whether such volumes comply with the maximum total heating value quality specification. Any volumes to be aggregated shall be subject to the following conditions:
- i. All such designated receipt points shall be in the same area of Transporter's system (i.e., either West Texas Lateral, Panhandle Lateral, or San Juan Lateral); and
  - ii. All volumes from such designated receipt points shall be adequately blended in Transporter's system, as determined by Transporter in its reasonable discretion exercised on a not unduly discriminatory basis, prior to delivery to any downstream delivery point affected by such volume.

When the aggregated heating value, calculated on a volume weighted average basis per day, is below the maximum total heating value set forth in Section 2.1.K, each of the designated receipt points therein shall be deemed to be in compliance with the maximum total heating value quality specification set forth in Section 2.1.K.

## GENERAL TERMS AND CONDITIONS

### 3. NORTH AMERICAN ENERGY STANDARDS BOARD (“NAESB”) STANDARDS COMPLIANCE

Compliance with 18 CFR, Section 284.12

Transporter has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 4.0, and the standard revised by Minor Correction MC24002 marked with an asterisk [\*], which are required by the Federal Energy Regulatory 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.

#### I. Standards not Incorporated by Reference and their Location in these General Terms and Conditions:

Pursuant to NAESB’s Copyright Procedure Regarding Member and Purchaser Self-Executing Waiver as adopted by the NAESB Board of Directors on April 4, 2013, Transporter may publish in its Tariff, compliance filings, in communications with customers or stakeholders in conducting day to day business or in communications with regulatory agencies some or all of the language contained in NAESB standards protected by copyright, provided that Transporter includes appropriate citations in the submission.

Transporter has elected to reproduce only the following Business Practices and Electronic Communications Standards, NAESB WGQ Version 4.0, that are protected by NAESB’s copyright. With respect to each reproduced standard, Transporter incorporates the following: © 1996 – 2023 NAESB, all rights reserved.

<b>NAESB Standard</b>	<b>Tariff General Terms and Conditions Tariff Record</b>	<b>Provision</b>
1.2.5	22. Nomination and Scheduling of Capacity	22.1(Q)
1.2.6	22. Nomination and Scheduling of Capacity	22.5(A)
1.3.1	1. Definitions	1
1.3.2(i-vi)	22. Nomination and Scheduling of Capacity	22.1(A),(C)
1.3.3	22. Nomination and Scheduling of Capacity	22.1(J)
1.3.5	22. Nomination and Scheduling of Capacity	22.1(B)(5)
1.3.6	22. Nomination and Scheduling of Capacity	22.1(H)
1.3.11	22. Nomination and Scheduling of Capacity	22.6(B)(1)
1.3.19	22. Nomination and Scheduling of Capacity	22.1(B)(8)
1.3.20	22. Nomination and Scheduling of Capacity	22.1(I)
1.3.21	22. Nomination and Scheduling of Capacity	22.1(L)
1.3.22(i-iii)	22. Nomination and Scheduling of Capacity	22.1(D),(E),(F)
1.3.23	22. Nomination and Scheduling of Capacity	22.1(B),(K)



1.3.24	22. Nomination and Scheduling of Capacity	22.1(Q)
1.3.25	22. Nomination and Scheduling of Capacity	22.1(Q)
1.3.29	22. Nomination and Scheduling of Capacity	22.1(P)
1.3.31	22. Nomination and Scheduling of Capacity	22.2
1.3.32	22. Nomination and Scheduling of Capacity	22.6
1.3.33	22. Nomination and Scheduling of Capacity	22.6(B)(5)
1.3.39	22. Nomination and Scheduling of Capacity	22.6(E)
1.3.40	22. Nomination and Scheduling of Capacity	22.1(G)
1.3.41	22. Nomination and Scheduling of Capacity	22.6(F)
1.3.42	22. Nomination and Scheduling of Capacity	22.6(G)
2.2.1	15. Operator Balancing Agreements	15.1
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5.2.5	30. Capacity Release	30
5.3.1	30.8 General Terms and Conditions (Capacity Release)	30.8(L)
5.3.2	30.4 Minimum Time Periods for Biddable Release Capacity & 30.6 Procedure for a Pre-Arranged Deal	30.4, 30.6(A)
5.3.3	30.2 Evaluation Methods	30.2
5.3.13	30.5 Open Bids/Withdrawal of Bids	30.5(B)(3)
5.3.14	30.3 Offer to Release Capacity	30.3(E)
5.3.15	30.5 Open Bids/Withdrawal of Bids	30.5(B)(1)
5.3.16	30.3 Offer to Release Capacity	30.3(E)
5.3.19	30.8 General Terms and Conditions (Capacity Release)	30.8(D)
5.3.26	30.8 General Terms and Conditions (Capacity Release)	30.8(C)
5.3.29	30.3 Offer to Release Capacity	30.3(A)(1)
5.3.62(a)	30.3 Offer to Release Capacity	30.3(A)(15)

## II. Standards Incorporated by Reference:

### (a) Additional Standards:

#### General:

Definition: 0.2.5

Standards: 0.3.1, 0.3.2, 0.3.16, 0.3.17

**Creditworthiness:**

Standards: 0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

**Gas/Electric Operational Communications:**

Definitions: 0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards: 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

**Operating Capacity and Unsubscribed:**

Standards: 0.3.18, 0.3.20, 0.3.21, 0.3.22

Data Sets: 0.4.2, 0.4.3

**Location Data Download:**

Standards: 0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Dataset: 0.4.4

**Storage Information:**

Data Set: 0.4.1

**(b) Nominations Related Standards:**

Definitions: 1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

Standards: 1.3.4, 1.3.7, 1.3.8, 1.3.9, 1.3.13, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.22(iv), 1.3.26, 1.3.27, 1.3.28, 1.3.30, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.43, 1.3.44, 1.3.45, 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, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.80, 1.3.81, 1.3.82

Data Sets: 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

**(c) Flowing Gas Related Standards:**

Definitions: 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards: 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.8, 2.3.9, 2.3.10, 2.3.12, 2.3.13, 2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.26, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

Data Sets: 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.17, 2.4.18

**(d) Invoicing Related Standards:**

Standards: 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.16, 3.3.19, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.3.27

Data Sets: 3.4.1\*, 3.4.2, 3.4.3, 3.4.4

**(e) Quadrant Electronic Delivery Mechanisms Related Standards:**

Definitions: 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18,

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, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.57, 4.3.58, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101, 4.3.102, 4.3.104, 4.3.105, 4.3.106, 4.3.107, 4.3.108, 4.3.110

**(f) Capacity Release Related Standards:**

Definitions: 5.2.1, 5.2.2, 5.2.3

Standards: 5.3.4, 5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.18, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.28, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.44, 5.3.45, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.55, 5.3.56, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.3.62, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72, 5.3.73

Data Sets: 5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.20, 5.4.21, 5.4.22, 5.4.23, 5.4.24, 5.4.25, 5.4.26, 5.4.27

**(g) Cybersecurity Related Standards:**

Definitions: 12.2.1, 12.2.2, 12.2.3, 12.2.4, 12.2.5, 12.2.6, 12.2.7, 12.2.8, 12.2.9, 12.2.10, 12.2.11, 12.2.12, 12.2.13, 12.2.14, 12.2.15, 12.2.16, 12.2.17, 12.2.18, 12.2.19, 12.2.21, 12.2.22, 12.2.23, 12.2.24, 12.2.25, 12.2.26, 12.2.27, 12.2.28, 12.2.29, 12.2.30, 12.2.31, 12.2.32, 12.2.33, 12.2.34, 12.2.35, 12.2.36, 12.2.37, 12.2.38, 12.2.39, 12.2.40, 12.2.41

Standards: 12.3.1, 12.3.2, 12.3.3, 12.3.4, 12.3.5, 12.3.6, 12.3.7, 12.3.8, 12.3.9, 12.3.10, 12.3.11, 12.3.12, 12.3.13, 12.3.14, 12.3.15, 12.3.16, 12.3.17, 12.3.18, 12.3.19, 12.3.20, 12.3.21, 12.3.22, 12.3.23, 12.3.24, 12.3.25, 12.3.26, 12.3.27, 12.3.28, 12.3.29, 12.3.30, 12.3.31

(h) **Standards for which Waiver or Extension of Time to Comply have been granted:**

<u>NAESB Standard</u>	<u>Waiver or Extension of Time</u>
None	None

## GENERAL TERMS AND CONDITIONS

### 4. MEASUREMENT

Unless otherwise agreed to by Transporter and Operator, Transporter shall perform the measurement of the quantities of gas received into or delivered from an interconnect point on Transporter's system.

The methods of computing measured quantities shall be: (1) for orifice meters, in accordance with the recommendations set forth in ANSI/API 2530(AGA-3) as such recommendations may be amended from time to time, (2) for any gas measured by displacement, turbine meters or ultrasonic meters, the methods of computation shall be in accordance with the procedures outlined in the latest addition of AGA Gas Measurement Manual, Part 7 "Measurement Calculations and Data Gathering", or as such manual may be amended from time to time, or (3) for any gas measured by coriolis meters, the methods of computation shall be in accordance with the procedures outlined in the latest addition of AGA Report No. 11 "Measurement of Natural Gas by Coriolis Meter," or as such manual may be amended from time to time.

The quantities of gas received or delivered hereunder shall be measured according to Boyle's and Charles' Laws for the measurement of gas under varying pressures and temperatures with deviation therefrom as provided in Section 4.6 herein and shall be determined as follows:

- 4.1 The unit of volume for the purpose of measurement shall be one (1) cubic foot of gas at a base temperature of sixty (60) degrees Fahrenheit, and at a pressure base of fourteen and seventy-three hundredths (14.73) pounds psia.
- 4.2 The unit of measurement for the purpose of billing shall be one (1) dekatherm (dth) consisting of one million (1,000,000) British Thermal Units. The number of dekatherms delivered shall be determined by multiplying the number of cubic feet of gas delivered, measured on the measurement basis hereinafter specified, by the total heating value of such gas, in British Thermal Units per cubic foot, as defined in Section 1 above, and by dividing the product by one million (1,000,000).
- 4.3 The average absolute atmospheric pressure shall be determined for the point of receipt or delivery.
- 4.4 For measurement by turbine or orifice meters, the arithmetic average of gas temperatures recorded during the periods of flow only shall be deemed the gas temperature for the purpose of calculating transport quantities. However, when computing quantities of gas measured by displacement type meters, the gas temperature shall be deemed to be the average monthly ambient temperature corresponding to each calendar month as recorded and published as Local Climatological Data by the U.S. Department of Commerce, Weather Bureau, for that

weather station nearest the actual point of receipt or delivery; or as may be otherwise mutually agreed to by Operator and Transporter.

- 4.5 The specific gravity and total heating value of the gas to be measured shall be determined by one of the following methods: (1) a spot gas sample analyzed on a gas chromatograph with the frequency of the sampling being as agreed to by Operator and Transporter, (2) use of a continuous, proportional to flow, gas sampler and the sample analyzed on a gas chromatograph, (3) by the continuous use of an "on line" gas chromatograph, or (4) any other method agreed to by Operator and Transporter. All chromatographic analysis are to be as per GPA 2172 using factors from the latest edition of GPA 2145, as may be amended from time to time.
- 4.6 Deviation of the natural gas from Boyle's and Charles' Laws shall be calculated as per AGA Par Research Project NX-19 or by AGA Transmission Measurement Committee Report No. 8, as may be amended from time to time. The gas analysis required by Section 4.5 above shall be used for the chemical composition of the gas as required for calculation by NX-19 or AGA-8.

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GENERAL TERMS AND CONDITIONS

5. MEASURING STATIONS

5.1 Measuring Station:

- A. Measurement facilities installed and operated hereunder shall include standard orifice meters, turbine, displacement, ultrasonic or coriolis meters, and other necessary measuring equipment by which the quantity of gas hereunder shall be measured, or any other measurement method mutually agreed upon by the interconnecting parties. The measurement facilities, including all primary and secondary elements, shall be installed and operated as set forth in Section 4 of these GT&C. The Non-Measuring party shall have access to such measuring equipment at all reasonable hours, but the reading, calibrating and adjusting thereof and the changing of charts shall be done only by the Measurer.
- B. The party performing measurement at an interconnect point as required by this Tariff ("Measurer") shall furnish the interconnecting party not performing measurement at an interconnect point ("Non-Measurer") by the 6th business day after the end of each production month a statement reflecting the quantity of gas received or delivered during the previous month.

5.2 Check Measuring Equipment

At any interconnect point, Non-Measurer may install, maintain and operate at its own expense, such pressure regulators and/or check measuring equipment as it shall desire, provided that such equipment shall be so installed as not to interfere with the operation of Measurer's measuring equipment at or near the point of receipt or delivery. Measurer shall have access to such check measuring equipment at all reasonable hours, but the reading, calibrating and adjusting thereof and the changing of charts shall be done only by Non-Measurer.

5.3 Access to Equipment and Records

Each party shall have the right to be present at the time of any installing, routine maintenance, testing and calibrating done in connection with the other's measuring equipment used in measuring receipts or deliveries hereunder. The records from such measuring equipment shall remain the property of their owner, but upon request each will allow the other to inspect, upon reasonable notice, its records and charts, or copies thereof, together with calculations therefrom.

5.4 Care Required

All installations of measuring equipment, applying to or affecting receipts or deliveries hereunder, shall be made in such manner as to permit an accurate determination of the quantity of gas received or delivered and ready verification of the accuracy of measurement. Reasonable care shall be exercised in the installation, maintenance and operation of any upstream or downstream pressure regulating equipment which may be installed so as to avoid, so far as practicable, any inaccuracy in the determination of the quantity of gas received or delivered hereunder.

5.5 Failure of Meters

In the event a meter fails or is out of service, or registering inaccurately by more than one percent (1%); the quantity of gas received or delivered hereunder shall be estimated:

- A. By using the registration of any check meter or meters if installed and accurately registering, or, in the absence of (A);
- B. By correcting the error if the percentage of error is ascertainable by calibration, test, or mathematical calculation, or in the absence of both (A) and (B), then;
- C. By estimating the quantity of receipts or deliveries during periods under similar conditions when the meter was registering accurately.

5.6 Test of Meters

The accuracy of Measurer's measuring equipment, including chromatographs, shall be verified at least quarterly by routine tests (or as otherwise agreed to by the parties), upon reasonable notice to Non-Measurer, who shall have the right to witness. Non-Measurer shall verify the accuracy of its check measuring equipment. In the event either party notifies the other that it desires a special test of any measuring equipment, the parties shall cooperate to secure prompt verification of the equipment.

If either party at any time observes a variation between the designated meter and the check meter, it will promptly notify the other party thereof and both parties will then cooperate to secure an immediate verification of the accuracy of such equipment. Each party shall give to the other notice of the time of all tests of meters reasonably in advance of the holding of such tests in order that the other party may conveniently have its representative present.



#### 5.7 Correction for Errors of Meters

If, upon test, the total measurement error at a meter is found to be in error not more than 1%, previous recordings of such equipment shall be considered accurate in computing receipts or deliveries hereunder; but such equipment shall be adjusted at once to record correctly. If, upon test, the total measurement error at a meter is found to be inaccurate by an amount exceeding 1%, at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, then any previous recordings of such equipment shall be corrected to zero error 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 one half of the time elapsed since the date of last test to the nearest day, not exceeding a correction period of 15 days, unless otherwise agreed to by the parties. Measurement data corrections shall be processed within 6 months from the date of production with a 3 month rebuttal period. This standard shall not apply in cases of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this provision. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods. A meter adjustment or correction becomes a prior period adjustment after the fifth business day following the production month. Any measurement prior period adjustments are taken back to the production month.

Refer to Section 5.5 hereof to determine the methods for correction of deliveries during periods of inaccurate measurement exceeding one percent (1%).

#### 5.8 Preservation of Records

Each party shall preserve for a period of at least 3 years all test data, charts and other similar records.

## GENERAL TERMS AND CONDITIONS

### 6. BILLING

#### 6.1 Monthly Bills

Transporter shall bill Shipper on or before the 9th business day of each month for the sums due for the preceding month, computed in accordance with Transporter's applicable Rate Schedule.

#### 6.2 Access to Billing Data

Transporter and Shipper shall have the right at all reasonable times to examine the books, records, and charts of each other to the extent necessary to verify the accuracy of any billing, statement, charge or computation made by the other pursuant to any provision of this Tariff.

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GENERAL TERMS AND CONDITIONS

7. PAYMENT

7.1 Monthly Bills

Shipper shall pay Transporter by wire transfer of federal funds, unless otherwise agreed, on or before the 10th day following the invoice date for all sums due for the preceding month under the applicable Rate Schedule as billed by Transporter, except when such payment day is a Saturday, Sunday, or bank holiday, in which case payment is due the following business day. Any payment shall be considered to have been made on the date when such payment is wire transferred by Shipper to an address designated by Transporter. Notwithstanding the foregoing, FTS-2 shippers shall have the option to pay by wire transfer or normally accepted business practice.

Shipper shall submit supporting documentation with any payment and shall identify invoice numbers on all payments. In the event the Shipper's payment differs from the invoiced amount, Shipper shall provide remittance detail with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date.

7.2 Failure to Pay and Disputed Bills

Should Shipper fail to pay any or all of the amount of any bill for gas transported when such sum is due, Transporter may charge interest on the unpaid portion of the bill computed from the due date until the date of payment at the same rate of interest and in the same manner as prescribed for pipeline refunds as set forth in Section 154.501 of the Federal Energy Regulatory Commission's Regulations under the Natural Gas Act. If such failure to pay continues for ten (10) days or more after payment is due, Transporter may notify Shipper by Internet e-mail or direct notification to Shipper's Internet URL address, whichever is chosen by Shipper, that Shipper has failed to maintain its creditworthiness status and Shipper shall be subject to the collateral requirements, suspension and termination provisions of Section 13 of these General Terms and Conditions. If Shipper in good faith shall dispute the amount of any bill or part thereof, Shipper shall pay such amount as is conceded to be correct and provide documentation identifying the basis for the dispute and post a bond for the balance, and Transporter shall not be entitled to suspend transportation of gas. Provided however, if the billing dispute is decided in the Shipper's favor, Transporter shall reimburse Shipper for the cost of the bond; provided, however, Transporter shall reimburse Shipper (in the same manner in which Shipper remits monthly payments to Transporter) for the cost of the bond, together with interest computed at the same rate and in the same manner as prescribed for pipeline refunds, as set forth in Section 154.501(d) of the Commission's Regulations under the Natural Gas Act, within thirty days of the resolution of the dispute.

7.3 Statement of Account

Transporter shall provide Shipper with a detailed Statement of Account. The Statement of Account should report outstanding balances by invoice.

7.4 Errors in Billing

Prior period adjustment time limits should be 6 Months from the date of the initial transportation invoice and 7 Months from date of initial sales invoice with a 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 provision. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

Interest computed at the same rate and in the same manner as prescribed for pipeline refunds as set forth in Section 154.501(d) of the Commission's Regulations under the Natural Gas Act shall be included in adjusting errors resulting in excessive billings to Shipper, provided such errors are not occasioned by mutual misinterpretation by both Shipper and Transporter of quantities or other billing information.

## GENERAL TERMS AND CONDITIONS

### 8. INSTALLATION OF FACILITIES

- 8.1 Transporter shall have no obligation to modify its existing facilities or construct new facilities in order to receive or deliver Shipper's gas under any Rate Schedule.
- 8.2 Subject to the conditions of Section 8.4 below and upon execution of an agreement mutually agreeable to Shipper and Transporter, Transporter will construct or modify those facilities, reasonably necessary to provide transportation services to Shipper hereunder, that interconnect with facilities which either cross or are adjacent to Transporter's existing facilities, if Shipper reimburses Transporter for the cost of said facilities.
- 8.3 Subject to the conditions of Sections 8.4 and 8.5 below, and on a not unduly discriminatory basis, Transporter may pay for all or part of the cost incurred by Transporter for the modification or construction of taps, valves, measurement equipment, laterals, or other facilities required at receipt or delivery point(s) to effectuate the receipt or delivery of natural gas hereunder, when the construction or modification of such facilities is economically beneficial to Transporter.

For the purposes of determining whether a gas supply project is economically beneficial to Transporter, Transporter will evaluate each prospective project, on a not unduly discriminatory basis, based upon the amount of the reserves and deliverability characteristics of the gas supply to be attached, the cost of the facilities to be constructed by Transporter, the incremental operating and maintenance expenses which would be attributable to the facilities, and the revenues which Transporter estimates will be generated as a result of constructing and/or modifying such facilities.

For the purposes of determining whether a project to deliver gas is economically beneficial to Transporter, Transporter will evaluate each prospective project, on a not unduly discriminatory basis, based upon the cost of the facilities to be constructed by Transporter, the incremental operating and maintenance expenses which would be attributable to the facilities, and the revenues which Transporter estimates will be generated as a result of constructing and/or modifying such facilities.

In estimating the revenues to be generated, Transporter will consider the existence of capacity limitations downstream of the proposed new facilities, the marketability of gas which may flow through said facilities, the interruptible versus firm nature of the transportation service for the gas, and other similar factors which determine whether gas will actually be transported through said facilities.

- 8.4 Transporter shall not construct or modify any facilities hereunder which will result in an increase or decrease in Transporter's mainline capacity, or which may compromise the

operational integrity of Transporter's pipeline system. For those facilities which Transporter agrees to construct, Transporter will construct those facilities (1) pursuant to the authorization granted in Subpart F of Part 157 of the Commission's Regulations or (2) where the prior authorization of the Commission is not required to construct such facilities. Transporter will own and operate all facilities constructed hereunder. To the extent Shipper's reimbursement of Transporter's costs incurred to construct new facilities hereunder qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, Pub. L. No. 99-514 (1986), as amended from time-to-time, Shipper shall also reimburse Transporter for Federal income taxes incurred by Transporter as a direct result of such contributions in aid of construction by Shipper.

- 8.5 Transporter shall have the right at any time during a calendar year to terminate, prospectively for the remainder of that calendar year, the reimbursement program described in Section 8.3 above for new projects.

## GENERAL TERMS AND CONDITIONS

### 9. POSSESSION OF AND RESPONSIBILITY FOR GAS

#### 9.1 Possession of Gas Responsibility

Transporter shall be deemed to be in control and possession of the gas to be transported by it upon receipt at the point of receipt and before it is delivered to Shipper at the point of delivery, and Shipper shall be deemed to be in control and possession of such gas prior to such receipt by Transporter and after such delivery to Shipper.

#### 9.2 Responsibility

Shipper shall have no responsibility with respect to any gas or on account of anything which may be done, happen, or arise with respect to said gas after receipt thereof by Transporter at the point of receipt and prior to the delivery thereof to Shipper, and Transporter shall have no responsibility with respect to such gas to be transported by Transporter or on account of anything which may be done, happen, or arise with respect to such gas prior to its receipt into Transporter's facilities at the point of receipt thereof and after its delivery to Shipper.

## GENERAL TERMS AND CONDITIONS

### 10. WARRANTY OF TITLE TO GAS

Shipper warrants that it will at the time of delivery have good and merchantable title to all gas delivered by it to Transporter for transportation by Transporter free and clear of all liens and encumbrances. Transporter warrants that at the time of delivery of such gas to Shipper such gas will be free and clear of all liens and encumbrances. Transporter and Shipper will each indemnify the other and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of the adverse claim of any person or persons to said gas for any taxes, licenses, fees or charges which are applicable prior to the time of delivery of such gas to such other party. Shipper will indemnify Transporter and save it harmless from all taxes and assessments levied and assessed upon the sale and delivery of such gas to Shipper and upon such gas prior to and upon delivery of such gas to Transporter for transportation. Transporter will indemnify Shipper and save it harmless from all taxes and assessments levied and assessed upon the transportation of such gas by Transporter.



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GENERAL TERMS AND CONDITIONS

11. FORCE MAJEURE / PRORATION OF DELIVERIES

11.1 Relief from Liability

Neither party shall be liable in damages to the other on account of "force majeure" occasioned by any act, omission, or circumstances occasioned by or in consequence of any act of God, strikes, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority (including suspension or revocation of permits or certificates) that is not reasonably in Transporter's control and is unexpected, and any other cause, whether of the kind herein enumerated or not, and not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. However, failure to settle or prevent any strikes or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension. For the sole purpose of calculating Reservation Charge Credits pursuant to Section 36 of the General Terms and Conditions of this Tariff, outages due to scheduled or routine maintenance shall not be considered Force Majeure events.

11.2 Liabilities Not Relieved

Neither Shipper nor Transporter shall be relieved from liability in the event of its concurring negligence or failure on its part to use due diligence to remedy the force majeure and remove the cause with all reasonable dispatch nor shall such causes or contingencies affecting performance of the Service Agreement relieve either party from its obligations to make payments then due for its gas theretofore delivered.

11.3 Pro-ration of Impaired Deliveries Due to Capacity Shortage on Transporter's System

Interruptible transportation service provided by Transporter shall be (i) interrupted or curtailed for reasons of force majeure or when necessary in Transporter's sole opinion and judgment to meet its system operational requirements or its ability to meet its obligations under firm transportation agreements, or (ii) interrupted or curtailed due to any other operational considerations to be determined in the reasonable discretion of Transporter.

If at any time Transporter does not have sufficient capacity available for reasons of force majeure or due to any other operational considerations to be reasonably determined by Transporter, to enable Transporter to deliver to Shippers under all of Transporter's Rate Schedules the quantities of gas which Shippers may then require up to the quantities of

gas Transporter has then scheduled to deliver to Shippers, then deliveries to such Shippers shall be curtailed in reverse order of the scheduling procedure in Section 22.2 of the General Terms and Conditions of this Tariff.

## GENERAL TERMS AND CONDITIONS

### 12. NON-WAIVER CLAUSE

No waiver by either Shipper or Transporter or Operator of any default by the other in the performance of any provision of the Service Agreement or Operator Balancing Agreements shall operate or be construed as a waiver of any further default, whether of a like or different character.

## GENERAL TERMS AND CONDITIONS

### 13. CREDITWORTHINESS

13.1 Prior to execution of a Service Agreement or as a condition for continuation of service, a Shipper or prospective shipper shall be required to establish and maintain creditworthiness on an on-going basis with Transporter. Transporter shall not be required to: (1) execute a Service Agreement providing for service on behalf of any Shipper who fails to meet Transporter's standards for creditworthiness; or (2) initiate service for a Shipper who fails to meet Transporter's standards for creditworthiness; or (3) continue service on behalf of any Shipper who is or has become insolvent or who, at Transporter's request, fails to demonstrate creditworthiness pursuant to Transporter's standards in this Section 13.

13.2 A Shipper shall be deemed creditworthy when Shipper meets the creditworthiness criteria in this Section 13.2.

(a) If Shipper is rated by Standard & Poor's Financial Services LLC (S&P), a subsidiary of McGraw Hill Financial, Inc. and/or by Moody's Investors Service, Inc. (Moody's), Transporter may establish creditworthiness if:

- (1) (i) In the event Shipper is rated by both S&P and Moody's, Shipper's long-term senior unsecured debt securities are rated at least BBB- by S&P and at least Baa3 by Moody's, provided, however, that if the Shipper's rating is at BBB- and/or Baa3, respectively, the long-term outlook shall be Stable or Positive; or (ii) in the event Shipper is rated by only S&P, Shipper's long-term senior unsecured debt securities are rated at least BBB-, provided, however, that if the Shipper's rating is at BBB-, the long-term outlook shall be Stable or Positive; or (iii) in the event Shipper is rated by only Moody's, Shipper's long-term senior unsecured debt securities are rated at least Baa3, provided, however, that if the Shipper's rating is at Baa3, the long-term outlook shall be Stable or Positive; and
- (2) The net present value of the sum of reservation charges, usage charges and any other associated fees and charges for the contract term is less than 15% of Shipper's tangible net worth.

In the event Shipper is rated by both S&P and Moody's at levels which are not equivalent, the lower rating shall apply. For the purposes of this Section 13.2, the term "tangible net worth" shall mean for a corporation 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. If a Shipper has multiple

Service Agreements with Transporter, then the total contract commitment and imbalance exposure or potential exposure of all such Service Agreements shall be considered in determining creditworthiness.

- (b) If Shipper cannot demonstrate creditworthiness pursuant to Section 13.2(a) above, Transporter may establish creditworthiness based upon:
  - (1) (i) In the event Shipper's parent is rated by both S&P and Moody's, the Shipper's parent having a senior unsecured debt rating of at least BBB- by S&P and Baa3 by Moody's, provided, however, that if the Shipper's parent's rating is at BBB- and/or Baa3, respectively, the long-term outlook shall be Stable or Positive; or (ii) in the event Shipper's parent is rated by only S&P, the Shipper's parent having a senior unsecured debt rating of at least BBB-, provided, however, that if the Shipper's parent's rating is at BBB-, the long-term outlook shall be Stable or Positive; or (iii) in the event Shipper's parent is rated by only Moody's, the Shipper's parent having a senior unsecured debt rating of at least Baa3, provided, however, that if the Shipper's parent's rating is at Baa3, the long-term outlook shall be Stable or Positive; and
  - (2) The net present value of the sum of reservation charges, usage charges and any other associated fees and charges for the contract term is less than 15% of Shipper's parent's tangible net worth; and
  - (3) Shipper's parent issues a guaranty acceptable to Transporter.

In the event Shipper's parent is rated by both S&P and Moody's at levels which are not equivalent, the lower rating shall apply. If a Shipper's parent has multiple Service Agreements with Transporter or multiple subsidiaries with Service Agreements with Transporter in addition to Shipper's Service Agreements, then the total contract commitment and imbalance exposure or potential exposure of all of those Service Agreements shall be considered in determining creditworthiness.

- 13.3 To permit Transporter to conduct an initial or ongoing creditworthiness review, Transporter may request and a Shipper shall provide within five (5) Business Days any or all of the following:
  - (a) (i) Audited financial statements for the most current two (2) fiscal years prepared in conformity with generally accepted accounting principles (GAAP) in the United States of America or, for non-U.S. based Shippers, prepared in accordance with equivalent standards, or (ii) if Shipper's fiscal year-end financial statements are unaudited, an attestation by its Chief Financial Officer that such statements constitute a true, correct, and fair representation of financial condition prepared in accordance with GAAP or equivalent or (iii) for non-public entities, any existing

sworn filing, which provides the most recent available interim financial statements and annual financial reports filed with any applicable regulatory authority, showing the Shipper's current financial condition;

- (b) List of corporate affiliates, parent companies, and subsidiaries, if applicable;
- (c) Publicly available information from credit reports of credit and bond rating agencies;
- (d) A bank reference and at least three (3) trade references, a check of which show along with any credit reports submitted herein that Shipper's undisputed obligations are being paid in a timely manner;
- (e) Statement of legal composition;
- (f) Statement of the length of time the business has been in operation;
- (g) For state-regulated utility local distribution companies, documentation from their respective state regulatory commission (or an equivalent authority) of an authorized gas supply cost recovery mechanism;
- (h) Confirmation by Shipper that Shipper is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditor, or any informal creditors' committee agreement; and/or
- (i) Such other information as may be mutually agreed to by Shipper and Transporter.

13.4 If Shipper or Shipper's parent does not meet the criteria described in Section 13.2 above, then credit appraisal shall be based upon Transporter's evaluation of any or all of the following information and credit criteria:

- (a) Any information received pursuant to Section 13.3 above;
- (b) Consistent and nondiscriminatory financial statement analysis to determine the acceptability of Shipper's or Shipper's parent's current and future financial strength. Financial statements shall be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability;
- (c) S&P, Moody's, Dun & Bradstreet and other credit reporting agency ratings, opinions, watch alerts, and rating actions shall be considered in determining creditworthiness;

- (d) Results of credit reports and of bank and trade reference checks must demonstrate that a Shipper is paying its obligations in a timely manner;
- (e) 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; an exception may be made for a Shipper who is a debtor-in-possession operating under Chapter XI of the Federal Bankruptcy Act whereby adequate assurance is provided under purview of by the bankruptcy court having jurisdiction over such debtor-in - possession that the service billings 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;
- (f) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent;
- (g) Shipper's ongoing business relationship, if any, with Transporter with consideration being given to whether Shipper has or has had any delinquent balances outstanding for services provided by Transporter, gas imbalances, and gas loans due Transporter and whether Shipper is paying and has paid its account balances promptly according to the terms established in its Service Agreements (excluding amounts as to which there is a good faith dispute);
- (h) 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, as applicable; and/or
- (i) Any other information, including any information provided by Shipper, that is reasonably relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of the Service Agreement(s).

13.5 If a Shipper fails to establish or maintain creditworthiness or if Shipper's credit limit as determined by Transporter is insufficient to cover Shipper's total contractual obligations, Shipper may still obtain or continue service hereunder if Shipper, except to the extent otherwise agreed, provides collateral in an amount sufficient to cover three months service as determined in accordance with Section 13.5 (b)(1) plus the value of imbalance gas and loaned gas as determined in Section 13.5(b) (2) under one of the following options.

- (a) Forms of Security. Shipper may select from the following forms of security and Transporter shall not unreasonably discriminate in the forms of security it determines to accept from Shippers.

- (1) Guaranty. A Shipper may provide a guaranty of financial performance in a form satisfactory to Transporter from a corporate parent, corporate affiliate or a third party that meets the creditworthiness standards above.
  - (2) Deposit. A shipper may provide a cash deposit. If Transporter is required to draw down these funds, Transporter will notify Shipper and Shipper must replenish such funds within three (3) Business Days after receipt of such notice.
  - (3) Standby Irrevocable Letter of Credit drawn on a bank which is a U.S. bank or a U.S. branch of a foreign bank with an S&P rating of at least A or Moody's rating of at least A2 on its long-term unsecured debt securities.
  - (4) Security Interest in collateral found to be satisfactory to Transporter.
  - (5) Other security acceptable to Transporter.
- (b) Collateral Requirements. Collateral required for non-creditworthy shippers shall be an amount sufficient to cover service for three months and a value for imbalance and loaned gas as specified below.
- (1) Three months service. The amount of collateral for firm transportation Service Agreements must be sufficient to cover the highest three (3) months of reservation charges. The amount of collateral for interruptible services shall be based upon the highest three (3) months of usage during the previous twelve (12) month period for all rates and charges. If the Shipper has not contracted for or utilized interruptible transportation during the previous 12 month period, Transporter will establish the collateral requirement based upon Shipper's estimated usage for a three (3) month period as determined by Shipper and Transporter's marketing representative.
  - (2) Imbalance and Loaned Gas. In addition to the collateral requirements set forth in Section 13.5(b)(1) above, Transporter shall have the right to seek collateral to cover the value of any imbalance and/or loaned gas owed to Transporter by a non-creditworthy Shipper. Transporter may require collateral from a non-creditworthy Shipper for the value of imbalance Gas owed to Transporter under Rate Schedules FTS-1, FTS-2, FTS-3, FTS-5, LFT, ITS-1 and/or ITS-2. Such collateral amount shall equal the non-creditworthy Shipper's largest monthly imbalance quantity owed to Transporter over the most recent 12 month period valued at the MIP determined in accordance with Section 27.2 of these General Terms and Conditions. For a non-creditworthy Shipper with a new Service Agreement or a Service Agreement in effect for less than 12 months, the imbalance quantity shall be the greater of (i) 10% of Shipper's estimated monthly



usage as determined by Shipper and Transporter's marketing representative or (ii) Shipper's largest monthly imbalance owed to Transporter. The imbalance quantity shall be valued at the MIP determined in accordance with Section 27.2 of these General Terms and Conditions. The collateral requirement for loaned Gas associated with Rate Schedule GPS shall equal the maximum loaned quantity specified in Shipper's Service Agreement valued at the MIP determined in accordance with Section 27.2 herein.

#### 13.6 Security for New Lateral Facilities

In the event Transporter constructs new lateral facilities to accommodate a Shipper under Section 8.2 of these General Terms and Conditions, Transporter may (unless otherwise agreed or unless Shipper reimburses Transporter for the cost of the facilities) require from the Shipper security in an amount up to the cost of the facilities. Such security may be in any of the forms available under Section 13.5(a) of these General Terms and Conditions, at Shipper's choice. As Transporter recovers the cost of these facilities through its rates, the security required shall be reduced accordingly. Specifically, security provided by Shipper related to new facilities shall be returned to that Shipper in equal Monthly amounts over the term of its contract for service related to the new facilities or as otherwise mutually agreed by Transporter and Shipper. 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 requirement is in addition to and shall not supersede or replace any other rights that Transporter may have regarding the construction and reimbursement of facilities.

- 13.7 Transporter shall have the right to update Shipper's credit file at any time after commencement of service. Such update may be conducted by Transporter periodically and Shipper shall provide assistance and cooperation. If Transporter concludes that a Shipper is non-creditworthy or if Shipper fails to maintain adequate assurance of future performance under Section 13.5 of these General Terms and Conditions, Transporter shall provide Shipper an initial notice in writing that it has lost its creditworthiness status along with the reasons for such determination and that Shipper has five (5) Business Days after receipt of such initial notice, to provide Transporter with security consistent with Section 13.5 of these General Terms and Conditions which is adequate to cover all charges for one Month's advance service. A Shipper may challenge Transporter's determination by providing a written rebuttal to Transporter's explanation within ten (10) days after the initial notification and explanation is provided by Transporter. Transporter shall respond to such a rebuttal in writing within ten (10) days. Any reevaluation of creditworthiness by Transporter in response to such a rebuttal by the Shipper shall be based on the creditworthiness criteria set out in Section 13.4 and shall be performed as provided in Section 13.4 of these General Terms and Conditions. If Transporter determines after such reevaluation that Shipper is creditworthy, the security to cover all charges for one Month's advance service shall be released to Shipper within five (5) Business Days after such determination. In the event Transporter concludes after reevaluation that Shipper remains

non-creditworthy, Shipper shall comply with the requirement in the initial notice to provide, within thirty (30) days after the initial notice, but not less than five (5) Business Days after notice that Shipper remains non-creditworthy, the means for adequate assurance of future performance, covering the full level of security provided for under Section 13.5 of these General Terms and Conditions. If the Shipper has not satisfied either requirement in the initial notice to provide specified security within five (5) Business Days or to provide the additional specified security within thirty (30) days after the initial notice, but not less than five (5) Business Days after notice that Shipper remains non-creditworthy, Transporter may without further notice immediately suspend service to Shipper.

- 13.8 Any suspension of service hereunder shall continue until Transporter is reasonably satisfied that Shipper is creditworthy under Section 13.2 or 13.4 of these General Terms and Conditions or until Shipper has provided adequate security under Section 13.5 of these General Terms and Conditions. A Shipper shall not be obligated to pay any reservation charges for suspended service attributable to the period when that service is suspended. During the period of suspension, such Shipper may not release or recall capacity. In the event that service to a Shipper is suspended, Transporter shall have the right to remarket the capacity that is subject to the suspension on a month-to-month basis with terms not to exceed thirty-one (31) days (Interim Capacity Arrangements). Any capacity sold pursuant to this Section 13.8 shall be made available on a nondiscriminatory basis and will be assigned pursuant to the Capacity Posting and Contract Procedures provisions provided for in Section 24 of these General Terms and Conditions. Capacity sold pursuant to this Section 13.8 shall not have a right of first refusal and Transporter shall retain all proceeds associated with an Interim Capacity Arrangement. If the Shipper whose service has been suspended remedies the deficiency that gave rise to the suspension after the capacity has been remarketed to another Shipper as part of an Interim Capacity Arrangement, service to the Shipper whose service has been suspended will resume on the first Day following the expiration of the Interim Capacity Arrangement.
- (a) In the event that Transporter has suspended service to a Releasing Shipper, Transporter will not seek to remarket the Releasing Shipper's capacity pursuant to Section 13.8 without first offering the capacity to the Replacement Shipper pursuant to Section 30.8.G of these General Terms and Conditions.
- (b) Transporter may not take any action under this Section 13.8 that would violate the U.S. Bankruptcy Code or the orders of a U.S. Bankruptcy Court.
- 13.9 In addition to suspension, Transporter may terminate service if the Shipper fails to provide security consistent with Section 13.5 of these General Terms and Conditions no earlier than sixty (60) days after Transporter has provided its initial notice to Shipper pursuant to Section 13.7 herein. Any such termination requires thirty (30) days' prior notice to Shipper, Releasing Shipper, if any, and the Commission. To avoid termination, the Shipper must satisfy Section 13.5 of these General Terms and Conditions within this notice period. If the Service Agreement is terminated, Transporter shall net and/or set off, as allowed by law, all positions calculated in accordance with the provisions of the applicable Rate Schedule (i.e.,

invoiced transportation amounts, invoiced imbalance amounts, park and loans, rate refunds, etc.) against outstanding account balances due the Shipper. Transporter shall have the right to assert any liens or other interests, consistent with applicable law, against any gas remaining on its System. Transporter may not take any action under this Section 13 which conflicts with any order of the U. S. Bankruptcy Court.

- 13.10 At any time after a Shipper is determined to be non-creditworthy by Transporter, the Shipper may request a creditworthiness reevaluation by Transporter pursuant to NAESB WGQ Standard Nos. 0.3.8 and 0.3.9 as incorporated in Section 3 of these General Terms and Conditions. If Transporter determines after such reevaluation that Shipper is creditworthy without security, any security requirements under Section 13.5 of these General Terms and Conditions shall be terminated and any deposit amounts shall be released to Shipper within five (5) Business Days after such determination.

## GENERAL TERMS AND CONDITIONS

### 14. ASSIGNMENT

Any company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Transporter or of Shipper or of Operator, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under a Service Agreement. To implement such transfer, the predecessor party may, without relieving itself of its obligations under such agreement, assign its Service Agreement(s) to a company with which it is affiliated, and may assign such agreement to a non-affiliated company only with the consent of Transporter, which shall not be unreasonably withheld. In all cases, any assignee must meet the creditworthiness standards of Section 13 of these General Terms and Conditions. Otherwise, any transfer of any Service Agreement must be made pursuant to the requirements of Section 30 of these General Terms and Conditions. These restrictions on assignment shall not in any way prevent any party from pledging or mortgaging its rights under a Service Agreement or Operator Balancing Agreement as security of its indebtedness.

## GENERAL TERMS AND CONDITIONS

### 15. OPERATOR BALANCING AGREEMENTS

- 15.1 All Operators of gas transportation, processing, treating, production, or other facilities which either deliver gas into or receive gas from Transporter's system (except for customers under Rate Schedule FTS-2) must execute an Operator Balancing Agreement ("OBA") in a form consistent with the principles of the NAESB Model OBA. An OBA is a contract between two parties which specifies the procedures to manage operating variances at an interconnect.
- 15.2 Prior to execution of the OBA by an Operator, delivery of gas into Transporter's system or receipt of gas from Transporter's system shall constitute Operator's agreement to the terms of the Default OBA posted under Forms on Transporter's Internet Website located at <http://twtransfer.energytransfer.com>.
- 15.3 Transporter will make executed copies of OBA's available consistent with Federal Energy Regulatory Commission policy.

## GENERAL TERMS AND CONDITIONS

### 16. TERMINATION

#### 16.1 Termination For Default

- A. Shippers Receiving Service under the Capacity Release Program: Transporter may terminate Shipper's Service Agreement for non-payment in accordance with Section 30.8.G of these General Terms and Conditions.
- B. All other Shippers: If either Transporter or Shipper shall fail to perform any of the covenants or obligations imposed upon it or them under and by virtue of a Service Agreement hereunder, then in such event the other party may, at its option, terminate such Service Agreement by proceeding as follows: The party not in default shall cause a written notice to be served on the party in default stating specifically the cause for terminating the Service Agreement and declaring it to be the intention of the party giving the notice to terminate the same; thereupon, the party in default shall have thirty (30) days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the Service Agreement, and if within said period of thirty (30) days the party in default does so remove and remedy said cause or causes and fully indemnify the party not in default for any and all consequences of such breach, by a good and sufficient indemnity bond or otherwise, then such notice shall be withdrawn and the Service Agreement shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes or does not so indemnify the party giving the notice for any and all consequences of such breach within said period of thirty (30) days, then, after any necessary authorization by regulatory bodies having jurisdiction, the Service Agreement shall become null and void from and after the expiration of said period, provided that notice of termination has not been withdrawn prior thereto. Any cancellation of such Service Agreement pursuant to the provisions of this paragraph shall be without prejudice to the right of Transporter to collect any amounts then due to it for natural gas delivered prior to the time of cancellation, and to the right of a Shipper to receive any gas for which it has paid but has not received, although entitled thereto, prior to the time of cancellation, and for all Shippers this provision shall be without waiver of any remedy to which the party not in default may be entitled for violations of such Service Agreement.

#### 16.2 Termination For Expiration of Service Agreement

Any short-term firm Service Agreement (one with a term of less than one year) or any interruptible Service Agreement will automatically terminate upon expiration of such Service Agreement, with pre-granted abandonment of the service under the Commission's Regulations.

## GENERAL TERMS AND CONDITIONS

### 17. GOVERNMENTAL REGULATIONS

The Service Agreement, and all terms and provisions contained or incorporated therein, and the respective obligations of the parties thereunder are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction.

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GENERAL TERMS AND CONDITIONS

18. INTERNET WEBSITE INFORMATION, AND WEBSITE ELECTRONIC CONTRACTING

18.1 Transporter will maintain, at all times, an Internet Website on which Transporter will make available, the following data concerning available capacity and the borrowing/purchasing of supplies:

A) With regard to Available Capacity:

1) For unsubscribed capacity:

- i) Whether the available capacity is firm or interruptible,
- ii) the locations at which capacity is available,
- iii) the amount of capacity available at each location,
- iv) that the capacity is unsubscribed,
- v) the name of the person to contact, and
- vi) the applicable maximum rate.

2) For capacity released by a firm shipper, the procedures required by section 30 of these General Terms and Conditions and the contracting procedures required under Section 18.6.C of these General Terms and Conditions shall apply.

B) With regard to a Shipper's Request to Purchase Supplies:

If a Shipper desires to purchase supplies from a third party, then Transporter shall post, at Shipper's request, on Transporter's Internet Website:

- 1) Shipper's request to purchase,
- 2) the point(s) of proposed purchase,
- 3) the quantity requested,
- 4) the name of the Shipper's representative to contact, and
- 5) any other information as Shipper may deem necessary.

C) With regard to offers to assume or purchase capacity, the prospective Shipper will provide the information set forth in Section 30.9 of these General Terms and Conditions.



18.2 The following information is posted on Transporter's Internet Website:

- 1) Notices (critical notices, operational notices, system wide notices, etc.).
- 2) FERC Standards of Conduct and postings required by the Standards of Conduct.
- 3) Operationally Available Capacity, Unsubscribed Capacity (separate reports for daily and monthly), and Design Capacity.
- 4) Index of Customers.
- 5) Transporter's Tariff (Terms, conditions and rates), or general terms and conditions.
- 6) Transporter's agreement form for electronic contracting.
- 7) Transactional reporting in accordance with FERC Regulations.

18.3 Transporter will also provide a method for customers to download information contained in its Internet Website files.

18.4 Access to Transporter's Internet Website

Transporter shall operate on a not unduly discriminatory basis an Internet Website. Access will be available 24 hours a day except in the event of unavoidable system outages or planned system maintenance, for which prior notice shall be posted on Transporter's Internet Website.

18.5 Historical Information

- A) Transporter will backup the daily information on the Internet Website.
- B) Historical information shall be kept for a rolling three (3) year period, inclusive of both on-line and archived data.
- C) Retrieval of Historical Information

Transporter shall archive historical data off-line. User may access this data as follows:

- 1) User may send a written request or an electronic mail request to Transporter requesting the historical data required.
- 2) Transporter will retrieve and copy requested information electronically within two weeks of the date of the request, and make such available to the user.

## 18.6 Electronic Contract Execution

Shippers may request and contract for service under any Rate Schedule herein or an Operator Balancing Agreement electronically.

- A. Under the Capacity Release Program of this Tariff, a prospective Shipper or bidder may submit a Valid Bid or request transportation service electronically in accordance with Section 30 of these General Terms and Conditions. In such event, Transporter may tender a Service Agreement, and such party and Transporter may enter into and execute a Service Agreement, in accordance with an applicable Rate Schedule of this Tariff by electronic means, provided that: (1) such party shall have previously met the credit requirements of Section 13 herein and (2) that such party and Transporter mutually agree in writing to the terms and conditions of the electronic interchange of data necessary to accomplish contracting for transportation service by electronic means. The requirements in the applicable Rate Schedule that a Service Agreement be requested, tendered, and entered into (i.e. executed), and the requirement under the Capacity Release Program that a Valid Bid be submitted, shall be deemed satisfied when accomplished by electronic means.
- B. A prospective Shipper may submit a request electronically for service under any Rate Schedule herein or an Operator Balancing Agreement. In such event, Transporter may tender a Service Agreement, and such Party and Transporter may enter into and execute a Service Agreement, in accordance with an applicable Rate Schedule of this Tariff by electronic means, provided that (1) such party shall have previously met the credit requirements of the applicable Rate Schedule, and (2) that such party and Transporter mutually agree in writing to the terms and conditions of the electronic interchange of data necessary to accomplish contracting for transportation service by electronic means. The requirements in the applicable Rate Schedule that a Service Agreement be requested, tendered and entered into (i.e. executed) shall be deemed satisfied when accomplished by electronic means.
- C. Transporter and Shipper may enter into transactions and create binding obligations by means of electronic execution of documents under these procedures. These documents include, but are not limited to, Service Agreements, amendments to Service Agreements, PNR Service Agreements, Operator Balancing Agreements, and any other agreements that Transporter shall make available on Transporter's Internet Website ("Documents"). Execution of these documents under the terms mutually agreed for electronic means shall be considered, in connection with any transaction, to be a "writing" or "in writing" and any such Document shall be deemed for all purposes (a) to have been "signed" ("Signed Document") and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. All parties agree not to contest the validity or

enforceability of such Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Further, Signed Documents, if introduced as evidence on paper in any judicial arbitration, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary forms.

GENERAL TERMS AND CONDITIONS

19. ORDER No. 2004 STANDARDS OF CONDUCT COMPLIANCE

19.1 Pursuant to Section 250.16(b) of the Commission's Regulations under the Natural Gas Act, 18 C.F.R. § 250.16(b), Transporter's procedures regarding complaints are as follows:

- A. All oral and written complaints should be directed to the Chief Compliance Officer whose contact information is available on Transporter's Internet Website under Contacts.

The complaint must be specific to a particular event(s), i.e., allocation of capacity, pending requests, etc. If the complaint is vague and does not address a specific event(s), complainant will be asked to provide further details.

- B. The recipient of the complaint will contact the appropriate person for review/resolution. Transporter will initially respond to complainant within 48 hours of the complaint. Transporter will respond in writing to the complainant within 30 days of the complaint. The response shall indicate the validity of the complaint and what corrective actions, if any, should be taken.

19.2 Procedures Regarding Compliance

Pursuant to Section 284.13(a) of the Commission's Regulations under the Natural Gas Act, Transporter will comply with the Standards of Conduct contained in 18 C.F.R. Part 358 of the Commission's Regulations in the manner described in the Standards of Conduct posting on Transporter's Internet Website.

## GENERAL TERMS AND CONDITIONS

### 20. RIGHT OF FIRST REFUSAL

- 20.1 For any firm Shipper who has executed a Service Agreement in effect prior to March 27, 2000 (grandfathered) which contains a term of one year or longer, or for any Shipper who permanently replaces a Releasing Shipper under a Service Agreement in effect prior to March 27, 2000 (grandfathered) which contained an original term of one year or longer, or any firm transportation Shipper who has executed a Service Agreement on or after March 27, 2000, which contains a term of one year or longer at the maximum rate, the Shipper shall have a "right of first refusal (ROFR)" as specified below with respect to the reservation of firm capacity upon termination of the service agreement; except for any capacity that is already under contract to a third party for a future period and that is expressly sold to Shipper without a right of first refusal. If Shipper's firm Service Agreement does not qualify for the right of first refusal under this Section 20, Transporter and Shipper may mutually agree otherwise to include ROFR rights on a not unduly discriminatory basis.
- 20.2 With respect to any capacity which has ROFR rights, Transporter and Shipper may mutually agree to extend the term of the existing Service Agreement or enter into a new, currently applicable form of Service Agreement for all or a portion of such capacity at any time prior to posting of the notice of available capacity under Section 20.3. An existing Shipper may reduce its MAXDTQ through the ROFR process, provided that such a reduction of MAXDTQ is by a uniform percentage reduction for each time period if Shipper's MAXDTQ has varying levels.
- 20.3 The Shipper will notify Transporter in writing if it wants to initiate the ROFR process at least six (6) months before the expiration of the Service Agreement. Transporter will, within ten business days, begin soliciting bids from other parties, by posting notice of the available capacity, and all pertinent data on Transporter's Website for a minimum of five business days. If the Shipper does not notify Transporter at least six (6) months before the expiration of the Service Agreement, then the right of first refusal shall be extinguished and Transporter will post such expiring capacity as generally available capacity beyond the term of the Service Agreement. All available capacity shall be allocated under these procedures, and Transporter will not maintain a firm transportation queue.
- 20.4 As part of the ROFR process, Transporter shall include in its notice of available capacity:
- A. the quantity (Dth/day)
  - B. the Primary Receipt and Delivery Points
  - C. the effective date the capacity is available
  - D. the deadline for submitting bids

- E. whether Transporter is willing to consider bids at less than maximum tariff rates for all or any portion of the capacity or term
- F. the maximum tariff rate for the applicable capacity

20.5 Transporter shall then evaluate the bids as follows:

- A. Highest present value, as determined in Section 24.4.D.
- B. Transporter will determine which bid or combination of bids yields the highest total present value as set forth in A above, and will determine which bid(s), if any, are acceptable to Transporter.

20.6 Any third-party bidder who submits a bid for the available capacity shall be obligated to sign and submit, with its bid, a firm Service Agreement for such capacity at its bid price, subject to a right of first refusal by the Shipper. Any bid submitted will bind the bidder to the terms of the bid if Transporter selects such bid to receive the available capacity. If a firm Service Agreement does not accompany a bid or if the third-party bidder does not meet Transporter's creditworthiness standards, the bid shall be invalid and shall be rejected.

20.7 Bids must conform to the notice of available capacity set forth in 20.4 above, except that any third-party bidder may submit a bid for the entire quantity or a partial quantity. The bid shall also specify whether a Shipper is willing to accept a partial quantity bid in the event of tie bids or in the event that the existing Shipper elects to match a partial quantity bid by the third-party Shipper.

20.8 In the event two or more parties have bids of equal value which qualify as the best offer and which, in the aggregate, exceed the total capacity to become available, the capacity shall be allocated on a pro rata basis.

20.9 At least three months before the expiration of the Service Agreement, Transporter shall notify the Shipper as to the terms of the acceptable bid(s) it has received, if any. Shipper shall have the right to match one or more of said bid(s) pursuant to Section 20.10 below or to negotiate continued service pursuant to Section 20.11 below no later than two (2) weeks after such notice is given by Transporter.

An FTS-1 Shipper exercising its ROFR may be required to match a bid up to a maximum rate higher than the currently effective maximum rate applicable to the capacity if there is an incremental rate on the system, the system is fully subscribed, and there is a competing bid above such currently effective maximum rate.

20.10 Transporter will present Shipper with the acceptable bid(s) ranked in order of highest present value. In the event the Shipper chooses to match the price and term of one or more of the acceptable bid(s) as to the entire quantity or any partial quantity, then Transporter and Shipper shall execute a new Service Agreement containing such terms. If such Shipper matches and retains only a partial quantity of one or more of the

acceptable bid(s), the remainder of the capacity shall be allocated to the winning third-party(s) at its(their) bid price(s) unless the winning third-party(s) specified an unwillingness to accept a partial quantity. In the event the Shipper declines to match one or more of the acceptable bid(s), then Transporter shall execute the Service Agreement(s) previously submitted by the third party containing such terms; thereafter, Shipper shall have no further right to said capacity, and Transporter's obligation to perform the transportation service for Shipper shall be extinguished and abandoned.

- 20.11 In the event that no third-party(s) submit(s) an acceptable bid(s) for the available capacity or if a third-party(s) submits an acceptable bid(s) for only a partial quantity, then with respect to such available capacity for which there are no acceptable bids, the firm Shipper, if it agrees to pay the maximum rate, may continue the transportation service for any term it chooses for the entire quantity or any partial quantity, or may receive continued service at a mutually agreeable rate, volume and term.
- 20.12 Notwithstanding any other provision of this Section 20, unless Transporter has presented to the firm Shipper in writing acceptable bid(s) for matching, Transporter shall not be required to accept a bid, nor to execute a Service Agreement, containing a rate less than the maximum rate. Transporter shall indicate whether it is willing to accept bids at less than the maximum rate in the notice posting the available capacity.

GENERAL TERMS AND CONDITIONS

21. RESERVED



## GENERAL TERMS AND CONDITIONS

### 22. NOMINATION AND SCHEDULING OF CAPACITY

#### 22.1 Nominations of Receipts and Deliveries

A. Transporter supports the following standard nomination cycles (all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17):

##### 1) The Timely Nomination Cycle

On the day prior to gas flow:

- 1:00 p.m. Nominations leave control of the Shipper;
- 1:15 p.m. Nominations are received by Transporter (including from Title Transfer Tracking Service Providers (TTTSPs));
- 1:30 p.m. Transporter sends the Quick Response to the Shipper;
- 4:30 p.m. Transporter receives completed confirmations from Confirming Parties;
- 5:00 p.m. Shipper and Point Operator receive scheduled quantities from Transporter

Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day.

##### 2) The Evening Nomination Cycle

On the day prior to gas flow:

- 6:00 p.m. Nominations leave control of the Shipper;
- 6:15 p.m. Nominations are received by Transporter (including from TTTSPs);
- 6:30 p.m. Transporter sends the Quick Response to the Shipper;
- 8:30 p.m. Transporter receives completed confirmations from Confirming Parties;
- 9:00 p.m. Transporter provides scheduled quantities to the affected Shipper and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Evening Nominations should be effective at the start of the next Gas Day.

3) The Intraday 1 Nomination Cycle

On the current Gas Day:

- 10:00 a.m. Nominations leave control of the Shipper;
- 10:15 a.m. Nominations are received by Transporter (including from TTTSPs);
- 10:30 a.m. Transporter sends the Quick Response to the Shipper;
- 12:30 p.m. Transporter receives completed confirmations from Confirming Parties;
- 1:00 p.m. Transporter provides scheduled quantities to the affected Shipper and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.

4) The Intraday 2 Nomination Cycle

On the current Gas Day:

- 2:30 p.m. Nominations leave control of the Shipper;
- 2:45 p.m. Nominations are received by Transporter (including from TTTSPs);
- 3:00 p.m. Transporter sends the Quick Response to the Shipper;
- 5:00 p.m. Transporter receives completed confirmations from Confirming Parties;
- 5:30 p.m. Transporter provides scheduled quantities to the affected Shipper and Point Operator, including bumped parties (notice to bumped parties).

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

5) The Intraday 3 Nomination Cycle

On the current Gas Day:

- 7:00 p.m. Nominations leave control of the Shipper;
- 7:15 p.m. Nominations are received by Transporter (including from TTTSPs);
- 7:30 p.m. Transporter sends the Quick Response to the Shipper;

- 9:30 p.m. Transporter receives completed confirmations from Confirming Parties;
- 10:00 p.m. Transporter provides scheduled quantities to the affected Shipper and Point Operator.

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.

B. Such nominations shall contain the following information:

- 1) The contract number under which service is being nominated; and
- 2) The quantity of gas, in dekatherms, to be tendered; and
- 3) The receipt point, the upstream contract number and/or identifier code and the associated ranking; and
- 4) The delivery point, the downstream contract number and/or identifier code and the associated ranking; and
- 5) All nominations should include Shipper defined begin dates and end dates. All nominations excluding intraday nominations should have roll-over options. Specifically, Shippers should have the ability to nominate for several Days, Months, or years, provided the nomination begin and end dates are within the term of Shipper's contract.
- 6) If applicable, the affected contract number(s) and quantities of the gas nominated in Paragraph 22.1(A) above will be transported directly to another contract under Rate Schedule(s) FTS-1, LFT, FTS-2, FTS-3, FTS-5, ITS-1 or ITS-2.
- 7) Shipper rankings.
- 8) Overrun quantities shall be nominated as a separate transaction.

C. For purposes of NAESB WGQ Standard No. 1.3.2 (ii), (iii), (iv), and (v), the word "provides" 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.

D. 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 should 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 should be the new confirmed quantity.

- E. 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 should 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 intraday nomination cycle should be the new confirmed quantity.
- F. 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 should 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 should be the new confirmed quantity.
- G. The explicit confirmation process requires that the confirming party respond to a Request for Confirmation or initiate an unsolicited confirmation response. Absent mutual agreement to the contrary, explicit confirmation is the default methodology.
- H. Nominations received after the nomination deadline shall be processed after the nominations received before the nomination deadline.
- I. The receiver of a nomination initiates the confirmation process. The party that would receive a request for confirmation or an unsolicited confirmation response may waive the obligation of the sender to send.
- J. At the end of each gas day, Transporter should provide the final scheduled quantities for the just completed gas Day. With respect to the implementation of this process via the EDI/EDM, Transporter should send an end of gas Day Scheduled Quantity (NAESB WGQ Standard No. 1.4.5) and Scheduled Quantity for Operator (NAESB WGQ Standard No. 1.4.6). A receiver of either of these documents can waive Transporter's requirement to send such documents.
- K. Transporter shall use Shipper-provided rankings when making reductions during the scheduling process to the extent this methodology does not conflict with Transporter's Tariff.
- L. The sending party shall adhere to nomination, confirmation, and scheduling deadlines. The receiving party has the right to waive the deadline.

- M. Shipper shall provide to Transporter the following information: (1) the name, position and phone number of a person authorized by Shipper to submit nominations; and (2) the name and phone number of a person authorized by Shipper to perform day-to-day dispatching.
- N. If Shipper fails to comply with all the provisions of this Section 22.1, then Transporter shall not schedule the initiation of or changes to service nominated by Shipper.
- O. Transporter reserves the right to take any necessary action to verify gas is flowing as scheduled by Transporter. Upon request of Transporter, Shipper shall contact its source of supply and verify to Transporter that the source is flowing as scheduled hereunder.
- P. For in-kind fuel reimbursement methods, Transportation Service Provider should not reject a nomination for reasons of rounding differences due to fuel calculation of less than 5 Dth.
- Q. A package ID is a way to differentiate between discrete business transactions. When used, Package ID should be supported for nominating and scheduling; mutually agreed between the applicable parties for allocation and imbalance reporting; supported for invoicing (Sales and Purchase), and mutually agreed for transport invoicing. Use of the Package ID is at the discretion of the Shipper, and if sent, should be accepted and processed by the service provider.

## 22.2 Scheduling of Capacity

Transporter shall schedule all firm transportation quantities prior to the scheduling of interruptible transportation quantities. The transportation priority for fuel should be the same as the level of service as the transaction to which it applies.

- A. Firm service utilizing Primary Points within contract quantities shall be scheduled in the following order:
  - 1. Quantities scheduled from physical Primary Receipt Points to Primary Delivery Points on a pro rata basis, based upon nominated quantities received during the same nomination cycle.
  - 2. Quantities scheduled from logical (pool) Primary Receipt Points to Primary Delivery Points on a pro rata basis, based upon nominated quantities received during the same nomination cycle.
- B. Firm service utilizing Alternate Delivery Points or Alternate Receipt Points within contract quantities shall be scheduled in the order specified below.

1. Quantities scheduled inside the Primary Path utilizing Alternate Receipt Points or Alternate Delivery Points pro rata based upon nominated quantities received during the same nomination cycle.
  2. Quantities scheduled outside the Primary Path utilizing Alternate Receipt Points or Alternate Delivery Points pro rata based upon nominated quantities received during the same nomination cycle.
- C. Interruptible service under Rate Schedules ITS-1 and ITS-2 and overrun quantities on firm contracts shall be scheduled beginning with service charged the applicable maximum rate followed by firm service charged a rate less than the applicable maximum rate in sequence starting with the rate most proximate to the maximum rate (expressed as a percentage of the maximum rate). When Shippers share the same percentage of maximum rate, quantities shall be scheduled pro rata. Shippers paying a negotiated rate above the maximum rate shall be deemed maximum rate shippers for scheduling purposes.
- D. For purposes of allocating or curtailing service among Shippers under Rate Schedule PNR, Transporter shall give service priority based upon the highest total cost commitment by Shipper. For the purposes of allocating capacity under Rate Schedule PNR, Shippers willing to pay more than the maximum tariff rate will be considered to be paying the maximum tariff rate. Service will be allocated or curtailed on a pro-rata basis among Shippers willing to pay the same total cost commitment to Transporter for service under Rate Schedule PNR.
- E. After volumes have been scheduled, Transporter has the right to reduce receipts and/or deliveries of natural gas below the scheduled volume if the available capacity for such quantity is reduced as a result of force majeure or any operational consideration reasonably determined by Transporter. Such reduction shall be in reverse order of the scheduling procedures above.

### 22.3 Operational Procedure Provisions

- A. If Transporter determines, in the exercise of its reasonable judgment, that sufficient supplies are not being received by Transporter at the receipt point(s) for transportation to a Shipper, then Transporter may, at Transporter's option, unilaterally re-schedule, upon two (2) hours notice by Transporter to Shipper, on a prospective basis only, the quantities nominated by a Shipper so as to conform to the quantities being received at such point(s), or temporarily suspend deliveries to the Shipper. If scheduled quantities are not being taken at the delivery point(s), then Transporter may, at Transporter's option, unilaterally re-schedule, upon two (2) hours notice by Transporter to Shipper, on a prospective basis only, the quantities nominated by a Shipper so as to conform

to the quantities being taken at such delivery point(s), or temporarily suspend receipts of gas from the Shipper. Such two (2) hours notice shall not be applicable, and such re-scheduled volumes may be effective immediately, notwithstanding any other provision of this Section 22, in the event of operational distress, which shall be defined as including any situation which prevents Transporter from operating in a safe and efficient manner, consistent with applicable laws, rules, regulations, standard industry operating practices, and Transporter's Tariff, or from maintaining the integrity of pipeline operations; provided, however, Transporter shall not unilaterally reschedule volumes without two (2) hours notice unless such rescheduling is reasonably anticipated to reduce or eliminate said operational distress.

- B. Transporter shall not unilaterally interrupt or otherwise adjust Rate Schedule HPS service without two (2) hours notice.
- C. Upon request by Transporter, Operator shall provide estimated hourly flows to Transporter's gas control personnel.
- D. Operational purchases or sales may be utilized to manage line pack, with purchases made on those days in which Transporter determines it needs to increase line pack levels, and sales made on those days in which Transporter determines it needs to decrease line pack levels. Transporter will utilize this tool to cover non-compliance with alert days or OFOs, to compensate for the time lag inherent in utilizing tools which require advance notice, to restore in-kind quantities settled through OBA cash out at the end of the month, to maintain system pressure or as otherwise required to maintain a reasonable system balance.

#### 22.4 Alert Day

- A. Transporter shall have the right to declare an Alert Day in the event of operational distress caused by actual or anticipated flow variances at delivery points which threaten the integrity or safe operation of the pipeline. Transporter shall use reasonable efforts to resolve the situation causing the operational distress prior to declaring an Alert Day. An Underage Alert Day shall be applied to flow variances that exacerbate system conditions caused by undertakes from Transporter at a delivery point(s). An Overage Alert Day shall be applied to flow variances that exacerbate the system conditions caused by overtakes from Transporter at a delivery point(s). Transporter will localize its imposition of an Alert Day to the smallest affected area necessary to resolve the problem and to those Operator(s) and specific delivery point(s) causing the problem where such Operator(s) and specific delivery point(s) can be identified. Transporter will determine whether it will issue an Alert Day based on the operating status of the pipeline system using the following criteria: weather forecast, system conditions-line pack, overall projected pressures at monitored

locations, facility status-horsepower utilization and availability, and overall send out projections and availability. The Alert Day will be in effect only for the gas day for which it is issued. If conditions require, new Alert Days will be issued for subsequent gas days based upon the above stated criteria. Transporter shall post a low, high or normal line pack indicator at each scheduling cycle. Such posting shall be for general informational purposes only and Shippers shall not rely on such postings as permission for actual volumes to vary from scheduled volumes.

- B. Transporter shall provide as much notice of the Alert Day declaration as is reasonably possible, but in any event such notice shall be provided, for a Next Day Alert Day, by 5:00 p.m. on the day prior to the applicable gas day. When operating conditions so require a Same Day Alert Day to be declared, notice shall be given by 9:00 a.m. of the applicable gas day and shall provide that the Alert Day will become effective upon such notice. The notice shall designate whether the Alert Day is a Next Day Alert Day or a Same Day Alert Day, the estimated duration of the Alert Day condition, whether it is an Underage Alert Day or an Overage Alert Day and whether it applies system wide, only in certain affected areas, or only to certain Operator(s) and specific delivery points. Transporter shall provide affected parties with notification of Alert Days through the affected party's choice of Internet e-mail or direct notification to the affected party's Internet URL address. Unless the affected party and Transporter have agreed to exclusive notification via EDI/EDM, the affected party should provide Transporter with at least one Internet e-mail address to be used for notification of Alert Days. The obligation of Transporter to provide notification is waived until the above requirement has been met. Transporter will support the concurrent sending of electronic notification of Alert Days to Internet e-mail addresses for each affected party. Affected parties will manage internal distribution of electronic notices.
- C. In the case of an Overage Alert Day, if Operator's actual quantities at a delivery point exceed scheduled quantities at such point (an "Overage Alert Day Variance"), Operator shall be imposed Alert Day charges as follows:
  - 1. For a Next Day Alert Day, for that portion of any Overage Alert Day Variance for the applicable gas day that is more than 500 Dth or four percent (4%), whichever is greater, Operator shall pay Transporter an Alert Day charge equal to three (3) times the applicable Overage Daily Index Price ("Overage DIP"), pursuant to Section 22.4.C.3, per Dth of such variance. An amount equal to that portion of the Overage Alert Day Variance that is more than 500 Dth or four percent (4%), whichever is greater, times the applicable Overage DIP plus an amount equal to the highest transportation rate calculated on a 100% load factor basis which is applicable to the Delivery Point, shall be deducted from the collected Alert Day charge and retained by Transporter and shall be deemed to be



a resolution of the operational imbalance for such portion of the Overage Alert Day Variance, and such operational imbalance quantity shall be excluded from the operational imbalances otherwise resolved pursuant to Operator's Operational Balancing Agreement. The remaining portion of the Alert Day charge not retained by Transporter shall be deemed to be Alert Day Penalty Revenues for purposes of refunds under Section 22.4.F.

2. For a Same Day Alert Day, for that portion of any Overage Alert Day Variance for the applicable gas day that is more than 500 Dth or four percent (4%), whichever is greater, Operator shall pay Transporter an Alert Day charge equal to the applicable Overage DIP per Dth, pursuant to Section 22.4.C.3, (unless Operator is subject to an Operational Balancing Agreement that includes a daily price valuation and applies to the delivery point at which the Overage Alert Day Variance occurred) plus an amount equal to the highest transportation rate calculated on a 100% load factor basis which is applicable to the Delivery Point. Alert Day charges collected by Transporter under this Section 22.4.C.2 shall be deemed to be a resolution of the operational imbalance for such portion of the Overage Alert Day Variance that is more than 500 Dth or four percent (4%), whichever is greater, and such operational imbalance quantity shall be excluded from the operational imbalances otherwise resolved pursuant to Operator's Operational Balancing Agreement. No portion of the Alert Day charges collected by Transporter under this Section 22.4.C.2 shall be deemed to be Alert Day Penalty Revenues for purposes of refunds under Section 22.4.F.
3. The Overage DIP shall be the greater of "El Paso, South Mainline" price published in Platts Gas Daily in the table titled "Daily Price Survey", for the subject day or either of the next two days.
4. A Same Day Alert Day followed by one or more Next Day Alert Days will be considered one declaration event if such calculation reduces the Alert Day charges that would otherwise be incurred by Operator. Successive Same Day Alert Days will be considered individual declaration events.

D. In the case of an Underage Alert Day, if Operator's actual quantities at a delivery point are less than scheduled quantities at such point (an "Underage Alert Day Variance"), Operator shall be imposed Alert Day charges as follows:

1. For a Next Day Alert Day, for that portion of any Underage Alert Day Variance for the applicable gas day that is more than 500 Dth or four percent (4%), whichever is greater, Operator shall pay Transporter an Alert Day Charge equal to three (3) times the applicable Underage Daily

Index Price ("Underage DIP") per Dth, pursuant to Section 22.4.D.3, of such variance.

2. For a Same Day Alert Day, for that portion of any Underage Alert Day Variance for the applicable gas day that is more than 500 Dth or four percent (4%), whichever is greater, Operator shall pay Transporter an Alert Day charge equal to \$5 per Dth.
  3. The Underage DIP shall be the lesser of the "Transwestern, San Juan" price published in Platts Gas Daily in the table titled "Daily Price Survey", for the subject day or either of the next two days.
  4. Payment of the Alert Day charges shall not be deemed to be a resolution of the operational imbalance for any portion of an Underage Alert Day Variance, and such Underage Alert Day Variance shall continue to be resolved pursuant to the Operator's Operational Balancing Agreement.
  5. All Alert Day charges collected pursuant to this Section 22.4.D shall be deemed to be Alert Day Penalty Revenues for purposes of refunds under Section 22.4.F.
- E. Notwithstanding the provisions of Section 22.4 C or D, Transporter shall not charge Operator an Alert Day charge if the Overage or Underage Alert Day Variance is caused by a "Force Majeure" event, as defined in Section 11.1 of the General Terms and Conditions of this Tariff, a unilateral scheduling change made by Transporter at the Intraday 3 nomination cycle, or due to error, omission or request of Transporter.
- F. All penalty revenues collected pursuant to this section will be refunded to Shippers annually in accordance with Section 38 of these General Terms and Conditions.

## 22.5 OFO Procedures

- A. An Operational Flow Order (OFO) is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of the transportation service providers system or to maintain operations required to provide efficient and reliable firm service. Whenever a Transportation Service Provider experiences these conditions, any pertinent order should be referred to as an Operational Flow Order. OFOs may be declared on an emergency or non-emergency basis. A non-emergency OFO may only be implemented after an Alert Day has been implemented.

- B. Transporter shall have the right to declare an OFO when operating conditions require specific action from Shippers or Operators. Transporter shall use reasonable efforts to resolve the situation causing the operational distress prior to declaring an OFO. Transporter will localize its imposition of an OFO to the smallest affected area necessary to resolve the problem and to those Shippers or Operators causing the problem where such Shippers or Operators can be identified.
- C. Transporter shall provide as much notice of the OFO declaration as is reasonably possible. When operating conditions so require, three (3) hours notice, or lesser notice, if necessary to preserve system integrity and/or reliability, may be given and may provide that the OFO will become effective during the current gas day. The notice will provide the time and date of issuance of the OFO, the time and date the OFO is expected to become effective, the action required of the Shipper or Operator, the reason for issuing the OFO, the anticipated date and time that Transporter expects the OFO to end, and whether it applies system wide, only in certain affected areas, or only to certain Shippers or Operators. Transporter shall provide affected parties with notification of OFOs by e-mail or posting on Transporter's Internet Website. Unless the affected party and Transporter have agreed to exclusive notification via EDI/EDM, the affected party should provide Transporter with at least one Internet e-mail address to be used for notification of OFOs. The obligation of Transporter to provide notification is waived until the above requirement has been met. Transporter will support the concurrent sending of electronic notification of OFOs to Internet e-mail addresses for each affected party. Affected parties will manage internal distribution of electronic notices.
- D. When an OFO becomes effective, Shipper or Operator shall use its best efforts to comply with the OFO as soon as possible but in no event later than three hours, after which the penalty provided for in this Section shall apply. Compliance with an OFO and the other terms and conditions of Transporter's FERC NGA Gas Tariff is essential to Transporter's ability to provide deliveries and services under all Rate Schedules. A failure by one or more Shippers or Operators to comply with an OFO may affect Transporter's ability to provide such deliveries and services. If the Shipper or Operator subject to the OFO does not comply with the OFO, then the Shipper or Operator shall pay, for all Quantities delivered or received in non-compliance with the OFO, three (3) times the applicable Overage Daily Index Price ("Overage DIP") per Dth, pursuant to Section 22.4.C.3. Shipper or Operator shall be charged the greater of the Alert Day penalty or the OFO penalty, but not both, for a single event of non-compliance.
- E. An OFO may be issued for a specific period of time or until further notice is given. Transporter shall post notification and provide updated information concerning the need for the OFO on the Internet Website until Transporter

notifies Shipper or Operator that the order is no longer effective. Within thirty (30) days following the end of the OFO, Transporter will post on the Internet Website a report detailing the conditions that required the issuance and termination of the OFO.

- F. All penalty revenues collected pursuant to this section will be refunded to Shippers annually in accordance with Section 38 of these General Terms and Conditions.

#### 22.6 Intraday Nominations

- A. There is no limitation as to the number of intraday nominations (line items as per NAESB WGQ Standard 1.2.1) which a Shipper may submit at any one standard nomination cycle or in total across all standard nomination cycles. Such nominations must be submitted on a currently existing Service Agreement.
- B. Shipper shall have ability to nominate on an intraday basis on Transporter's system under the following conditions:
  - 1. 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 consistent with Shipper's Service Agreement. A nomination reduction shall not result in a revised nomination which is less than the volume of gas received or delivered on behalf of such Shipper by Transporter on that gas day.
  - 2. Shipper must obtain prior confirmation from all affected upstream and downstream Operators.
  - 3. Intraday nominations will be scheduled only if operationally feasible.
  - 4. Intraday nominations do not rollover and are applicable to one (1) day only.
  - 5. Intraday nominations may be used to nominate new supply or market.
- C. In order to nominate on an intraday basis, Shipper must submit to Transporter the information required in Section 22.1.
- D. Firm intraday nominations are entitled to bump scheduled interruptible service only during the Evening and Intraday 1 Nomination cycles. Transporter will provide advance notice of bumping to interruptible shippers. Such notice will be provided in the same manner in which Transporter provides notice of Operational Flow Orders. Transporter will provide notification of bumped volumes through the scheduled quantities statement. Transporter will also

electronically communicate notice directly to bumped Shippers in accordance with the grid-wide timeline for scheduled quantities.

- E. Bumping that affects transactions on multiple Transportation Service Providers should occur at grid-wide synchronization times only.
- F. The daily grid-wide synchronization times for scheduled flow are: the start of the gas Day, 2:00 p.m., 6:00 p.m., and 10:00 p.m.
- G. A transportation service provider exceeding the standard nomination timelines is not required to hold capacity for grid-wide nominations until a standard nomination cycle.
- H. Flow Day Diversion (“FDD”) means a nomination consistent with NAESB Standard 1.3.80, submitted during the NAESB standard nomination cycles or during the Final A.M. cycle that allows a Shipper to redirect scheduled quantities to other receipt points upstream of a constraint point or delivery points downstream of a constraint point for the same gas day, under the same contract, without a requirement that the quantities be rescheduled through the point of constraint.
- I. Final A.M. Nomination Cycle
  - 1. The Final A.M. Nomination Cycle 5 is an additional nomination cycle in which Shipper, Transporter, and upstream and downstream connected parties agree to balance changes in actual receipts and deliveries that occur after the standard Intraday 3 cycle with nominated and confirmed quantities prior to the end of the Gas Day. Receipt of nominations for the Final A.M. Nomination cycle are due by 8:00 a.m.; receipt of completed confirmations by Transporter from upstream and downstream connected parties are due by 8:20 a.m. Bumping is not allowed during this cycle.
  - 2. To the extent that Transporter and affected point operators agree to a change in gas flow after the NAESB standard nomination cycles, Shipper may submit a nomination during the Final A.M. Nomination cycle consistent with the provisions of Section 22.1.B. Transporter reserves the right to reject such nomination if actual receipts and deliveries are not consistent with such nomination.

## 22.7 Flow Control

Transporter has the right to install and/or use remote or manual flow control equipment (“Flow Control”) to preserve the operational safety and reliability of its system, and to exercise Flow Control consistent with Transporter’s service obligations under its rate

schedules. Unless otherwise mutually agreed by Transporter and point operator, Transporter's use of Flow Control with the point operator is subject to the following provisions set out in Section 22.7.

A. Flow Control Implementation

Flow limits may only be implemented at points at which Flow Control equipment has been installed, and where there exists real time metering and telemetry equipment that allows real time volume information to be communicated by Transporter to point operator through Transporter's Customer Activities Website or other agreed method of data communication.

B. Flow Control Installation

In the event remote-controlled Flow Control equipment has not been installed by Transporter at a certain point and Transporter has repeatedly issued notice of intent to use Flow Control equipment manually, Transporter may install, using reasonable judgment in a not unduly discriminatory manner, at point operator's expense, remote-controlled Flow Control equipment at such point to promote safety and reliability. Such payment requirement shall reflect Transporter's reasonable judgment. For purposes of this section, "repeatedly" shall be deemed to be three notifications of intent to use Flow Control within a twelve month period.

C. Notice to Point Operator

1. All references to Transporter providing "notice" to point operator in Section 22.7 shall be defined as requiring Transporter to provide notice using the following means:
  - (a) Phone call and
  - (b) Email
2. Notices shall at a minimum include:
  - (a) "Non-Critical Period – Flow Control Notice" or "Critical Period – Flow Control Notice" in the subject line.
  - (b) Specific time and time range that Flow Control may be enforced; and
  - (c) Reason(s) for the implementation of Flow Control.
3. If point operator manages a single interconnect and such point is subject to Flow Control limitations, Transporter shall provide notice of Flow Control pursuant to Section 22.7.C above.

4. If point operator manages multiple interconnects and such point(s) are subject to Flow Control limitations, Transporter and point operator shall communicate with each other to determine the specific interconnect(s) to be limited. Absent an election from point operator, Transporter shall implement flow limits based on Transporter's reasonable judgment. Transporter's decision shall not in any way impair existing firm rights of other point operators.

D. Flow Control during Non-Critical Periods

During Non-Critical Periods (defined as a period for which no Alert Day and OFO have been noticed), Transporter may only utilize Flow Control at points that take gas at hourly rates that exceed contractual entitlements subject to the provisions set forth below. Such utilization will allow for a minimum reasonable variation in volume deliveries. For the purposes of this section, such minimum reasonable variation in volume deliveries shall be set at four percent (4%) of the hourly volume entitlements.

1. The use of Flow Control shall be implemented only at identified Delivery Points on a specific offending point operator basis, and shall not be exercised on a lateral, area and/or segment basis.
2. If point operator has contracted for HPS, no Flow Control will be utilized.
3. If point operator has not contracted for HPS, Flow Control may be implemented with six (6) hours advanced notice if deliveries exceed the contractual hourly entitlements at the point(s) by means of notice set forth in Section 22.7.C above.
4. Flow limitations shall not be implemented during Non-Critical Periods unless Transporter has provided notice on three prior occasions within the current seasonal period that the point operator has exceeded the hourly volume limits at such points applicable for service under agreements scheduled to such points. Thereafter, Transporter may limit hourly flows in a not unduly discriminatory manner to hourly entitlements for service under agreements scheduled to such point(s). For purposes of this section, the seasonal periods shall be defined as April to October and November to March.
5. Notice to implement Flow Control to limit hourly takes must be made at least two (2) hours prior to the final NAESB intraday scheduling cycle.

6. If Transporter cannot provide HPS to a point, Flow Control shall not be utilized at such point unless otherwise agreed with the point operator.

E. Flow Control during Critical Periods

1. During Critical Periods (identified as a period for which both an Alert Day and OFO have been noticed), Transporter may utilize Flow Control at points that take gas at daily or hourly rates that exceed contractual entitlements, where such points are subject to the OFO, and subject to the provisions set forth below. Such utilization will allow for a minimum reasonable variation in volume deliveries. For the purposes of this section, such minimum reasonable variation in volume deliveries shall be set at four percent (4%) of the hourly entitlements or four percent (4%) of the daily entitlements.
2. If point operator has contracted for HPS and HPS is available, no Flow Control will be utilized.
3. If Transporter provides notice of interruption of HPS during the day of gas flow in accordance with the notice provision of GT&C Section 22.3.B, Flow Control may be implemented with three (3) hours advanced notice if deliveries exceed the contractual daily or hourly entitlements at the point(s) by means of notice set forth in Section 22.7.C above.
4. If point operator has not contracted for HPS, Flow Control may be implemented with three (3) hours advanced notice if deliveries exceed the contractual daily or hourly entitlements at the point(s) by means of notice set forth in Section 22.7.C above.
5. Transporter will localize the imposition of Flow Control to the smallest affected area and to specifically identified points within such area.

F. Flow Control during Emergency Conditions

Transporter may exercise Flow Control in the following circumstances where limited or no notice may be provided (but Transporter shall provide as much advance notice as reasonably possible).

1. In an emergency situation where safety or the integrity of the location, segment, lateral, mainline, or overall system is at immediate risk and necessitates the immediate reduction of flowing volumes or shut-in of facilities.



2. Transporter shall provide one (1) hour advanced notice in situations where overage volumes are affecting delivery pressures in surrounding areas, and may imminently affect Transporter's ability to meet obligations to deliver other firm transport quantities.
3. When immediate shut-in of non-conforming gas (i.e., gas that fails to meet the quality specifications of GT&C Section 2.1) is necessary to preserve the safety or integrity of the location, segment, lateral, mainline, or overall system.

G. Related Flow Control Provisions

1. Transporter shall not be liable in damages to Shipper for Transporter's actions or inactions relating to Transporter's use of Flow Control absent a showing that such damages were caused by Transporter's negligence. In such instance, Transporter's liability shall extend only to general damages. For purposes hereof, Transporter shall not be deemed to have been negligent unless it is shown that Transporter's actions or failure to act relating to Transporter's use of Flow Control proximately caused such damages at a time when such result was reasonably foreseeable or avoidable. Transporter's liability shall include special, continuing, exemplary, presumptive, incidental, indirect or consequential damages, including lost profits or other such elements of damage only to the extent it is shown that such damages resulting from Transporter's use of Flow Control were caused by Transporter's gross negligence, bad faith or willful misconduct.
2. Except where Transporter and point operator have mutually agreed to terms and conditions for the use of Flow Control, in addition to providing the notices to point operator, Transporter shall document in a report available on the Internet Website within thirty (30) days of the end of the event, the specific criteria and specific operational circumstances which led to Flow Control implementation.

## GENERAL TERMS AND CONDITIONS

### 23. ANNUAL CHARGE ADJUSTMENT (ACA)

The purpose of this Section 23 is to establish procedures designed to implement Section 154.402 of the FERC's Regulations which allows a natural gas pipeline to adjust its rates annually to recover from its customers annual charges assessed it by the FERC under Part 382 of the FERC's Regulations - Assessment of Annual Charges (annual charges). Transporter shall not recover any annual charges assessed by the FERC and recorded in FERC Account No. 928 in an NGA Section 4 rate case for any time period that this ACA clause is in effect.

#### 23.1 Application

In order to recover such annual charges, this Section 23 establishes an ACA unit charge per dth to be applicable to quantities of natural gas transported under Transporter's Rate Schedules FTS-1, FTS-2, FTS-3, FTS-5, LFT, ITS-1 and ITS-2. The ACA charge calculated by the Commission is in addition to any amounts otherwise payable to Transporter under said Rate Schedules.

#### 23.2 ACA Unit Charge

The ACA unit charge, as revised annually and posted on the Commission's website located at <http://www.ferc.gov>, is incorporated by reference in Transporter's Tariff. The annual charges unit charge (ACA unit charge) is stated on the Commission's website under "Natural Gas, Annual Charges, FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge." The ACA unit charge is restated to be effective each October 1 on the first day of the Commission's fiscal year.

#### 23.3 Payment by Shipper

The amount of Shipper's applicable ACA unit charge shall be due and payable concurrently with such bill for gas service as specified in Section 7.1 of these General Terms and Conditions.

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GENERAL TERMS AND CONDITIONS

24. CAPACITY POSTING AND CONTRACT PROCEDURES

24.1 Applicability

This section shall apply to the process of posting and contracting for capacity on existing facilities other than capacity which is available under the ROFR process or through the capacity release program, or as part of an expansion project.

24.2 Posting

Transporter shall maintain and update postings of unsubscribed capacity, operationally available capacity, and design capacity, in accordance with 18 CFR 284.13 and in the format set forth in NAESB standard 4.3.23.

24.3 Contracting for Available Capacity

Except as otherwise provided in Section 24.4 and Section 24.5 herein, Transporter will award offers for posted capacity (including requests to change primary receipts or primary delivery points) on a first-come, first-served basis and in accordance with the currently effective rate schedules of this tariff. Requests for sales of capacity involving incremental service will have priority over requests to change primary receipt and/or primary delivery points under existing Service Agreements. Posted capacity will be awarded on a first-come, first-served basis to any Shipper willing to pay the applicable maximum tariff rate, and a Shipper need not offer to pay a different rate (including, without limitation, a negotiated rate) that may be in excess of the maximum tariff rate to obtain such capacity. Nothing herein requires Transporter to accept requests to change primary receipt or delivery points or accept offers for available capacity at less than maximum tariff rates; provided however, that Transporter will treat all requests or offers on a nondiscriminatory basis. The unsubscribed capacity postings set forth in 24.2 above will be updated at each nomination cycle to reflect any capacity that has been awarded.

24.4 Bid Solicitation

To the extent Transporter conducts a bid solicitation for unsubscribed capacity posted on its Internet Website, all bids received during the bid solicitation period will be treated as having been received at the same time and will be awarded utilizing a present value method based on the bid criteria set forth below.

A. Bid Solicitation Notice Transporter's bid solicitation shall specify:

1. quantity (dth/day)

2. the available points, paths or segments
3. the effective date capacity is available
4. the deadline for submitting bids
5. whether Transporter is willing to consider offers at less than maximum tariff rates for all or any portion of the capacity or term
6. A Shipper need not offer to pay a different rate (including, without limitation, a negotiated rate) that may be in excess of the maximum tariff rate to obtain such capacity.
7. Whether there is a pre-arranged Shipper that has submitted a binding offer to Transporter in advance of the bid solicitation and the applicable rate, rate schedule, volume, term, primary and alternate points and any applicable discounts of such offer. Any creditworthy party that is not an affiliate of Transporter may submit a pre-arranged offer.

B. Minimum Bid Solicitation Timelines

The following are the minimum periods that the notice of a bid solicitation will be posted:

1. For a term of up to one (1) year, the bid solicitation period shall be a minimum of one (1) business day.
2. For a term of greater than one (1) year, the bid solicitation period shall be a minimum of three (3) business days.

C. Bids

To be considered a valid bid, bids must be binding, must be received by the bid solicitation deadline and must specify:

1. the quantity desired (and whether the shipper is willing to accept a portion of the quantity)
2. primary receipt point(s)
3. primary delivery point(s)
4. the term

5. reservation rate

D. Bid Evaluation

Valid bids will be evaluated by determining the highest present value using the current Commission interest rate as defined in 18 C.F.R. Section 154.501(d) pursuant to the following formula:

$$R \times \frac{1 - (1 + i)^{-n}}{i} \times Q \times 30.4 \text{ days/month} = \text{present value}$$

where: i = interest rate per month using the current Commission interest rate as defined in 18 C.F.R. Section 154.501(d)

n = term, in months

R = the rate bid (\$/dth reservation charge, if a two-part rate, or if a one-part rate, the reservation charge plus the usage rate), and

Q = the Quantity stated in dth/day

If Transporter receives both maximum rate bids and negotiated rate bids, then any negotiated rate bid exceeding the maximum tariff rate shall be considered equal to the maximum tariff rate for the purpose of evaluation.

Transporter will award the capacity to the Shipper(s) whose bid(s) represents the highest total present value, subject to the right of a pre-arranged Shipper, if any, to promptly match the highest bid(s). For purposes of determining the highest total present value, Transporter will consider the guaranteed incremental revenues from the bid or combination of bids that yield the highest total present value. Bids submitted against pre-arranged postings do not have to utilize the exact points of the pre-arranged transaction but must be related to the same primary path and outline any requested alternate rights.

Bids with equal present value will be awarded on a pro rata basis, provided however, that if one or more of the parties with equal bids is unwilling to accept a portion of the quantity desired, then such bid(s) will be eliminated from the pro rata calculation.

Irrespective of whether a bid has the highest net present value of bids received, Transporter may reject bids for service that may detrimentally impact the operational integrity of Transporter's system, do not satisfy all the terms of the specified posting, or contain terms and conditions other than those set forth in Transporter's tariff. Transporter may, but shall not be obligated to, award capacity to bids that are not for continuous service at a constant MAXDTQ for the entire term of the service.

- E. Transporter will notify all bidders of the acceptance or rejection of their respective bids by the close of the business day following the bid solicitation deadline. Transporter is not obligated to accept any bid at less than the applicable maximum tariff rate.
- F. To the extent that capacity becomes available for paths on the San Juan lateral or paths on the mainline west of Thoreau, Transporter will, prior to awarding such capacity for a term greater than thirty-one (31) days, post the availability of such capacity for bidding for the minimum timelines set forth in Section 24.4.B above, and any bids received during the timeline will be evaluated in accordance with the bid solicitation procedures set forth in Section 24.4.D above. Otherwise, Transporter is not obligated to conduct a bid solicitation for any paths or for point capacity that becomes available from time to time (including capacity that becomes available as a result of a Shipper's changes to primary receipt and/or delivery points).

#### 24.5 Reservation of Unsubscribed Capacity in Conjunction with a Proposed Expansion Project

Transporter may, in conjunction with a proposed expansion of Transporter's system, reserve generally available capacity, which includes capacity from expiring contracts, provided that:

- A. Transporter has held an open season for such proposed expansion.
- B. Generally available ("unsubscribed") capacity is posted on Transporter's Internet Website in accordance with Section 18.1(A)(1) of this Tariff.
- C. Unsubscribed capacity to be reserved will be posted on Transporter's Internet Website for at least five (5) business days. Any party wishing to bid on capacity to be reserved must submit a request in accordance with Sections 18 and 24 of these General Terms and Conditions, and must be in accordance with the minimum bid requirements in Section 24.5.D, below.
- D. To the extent that there is not sufficient generally available capacity for a proposed expansion and Transporter proposes to construct new facilities to provide incremental capacity, then Transporter shall make a non-binding solicitation to existing firm Shippers for turnback capacity to minimize the new facilities to be constructed, subject to the following conditions:
  - 1. To participate in any such solicitation, a Shipper must have capacity under a firm Service Agreement with a remaining term and with primary receipt and delivery point rights that would allow the use of such capacity in connection with the proposed expansion project and that would avoid the need for construction of new facilities.

2. Any firm Shipper holding capacity that qualifies under subsection 24.5.D.1 ("Qualified Capacity") may submit a written offer in response to Transporter's solicitation ("Turnback Offer") that specifies (1) the volume of Qualified Capacity that such Shipper wishes to turn back (which may be less than the total maximum daily quantity under such Shipper's contract(s)), (2) the applicable primary receipt and delivery points, and (3) the rate that such Shipper is currently paying with respect to such Qualified Capacity ("Existing Rate"). If the Existing Rate is greater than the proposed rate that Transporter will receive from Shippers participating in the expansion project ("Expansion Rate"), then the Shipper shall, as part of its Turnback Offer, either: (1) agree to pay Transporter on a monthly basis the difference between the two rates during the remaining term of the Shipper's existing contract(s); or (2) offer to make one or more payments to Transporter in an amount proposed by Shipper and set forth in its Turnback Offer to mitigate any revenue reduction that would be experienced by Transporter as a result of the turnback of such capacity, provided that in no event shall such payment(s) exceed the net present value (as determined in accordance with Section 24.4.D) of the difference between the Existing Rate and the Expansion Rate over the remaining term of the Shipper's existing contract(s).
3. Transporter will accept a Turnback Offer if the volume of Qualified Capacity subject to such Turnback Offer is sufficient to eliminate the need to construct facilities and if such Turnback Offer is not economically detrimental to Transporter.
4. To the extent that Transporter receives multiple Turnback Offers and elects to accept at least one, Transporter will first accept the Turnback Offer that results in the lowest decrease in the firm transportation revenues to be collected by Transporter. If Transporter then elects, in its sole discretion, to accept any additional Turnback Offers, Transporter will next accept the Turnback Offer that results in the second lowest decrease in the firm transportation revenues to be collected by Transporter, and so on until Transporter determines that it will accept no further requests. If Transporter receives two or more Turnback Offers that result in the same impact on the firm transportation revenues to be collected by Transporter, Transporter shall accept such requests on a pro rata basis.
5. Any requests for capacity turnback that are accepted by Transporter in accordance with subsection 4 above shall become binding on Shipper upon acceptance by Transporter and shall be effective only upon the in-service date of the applicable expansion project.

- E. The information Transporter shall post regarding capacity to be reserved on its website shall include:
  - 1. a description of the expansion project for which the capacity is being reserved and the estimated in-service date;
  - 2. the location and quantity of the capacity being reserved;
  - 3. the minimum acceptable bid for the available capacity posted to be reserved. The minimum acceptable bid shall be the lowest total present value calculated under Section 24.4.D above in evaluating all expansion precedent agreements or expansion contracts.
- F. The capacity is reserved for a period beginning no earlier than twelve (12) months prior to the filing by Transporter of an NGA Section 7 certificate application requesting FERC authorization for such system expansion and ending upon the in-service date of the expansion.
- G. Capacity so reserved will remain available on a limited term basis for open access transportation for any Shipper requesting such capacity during the interim period preceding the in-service date of the expansion. Transporter reserves the right to limit any extension rights provided in the Service Agreement and Section 20 herein.
- H. Any capacity reserved for a proposed expansion that does not go forward, for any reason, shall be reposted as generally available capacity within thirty (30) days of the date the capacity becomes available.

#### 24.6 Contract Extension

- A. Prior to the expiration of the term of any existing maximum rate, discounted rate or negotiated rate Service Agreement and prior to posting the availability of the capacity under Section 20 of these General Terms and Conditions, if applicable, Transporter and the existing Shipper may mutually agree to renegotiate the terms of such Service Agreement in exchange for Shipper's agreement to extend the term of at least a portion of its obligations under a restructured Service Agreement (the exact terms, including the length, quantity and rate (maximum, discounted or negotiated), of which are to be negotiated on a case-by-case basis in a not unduly discriminatory manner).
- B. At any time a Shipper elects to extend an existing Service Agreement, when the terms and conditions of such agreement are not consistent with the then current applicable Form of Service Agreement in this Tariff, Transporter may, on a not unduly discriminatory basis, require Shipper to enter into a new conforming Form of Service Agreement covering such extended service term.



24.7 Contract Reduction Right of Buyout

Shipper may elect to reduce its contract quantity during the term of its Service Agreement.

A. Eligibility

Shipper may elect to reduce some or all of the contract quantity on its firm Service Agreement by making one or more of the following cash payments to Transporter.

The total amount of the cash payment that Shipper must pay Transporter shall be one hundred percent (100%) of the net present value of the reservation charge payments applicable to the reduced quantities that Transporter would have otherwise received had Shipper continued to pay Transporter under the remaining term of the Service Agreement. The economic value shall be calculated in accordance with Section 24.4.D hereof.

B. Notice

Shipper shall give Transporter sixty (60) days prior written notice of the date it elects to exercise this contract Quantity reduction option.

C. Level of Reduction

Unless otherwise agreed, any reduction in contract quantity shall result in a pro rata reduction in Shipper's Quantities at Primary Receipt Points and Primary Delivery Points.

D. Effective Date

The reduction shall take effect on the requested date following the sixty (60) days notice period. The payment required under Section 24.9.A must be received by Transporter prior to the effective date of the reduction.

E. To be eligible for any contract Quantity reduction option, any costs that Shipper has agreed to reimburse Transporter for facilities constructed or installed by Transporter to provide service under Shipper's Service Agreement(s) shall have been fully reimbursed.

F. Shipper must pay all its outstanding invoices before Shipper is eligible for any contract quantity reduction.

GENERAL TERMS AND CONDITIONS

25. RECEIPT AND DELIVERY PRESSURE

- 25.1 Shipper agrees to tender, or cause to be tendered, gas for transportation at the Receipt Point(s) identified in its Service Agreement at pressure sufficient to effect delivery into Transporter's facilities not to exceed the maximum allowable operating pressure; provided however, Transporter shall have no obligation to provide compression and/or alter its system operation to enable Shipper to effectuate such deliveries.
- 25.2 Transporter agrees to transport and deliver Gas to Shipper, or for Shipper's account, at the Delivery Points identified in Shipper's Service Agreement; provided however, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate such deliveries. Transporter and Shipper may agree to a minimum delivery pressure at certain Delivery Points as stated in the Service Agreement.

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GENERAL TERMS AND CONDITIONS

26. REQUESTS FOR SERVICE

- 26.1 Valid requests for new transportation service shall be made electronically pursuant to the procedures in Section 18.6 of the General Terms and Conditions of this Tariff, by email to Contract Administration as posted in Transporter's Internet Website or in writing to:

Transwestern Pipeline Company, LLC  
Commercial Group  
1300 Main Street  
Houston, TX 77002

Standardized request forms shall be available for Shipper's convenience on Transporter's Internet Website or by contacting any Transportation Representative of Transporter or by writing to the address referenced above. Valid requests to amend existing service shall be made electronically pursuant to the procedure in Section 18.6 of the General Terms and Conditions of this Tariff or by email to Contract Administration as posted on Transporter's Internet Website. Valid requests to amend Primary Receipt and/or Primary Delivery Points under existing Service Agreements must be received by Transporter on a Business Day before 9:30 a.m. CCT for the Timely Cycle .

- 26.2 The specific information required from a Shipper for a valid request for transportation service shall include the information specified in Transporter's current standardized service request form, as such may be revised from time to time. A valid request shall include sufficient information to determine Shipper's creditworthiness in accordance with Section 13 herein.
- 26.3 Upon Transporter's acceptance to provide the requested service, Transporter shall tender to Shipper for execution a Service Agreement in the form as contained in Transporter's Tariff. Such tender and execution may be by electronic means.
- 26.4 Except as otherwise provided in Section 20, 24 or 30, requests for transportation will be deemed null and void if Shipper fails to provide Transporter with a fully executed Service Agreement within fifteen (15) days after Transporter has tendered such Service Agreement to Shipper.

- 26.5 By execution of the Service Agreement, Shipper certifies that Shipper has, or will have, prior to nominating gas under such Service Agreement and during transportation of such gas on Transporter's system, title to the gas to be delivered to Transporter for transportation, and has entered into or will enter into those arrangements necessary to assure all upstream and downstream transportation will be in place prior to the commencement of service.

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27. SHIPPER IMBALANCE RESOLUTION PROVISIONS:

Although Shippers must submit balanced nominations (nominated deliveries must equal nominated receipts less fuel), and notwithstanding the fact that Transporter has OBA's at all points, minor inadvertent Shipper imbalances can be created as a result of the simultaneous confirmation process. A Shipper Imbalance on a Service Agreement shall be defined as a volume variance between the Service Agreement's scheduled receipts less fuel and the Service Agreement's scheduled deliveries which occurs when a confirming party, in the Intraday 3 Cycle, confirms a different quantity than was submitted for confirmation.

27.1 The Shipper Imbalance shall be resolved in accordance with the provisions of Section 27.5 below.

27.2 The MIP applicable to a Shipper Imbalance shall be determined by the location(s) in which the confirmation quantities differed. The MIP for each month shall equal the average of the daily prices for that month as reported in Gas Daily's table entitled "Daily Price Survey" for delivery into Transporter's mainline system for the following:

Imbalance Location *****	MIP Gas Daily - Daily Price Survey *****
East of Thoreau Area	"Permian Basin Area, Transwestern"
North of Blanco	"New Mexico - San Juan Basin, El Paso - Bondad"
Blanco	"New Mexico - San Juan Basin, El Paso - San Juan Basin"
West of Thoreau, Except PG&E Topock	"Others, SoCal Gas"
West of Thoreau - PG&E Topock	"Others, PG&E, South"

If a range of prices is shown for any particular day, the midpoint of such range shall represent that day's price at a particular location.

If for any reason, Gas Daily ceases to be available for a particular month, the MIP for that month will equal the average of the applicable daily prices (excluding weekends and holidays) for each above-described location for the applicable month as reported in any other generally accepted available industry publication chosen by Transporter.

27.3 Transporter will post the MIP for each month on its Internet Website within one (1) business day following the end of the applicable month.

27.4 No penalties shall be applicable to Shipper Imbalances.

27.5 Resolution of Shipper Imbalances:

Imbalances between Shippers and Transporter may be offset by netting and trading.

Imbalance netting and trading activity shall follow the steps outlined below.

- A. To the extent the Shipper has multiple points within the same imbalance location at which imbalances accrue, such monthly imbalances held by a single legal entity shall be accumulated and netted prior to the posting of imbalances as provided for in (B) below.
- B. On or before the ninth (9th) business day of the month, Transporter will post on its Internet Website each Shipper's volumetric imbalance by imbalance location.
- C. A Shipper may negotiate with other Shippers to trade the volumetric imbalances (as posted in accordance with (B) above) within each imbalance location. This trading will occur only between Shippers (Transporter will not be involved).
- D. All Shippers will have until the close of the 17th business day of the month to complete imbalance trading.
- E. Shippers must notify Transporter prior to the close of the 17th business day via fax or e-mail of the volumes traded and the trading partners (all Shippers involved in the trade must notify Transporter of the intent and amount traded).
- F. Imbalance netting and trading will be completed at no additional cost to the Shipper.
- G. After close of the 17th business day of the month, Transporter will calculate the Shipper's final volumetric imbalance. Any remaining volumetric imbalances will be assigned a dollar value by applying the applicable MIP as set forth in Section 27.2 above. Such dollar amounts will be due and payable by the 20th business day of the month. Interest shall accrue on the dollar value of the Imbalance from such date due until the date of payment, at the interest rate set forth in 18 CFR 154.501(d)(1), as may be amended from time to time.
- H. Any discrepancies between notifications to Transporter by trading parties will result in the trade not being confirmed and the imbalances to both Shippers will be subject to the applicable imbalance valuation and cash-out provisions outlined above.

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### 28. RECEIPT / DELIVERY POINT AREAS:

Service under this Tariff is divided into four Receipt/Delivery Point Areas as shown in Part III of this Tariff.

The East of Thoreau Area includes the area that is east of a line extending north and south of a point on Transporter's mainline facilities located approximately 26 miles west of the existing Thoreau Compressor Station in McKinley County, New Mexico (herein referred to as the "Thoreau/San Juan Point"), excluding the San Juan Lateral Area. The East of Thoreau Area does not include the San Juan Lateral Area.

The West of Thoreau Area includes the area that is west of a line extending north and south of the Thoreau/San Juan Point and excluding the San Juan Lateral Area.

The San Juan Lateral Area includes the area that: 1) is east of a line extending from the Thoreau/San Juan Point to the southwest corner of San Juan County, New Mexico, extending north along the state line dividing Arizona and New Mexico, 2) is west of a line extending from the Thoreau/San Juan Point to the southeast corner of San Juan County, New Mexico extending north along the county line dividing San Juan County and Rio Arriba County, New Mexico, and 3) includes La Plata County, Colorado.

The Phoenix Area includes the area that is south of a line extending east and west of a point at approximate milepost 235.7 on Transporter's mainline near the city of Ash Fork in Yavapai County, Arizona.

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29. NONDISCRIMINATORY GATHERING ACCESS

- 29.1 Transporter will provide nondiscriminatory access to all sources of supply in accordance with Part 284 of the Commission's Regulations and will not give shippers transporting gas on gathering facilities owned in whole or in part by an affiliate undue preference over shippers of nonaffiliated gatherers or other customers in scheduling, transportation, storage or curtailment priority.
- 29.2 Transporter will not condition or tie its agreement to provide transportation service to:  
(1) an agreement by the producer, customer, end-user, or shipper relating to any service offered by an affiliate offering gathering services; (2) any services offered by Transporter on behalf of a gathering affiliate; or (3) any services in which a gathering affiliate is involved.



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### 30. CAPACITY RELEASE

In this Section 30, Releasing Shipper shall mean a Shipper who releases or is seeking to release all or any part of its firm transportation capacity to a third party.

Replacement Shipper shall mean a third party who receives either temporarily or permanently released capacity, as defined below, from the Releasing Shipper under the Capacity Release Program.

For Index-based Capacity Release, Rate Floor shall mean the lowest rate specified in the capacity release Offer in dollars and cents that is acceptable to the Releasing Shipper. The Rate Floor may not be less than Transporter's minimum reservation charge or zero cents when there is no stated minimum reservation charge.

For Index-based Capacity Release, Rate Default shall mean the non-biddable rate specified in the capacity release Offer to be used for invoicing purposes when the result of the index-based formula is unavailable or cannot be computed. If a Rate Default is not otherwise specified the Rate Floor should serve as the Rate Default.

#### 30.1 Introduction

Permanent Release: Under the FTS-1, LFT, FTS-3 and FTS-5 Rate Schedules, Releasing Shipper will have the ability to permanently release its capacity, or any portion thereof. Transporter is not required to but may choose to accept a bid at less than the rate provided for in Releasing Shipper's Service Agreement provided that (i) Releasing Shipper remits as an exit fee, a lump sum payment for the positive difference between the rate provided for in the Releasing Shipper's Service Agreement and the bid rate for the full term of the capacity release, or agrees to remain liable for any positive difference between the Releasing Shipper's contract rate and the bid rate for the full term of the capacity release, and (ii) when the Releasing Shipper's contract is at maximum tariff rates, Transporter and Replacement Shipper reach agreement on a mechanism permitting the periodic adjustment to the bid rate to reflect subsequent rate adjustments filed for and approved by the FERC. Upon such permanent release, except as provided for herein for releases at less than the Releasing Shipper's contract rates, Releasing Shipper is relieved of its obligation to Transporter for payment of reservation charges and any surcharges to the reservation charge.

Temporary Release: Under the FTS-1, LFT, FTS-3 and FTS-5 Rate Schedules, Releasing Shipper will have the ability to temporarily release its capacity, or any portion thereof, for a term designated by Releasing Shipper not to exceed the term of its underlying Service Agreement. Upon such release, Releasing Shipper remains responsible to the

Transporter only for payment of reservation charges and any surcharges to the reservation charge, in compliance with the underlying Service Agreement.

Releasing Shipper has the right to tender its capacity to Transporter to be released to potential Replacement Shippers. The release of capacity is a permanent or temporary release of capacity from specified receipt points to specified delivery points, for a designated term and rate.

### 30.2 Evaluation Methods

All capacity available for release shall be allocated to the Replacement Shipper(s) based upon one of the following methods, as determined by Releasing Shipper:

- A. Highest rate
- B. Highest net revenue
- C. Highest present value calculated in accordance with Section 24.4 herein
- D. Shipper designated method.

For Index-based Capacity Release, Releasing Shipper will provide the necessary information and instructions to be used for the evaluation method.

### 30.3 Offer to Release Capacity

- A. During any period in which Releasing Shipper wishes to release its firm capacity, the following information relating to the availability of such capacity shall be posted on Transporter's Customer Activities Website:
  - 1. MAXDTQ available per day, in dekatherms, and the total release period quantity,
  - 2. term of availability, and any rollover or evergreen provisions,
  - 3. receipt and delivery points, and any restrictions which will be placed on the modifications of Primary Receipt and primary Delivery Points,
  - 4. rates,
  - 5. whether and to what extent the capacity (under temporary release) will be subject to recall, and the terms and conditions applicable to such right to recall or reput,
  - 6. the method under which capacity is to be allocated,

7. the party to contact,
  8. the method by which ties will be broken,
  9. If minimum conditions are to be disclosed during the open season, any minimum conditions concerning the rate, term, or volume that the Releasing Shipper is willing to accept, including whether a volumetric rate will be accepted and, if so, the method for evaluating such bid,
  10. whether the Releasing Shipper is willing to accept contingent bids and when the contingency must be removed,
  11. the date when bids and executed Service Agreements must be submitted,
  12. whether the release is permanent or temporary,
  13. whether the release is a re-release, and
  14. for Pre-Arranged releases, whether the release is to an asset manager or a marketer participating in a state- regulated retail access program, as defined by FERC regulations at 18 C.F.R. 248.8,
  15. for Index-based Capacity Release, a Rate Floor specified by Releasing Shipper, and
  16. other special terms or conditions, if any.
- B. Any Releasing Shipper offering capacity for Capacity Release will, by electronically posting capacity or by having Transporter electronically post capacity, automatically enter into an amendment to Shipper's underlying contract, subject to procedures set out in Section 18.6 of these General Terms and Conditions. Such amendment shall take effect only upon the confirmation of a prearranged transaction or upon the award of such capacity.
- C. The information set forth in the Offer to release capacity shall be posted on Transporter's Customer Activities Website by the Releasing Shipper, or by Transporter if requested by Releasing Shipper. Transporter shall only post completed offers to release capacity. Such information shall be posted in accordance with the minimum time periods set forth in Section 30.4. With respect to offers to be posted by Transporter, Transporter shall post any such offer upon receipt, unless the Releasing Shipper requests otherwise. The Releasing Shipper may request a posting time consistent with the time lines set forth in Section 30.4. A Releasing Shipper shall separately provide to

Transporter any minimum conditions that are not to be disclosed in the offer to release capacity.

- D. The following information shall be included in the offer to release capacity:
1. the maximum reservation rate (including demand-type surcharges) specifically applicable to the shipper's capacity being released,
  2. the date and time by which bids must be submitted under the applicable allocation method,
  3. the date and time the notice is posted on the Customer Activities Website and
  4. latest date and time capacity will be awarded in accordance with the time lines set forth in this Section 30.
- E. Withdrawal of offer to release capacity: The Releasing Shipper may withdraw or cause Transporter to withdraw the offer to release capacity up to the close of the applicable bid submittal period; provided, however, withdrawal will be allowed only if the Releasing Shipper has an unanticipated requirement for the capacity and no minimum bid has been made. An offer to release capacity is binding until notice of withdrawal is received by Transporter on its Customer Activities Web site.
- F. Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. The Releasing Shipper shall submit the Releasing Shipper's recall or reput notices to Transporter using Transporter's Customer Activities Website in accordance with the deadlines and procedures established in the NAESB Standards. Notification by Transporter to all affected Replacement Shippers for each recall that is processed shall be through direct notice using Internet E-mail or direct notification to Shipper's Internet URL address. Shipper is responsible for providing current addresses to Transporter. Failure of Shipper to maintain current addresses on file with Transporter will relieve Transporter of this obligation. Transporter has the right to rely on a Releasing Shipper's notice and a Releasing Shipper shall defend and indemnify Transporter against any claims, losses, liabilities, or expense (including reasonable attorney's fees) resulting from claims by any Replacement Shipper that released capacity was not recalled in accordance with the recall rights specified in the Releasing Shipper's offer.

30.4 Minimum Time Periods for Biddable Released Capacity

The following are the minimum time periods for biddable released capacity based on the term for which that capacity is released. The offers may be posted for any longer periods of time.

A. For biddable releases (1 year or less):

1. Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
2. Open season ends at 10:00 a.m. on the same or a subsequent Business Day.
3. Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
4. If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.
5. Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.
6. The contract is issued within one hour of the award posting (with a new contract number, when applicable).
7. Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

B. For biddable releases (more than 1 year):

1. Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
2. Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.
3. Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
4. If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.

5. Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.
6. The contract is issued within one hour of the award posting (with a new contract number, when applicable).
7. Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

30.5 Open Bids / Withdrawal of Bids

A. Open Bids - The bidding process shall be open.

1. During the open season and bid submittal periods, all valid bids will be posted listing all pertinent terms and conditions of the valid bids without posting bidders' names.
2. A bidder may not have more than one bid submitted for a given package of released capacity at the same time, except that it may withdraw a bid as specified below.
3. There will be no extensions of the original bid period or the pre-arranged deal match period.

B. Withdrawal of Bids

1. A bidder may withdraw a bid for the released capacity up to the close of the open season or bid submittal period.
2. Once a bidder has withdrawn its bid, the bidder may only submit a new bid for that released capacity at a higher rate.
3. Bids are binding until notice of withdrawal is received by Transporter on its Customer Activities Web site.

- C. Valid Bids: In order to be valid, a Bid must include a completed bid form and an executed firm transportation Service Agreement (including electronically executed) which conforms with and adheres to the method specified in the Offer to release capacity and is submitted within the required time period for such Offer to release capacity. A valid bid may contain Transporter's maximum reservation rate as an alternative to Releasing Shipper's capacity release Offer, except when the capacity release is index-based for a term of one year or less or utilizes market-based rates. Invalid bids will be rejected.

Any Pre-Arranged Shipper acquiring capacity through capacity release which confirms a prearranged transaction and any Replacement Shipper which submits a bid for posted capacity will, by confirmation or entering a bid, respectively, automatically enter into a service agreement for the service set out in the posting of the prearranged transaction or in the bid, respectively, effective upon the respective confirmation or award of such capacity.

- D. Bid Evaluation: Transporter will evaluate and rank all bids in all situations in accordance with the evaluation methodology specified by the Releasing Shipper in the offer to release capacity. Such timely bid, if determined to be valid, should be evaluated by Transporter for the purpose of identifying the winning bidder associated with the offer upon which the bid was made. The evaluation period will end in accordance with Section 30.4.
- E. Award Posting:
  - 1. Transporter will communicate the award of released capacity and will issue the contract in accordance with Section 30.4; provided however, in the event of a non-biddable pre-arranged deal, then Transporter will post the award of released capacity.
  - 2. Transporter shall post the award regarding each transaction on its Customer Activities Website for a period of seven (7) days. Irrespective of when the notice of completed transaction is posted, service shall commence once capacity has been awarded and a Service Agreement has been executed by both parties.

### 30.6 Procedure for a Pre-Arranged Deal

When capacity is released under a pre-arranged deal, the posting and bidding procedure set forth in this Section shall apply and the terms of such deal shall be posted on Transporter's Customer Activities Website as soon as possible, but not later than the first nomination, after the release transaction commences. In addition, Transporter will provide a copy of the pre-arranged deal to any requesting party within one business day.

#### A. Procedures for Pre-Arranged Deals Not Subject to Bid

There shall be no posting and bidding procedures for the following non-biddable pre-arranged deals: (1) releases to an asset manager, as defined by FERC regulations at 18 C.F.R. 284.8, (2) releases to a marketer participating in a state-regulated retail access program as defined by FERC regulations at 18 C.F.R. 284.8, (3) releases for more than one year at the maximum rate, or (4) releases with terms of thirty-one (31) days or less, unless Releasing Shipper provides otherwise.

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 NAESB WGQ Standard No. 1.3.2. The posting deadlines are:

- Timely Cycle 12:00 Noon
- Evening Cycle 5:00 p.m.
- Intraday 1 Cycle 9:00 a.m.
- Intraday 2 Cycle 1:30 p.m.
- 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.

B. Procedures for Bidding on a Pre-arranged Deal

1. Third Party Bid: Any third party may submit a bid for the released capacity by offering a better bid than the posted bid for said capacity, with rates not to exceed the maximum rate which may be collected by Transporter.
2. Third Party Obligation: Any third party bid shall be identical to the pre-arranged deal, excluding those terms which are subject to bidding as set forth in the offer to release capacity.
3. Bid Evaluation: Subject to the Pre-Arranged Shipper's posting and bidding procedure, capacity shall be allocated to such third party (or parties, if the winning bids are for portions of the total capacity available) submitting the best bid, as determined by Transporter, based upon the Releasing Shipper's criteria. In the event two or more third parties submit equivalent best bids, as determined by Transporter, based upon the Releasing Shipper's criteria and such bids are for more than the total available capacity, the capacity shall be allocated by means of any non-discriminatory, objective standard designated by Releasing Shipper, and included in the offer to release capacity (or, if no designation, then by means of a pro rata allocation).
4. Pre-Arranged Shipper posting and bidding procedure: In the event a third party(ies) submits a better bid than the Pre-Arranged Shipper, Transporter shall communicate, in accordance with Section 30.4, to the Pre-Arranged Shipper, that a third party(ies) has submitted a better bid.



The Pre-Arranged Shipper shall have the right to match said offer during the minimum time period set forth in Section 30.4.

If the Pre-Arranged Shipper chooses to match the better bid, then Transporter shall allocate said capacity to the Pre-Arranged Shipper. In the event the Pre-Arranged Shipper declines to match the better bid, the Pre-Arranged Shipper shall have no further right to said capacity, and Transporter shall assign said capacity to the successful bidding third party(ies).

### 30.7 Additional Provisions

- A. Direct Postings: If a Releasing Shipper directly posts an offer to release capacity or if a bidder directly posts a bid on Transporter's Customer Activities Website, such offer/bid shall be subject to certain corrections by Transporter for errors discovered upon Transporter's review of such offer/bid. Transporter shall have the right to amend any offer/bid found to be incorrect after Transporter verifies such offer/bid within twenty-four (24) hours of the posting of such offer/bid. Transporter shall notify Releasing Shipper/bidder prior to amending any such offer/bid.
- B. Service Agreement Amendments: No amendments may be made to the Service Agreement except that: 1) a Replacement Shipper, to the extent not restricted under the terms of its Service Agreement, shall have the same right to change Primary Receipt and Delivery Points as any other FTS-1, LFT, FTS-3 or FTS-5 Shipper; and 2) upon mutual agreement of the Releasing Shipper and the Replacement Shipper, the Service Agreement will be terminated by Transporter.
- C. Marketing of Released Capacity: Transporter shall have no obligation to market any capacity available to be released by Releasing Shipper; however, Transporter may agree to market capacity for Releasing Shipper and may negotiate a fee with the Releasing Shipper for such service ("Marketing Fee").
- D. Billing: For any releases of capacity (primary, secondary, or subsequent), Transporter shall directly bill the Replacement Shipper the awarded rate for the released capacity, as well as any applicable usage charges and penalties which may be assessed on such transaction. Transporter shall also directly bill the Replacement Shipper any additional reservation charge pursuant to Section 3.1(b)(3) of Rate Schedule FTS-1 or LFT. The Replacement Shipper shall pay such amounts directly to Transporter in accordance with the requirements of the FTS-1, LFT, FTS-3 and FTS-5 Rate Schedules and Transporter shall apply such amounts first to the reservation charge(s) due for transportation service and then to any reservation surcharges(s) (if applicable), including late charges related solely to such reservation charge(s), then to any penalty due, then to usage charges, and finally to late charges not related to any reservation

charge(s) due. The Releasing Shipper will be billed for and shall pay to Transporter any negotiated Marketing Fee plus the difference between the Transporter's applicable rates under the Releasing Shipper's Service Agreement and the awarded rates billed to the Replacement Shipper, subject to Section 30.8.F. The Releasing Shipper will also be billed for and shall pay to Transporter any additional reservation charge pursuant to Section 3.1(b)(2) of Rate Schedule FTS-1 or LFT. In the event that the Replacement Shipper's awarded rate exceeds the Releasing Shipper's applicable rate, the difference shall, at the Releasing Shipper's discretion, either be credited by Transporter to the Releasing Shipper's account with Transporter, or be refunded. Any amounts credited shall be limited to reservation charge revenues received from the Replacement Shipper pursuant to the Replacement Shipper's Service Agreement with Transporter. If a refund is elected by the Releasing Shipper, Transporter shall make such refund by wire transfer within ten days of its receipt of payment from the Replacement Shipper, together with interest computed in the manner set forth in Section 7.2 of these General Terms and Conditions.

- E. Termination for Non-payment: Should Replacement Shipper not make full payment of all amounts billed to it by Transporter within 10 days of the date of any invoice, Transporter shall notify the Replacement Shipper in writing, with a courtesy copy to Releasing Shipper, advising that if default continues for a thirty day period from such invoice date, the Service Agreement may be terminated; provided however, Replacement Shipper may avoid termination by providing Transporter with good and sufficient indemnity bond. If Replacement Shipper fails to cure or remedy non-payment within such thirty day period, the Service Agreement between Transporter and the Replacement Shipper may be terminated at the discretion of Transporter or Releasing Shipper, and Releasing Shipper shall immediately be able to again release such capacity under these procedures.

### 30.8 General Terms and Conditions

- A. Priority: All released capacity will have priority over the Transporter's interruptible services.
- B. Alternate Points: Alternate Receipt Points and Alternate Delivery Points may be utilized by a Replacement Shipper as described in Section 22 of the General Terms and Conditions of this Tariff.
- C. Rates: Releasing Shipper cannot release capacity for an effective price less than Transporter's minimum rates nor more than Transporter's just and reasonable maximum rates, as set forth in Transporter's current Tariff. The maximum rate that may be charged for capacity released is the maximum firm rate which may be charged by Transporter for such transportation, plus Transport Fuel and all applicable surcharges; provided, however, no maximum rate limitation applies

to a release of capacity for a period of one year or less if the release is to take effect on or before one year from the date on which Transporter is notified of the release.

The Releasing Shipper should specify which one of the following methods is acceptable for bidding on a 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. Maximum and minimum rates specified by the Releasing Shipper must include the Reservation Charge and all demand surcharges.

- D. Secondary/Subsequent Releases: Replacement Shipper, and any third parties receiving capacity rights from any Replacement Shipper, will be authorized or permitted to release the capacity to other third parties only under the same set of conditions described herein, i.e., any Replacement Shipper will be considered the Releasing Shipper for purposes of subsequent assignments of capacity, and any third party receiving such capacity in such transactions will be considered the Replacement Shipper.
- E. Creditworthiness: Qualification for participation in the capacity release program Any potential Replacement Shipper that wishes to acquire released capacity under the capacity release program must satisfy the creditworthiness requirements contained in Section 13 of the General Terms and Conditions of this Tariff by pre-qualifying prior to submitting a bid for capacity. Upon pre-qualification, Transporter shall continue to review potential Replacement Shipper's financial records and other sources of public information for creditworthiness. Transporter shall have the right to amend a potential Replacement Shipper's line of credit from time to time and thereby lower or increase the quantity and term for which potential Replacement Shipper is qualified to submit future bids for released capacity. A potential Replacement Shipper cannot bid for released capacity which exceeds its qualified level of creditworthiness. Notwithstanding the determination of creditworthiness, Transporter does not guarantee the payment of any outstanding amounts by a Replacement Shipper.
- F. Shipper Liability: In the event capacity is temporarily released hereunder, liability for payment of reservation charges and any surcharges applicable to the reservation charge will remain with the Releasing Shipper. If the Releasing Shipper permanently releases capacity hereunder, Transporter will relieve said Releasing Shipper from its obligations under its Service Agreement, if (1) the release is at or above the rates provided for under (and for the remaining term

of) Releasing Shipper's Service Agreement or, (2) the release is at less than rates provided for in Releasing Shipper's Service Agreement and the Releasing Shipper remits as an exit fee, a lump sum payment for the positive difference between the Releasing Shipper's contract rate and the bid rate for the full term of the capacity release, and, when the Releasing Shipper's contract is at maximum tariff rates, the Replacement Shipper and Transporter reach agreement on a mechanism permitting the periodic adjustment to the bid rate to reflect subsequent rate adjustments filed for and approved by the FERC. The Replacement Shipper and any of its subsequent assignees shall be responsible for any amounts billed to them under Section 30.7(D) of this Tariff, but shall not be responsible for any other amounts billed to the Releasing Shipper.

- G. Transporter's Right to Terminate a Temporary Capacity Release: Transporter may elect to terminate a Replacement Shipper's Service Agreement, upon 30 days written notice to the Replacement Shipper, under the following conditions:
1. The Releasing Shipper has failed to maintain creditworthiness in accordance with Section 13 of the General Terms and Conditions of this Tariff;
  2. Transporter has terminated the Releasing Shipper's Service Agreement in accordance with Sections 13 and 16 of the General Terms and Conditions of this Tariff; and
  3. The rate stated in the effective Replacement Shipper's Service Agreement is less than the Releasing Shipper's contract rate. The Replacement Shipper may avoid termination of the temporary capacity release if, Prior to the end of the 30-day notice period, the Replacement Shipper agrees that, beginning the first day after the end of the 30-day notice period, it will pay the lower of (1) the former Releasing Shipper's contract rate, or (2) the maximum applicable reservation and usage rates as stated in this tariff for the applicable service for the remainder of the Replacement Shipper's contract term.
- H. Term Limitation: The term of any agreement providing for the release of capacity cannot extend beyond the term of the underlying Service Agreement. Released capacity may be allocated with a future effective date.
- I. Refunds: Releasing Shipper and any Replacement Shipper must track any changes in Transporter's rates approved by the Commission. In the event the Commission orders refunds of any such rates charged by Transporter and previously approved, Transporter and/or Releasing Shipper, as the case may be, must make corresponding refunds to such Releasing Shipper or any Replacement Shipper, to the extent that Releasing Shipper or Replacement Shipper(s) has paid a rate in excess of Transporter's just and reasonable,

applicable maximum rates, unless otherwise specified by the terms of the release.

- J. Conditions: Releasing Shipper and any Replacement Shipper are authorized to impose reasonable, nondiscriminatory conditions upon the release of their capacity on Transporter's system. Such conditions must not be inconsistent with Transporter's Tariff and the Service Agreement between the Releasing Shipper and Transporter or Replacement Shipper and Transporter.
- K. Rollover Limitations: A Releasing Shipper may re-release to the same Replacement Shipper for a term of thirty-one (31) days or less if either: 1) a period of twenty-eight (28) days has elapsed after the first release for thirty-one (31) days or less has expired or 2) an offer to release capacity has been posted, and capacity has been allocated to the shipper submitting the best bid. The twenty-eight (28) day hiatus does not apply to releases to an asset manager or marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8. An agreement for capacity to be released for a term of thirty-one (31) days or less shall not contain an evergreen provision and may not be rolled over for any additional time period.
- L. Capacity Release Timeline: The capacity release timeline as described herein is applicable 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 has been determined to be creditworthy before the capacity release bid is tendered; (2) for an Index-based Capacity Release, Releasing Shipper has provided Transporter with sufficient instructions to evaluate all valid bids in accordance with the timeline; and (3) there are no special terms or conditions of the release. Further, Transporter may complete the capacity release process on a different timeline if the Offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by Transporter).
- M. Service for the Replacement Shipper under Transporter's capacity release program shall be in accordance with the terms and conditions of the applicable Rate Schedules of Transporter's Tariff and Replacement Shipper's Service Agreement.
- N. A Replacement Shipper may submit changes to its primary points consistent with its Service Agreement, its contract demand, the terms of the offer by the Releasing Shipper and subject to available capacity. If a Replacement Shipper has contracted for a temporary capacity release, and the Releasing Shipper has limited the movement of the primary points, then the Replacement Shipper must submit dual requests for changes: one for the point change that it is requesting and a second where the primary points of the Releasing Shipper are requested at the end of the temporary capacity release.

30.9 Requests to Purchase Releasable Capacity

Any party may initiate a request to purchase releasable firm capacity by following the instructions posted on Transporter's Informational Postings website located at <http://twtransfer.energytransfer.com> under "Notices, Request to Purchase Releasable Capacity." The form shall specify the terms and conditions of the request and the location of the posting on Transporter's Informational Postings website. Such offer to purchase released capacity shall be posted on Transporter's website for 30 days.

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GENERAL TERMS AND CONDITIONS

31. DISCOUNTING

31.1 Discounted Rates

From time to time Shipper and Transporter may agree in writing on a level of discount of the otherwise applicable rates and charges in addition to a basic discount from the stated maximum rates. For example, Transporter may provide a specific discounted rate:

- (1) to certain specified quantities under the Service Agreement;
- (2) if specified quantity levels are actually achieved or with respect to quantities below a specified level;
- (3) to production reserves committed by the Shipper;
- (4) during specified time periods;
- (5) to points of receipt, points of delivery, supply areas, transportation paths or defined geographical areas;
- (6) in a specified relationship to the quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to quantities actually transported);
- (7) based on published index prices for specific receipt or delivery points or other agreed upon pricing reference points for price determination or based on any other formula (Such discounted rate may be based on the published index price point differential or arrived at by formula. Any Service Agreement containing such a discount will identify what rate component is discounted. To the extent the firm reservation charge is discounted, the index price differential or rate formula shall be calculated to state a rate per unit of MAXDTQ.); or
- (8) to provide that if one rate component which was equal to or within the applicable maximum and minimum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate or is below the applicable minimum rate due to a change in Transporter's maximum rates and/or minimum rates, so that such rate component must be adjusted downward or upward to equal the new applicable maximum or minimum rate, then other rate components may be adjusted upward or downward to achieve the agreed-upon overall rate, so long as none of the resulting rate components exceed the maximum rate or are below the minimum rate applicable to the rate

component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sections. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates which had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

In all circumstances the discounted rate shall be between the maximum rate and the minimum rate applicable to the service provided.

### 31.2 Discount-Type Adjustments

A discount-type adjustment to recourse rates for negotiated rate agreements shall 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 such discount-type adjustment for negotiated rate agreements does not have an adverse impact on its recourse rate shippers by:

- (1) 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
- (2) making another comparable showing that the negotiated rate discount contributes more fixed costs to the system than could have been achieved without the discount.

Transporter may also seek to include in a discount-type adjustment for negotiated rate agreements that were converted from pre-existing discounted Part 284 agreements to negotiated rate agreements. Such adjustment would be based on the greater of: (i) the negotiated rate revenues received or (ii) the discounted recourse rate revenues which otherwise would have been received.



## GENERAL TERMS AND CONDITIONS

### 32. OFF SYSTEM SERVICES

From time to time, Transporter may enter into transportation and/or storage agreements with other third party entities. In the event that Transporter acquires capacity on a third party entity, Transporter will use such capacity to render service to Shippers on the acquired capacity pursuant to Transporter's Tariff and subject to Transporter's approved rates, as such tariff and rates may change from time to time. For use of the capacity which Transporter has acquired on third party facilities, the "shipper must hold title" requirement is waived on the acquired capacity.

## GENERAL TERMS AND CONDITIONS

### 33. CAPACITY SEGMENTING

Transporter's currently effective rate and fuel charges set forth in the Currently Effective Rates for the applicable Rate Schedule establish the available capacity segments on Transporter's system. Shippers may contract for one or more of these segments on a single contract or may elect to contract for each segment on a separate agreement. A Shipper's election to contract for segments on separate agreements need not be made until after the capacity is awarded and will not effect the valuation of a Shipper's bid in any bid evaluation process set forth in Section 24. A Shipper that separately contracts for capacity segments may release capacity segments pursuant to the provisions of Section 30.

Nothing herein prevents a Shipper from nominating capacity segments with a backhaul and a forwardhaul to the same delivery point at the same time where such backhaul transactions can be performed by displacement, and provided further that such nominations are subject to the scheduling priorities set forth in Section 22 and the rate provisions set forth in Section 3.1 of the FTS-1 Rate Schedule.

A Shipper may at any time and at the Shipper's option, aggregate or disaggregate capacity segments through contract amendments. A Shipper's election to segment an existing agreement into multiple agreements will not alter a Shipper's total contractual rate or any revenue obligation under the existing agreement. To the extent a contract is disaggregated into segmented contracts, Transporter shall bill the reservation portion of Shipper's rate on the existing agreement and the usage portion of Shipper's rates on the new capacity segment agreements.

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GENERAL TERMS AND CONDITIONS

34. IMBALANCE NETTING AND TRADING - OPERATOR BALANCING AGREEMENTS

Imbalances accruing on different contracts between a third party (Company) and Transporter may be offset by netting and trading.

Imbalance netting and trading activity shall follow the steps outlined below.

- 34.1 To the extent the Company has multiple points at which an imbalance accrues, the monthly imbalances held by a single legal entity shall be accumulated and netted within the same location prior to applying the applicable index price as set forth in the provisions regarding index prices in Section 27.2 of this Tariff and calculating the imbalance dollar valuation.
- 34.2 By the ninth (9th) business day of the month, Company may request that Transporter post on its Internet Website the Company's dollar valued imbalances.
- 34.3 A Company may negotiate with other Companies to trade the existing dollar imbalances. This trading will occur only between Companies (Transporter will not be involved).
- 34.4 All Companies will have until the close of the 17th business day of the month to complete dollar imbalance trading.
- 34.5 Companies must notify Transporter prior to the close of the 17th business day via fax or e-mail of the dollars traded and the trading partners (all Companies involved in the trade must notify Transporter of the intent and amount traded).
- 34.6 Imbalance netting and trading will be completed at no additional cost to the Company.
- 34.7 After close of the 17th business day of the month, Transporter will calculate the Company's final dollar imbalance. Any remaining dollar imbalances net of trading will be subject to the applicable imbalance valuation provisions outlined above and resolved in accordance with the provisions outlined in the Operator Balancing Agreement Form of Service Agreement of this Tariff.
- 34.8 Any discrepancies between trading Company's imbalance trade notifications to Transporter will result in the trade not being confirmed and the dollars remaining as an imbalance to both Companies which will be subject to the applicable imbalance valuation provisions outlined above.

GENERAL TERMS AND CONDITIONS

35. RESERVED

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GENERAL TERMS AND CONDITIONS

36. RESERVATION CHARGE CREDIT

Transporter shall provide reservation charge credits to a Shipper with firm transportation service under Rate Schedules FTS-1, FTS-2, FTS-3, FTS-5 and LFT when Transporter is unable to deliver Quantities from any physical Primary Receipt Point to any physical Primary Delivery Point up to the physical Primary Delivery Point Quantity stated on Exhibit A of Shipper's Service Agreement on any Day in accordance with this Section 36. The provisions of this Section 36 shall not apply to any Limited Day under Rate Schedule LFT. No adjustment of any kind under this Section 36 shall be required if Transporter's failure to schedule or deliver gas is due to events solely related to conduct, activities or operations of Shipper and/or upstream or downstream parties (including force majeure events affecting Shipper or such parties) including, but not limited to, activities and/or events such as (i) Shipper's failure to perform in accordance with the terms of its Service Agreement and Transporter's Tariff, including, but not limited to, Alert Days, Operational Flow Orders and failure to meet all applicable gas quality specifications, or (ii) failure of supply or transportation upstream of Transporter's pipeline system, or (iii) failure of market or transportation downstream from Transporter's pipeline system. Transporter shall provide reservation charge credits pursuant to this Section 36 for firm service using Primary Receipt Points to Primary Delivery Points but will not provide reservation charge credits for firm service using Alternate Receipt Points and/or Alternate Delivery Points.

36.1 For purposes of this Section 36, the following definition and terms shall apply:

A "Force Majeure" or "force majeure" event shall be as set forth in Section 11.1 of the General Terms and Conditions of this Tariff.

In accordance with Section 15 of the General Terms and Conditions of this Tariff, all receipt points and delivery points on Transporter's system are subject to an Operator Balancing Agreement. Therefore, scheduled quantities are delivered quantities under Transporter's transportation rate schedules.

All nominated and confirmed quantities and scheduled quantities shall be less Transport Fuel, where applicable, and shall be in accordance with Section 22 of the General Terms and Conditions of this Tariff (up to the aggregate MAXDTQ).

36.2 Non-Force Majeure

(a) Eligible Quantity

(1) When Transporter gives advance notice (notice given prior to the Timely Nomination Cycle) of a non-force majeure service interruption before Shippers have submitted nominations for the day(s) of the outage,

reservation charge credits for each day of the outage will be based on the average of the scheduled quantity from Shipper's physical Primary Receipt Points (up to the Quantity stated on Shipper's Service Agreement Appendix A for each physical Primary Receipt Point) to physical Primary Delivery Points (up to the Quantity stated on Shipper's Service Agreement Appendix A for each physical Primary Delivery Point) for the seven (7) days prior to the announced outage, less the Quantity of gas scheduled on Shipper's Service Agreement for the Day of the outage.

- (2) When Transporter has not given advance notice (notice given after the Timely Nomination Cycle) of a non-force majeure service interruption and reduces Shipper's nomination during the Timely Nomination Cycle, reservation charge credits will apply to Quantities nominated and confirmed in the Timely Nomination Cycle from physical Primary Receipt Points (up to the Quantity stated on Shipper's Service Agreement Appendix A for each physical Primary Receipt Point) to physical Primary Delivery Points (up to the Quantity stated on Shipper's Service Agreement Appendix A for each physical Primary Delivery Point) less the Quantity of gas scheduled in the Intraday 3 Cycle on Shipper's Service Agreement for the Day of the outage.

(b) Reservation Rate

For the calculation of the reservation charge credit, Transporter shall apply the reservation rate applicable to Shipper's Service Agreement; provided, however, the reservation rate for service obtained through capacity release pursuant to Section 30 of the General Terms and Conditions of this Tariff shall be the lower of the rate under the Replacement Shipper's Capacity Release Service Agreement or the reservation rate stated in Releasing Shipper's Service Agreement. Reservation charge credits are not applicable to Replacement Shippers paying a volumetric rate.

(c) Calculation

Each day's credit shall be payable on the applicable Quantity calculated in Section 36.2(a) above multiplied by the applicable contract reservation rate pursuant to Section 36.2(b). In accordance with Section 2 of Rate Schedule LFT, reservation charge credits for Service Agreements under Rate Schedule LFT shall be calculated after Transporter's right not to schedule service in whole or in part up to the maximum number of unscheduled Days specified in Appendix A of Shipper's Rate Schedule LFT Service Agreement in each Month.

36.3 Force Majeure

When Transporter has issued notice of a Force Majeure event as set forth in GT&C Section 11.1, Transporter shall provide reservation charge credits to firm Shippers pursuant to this Section 36.3.

- (a) The grace period for a Force Majeure event shall be ten (10) full consecutive Days.
- (b) The Quantity of gas eligible for reservation charge crediting shall be based on the average of the scheduled Quantity from Shipper's physical Primary Receipt Points (up to the Quantity stated on Shipper's Service Agreement Appendix A for each physical Primary Receipt Point) to physical Primary Delivery Points (up to the Quantity stated on Shipper's Service Agreement Appendix A for each physical Primary Delivery Point) for the seven (7) days prior to the announced Force Majeure event, less the Quantity of gas scheduled on Shipper's Service Agreement for the Day of the Force Majeure event.
- (c) For each Day subsequent to the grace period in Section 36.3(a), the reservation charge credit shall be the Quantity determined in Section 36.3(b) above multiplied by the appropriate contract reservation rate pursuant to Section 36.2(b) provided, however, reservation charge credits for service under Rate Schedule LFT shall only be calculated for Days subsequent to the grace period and in excess of the specified number of unscheduled Days each Month that Transporter has the right not to schedule service pursuant to Section 2 of Rate Schedule LFT.

- 36.4 Any reservation charge credit payable will be included on a subsequent month invoice and will be applied first to offset any outstanding past due balances owed by Shipper. Reservation charge credits applicable to Service Agreements that are not in effect due to termination will be paid by Transporter to Shipper, net of any amounts owed to Transporter.
- 36.5 In a not unduly discriminatory manner and in connection with a discounted or negotiated rate Service Agreement, Transporter and Shipper may agree to a different reservation charge crediting methodology; however, for Shippers provided service pursuant to a discounted or negotiated rate Service Agreement executed, amended, or extended on or after October 4, 2024, Transporter will not provide any reservation charge credits unless such agreements explicitly require reservation charge credits.

## GENERAL TERMS AND CONDITIONS

### 37. UNAUTHORIZED GAS

Unauthorized Gas shall mean any quantity of gas in excess of 100 Dth per day either received or delivered at a meter without any Shipper nomination. If there is a nomination at any one meter under an Operator Balancing Agreement (OBA), this Section 37 shall not apply to any meter(s) under such OBA. Transporter shall have the right to dispose of Unauthorized Gas as follows:

#### 37.1 Unauthorized Receipts

When Unauthorized Gas is delivered to Transporter, Transporter shall purchase the Unauthorized Gas from the Operator of the point of receipt at which the Unauthorized Gas is received at fifty percent (50%) of the Underage DIP, as defined in Section 22.4.D.3 of the General Terms and Conditions herein, for the day in which the Unauthorized Gas is delivered to Transporter.

#### 37.2 Unauthorized Gas Deliveries

When Unauthorized Gas is taken from Transporter, Transporter shall sell the Unauthorized Gas to the Operator at one hundred & fifty percent (150%) of the Overage DIP, as defined in Section 22.4.C.3 of the General Terms and Conditions herein for the day in which the Unauthorized Gas is taken.

#### 37.3 Unauthorized Gas shall be excluded from any imbalance calculations pertaining to Operator Balancing Agreements.



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GENERAL TERMS AND CONDITIONS

38. FLOW THROUGH OF PENALTIES

38.1 This Section 38 sets forth the procedures by which Transporter will flow through to Shippers under Rate Schedules FTS-1, FTS-2, FTS-3, FTS 5, ITS-1 and ITS-2 specified excess revenues or penalties received over costs incurred during the Annual Penalty Period. The Annual Penalty Period shall be a twelve (12) month period ending each September 30; provided that the initial period subject to these provisions will commence with the first month following the effectiveness of these provisions and end the following September 30.

38.2 Penalty Account

Penalties collected pursuant to Alert Day penalties (GT&C Section 22.4.F), Unauthorized Gas (GT&C Section 37.2), and non-compliance with OFO's (GT&C Section 22.5.F) shall be recorded in a Penalty Account. Transporter shall net the penalty revenues received against the reasonable incremental out-of-pocket costs incurred for such revenues.

38.3 Transporter shall flow through the balance in the Penalty Account to Shippers by means of an invoice credit amount. Each Shipper's amount shall be shown as a billing adjustment to the billing of charges for service during the December billing month following the end of the Annual Penalty Period; provided, however, if the Shipper's Service Agreement has terminated and the final billing of charges has been paid, such Penalty amount shall be resolved by check or wire transfer of funds.

38.4 Each Shipper's amount shall be calculated by multiplying the balance in the Penalty Account at the end of the Annual Penalty Period by (1) 50% of the ratio of the sum of the actual revenues billed for services to the Shipper during the Annual Penalty Period to the sum of the actual revenues billed for such services to all Shippers during the Annual Penalty Period plus (2) 50% of the ratio of the sum of the scheduled volumes transported for the Shipper during the Annual Penalty Period to the sum of the scheduled total volumes transported for all Shippers during the Annual Penalty Period. Any Penalty amount flowed through to Shippers pursuant to this section shall include interest calculated in accordance with Section 154.501 of the Commission's regulations.

38.5 Filing Procedure

Within thirty (30) days after amounts are provided to Shippers in accordance with Section 38.3, Transporter shall file with the Commission, and shall serve in accordance with Section 154.208 of the Commission's Regulations, reconciling documentation which detail the calculations of the amounts provided under this Section 38.

Part VII  
Form of Service Agreements

1. Rate Schedule FTS-1
2. Rate Schedule FTS-2
3. Rate Schedule FTS-3
4. Reserved
5. Rate Schedule FTS-5
6. Rate Schedule LFT
7. Reserved
8. Rate Schedule ITS-1
9. Rate Schedule ITS-2
10. Rate Schedule PNR
11. Rate Schedule SP-1
12. Rate Schedule HPS
13. Capacity Release
14. Reserved
15. Amendment

RATE SCHEDULE FTS-1  
FORM OF SERVICE AGREEMENT

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

Date: \_\_\_\_\_

Shipper's Name and Address for Notices and Invoices:

Address for Invoice (If different)

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Term: \_\_\_\_\_

Rate: Unless Transwestern Pipeline Company, LLC (Transporter) agrees to charge Shipper: (i) a discounted rate below the maximum rate; or (ii) a negotiated rate either below the minimum rate or above the maximum rate, set forth in the Currently Effective Rates for Rate Schedule FTS-1, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule FTS-1, or any effective superseding rate schedule on file with the Commission.

This transportation shall be provided pursuant to Subpart \_\_\_\_\_ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily transportation quantities and primary receipt and delivery points are set forth on Appendix A, attached hereto and incorporated herein.

Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be by written communication sent to Shipper at the above address or to Transporter at the address posted on its Internet Website or such other physical or electronic address as either party shall designate by written or electronic communication.

This Service Agreement shall incorporate and in all respects shall be subject to the "General Terms and Conditions" and the applicable Rate Schedule(s) set forth in Transporter's Tariff, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

Transwestern Pipeline Company, LLC

Shipper \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RATE SCHEDULE FTS-1  
FORM OF SERVICE AGREEMENT

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

APPENDIX A  
to  
GAS TRANSPORTATION AGREEMENT  
BETWEEN  
TRANSWESTERN PIPELINE COMPANY, LLC  
and  
[Shipper's Name]  
\_\_\_\_\_

Effective from: \_\_\_\_\_ Through: \_\_\_\_\_

MAXIMUM DAILY TRANSPORTATION QUANTITY (MAXDTQ): \_\_\_\_\_ Dth

Primary Receipt Point (1)	Maximum Daily Receipt Quantity (2)
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Primary Delivery Point	Pressure	Temperature	Maximum Daily Delivery Quantity (2)(3)
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- (1) For purposes of this Appendix, any receipt point on Transporter's system may be used as an Alternate Receipt Point, subject to the terms and conditions of Rate Schedule FTS-1.
- (2) Aggregate may not exceed MAXDTQ as shown above.
- (3) Transporter and Shipper agree to the following minimum delivery pressure: \_\_\_\_ (may be specified to certain delivery points).

RATE SCHEDULE FTS-2  
FORM OF SERVICE AGREEMENT

Contract No. \_\_\_\_\_  
Date: \_\_\_\_\_

Shipper's Name and Address for Notices and Invoices:

Address for Invoice (If different)

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Term: \_\_\_\_\_

Rate: Unless Transwestern Pipeline Company, LLC (Transporter) agrees to charge Shipper: (i) a discounted rate below the maximum rate; or (ii) a negotiated rate either below the minimum rate or above the maximum rate, set forth in the Currently Effective Rates for Rate Schedule FTS-2, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule FTS-2, or any effective superseding rate schedule on file with the Commission.

This transportation shall be provided pursuant to Subpart \_\_\_\_\_ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily transportation quantities and primary receipt and delivery points are set forth on Appendix A, attached hereto and incorporated herein.

Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be by written communication sent to Shipper at the above address or to Transporter at the address posted on its Internet Website or such other physical or electronic address as either party shall designate by written or electronic communication.

This Service Agreement shall incorporate and in all respects shall be subject to the "General Terms and Conditions" and the applicable Rate Schedule(s) set forth in Transporter's Tariff, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

Transwestern Pipeline Company, LLC

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

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RATE SCHEDULE FTS-2  
FORM OF SERVICE AGREEMENT

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

APPENDIX A  
to  
GAS TRANSPORTATION AGREEMENT  
BETWEEN  
TRANSWESTERN PIPELINE COMPANY, LLC  
and  
[Shipper's Name]

\_\_\_\_\_

Effective from: \_\_\_\_\_ Through: \_\_\_\_\_

MAXIMUM DAILY TRANSPORTATION QUANTITY (MAXDTQ): \_\_\_\_\_ Dth

Primary Receipt Point (1)

Maximum Daily  
Receipt Quantity (2)

Primary Delivery Point	Pressure	Temperature	Maximum Daily Delivery Quantity (2)(3)
------------------------	----------	-------------	---

- (1) For purposes of this Appendix, any receipt point on Transporter's system may be used as an Alternate Receipt Point, subject to the terms and conditions of Rate Schedule FTS-2.
- (2) Aggregate may not exceed MAXDTQ as shown above.
- (3) Transporter and Shipper agree to the following minimum delivery pressure: \_\_\_\_\_ (may be specified to certain delivery points).

RATE SCHEDULE FTS-3  
FORM OF SERVICE AGREEMENT

Contract No. \_\_\_\_\_  
Date: \_\_\_\_\_

Shipper's Name and Address for Notices and Invoices:

Address for Invoice (If different)

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Term: \_\_\_\_\_

Rate: Unless Transwestern Pipeline Company, LLC (Transporter) agrees to charge Shipper: (i) a discounted rate below the maximum rate; or (ii) a negotiated rate either below the minimum rate or above the maximum rate, set forth in the Currently Effective Rates for Rate Schedule FTS-3, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule FTS-3, or any effective superseding rate schedule on file with the Commission.

This transportation shall be provided pursuant to Subpart \_\_\_\_\_ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily transportation quantities and primary receipt and delivery points are set forth on Appendix A, attached hereto and incorporated herein.

Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be by written communication sent to Shipper at the above address or to Transporter at the address posted on its Internet Website or such other physical or electronic address as either party shall designate by written or electronic communication.

This Service Agreement shall incorporate and in all respects shall be subject to the General Terms and Conditions and the applicable Rate Schedule(s) set forth in Transporter's Tariff, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

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

In no event (except in the case of intentional misconduct or gross negligence by Transporter) shall Transporter be liable to Shipper for any consequential, special, or punitive damages based upon the liability of Transporter for breach of this agreement or upon any liability under any other legal theory based on any breach or alleged breach of any obligation created under this agreement. Such excluded damages include, but are not limited to, lost profits.

Transwestern Pipeline Company, LLC

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

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



RATE SCHEDULE FTS-3  
FORM OF SERVICE AGREEMENT

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

APPENDIX A  
to  
GAS TRANSPORTATION AGREEMENT  
BETWEEN  
TRANSWESTERN PIPELINE COMPANY, LLC  
and  
[Shipper's Name]  
\_\_\_\_\_

Effective from: \_\_\_\_\_ Through: \_\_\_\_\_

MAXIMUM DAILY TRANSPORTATION QUANTITY (MAXDTQ): \_\_\_\_\_ Dth

Primary Point(s) of Receipt (1)

Maximum Daily  
Receipt Quantity (2)  
\_\_\_\_\_ Dth

Primary Point(s) of Delivery (3)

Maximum Daily  
Delivery Quantity (2)  
\_\_\_\_\_ Dth

- (1) For purposes of this Appendix, any receipt point on Transporter's system may be used as an Alternate Receipt Point, subject to the terms and conditions of Rate Schedule FTS-3.
- (2) Aggregate may not exceed MAXDTQ as shown above.
- (3) Transporter and Shipper agree to the following minimum delivery pressure: \_\_\_\_\_ (may be specified to certain delivery points).

RESERVED

RATE SCHEDULE FTS-5  
FORM OF SERVICE AGREEMENT

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

Date: \_\_\_\_\_

Shipper's Name and Address for Notices and Invoices:

Address for Invoice (If different)

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Term: \_\_\_\_\_

Rate: Unless Transwestern Pipeline Company, LLC (Transporter) agrees to charge Shipper: (i) a discounted rate below the maximum rate; or (ii) a negotiated rate either below the minimum rate or above the maximum rate, set forth in the Currently Effective Rates for Rate Schedule FTS-5, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule FTS-5, or any effective superseding rate schedule on file with the Commission.

This transportation shall be provided pursuant to Subpart \_\_\_\_\_ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily transportation quantities and primary receipt and delivery points are set forth on Appendix A, attached hereto and incorporated herein.

Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be by written communication sent to Shipper at the above address or to Transporter at the address posted on its Internet Website or such other physical or electronic address as either party shall designate by written or electronic communication.

This Service Agreement shall incorporate and in all respects shall be subject to the General Terms and Conditions and the applicable Rate Schedule(s) set forth in Transporter's Tariff, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

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

In no event (except in the case of intentional misconduct or gross negligence by Transporter) shall Transporter be liable to Shipper for any consequential, special, or punitive damages based upon the liability of Transporter for breach of this agreement or upon any liability under any other legal theory based on any breach or alleged breach of any obligation created under this agreement. Such excluded damages include, but are not limited to, lost profits.

Transwestern Pipeline Company, LLC

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

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RATE SCHEDULE FTS-5  
FORM OF SERVICE AGREEMENT

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

APPENDIX A  
to  
GAS TRANSPORTATION AGREEMENT  
BETWEEN  
TRANSWESTERN PIPELINE COMPANY, LLC  
and  
[Shipper's Name]  
\_\_\_\_\_

Effective from: \_\_\_\_\_ Through: \_\_\_\_\_

MAXIMUM DAILY TRANSPORTATION QUANTITY (MAXDTQ): \_\_\_\_\_ Dth

Primary Point(s) of Receipt (1)

Maximum Daily  
Receipt Quantity (2)  
\_\_\_\_\_ Dth

Primary Point(s) of Delivery (3)

Maximum Daily  
Delivery Quantity (2)  
\_\_\_\_\_ Dth

- (1) For purposes of this Appendix, any receipt point on Transporter's system may be used as an Alternate Receipt Point, subject to the terms and conditions of Rate Schedule FTS-5.
- (2) Aggregate may not exceed MAXDTQ as shown above.
- (3) Transporter and Shipper agree to the following minimum delivery pressure: \_\_\_\_\_ (may be specified to certain delivery points).

RATE SCHEDULE LFT  
FORM OF SERVICE AGREEMENT

Contract No: \_\_\_\_\_  
Date: \_\_\_\_\_

Shipper's Name and Address for Notices and Invoices:

Address for Invoice (If different)

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Term: \_\_\_\_\_

Rate: Unless Transwestern Pipeline Company, LLC (Transporter) agrees to charge Shipper: (i) a discounted rate below the maximum rate; or (ii) a negotiated rate either below the minimum rate or above the maximum rate, set forth in the Currently Effective Rates for Rate Schedule LFT, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule LFT, or any effective superseding rate schedule on file with the Commission.

This transportation shall be provided pursuant to Subpart \_\_\_\_\_ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily transportation quantities and primary receipt and delivery points are set forth on Appendix A, attached hereto and incorporated herein.

Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be by written communication sent to Shipper at the above address or to Transporter at the address posted on its Internet Website or such other physical or electronic address as either party shall designate by written or electronic communication.

This Service Agreement shall incorporate and in all respects shall be subject to the "General Terms and Conditions" and the applicable Rate Schedule(s) set forth in Transporter's Tariff, as may be revised from time-to-time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

Transwestern Pipeline Company, LLC

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

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RATE SCHEDULE LFT  
FORM OF SERVICE AGREEMENT

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

APPENDIX A  
to  
GAS TRANSPORTATION AGREEMENT  
BETWEEN  
TRANSWESTERN PIPELINE COMPANY, LLC  
and  
[Shipper's Name]  
\_\_\_\_\_

Effective from: \_\_\_\_\_ Through: \_\_\_\_\_

MAXIMUM DAILY TRANSPORTATION QUANTITY (MAXDTQ): \_\_\_\_\_ Dth

MAXIMUM NUMBER OF UNSCHEDULED DAYS: \_\_\_\_\_

Primary Receipt Point (1)

Maximum Daily  
Receipt Quantity (2)

Primary Delivery Point

Pressure

Temperature

Maximum Daily  
Delivery Quantity (2)(3)

- (1) For purposes of this Appendix, any receipt point on Transporter's system may be used as an Alternate Receipt Point, subject to the terms and conditions of Rate Schedule LFT.
- (2) Aggregate may not exceed MAXDTQ as shown above.
- (3) Transporter and Shipper agree to the following minimum delivery pressure: \_\_\_\_\_ (may be specified to certain delivery points).

Reserved



RATE SCHEDULE ITS-1  
FORM OF SERVICE AGREEMENT

Contract No. \_\_\_\_\_  
Date: \_\_\_\_\_

Shipper's Name and Address for Notices and Invoices: Address for Invoice (If different)  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_ Attn: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Term: \_\_\_\_\_

Rate: Unless Transwestern Pipeline Company, LLC (Transporter) agrees to charge Shipper: (i) a discounted rate below the maximum rate; or (ii) a negotiated rate either below the minimum rate or above the maximum rate, set forth in the Currently Effective Rates for Rate Schedule ITS-1, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule ITS-1, or any effective superseding rate schedule on file with the Commission.

This transportation shall be provided pursuant to Subpart \_\_\_\_\_ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily transportation quantities and primary receipt and delivery points are set forth on Appendix A, attached hereto and incorporated herein.

Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be by written communication sent to Shipper at the above address or to Transporter at the address posted on its Internet Website or such other physical or electronic address as either party shall designate by written or electronic communication.

This Service Agreement shall incorporate and in all respects shall be subject to the "General Terms and Conditions" and the applicable Rate Schedule(s) set forth in Transporter's Tariff, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Transportation Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

Transwestern Pipeline Company, LLC Shipper: \_\_\_\_\_  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

RATE SCHEDULE ITS-1  
FORM OF SERVICE AGREEMENT

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

APPENDIX A  
to  
GAS TRANSPORTATION AGREEMENT  
BETWEEN  
TRANSWESTERN PIPELINE COMPANY, LLC  
  
and  
[Shipper's Name]

\_\_\_\_\_  
Effective from: \_\_\_\_\_ Through: \_\_\_\_\_

MAXIMUM DAILY TRANSPORTATION QUANTITY (MAXDTQ): \_\_\_\_\_ Dth

Receipt Point

Maximum Daily  
Receipt Quantity

Primary Delivery Point

Maximum Daily  
Delivery Quantity

RATE SCHEDULE ITS-2  
FORM OF SERVICE AGREEMENT

Contract No: \_\_\_\_\_  
Date: \_\_\_\_\_

Shipper's Name and Address for Notices and Invoices:

Address for Invoice (If different)

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Term: \_\_\_\_\_

Rate: Unless Transwestern Pipeline Company, LLC (Transporter) agrees to charge Shipper: (i) a discounted rate below the maximum rate; or (ii) a negotiated rate either below the minimum rate or above the maximum rate, set forth in the Currently Effective Rates for Rate Schedule ITS-2, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule ITS-2, or any effective superseding rate schedule on file with the Commission.

This transportation shall be provided pursuant to Subpart \_\_\_\_\_ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily transportation quantities and primary receipt and delivery points are set forth on Appendix A, attached hereto and incorporated herein.

Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be by written communication sent to Shipper at the above address or to Transporter at the address posted on its Internet Website or such other physical or electronic address as either party shall designate by written or electronic communication.

This Service Agreement shall incorporate and in all respects shall be subject to the "General Terms and Conditions" and the applicable Rate Schedule(s) set forth in Transporter's Tariff, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Transportation Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

Transwestern Pipeline Company, LLC

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

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RATE SCHEDULE ITS-2  
FORM OF SERVICE AGREEMENT

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

APPENDIX A  
to  
GAS TRANSPORTATION AGREEMENT  
BETWEEN  
TRANSWESTERN PIPELINE COMPANY, LLC  
and  
[Shipper's Name]

\_\_\_\_\_  
Effective from: \_\_\_\_\_ Through: \_\_\_\_\_

MAXIMUM DAILY TRANSPORTATION QUANTITY (MAXDTQ): \_\_\_\_\_ Dth

Receipt Point

Maximum Daily  
Receipt Quantity

Primary Delivery Point

Maximum Daily  
Delivery Quantity

RATE SCHEDULE PNR  
FORM OF SERVICE AGREEMENT

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

Date: \_\_\_\_\_

Shipper's Name and Address for Notices and Invoices:

Address for Invoice (If different)

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

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

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Term: From \_\_\_\_\_ To \_\_\_\_\_ and month to month thereafter unless terminated at any time subsequent to the primary term by either party upon thirty (30) days prior written notice to the other party.

Total Quantity: \_\_\_\_\_ Dth

Rates shall be Transwestern Pipeline Company, LLC's (Transporter) maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable rate schedule on file with the Commission unless otherwise agreed to by the parties in writing.

Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be by written communication sent to Shipper at the above address or to Transporter at the address posted on its Internet Website or such other physical or electronic address as either party shall designate by written or electronic communication.

This Service Agreement shall incorporate and in all respects shall be subject to the "General Terms and Conditions" and the applicable Rate Schedule(s) set forth in Transporter's Tariff, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Buyer's right to protest the same.

Transwestern Pipeline Company, LLC

Shipper

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RATE SCHEDULE SP-1  
FORM OF SERVICE AGREEMENT

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

This Service Agreement (Agreement) is entered into effective the 1st day of \_\_\_\_\_, \_\_\_\_\_ by and between Transwestern Pipeline Company, LLC (Transporter) and \_\_\_\_\_ (Shipper).

WHEREAS, Transporter owns and operates mainline transmission facilities whereby it transports natural gas in interstate commerce in accordance with its Tariff, as amended from time to time.

WHEREAS, Shipper owns or controls certain natural gas supplies connected to Transporter's facilities at various wellhead, plant, and/or pipeline interconnect receipt points; and

WHEREAS, Shipper desires to "pool" its gas from various physical receipt points to a single logical (administrative) point in order to facilitate the delivery of gas to other shippers and the nomination of gas by shippers seeking the physical transportation of such gas from the logical points, in accordance with such shippers' Transportation Service Agreements with Transporter; and

WHEREAS, Transporter desires to establish a logical (administrative) "pooling point" for each of its pooling areas ("Supply Pooling Point") where gas supplies within such pooling area may be pooled for administrative purposes.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, Transporter and Shipper (sometimes hereinafter collectively referred to as the "Parties", or individually as a "Party") agree as follows:

1. Pooling Points. Transporter has established Supply Pooling Points, which are pooling area specific, and are posted on Transporter's Internet Website and incorporated herein by reference. Shipper may nominate to Transporter (in accordance with Paragraph 3 of this Agreement) volumes of gas from various physical receipt points within a pooling area for pooling at the applicable Supply Pooling Point for such receipt points within such pooling area by designating such Pooling Point as the delivery point. It is understood and agreed by the Parties that gas from designated physical receipt points within a pooling area may only be pooled at the applicable Supply Pooling Point for such receipt points within the pooling area.
2. Transfer of Title. Shipper may elect to transfer title to gas pooled pursuant to this Agreement (at the same Supply Pooling Point) to another shipper who is a party to a Pooling Agreement or a Transportation Service Agreement with Transporter. This will allow transfers from Shipper to another Shipper to take place at a Supply Pooling Point, and a Supply Pooling Point may be nominated (in accordance with Paragraph 3 hereof) as a delivery and/or receipt point (as

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

appropriate). Shippers purchasing and transporting gas from a Supply Pooling Point shall transport their pooled gas by nominating such Supply Pooling Point as a receipt point (rather than nominating individual Wellhead or interconnect receipt points) for transportation of such gas in accordance with their Transportation Service Agreements with Transporter. It is understood and agreed by the Parties that transfers between Supply Pooling Points are not authorized by this Agreement.

3. Nomination and Allocation. Transporter's Transportation Service Agreements and Pooling Agreements (including this Agreement) are assigned contract numbers which shall be referenced by Shipper (and other shippers and poolers) for nomination purposes. Nominations shall be made in accordance with the General Terms and Conditions of Transporter's Tariff, as amended from time to time, and must also include identification of all upstream and downstream contract numbers, as applicable. Receipt and delivery priorities must be specified in the nomination of the pool contract.
4. Pooling Charges, Billing and Payment. In the event Transporter receives FERC approval to collect a charge applicable to pooling, Shipper agrees to pay any and all such charges. Billing and payment of such charges shall be in accordance with the General Terms and Conditions of Transporter's Tariff, as amended from time to time. Shipper understands that any physical movement of gas by Transporter from the Supply Pooling Point will be done only under a Transportation Service Agreement.
5. Term. This Agreement shall be effective on the first day of the month and shall continue on a month to month basis until canceled by either party upon at least thirty (30) days prior written notice.
6. Texas Law. THIS SERVICE AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CHOICE OF LAW PROVISIONS. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS SERVICE AGREEMENT OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED, WHETHER OR NOT ARISING FROM A PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE.

Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be by written communication sent to Shipper at the above address or to Transporter at the address posted on its Internet Website or such other physical or electronic address as either party shall designate by written or electronic communication.

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

This Agreement shall incorporate and in all respects shall be subject to the "General Terms and Conditions" and the applicable Rate Schedule(s) set forth in Transporter's Tariff, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date indicated below each signature, to be effective on the date first herein above written.

Transwestern Pipeline Company, LLC

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

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



RATE SCHEDULE HPS  
FORM OF SERVICE AGREEMENT

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

Date: \_\_\_\_\_

Shipper's Name and Address for Notices and Invoices:

Address for Invoice (If different)

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

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

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Term: From \_\_\_\_\_ To \_\_\_\_\_ and month to month thereafter unless terminated at any time subsequent to the primary term by either party upon thirty (30) days prior written notice to the other party.

Delivery Point: \_\_\_\_\_

Rates shall be Transwestern Pipeline Company, LLC's (Transporter) maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable rate schedule on file with the Commission, unless otherwise agreed to by the parties in writing.

Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be by written communication sent to Shipper at the above address or to Transporter at the address posted on its Internet Website or such other physical or electronic address as either party shall designate by written or electronic communication.

This Service Agreement shall incorporate and in all respects shall be subject to the "General Terms and Conditions" and the applicable Rate Schedule(s) set forth in Transporter's Tariff, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Buyer's right to protest the same.

Transwestern Pipeline Company, LLC

Shipper

By: \_\_\_\_\_ By: \_\_\_\_\_

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

Date: \_\_\_\_\_ Date: \_\_\_\_\_

CAPACITY RELEASE  
FORM OF SERVICE AGREEMENT  
(For temporary capacity release under  
Rate Schedule FTS-1, FTS-3, FTS-5 or LFT)

Contract No: \_\_\_\_\_  
Date: \_\_\_\_\_

Shipper's Name (Replacement Shipper)  
and Address for Notices and Invoices:

Address for Invoice (If different)

\_\_\_\_\_  
Attn: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

\_\_\_\_\_  
Attn: \_\_\_\_\_

Term: This Service Agreement shall become effective on \_\_\_\_\_, and shall continue in effect through (and shall terminate on) \_\_\_\_\_, not to extend beyond the term specified in the underlying FTS-1, FTS-3, FTS-5 or LFT Service Agreements between Transwestern Pipeline Company, LLC (Transporter) and the party releasing its capacity (hereinafter referred to as "Releasing Shipper").

Rate: Transporter shall directly bill Shipper the negotiated rate for the released capacity as set forth on Appendix A hereto, plus fuel and any applicable surcharges, (unless otherwise provided on Appendix A). The Shipper shall pay such amounts directly to Transporter in accordance with the requirements of the FTS-1, FTS-3, FTS-5 or LFT Rate Schedules.

Liability for Payment: It is expressly understood and agreed by the parties hereto that Releasing Shipper has a vested interest in Shipper's timely payment of amounts billed to Shipper, for credits to Releasing Shipper's account with Transporter. In the event Shipper fails to timely pay an invoice from Transporter hereunder, and Releasing Shipper is billed and pays such amount to Transporter, Releasing Shipper shall be entitled to bring an action under this Service Agreement for reimbursement for such amounts paid to Transporter.

This transportation shall be provided pursuant to Subpart \_\_\_\_\_ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily transportation quantities and primary receipt and delivery points are set forth on Appendix A, attached hereto and incorporated herein.

Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be by written communication sent to Shipper at the above address or to Transporter at the address posted on its Internet Website or such other physical or electronic address as either party shall designate by written or electronic communication.

Contract No: \_\_\_\_\_

This Service Agreement shall incorporate and in all respects shall be subject to the "General Terms and Conditions" and the applicable Rate Schedule(s) set forth in Transporter's Tariff, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Transportation Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

Transwestern Pipeline Company, LLC

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

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CAPACITY RELEASE  
FORM OF SERVICE AGREEMENT  
(For temporary capacity release under  
Rate Schedule FTS-1, FTS-3, FTS-5 or LFT)

Contract No: \_\_\_\_\_

APPENDIX A  
To  
GAS TRANSPORTATION AGREEMENT  
Between  
TRANSWESTERN PIPELINE COMPANY, LLC  
and  
[Shipper's Name]

\_\_\_\_\_

MAXIMUM DAILY TRANSPORTATION QUANTITY (MAXDTQ): \_\_\_\_\_ dth

Number of Limited Days (if service is LFT): \_\_\_\_\_

RATE: \_\_\_\_\_

Primary Receipt Point

Maximum Daily  
Receipt Quantity (1)

Effective from: \_\_\_\_\_

Through: \_\_\_\_\_

Primary Delivery Point

Maximum Daily  
Delivery Quantity (1)

Effective from: \_\_\_\_\_

Through: \_\_\_\_\_

- 1) Aggregate may not exceed MAXDTQ as shown above.

RESERVED

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

[WHERE APPLICABLE]

(Placement on page, number of pages, format, paragraph order, capitalization and font may vary)

Transwestern Pipeline Company, LLC

Form of Amendment to Gas Transportation Agreement  
Rate Schedule \_\_\_\_\_

Shipper: \_\_[Company Name]\_\_\_\_\_  
          \_\_[Address]\_\_\_\_\_  
Attn: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

[If applicable] Request Number: \_\_\_\_\_

Transwestern Pipeline Company, LLC ("Transporter") and \_\_\_\_[shipper's name]\_\_\_\_\_  
("Shipper") have entered into a Transportation Service Agreement ("Agreement"), as referenced above.  
Pursuant to negotiations, Transporter and Shipper agree to amend the Agreement as follows:

[If applicable] Term:

\_\_\_\_\_  
[If applicable] This Agreement is subject to the right of first refusal that may be exercised by Shipper on  
or before \_\_[notification date]\_\_\_\_\_, in accordance with Section 20 of the General Terms and  
Conditions of Transporter's Tariff.

[If applicable] Rate: \_\_[rate and/or surcharge provisions] (may be in multiple paragraphs) \_\_\_\_\_

[If applicable] The parties hereby agree to amend the Agreement to modify the [MAXDTQ, receipt  
and/or delivery points and/or quantities, minimum delivery pressure, date range, maximum number of  
limited days (Rate Schedule LFT)]\_\_\_\_\_, as reflected on the revised Appendix \_\_\_\_ to the agreement  
that is attached hereto and that supersedes and replaces the Appendix \_\_\_\_ currently in effect (the  
form of Appendix is found at the Rate Schedule's applicable Form of Service Agreement).

This amendment constitutes the entire agreement between the parties with respect to the subject  
matter of this amendment and shall be binding upon and shall enure to the benefit of the parties hereto  
and the respective successors and assigns. No promises, agreements or warranties additional to this  
amendment other than as may be contained in Transporter's Tariff will be deemed to be part of this  
amendment nor will any alteration, amendment or modification be effective unless confirmed in writing  
by the parties.

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

The effective date of this amendment is \_\_\_\_\_[date]\_\_\_\_\_.

Except as amended herein, all provisions of the Agreement shall remain in full force and effect.

TRANSWESTERN PIPELINE COMPANY, LLC

[SHIPPER] \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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