



February 28, 2025

Ms. Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: TRANSWESTERN PIPELINE COMPANY, LLC
Docket No. RP24-1047-____
Compliance Filing

Dear Ms. Reese:

In compliance with the Federal Energy Regulatory Commission's ("Commission") *Order on Show Cause Proceeding and Directing A Compliance Filing* issued January 30, 2025 in Docket No. RP24-1047-001 ("Order"),¹ Transwestern Pipeline Company, LLC ("Transwestern") submits herewith the tariff records listed below to its FERC NGA Gas Tariff, Fifth Revised Volume No. 1 ("Tariff"):

<u>Version</u>	<u>Description</u>	<u>Title</u>
4.0.1	Rate Schedule FTS-1	Firm Transportation Service
3.0.1	Rate Schedule FTS-2	Firm Transportation, No Notice Service
3.0.1	Rate Schedule ITS-1	Interruptible Transportation Service
3.0.1	GT&C Section 11	Force Majeure/ Proration of Deliveries
6.0.1	GT&C Section 36	Reservation Charge Credit

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing is to submit actual tariff records consistent with the pro forma tariff records included in Transwestern's filing on November 4, 2024, and as supplemented on November 5, 2024, ("Compliance Filing") in response to the Commission's *Order Accepting Tariff Record and Directing to Show Cause* ("Show Cause Order").²

While the Commission noted that Transwestern's pro forma tariff records in the Compliance Filing followed the guidance provided in the Show Cause Order related to *force majeure* events, it explained that the Show Cause Order was "inconsistent with more recent Commission precedent and the general principle that if a pipeline implements a Safe Harbor method (i.e., a short grace period of 10 days or less) under which the pipeline provides full credits after the grace period."³ In accordance therewith, Transwestern has modified GT&C Section 36 by removing language to provide reservation charge credits in *force majeure* situations where it fails to provide 98% of scheduled volumes. Additionally, Transwestern is correcting the numbering of GT&C Sections 36.4 and 36.5 that were incorrect in the pro forma version. These modifications, which are shown in blue in the included marked version, are the only changes from the previously submitted pro forma tariff records. The redline in the marked version indicates changes from the currently effective tariff records.

¹ *Transwestern Pipeline Co., LLC*, 190 FERC ¶ 61,056 (2025).

² *Transwestern Pipeline Co., LLC*, 189 FERC ¶ 61,020 (2024).

³ *Transwestern Pipeline Co., LLC*, 190 FERC ¶ 61,056 at P 11 (citations omitted).

IMPLEMENTATION AND WAIVER REQUEST

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, Transwestern requests that the proposed tariff records submitted herewith be accepted effective April 1, 2025. Transwestern respectfully requests the Commission grant any waivers of its Regulations that it deems necessary to accept this filing and allow the proposed tariff records in this filing to become effective on April 1, 2025.

CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. In addition to the proposed tariff records in RTF format with metadata attached, the XML filing package contains:

- A transmittal letter including a Statement of Nature, Reasons and Basis in PDF format;
- A clean version of the proposed tariff records in PDF format;
- A marked version of the proposed tariff changes in PDF format; and
- A copy of the complete filing in PDF format for publishing in eLibrary.

COMMUNICATIONS, PLEADINGS AND ORDERS

Transwestern requests that all Commission orders and correspondence as well as pleadings and correspondence from other parties concerning this filing be served on the following:

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⁴ Designated to receive service pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure. Transwestern respectfully requests that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow Transwestern to include additional representatives on the official service list.

⁵ Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

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In accordance with Section 154.2(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at Transwestern's office at 1300 Main Street, Houston, Texas 77002. In addition, copies of this filing are being served electronically on jurisdictional customers and interested state regulatory agencies. Transwestern has posted this filing on its Internet website accessible via <https://twtransfer.energytransfer.com> under Informational Postings, Regulatory.

Pursuant to Section 385.2011(c)(5) of the Commission's Regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief, and possesses full power and authority to sign such filing.

Respectfully submitted,

TRANSWESTERN PIPELINE COMPANY, LLC

/s/ Lawrence J. Biediger

Lawrence J. Biediger
Sr. Director, Rates and Regulatory Affairs

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, 1/24th 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 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.

- (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, 1/24th 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.

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 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.

2.5 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.

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, 1/24th 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.

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

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.

MARKED VERSION

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, 1/24th 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 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 11.4-3 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, 1/24th 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.

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 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.

2.5 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 11.4-3 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.

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, 1/24th 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 11.4-3 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.

GENERAL TERMS AND CONDITIONS

11. FORCE MAJEURE / PRORATION OF DELIVERIES

11.1 Relief from Liability

~~With the exception of the liability set forth in Section 36 of the General Terms and Conditions of this Tariff, N~~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 ~~GT&C~~ Section 22.2 of the General Terms and Conditions of this Tariff.

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 definitions 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.

~~"Planned Maintenance" shall mean preventative work to help equipment operate more efficiently, avoid equipment malfunctions, maintain pipeline integrity, and includes, but is not limited to, work such as inspections, calibrations, water washing, and annual compressor driver maintenance.~~

~~"Emergency Maintenance" shall mean unanticipated or unplanned maintenance on the pipeline system required to be performed to ensure that gas continues to flow.~~

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

~~"Tariff Months" shall mean the months of December, January, February, July and August. "Non-Tariff Months" shall mean the months of March, April, May, June, September, October and November.~~

~~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.

~~Planned Maintenance in Tariff Months. Transporter shall attempt to plan maintenance of its facilities during the Non-Tariff Months. If due to Planned Maintenance Transporter fails to schedule the quantities of gas that have been nominated and confirmed then the Reservation Charge shall be reduced through a Reservation Charge credit. The credit, when applicable, shall be calculated based upon the ratio of (i) the quantities of gas that had been nominated and confirmed, but not scheduled during the month to (ii) the total quantities of gas nominated and confirmed during the month, times (iii) the total Reservation Charge owed Transporter for that month for such nominated and confirmed quantities.~~

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) When scheduled quantities to Shipper fall below ninety-eight percent (98%) of nominated and confirmed quantities during a Force Majeure event, then a reservation charge credit may be provided pursuant to this section. 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.~~

~~Planned Maintenance in Non-Tariff Months. If due to Planned Maintenance, Transporter fails to schedule the quantities of gas that have been nominated and confirmed then the Reservation Charge shall be reduced through a Reservation Charge credit and such credit shall be calculated as provided in Section 36.2 above; provided, however, that such reduction shall not apply provided that all of the following conditions are met: (i) the Planned Maintenance does not exceed five (5) days in any three consecutive Non-Tariff Months, (ii) Transporter has provided at least thirty (30) days advance notice of the Planned Maintenance, and (iii) scheduled quantities to Shipper do not fall below seventy five percent (75%) of nominated and confirmed quantities for any given month.~~

~~36.4 — Emergency Maintenance and/or Force Majeure. If due to Emergency Maintenance or Force Majeure, Transporter fails to schedule the quantities of gas that have been nominated and confirmed, then the Reservation Charge shall be reduced through a Reservation Charge credit and such credit shall be calculated as provided in Section 36.2 above; provided, however, that such reduction shall not apply (i) during periods of Emergency Maintenance not to exceed ten (10) days in any calendar quarter; (ii) during the occurrence of a Force Majeure event (but only to the extent of such Force Majeure); (iii) to any failure by Transporter to schedule quantities nominated and confirmed which is attributable to the fault (including Force Majeure) of Shipper or Shipper's suppliers; (iv) to the extent scheduled quantities to Shipper do not fall below ninety five percent (95%) of nominated and confirmed quantities for any given month.~~

36.534 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.

36.645 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.