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List of Non-Conforming Agreements:

Anadarko Energy Services Company #33666000-TFHPCIG
Black Hills Utility Holdings, Inc. TF-1 Agreement #33629000A
Black Hills Utility Holdings, Inc. TF-1 Agreement #33599000F
Black Hills Utility Holdings, Inc. #33640000
Colorado Springs Utilities #33247000
Cross Timbers Energy Services, Inc. TF-1 Agreement #33618000A
DCP Midstream Marketing, LLC TF-HP Agreement #33674000A
DCP Midstream Marketing, LLC TF-HP Agreement #33761000
Front Range Power Company, LLC TF-1 Agreement #33247000
Noble Energy, Inc. TF-1 Agreement #33179000
Pioneer Natural Gas Resources USA, Inc. TF-1 Agreement #33615000B
Public Service Company of Colorado TF-1 Agreement #33344000
Public Service Company of Colorado NNT-1 Agreement #31050000

<u>Rate Schedule</u>	<u>Rates per Dth</u> <u>(Note 1)</u>	
	<u>Minimum</u>	<u>Maximum</u>
TF-1 Reservation Rate - Monthly Rate (Note 6)	\$0.0000	\$9.0095
Daily Authorized Overrun Rate	\$0.0166	\$0.3128
Hourly Authorized Overrun Rate	\$0.0166	\$0.3128
TF-1 Commodity Rate	\$0.0166	\$0.0166
TF-1 Daily Unauthorized Overrun Rate - Greater of 100 Dth or 3% of MDQ	2 times TI-1 Maximum Commodity Rate	
Greater of 2,500 Dth or 5% of MDQ (Non-Critical Condition)	2 times TI-1 Maximum Commodity Rate	
Greater of 2,500 Dth or 5% of MDQ (Critical Condition)	5 times monthly Spot Index Price	
TF-1 Hourly Unauthorized Overrun Rate Greater of 1,000 Dth or 3% of HEA (Note 11)		\$0.6256
Greater of 1,000 Dth or 5% of HEA		\$1.5640
Greater of 1,000 Dth or 10% of HEA		\$3.1280
TF-1 North Raton Lateral Incremental Rates (Note 2)		
Zone 1		
Reservation Monthly Rate	\$0.0000	\$7.5000
Commodity Rate	\$0.0003	\$0.0003
Daily Authorized Overrun Rate	\$0.0003	\$0.2469
Zone 2		
Reservation Monthly Rate	\$0.0000	\$2.7500
Commodity Rate	\$0.0001	\$0.0001
Daily Authorized Overrun Rate	\$0.0001	\$0.0905

TF-1 North Raton Lateral Daily Unauthorized Overrun Rate -

Greater of 100 Dth or 3% of MDQ

2 times TI-1 Maximum Applicable
North Raton Lateral Commodity Rate

Greater of 2,500 Dth or 5% of MDQ
(Non-Critical Condition)

2 times TI-1 Maximum Applicable
North Raton Lateral Commodity Rate

Greater of 2,500 Dth or 5% of MDQ
(Critical Condition)

5 times monthly
Spot Index Price

<u>Rate Schedule</u>	Rates per Dth (Note 1)	
	<u>Minimum</u>	<u>Maximum</u>
TF-4:		
Commodity Rate	\$0.0166	\$0.4115
Daily Authorized Overrun Rate	\$0.0166	\$0.4115
Hourly Authorized Overrun Rate	\$0.0166	\$0.4115
Daily Unauthorized Overrun Rate Greater of 100 Dth or 3% of MDQ	2 times TI-1 Maximum Commodity Rate	
Greater of 2,500 Dth or 5% of MDQ (Non-Critical Condition)	2 times TI-1 Maximum Commodity Rate	
Greater of 2,500 Dth or 5% of MDQ (Critical Condition)	5 times monthly Spot Index Price	
Hourly Unauthorized Overrun Rate Greater of 1,000 Dth or 3% of HEA (Note 11)		\$0.8231
Greater of 1,000 Dth or 5% of HEA		\$2.0577
Greater of 1,000 Dth or 10% of HEA		\$4.1154

<u>Rate Schedule</u>	Rates per Dth (Note 1)	
	<u>Minimum</u>	<u>Maximum</u>
TF-HP Reservation Rate - Monthly Rate (Note 6)	\$0.0000	\$2.4425
Daily Authorized Overrun Rate	\$0.0002	\$0.0805
TF-HP Commodity Rate	\$0.0002	\$0.0002
TF-HP Daily Unauthorized Overrun Rate (Note 9) - Greater of 100 Dth or 3% of MDQ	2 times monthly Spot Index Price	
Greater of 2,500 Dth or 5% of MDQ (Non-Critical Condition)	2 times monthly Spot Index Price	
Greater of 2,500 Dth or 5% of MDQ (Critical Condition)	5 times monthly Spot Index Price	
TF-HP Hourly Unauthorized Overrun Rate (Note 9) - Greater of 1,000 Dth or 3% of HEA (Note 11)		\$0.1610
Greater of 1,000 Dth or 5% of HEA		\$0.4025
Greater of 1,000 Dth or 10% of HEA		\$0.8050

<u>Rate Schedule</u>	<u>(Note 1)</u>	
	<u>Minimum</u>	<u>Maximum</u>
NNT-1: (Note 12)		
Reservation Rates -		
Monthly rate (Note 6)	\$0.0000	\$7.7546
Delivery	\$0.0000	\$4.0676
Storage	\$0.0000	\$1.3879
Daily Balances	\$0.0000	\$1.3879
Hourly Flow Option	\$0.0000	\$0.9112
Quantity Injection Rate	\$0.0077	\$0.0077
Quantity Delivery Rate	\$0.0226	\$0.0226
Daily Authorized Delivery Overrun Rate	\$0.0226	\$0.2940
Daily Authorized Injection/Withdrawal Overrun Rate	\$0.0077	\$0.2472
Daily Authorized Storage Capacity Overrun Rate	\$0.0077	\$0.2472
Hourly Authorized Overrun Rate	\$0.0226	\$0.1653
Daily Unauthorized Overrun Rate -		
Greater of 100 Dth or 3% of MDQ, MDIQ, MDWQ or MAC		\$0.5880
Greater of 2,500 Dth or 5% of MDQ, MDIQ, MDWQ or MAC (Non-Critical Condition)		\$0.5880
Greater of 2,500 Dth or 5% of MDQ, MDIQ, MDWQ or MAC (Critical Condition)		\$2.9400
Hourly Unauthorized Overrun Rate		
Greater of 1,000 Dth or 3% of HEA (Note 11)		\$0.5880
Greater of 1,000 Dth or 5% of HEA		\$1.4699
Greater of 1,000 Dth or 10% of HEA		\$2.9400

<u>Rate Schedule</u>	<u>(Note 1)</u>	
	<u>Minimum</u>	<u>Maximum</u>
NNT-2: (Note 12)		
Commodity Delivery Rate	\$0.0000	\$0.4706
Daily Authorized Delivery Overrun Rate	\$0.0226	\$0.4706
Daily Authorized Injection/Withdrawal Overrun Rate	\$0.0077	\$0.4706
Daily Authorized Storage Capacity Overrun Rate	\$0.0077	\$0.4706
Hourly Authorized Overrun Rate	\$0.0226	\$0.4706
Daily Unauthorized Overrun Rate - Greater of 100 Dth or 3% of MDQ, MDIQ, MDWQ or MAC		\$0.9412
Greater of 2,500 Dth or 5% of MDQ, MDIQ, MDWQ or MAC (Non-Critical Condition)		\$0.9412
Greater of 2,500 Dth or 5% of MDQ, MDIQ, MDWQ or MAC (Critical Condition)		\$4.7058
Hourly Unauthorized Overrun Rate		
Greater of 1,000 Dth or 3% of HEA (Note 11)		\$0.9412
Greater of 1,000 Dth or 5% of HEA		\$2.3529
Greater of 1,000 Dth or 10% of HEA		\$4.7058

<u>Rate Schedule</u>	Rates per Dth (Note 1)	
	<u>Minimum</u>	<u>Maximum</u>
TSB-Y: (Note 12)		
Reservation Rates -		
Monthly Rate (Note 6)	\$0.0000	\$5.5487
High Plains	\$0.0000	\$2.4425
Storage Deliverability	\$0.0000	\$1.4824
Storage Capacity	\$0.0000	\$1.6238
Commodity Injection Rate	\$0.0190	\$0.0190
Commodity Delivery Rate	\$0.0192	\$0.0192
Daily Authorized Delivery Overrun Rate	\$0.0002	\$0.0805
Daily Authorized Injection/Withdrawal Overrun Rate	\$0.0190	\$0.0487
Daily Authorized Storage Capacity Overrun Rate	\$0.0190	\$0.0560
Daily Unauthorized Overrun Rate -		
Greater of 100 Dth or 3% of MDQ, YMDIQ, YMDWQ or YMAC		\$0.3648
Greater of 2,500 Dth or 5% of MDQ, YMDIQ, YMDWQ or YMAC (Non-Critical Condition)		\$0.9121
Greater of 2,500 Dth or 5% of MDQ, YMDIQ, YMDWQ or YMAC (Critical Condition)		\$1.8242

<u>Rate Schedule</u>	Rates per Dth (Note 1)	
	<u>Minimum</u>	<u>Maximum</u>
TSB-T: (Note 12)		
Reservation Rates		
Monthly Rate (Note 6)	\$0.0000	\$13.5327
High Plains	\$0.0000	\$2.4425
Storage Deliverability	\$0.0000	\$5.5451
Storage Capacity	\$0.0000	\$5.5451
Commodity Injection Rate	\$0.0369	\$0.0369
Commodity Delivery Rate	\$0.0371	\$0.0371
Daily Authorized Delivery Overrun Rate	\$0.0002	\$0.0805
Daily Authorized Injection/Withdrawal Overrun Rate	\$0.0369	\$0.1823
Daily Authorized Storage Capacity Overrun Rate	\$0.0369	\$0.1584
Daily Unauthorized Overrun Rate		
Greater of 100 Dth or 3% of MDQ, TMDIQ, TMDWQ or TMAC		\$0.8898
Greater of 2,500 Dth or 5% of MDQ, TMDIQ, TMDWQ or TMAC (Non-Critical Condition)		\$2.2246
Greater of 2,500 Dth or 5% of MDQ, TMDIQ, TMDWQ or TMAC (Critical Condition)		\$4.4491

<u>Rate Schedule</u>	<u>Rates per Dth</u> <u>(Note 1)</u>	
	<u>Minimum</u>	<u>Maximum</u>
FS-1: (Note 12)		
Reservation Rates -		
Storage Capacity Rate (Monthly Rate) (Note 6)	\$0.0000	\$0.1809
Reservation Rate (Monthly Rate) (Note 6)	\$0.0000	\$1.0666
Hourly Rates of Flow Option (Monthly Rate) (Note 6)	\$0.0000	\$0.2696
Quantity Injection Rate	\$0.0077	\$0.0077
Quantity Withdrawal Rate	\$0.0077	\$0.0077
Daily Authorized Injection/Withdrawal Overrun Rate	\$0.0077	\$0.5592
Authorized Storage Capacity Overrun Rate	\$0.0077	\$0.5592
FS-Y: (Note 12)		
Reservation Rates -		
Storage Capacity Rate (Monthly Rate) (Note 6)	\$0.0000	\$0.0560
Reservation Rate (Monthly Rate) (Note 6)	\$0.0000	\$1.4824
Quantity Injection Rate	\$0.0190	\$0.0190
Quantity Withdrawal Rate	\$0.0190	\$0.0190
Daily Authorized Injection/Withdrawal Overrun Rate	\$0.0380	\$0.1309
Authorized Storage Capacity Overrun Rate	\$0.0380	\$0.1309
FS-T: (Note 12)		
Reservation Rates		
Storage Capacity Rate (Monthly Rate) (Note 6)	\$0.0000	\$0.1584
Reservation Rate (Monthly Rate) (Note 6)	\$0.0000	\$5.5451
Quantity Injection Rate	\$0.0369	\$0.0369
Quantity Withdrawal Rate	\$0.0369	\$0.0369
Daily Authorized Injection/Withdrawal Overrun Rate	\$0.0737	\$0.3538
Daily Authorized Storage Capacity Overrun Rate	\$0.0737	\$0.3538

<u>Rate Schedule</u>	Rates per Dth (Note 1)	
	<u>Minimum</u>	<u>Maximum</u>
TI-1		
Commodity Rate (TF-1 equivalent)	\$0.0166	\$0.3128
TI-1 Daily Unauthorized Interruptible Overrun Rate		
Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity	2 times TI-1 Maximum Commodity Rate	
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition)	2 times TI-1 Maximum Commodity Rate	
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition)	5 times monthly Spot Index Price	
TI-1 Hourly Unauthorized Overrun Rate		
Greater of 1,000 Dth or 3% of HEA (Note 11)		\$0.6256
Greater of 1,000 Dth or 5% of HEA		\$1.5640
Greater of 1,000 Dth or 10% of HEA		\$3.1280

<u>Rate Schedule</u>	Rates per Dth (Note 1)	
	<u>Minimum</u>	<u>Maximum</u>
TI-1 Peak/Off-Peak Rates		
<u>Four Month Designation Option</u>		
Peak Month Rate		
Commodity Rate	\$0.0166	\$0.4579
Four Month Option Authorized Daily Overrun Rate	\$0.0166	\$0.4579
Four Month Option Daily Unauthorized Interruptible Overrun		
Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity	2 times the Four Month Peak Maximum Commodity Rate	
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition)	2 times the Four Month Peak Maximum Commodity Rate	
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition)	5 times monthly Spot Index Price	
Four Month Option Hourly Unauthorized Overrun		
Greater of 1,000 Dth or 3% of HEA (Note 11)		\$0.9159
Greater of 1,000 Dth or 5% of HEA		\$2.2897
Greater of 1,000 Dth or 10% of HEA		\$4.5794

<u>Rate Schedule</u>	Rates per Dth (Note 1)	
	<u>Minimum</u>	<u>Maximum</u>
TI-1 Peak/Off-Peak Rates		
<u>Four Month Designation Option</u>		
Off Peak Month Rate		
Commodity Rate	\$0.0166	\$0.2395
Four Month Option Authorized Daily Overrun Rate	\$0.0166	\$0.2395
Four Month Option Daily Unauthorized Interruptible Overrun		
Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity	2 times the Four Month Off-Peak Maximum Commodity Rate	
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition)	2 times the Four Month Off-Peak Maximum Commodity Rate	
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition)	5 times monthly Spot Index Price	
Four Month Option Hourly Unauthorized Overrun		
Greater of 1,000 Dth or 3% of HEA (Note 11)		\$0.4790
Greater of 1,000 Dth or 5% of HEA		\$1.1975
Greater of 1,000 Dth or 10% of HEA		\$2.3950

<u>Rate Schedule</u>	Rates per Dth (Note 1)	
	<u>Minimum</u>	<u>Maximum</u>
TI-1 Peak/Off-Peak Rates		
<u>Three Month Designation Option</u>		
Peak Month Rate		
Commodity Rate	\$0.0166	\$0.4579
Three Month Option Authorized Daily Overrun Rate	\$0.0166	\$0.4579
Three Month Option Daily Unauthorized Interruptible Overrun		
Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity	2 times the Three Month Peak Maximum Commodity Rate	
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition)	2 times the Three Month Peak Maximum Commodity Rate	
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition)	5 times monthly Spot Index Price	
Three Month Option Hourly Unauthorized Overrun		
Greater of 1,000 Dth or 3% of HEA (Note 11)		\$0.9159
Greater of 1,000 Dth or 5% of HEA		\$2.2897
Greater of 1,000 Dth or 10% of HEA		\$4.5794

<u>Rate Schedule</u>	Rates per Dth (Note 1)	
	<u>Minimum</u>	<u>Maximum</u>
TI-1 Peak/Off-Peak Rates		
<u>Three Month Designation Option</u>		
Off Peak Month Rate		
Commodity Rate	\$0.0166	\$0.2639
Three Month Option Authorized Daily Overrun Rate	\$0.0166	\$0.2639
Three Month Option Daily Unauthorized Interruptible Overrun		
Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity	2 times the Three Month Off-Peak Maximum Commodity Rate	
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition)	2 times the Three Month Off-Peak Maximum Commodity Rate	
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition)	5 times monthly Spot Index Price	
Three Month Option Hourly Unauthorized Overrun		
Greater of 1,000 Dth or 3% of HEA (Note 11)		\$0.5279
Greater of 1,000 Dth or 5% of HEA		\$1.3197
Greater of 1,000 Dth or 10% of HEA		\$2.6394

<u>Rate Schedule</u>	Rates per Dth (Note 1)	
	<u>Minimum</u>	<u>Maximum</u>
TI-1 Peak/Off-Peak Rates		
<u>Two Month Designation Option</u>		
Peak Month Rate		
Commodity Rate	\$0.0166	\$0.4579
Two Month Option Authorized Daily Overrun Rate	\$0.0166	\$0.4579
Two Month Option Daily Unauthorized Interruptible Overrun		
Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity	2 times the Two Month Peak Maximum Commodity Rate	
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition)	2 times the Two Month Peak Maximum Commodity Rate	
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition)	5 times monthly Spot Index Price	
Two Month Option Hourly Unauthorized Overrun		
Greater of 1,000 Dth or 3% of HEA (Note 11)		\$0.9159
Greater of 1,000 Dth or 5% of HEA		\$2.2897
Greater of 1,000 Dth or 10% of HEA		\$4.5794

<u>Rate Schedule</u>	Rates per Dth (Note 1)	
	<u>Minimum</u>	<u>Maximum</u>
TI-1 Peak/Off-Peak Rates		
<u>Two Month Designation Option</u>		
Off Peak Month Rate		
Commodity Rate	\$0.0166	\$0.2835
Two Month Option Authorized Daily Overrun Rate	\$0.0166	\$0.2835
Two Month Option Daily Unauthorized Interruptible Overrun		
Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity	2 times the Two Month Off-Peak Maximum Commodity Rate	
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition)	2 times the Two Month Off-Peak Maximum Commodity Rate	
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition)	5 times monthly Spot Index Price	
Two Month Option Hourly Unauthorized Overrun		
Greater of 1,000 Dth or 3% of HEA (Note 11)		\$0.5670
Greater of 1,000 Dth or 5% of HEA		\$1.4174
Greater of 1,000 Dth or 10% of HEA		\$2.8348

<u>Rate Schedule</u>	Rates per Dth (Note 1)	
	<u>Minimum</u>	<u>Maximum</u>
TI-1 Peak/Off-Peak Rates		
<u>One Month Designation Option</u>		
Peak Month Rate		
Commodity Rate	\$0.0166	\$0.4579
One Month Option Authorized Daily Overrun Rate	\$0.0166	\$0.4579
One Month Option Daily Unauthorized Interruptible Overrun		
Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity	2 times the One Month Peak Maximum Commodity Rate	
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition)	2 times the One Month Peak Maximum Commodity Rate	
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition)	5 times monthly Spot Index Price	
One Month Option Hourly Unauthorized Overrun		
Greater of 1,000 Dth or 3% of HEA (Note 11)		\$0.9159
Greater of 1,000 Dth or 5% of HEA		\$2.2897
Greater of 1,000 Dth or 10% of HEA		\$4.5794

<u>Rate Schedule</u>	Rates per Dth (Note 1)	
	<u>Minimum</u>	<u>Maximum</u>
TI-1 Peak/Off-Peak Rates		
<u>One Month Designation Option</u>		
Off Peak Month Rate		
Commodity Rate	\$0.0166	\$0.2995
One Month Option Authorized Daily Overrun Rate	\$0.0166	\$0.2995
One Month Option Daily Unauthorized Interruptible Overrun		
Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity	2 times the One Month Off-Peak Maximum Commodity Rate	
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition)	2 times the One Month Off-Peak Maximum Commodity Rate	
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition)	5 times monthly Spot Index Price	
One Month Option Hourly Unauthorized Overrun		
Greater of 1,000 Dth or 3% of HEA (Note 11)		\$0.5989
Greater of 1,000 Dth or 5% of HEA		\$1.4974
Greater of 1,000 Dth or 10% of HEA		\$2.9947

<u>Rate Schedule</u>	Rates per Dth (Note 1)	
	<u>Minimum</u>	<u>Maximum</u>
TI-1 North Raton Lateral Interruptible Incremental Rates (Note 2)		
Zone 1 Commodity Rate	\$0.0003	\$0.2469
Zone 2 Commodity Rate	\$0.0001	\$0.0905
North Raton Lateral Daily Unauthorized Interruptible Overrun Rate		
Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity	2 times TI-1 Maximum Applicable North Raton Lateral Interruptible Commodity Rate	
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition)	2 times TI-1 Maximum Applicable North Raton Lateral Interruptible Commodity Rate	
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition)	5 times monthly Spot Index Price	

<u>Rate Schedule</u>	<u>Rates per Dth</u> <u>(Note 1)</u>	
	<u>Minimum</u>	<u>Maximum</u>
TI-HP:		
Commodity Rate	\$0.0002	\$0.0805
TI-HP Daily Unauthorized Interruptible Overrun Rate		
Above the greater of 100 Dth or 5% of Confirmed Delivery Quantity		2 times monthly Spot Index Price
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Non-Critical Condition)		2 times monthly Spot Index Price
Above the greater of 2,500 Dth or 6% of Confirmed Delivery Quantity (Critical Condition)		5 times monthly Spot Index Price
TI-HP Hourly Unauthorized Overrun Rate		
Greater of 1,000 Dth or 3% of HEA (Note 11)		\$0.1610
Greater of 1,000 Dth or 5% of HEA		\$0.4025
Greater of 1,000 Dth or 10% of HEA		\$0.8050
PAL-1		
Commodity Rate	\$0.0000	\$0.3128
PAL-HP		
Initial Rate	\$0.0000	\$0.0805
Park/Loan Balance Rate	\$0.0000	\$0.0403
Completion Rate	\$0.0000	\$0.0805
APAL-1		
Monthly Park/Loan Rate (Applied monthly to the average daily balance of Gas Parked or Loaned for Shipper's account during the Month)	\$0.0000	\$0.0500
Commodity Rate	\$0.0000	\$0.3128

<u>Rate Schedule</u>	<u>Rates per Dth</u> <u>(Note 1)</u>	
	<u>Minimum</u>	<u>Maximum</u>
IS-1: (Note 12)		
Interruptible Storage Rate (Applied monthly to the average daily balance of Gas in storage for Shipper's account during the Month)	\$0.0000	\$0.0897
Quantity Injection Rate	\$0.0077	\$0.0077
Quantity Withdrawal Rate	\$0.0077	\$0.0077
IS-Y: (Note 12)		
Interruptible Storage Rate (Applied monthly to the average daily balance of Gas in storage for Shipper's account during the Month)	\$0.0000	\$0.1119
Quantity Injection Rate	\$0.0190	\$0.0190
Quantity Withdrawal Rate	\$0.0190	\$0.0190
Daily Authorized Injection/Withdrawal Overrun Rate	\$0.0380	\$0.1309
Authorized Storage Capacity Overrun Rate	\$0.0380	\$0.1309
IS-T: (Note 12)		
Interruptible Storage Rate (Applied monthly To the average daily balance of Gas in storage for Shipper's account during the Month)	\$0.0000	\$0.3169
Quantity Injection Rate	\$0.0369	\$0.0369
Quantity Withdrawal Rate	\$0.0369	\$0.0369

<u>Rate Schedule</u>	Rates per Dth (Note 1)	
	<u>Minimum</u>	<u>Maximum</u>
SS-1		
Commodity Rate	\$0.0166	\$0.3128
Hourly Unauthorized Overrun Rate		
Greater of 1,000 Dth or 3% of HEA (Note 11)		\$0.6256
Greater of 1,000 Dth or 5% of HEA		\$1.5640
Greater of 1,000 Dth or 10% of HEA		\$3.1280
SS-HP		
Commodity Rate	\$0.0002	\$0.0805
Hourly Unauthorized Overrun Rate		
Greater of 1,000 Dth or 3% of HEA (Note 11)		\$0.1610
Greater of 1,000 Dth or 5% of HEA		\$0.4025
Greater of 1,000 Dth or 10% of HEA		\$0.8050

<u>Rate Schedule</u>	<u>Rates per Dth</u> <u>(Note 1)</u>	
	<u>Minimum</u>	<u>Maximum</u>
HUB-1		
No Compression Required *		
Commodity Rate:	\$0.0000	\$0.0100
Compression Required		
Commodity Rate (including fuel) (Note 10):		
Arrowhead to Lodgepole:		
(Design pressure difference 53 psig)	\$0.0051	\$0.0187
CIG to Trailblazer/WIC/Ponderosa:		
(Design pressure difference 70 psig)	\$0.0052	\$0.0198
Lodgepole to CIG:		
(Design pressure difference 97 psig)	\$0.0072	\$0.0218
Arrowhead to CIG:		
(Design pressure difference 150 psig)	\$0.0107	\$0.0254
Lodgepole to Trailblazer/WIC:		
(Design pressure difference 167 psig)	\$0.0109	\$0.0255
Arrowhead to Trailblazer/WIC:		
(Design pressure difference 220 psig)	\$0.0145	\$0.0291
Commodity Rate		
(No fuel included)	\$0.0010	\$0.0146
Cheyenne Hub Fuel Reimbursement		
Arrowhead to Lodgepole:		
(Design pressure difference 53 psig)		.079%
CIG to Trailblazer/WIC/Ponderosa:		
(Design pressure difference 70 psig)		.081%
Lodgepole to CIG:		
(Design pressure difference 97 psig)		.121%
Arrowhead to CIG:		
(Design pressure difference 150 psig)		.190%
Lodgepole to Trailblazer/WIC:		
(Design pressure difference 167 psig)		.193%
Arrowhead to Trailblazer/WIC:		
(Design pressure difference 220 psig)		.264%
Cheyenne Station Hub Park and Loan Rate	\$0.0166	\$0.3128

* No compression is required for all Hub receipt-delivery combinations not identified as Compression Required.

<u>Rate Schedule</u>	Rates per Dth (Note 1)	
	<u>Minimum</u>	<u>Maximum</u>
CS-1 Reservation Rate - Monthly Rate	\$0.0000	\$0.8844
CS-1 Commodity Rate	\$0.0003	\$0.0003

<u>Surcharge</u>	Rates per Dth (Note 1)	
	<u>Minimum</u>	<u>Maximum</u>
Gas Quality Control Surcharge(s) (Note 5):		
Valley Line Gas Quality Control Surcharge ("VL-GQC")		
Primary Firm Entitlement Reservation Rate (Monthly)	\$0.0000	\$0.4760
Commodity Rate	\$0.0090	\$0.0090
Interruptible, Small Customer and Secondary Capacity GQC Commodity Rate	\$0.0661	\$0.0661
High Plains Gas Quality Control Surcharge ("HP-GQC")		
Primary Firm Entitlement Reservation Rate (Monthly)	\$0.0000	\$0.4760
Commodity Rate	\$0.0090	\$0.0090
Interruptible and Secondary Capacity GQC Commodity Rate	\$0.0661	\$0.0661
Spruce Hill Gas Quality Control Surcharge ("SH-GQC") (Note 13)		
Primary Firm Entitlement Reservation Rate (Monthly)	\$0.0000	\$3.5000
Commodity Rate	\$0.0012	\$0.0012
Interruptible and Secondary Capacity GQC Commodity Rate	\$0.4482	\$0.4482
ACA Surcharge (Note 8):		
Commodity Rate	Posted on Commission website at http://www.ferc.gov	

STATEMENT OF RATES FOR TRANSPORTATION/STORAGE OF NATURAL GAS
FOOTNOTES

- (1) Rates, surcharges, and fees are stated in Dth.

For billing purposes, these charges shall be collected as set forth in the service agreement and pursuant to the General Terms and Conditions of this Tariff.

When appropriate, the transportation rate shall be adjusted to include applicable surcharges. All surcharges and fees are listed herein on the Statement of Rates and applicable surcharges are detailed in the service agreement.

- (2) The North Raton Lateral consists of two distinct zones. Zone 1 of the North Raton Lateral begins at the interconnect with the Wet Canyon Meter Station and extends 90.3 miles north. Zone 2 of the North Raton Lateral begins at the end of Zone 1 and extends 28.3 miles north to the interconnect with Line No. 212A. Shippers transporting across Zone 1 and/or Zone 2 will be charged the applicable Zone 1 and/or Zone 2 rates.
- (3) All Shippers transporting on the North Raton Lateral shall be subject to the mainline Fuel Gas and L&U. However, such Shippers will be assessed mainline Fuel Gas and Lost, Unaccounted For and Other Fuel Gas only once if the service involves mainline transportation and North Raton Lateral transportation.
- (4) The percentages for "Receipt Quantities for Transportation Fuel Gas" and "Lost, Unaccounted For and Other Fuel Gas" shown on the Statement of Rates shall be adjusted semi-annually and quarterly respectively, based upon the most recent experience (see definition of Fuel Reimbursement in Section 1 of the General Terms and Conditions). Such adjustments shall not subject Transporter to any obligation to justify its other costs or revenues or throughput. Transporter shall be allowed to adjust these percentages independent of and without regard to other rates.
- (5) See Section 33 of the General Terms and Conditions for a description of this surcharge.
- (6) For Capacity Release transactions only, Transporter has adopted the following NAESB standards. On the bidding formats, the number of decimal places for offers, bids and awards shall be equal to the number of decimal places in Transporter's stated rates (NAESB Standard 5.3.21). Converting a Daily rate to a Monthly rate is accomplished by multiplying the Daily rate times the number of Days in the rate period, dividing the result by the number of Months in the rate period, taking the remainder out to 5 decimal places, and rounding up or down to the Transporter's specified decimal place. Converting a Monthly rate to a Daily rate is accomplished by multiplying the Monthly rate by the number of Months in the rate period, dividing the result by the number of Days in the rate period, taking the remainder out to 5 decimal places, and rounding up or down to the Transporter's specified decimal place (NAESB Standard 5.3.22). Furthermore, for capacity release purposes, all Tariff rates shall be adjusted to reflect a standard calculation of Daily and Monthly rates, in conformance with NAESB Standard 5.3.23.

- (7) See Section 13.3 of the General Terms and Conditions for a description of No-Fuel Wheeling Areas.
- (8) See Section 17 of the General Terms and Conditions for a description of this Surcharge.
- (9) To the extent that CIG's High Plains system is fully contracted, all non-critical and hourly overrun activity will be deemed as authorized.
- (10) The use of the name "CIG" here represents all Hub locations not otherwise identified below. Ponderosa is an interconnect with Public Service Company of Colorado's (PSCo's) high pressure system. Arrowhead is an interconnect with Tallgrass Interstate Gas Transmission, L.L.C. Lodgepole is an interconnect with PSCo (Front Range). Trailblazer is an interconnect with Trailblazer Pipeline Company, LLC. WIC is an interconnect with Wyoming Interstate Company, L.L.C.
- (11) Hourly Entitlement Amount ("HEA") shall mean the quantity a Shipper cannot exceed before being subject to the Hourly Unauthorized Rate. Such quantity is described in the Unauthorized Overrun section of Rate Schedules TF-1, TF-HP, TI-1, TI-HP, NNT-1, NNT-2, SS-1, SS-HP and TF-4.
- (12) Rate(s) for Rate Schedules NNT-1, NNT-2, FS-1, and IS-1 shall be adjusted effective the first of the Month, the Month following the date when a new currently effective CIG Mainline Storage Average Thermal Content of Gas in Storage ("ATC") is posted on Transporter's electronic bulletin board and on Transporter's Web site under Informational Postings, as provided in Section 1 of the General Terms and Conditions of this Tariff. Such adjustment shall be made by multiplying the fraction $[(1,000) \text{ over } (\text{new effective ATC in Btu which is currently } 1,064)]$ times Shipper's Base Rate(s). For purposes of this note Shipper's "Base Rate(s)" shall be Shipper's rate(s) as calculated based on an ATC of 1,000 Btu per cubic foot.

Rate(s) for Rate Schedules TSB-Y, FS-Y and IS-Y shall be adjusted effective the first of the Month, the Month following the date when a new currently effective Young ATC is posted on Transporter's electronic bulletin board and on Transporter's Web site under Informational Postings, as provided in Section 1 of the General Terms and Conditions of this Tariff. Such adjustment shall be made by multiplying the fraction $[(1,000) \text{ over } (\text{new effective ATC in Btu which is currently } 1,099)]$ times Shipper's Base Rate(s). For purposes of this note Shipper's "Base Rate(s)" shall be Shipper's rate(s) as calculated based on an ATC of 1,000 Btu per cubic foot.

Transporter shall also adjust the rate and entitlements for Transportation between the Point of Withdrawal and Point of Delivery under Rate Schedules NNT-1 and NNT-2 to the extent capacity is available.

Rate(s) for Rate Schedules TSB-T, FS-T and IS-T shall be adjusted effective the first of the Month, the Month following the date when a new currently effective Totem ATC is posted on Transporter's electronic bulletin board and on Transporter's Web site under Informational

Postings, as provided in Section 1 of the General Terms and Conditions of this Tariff. Such adjustments shall be made by multiplying the fraction [(1,000) over (new effective ATC in Btu which is currently 1,074)] times Shipper's Base Rate(s). For purposes of this note Shipper's "Base Rate(s)" shall be Shipper's rate(s) as calculated based on an ATC of 1,000 Btu per cubic foot.

Transporter shall file revised Tariff provisions within 30 days after posting a new currently effective ATC on its electronic bulletin board. The revised Tariff provisions shall reflect the adjusted minimum and maximum rates. Transporter's minimum and maximum Base Rates are as follows:

<u>Rate Schedule</u>	<u>Base Rates per Dth</u> <u>At 1000 Btu</u>	
	<u>Minimum</u>	<u>Maximum</u>
NNT-1:		
Reservation Rates -		
Monthly Rate (Note 6)	\$0.0000	\$8.2509
Delivery	\$0.0000	\$4.3280
Storage	\$0.0000	\$1.4767
Daily Balances	\$0.0000	\$1.4767
Hourly Flow Option	\$0.0000	\$0.9695
Quantity Injection Rate	\$0.0082	\$0.0082
Quantity Delivery Rate	\$0.0240	\$0.0240
Daily Authorized Delivery Overrun Rate	\$0.0240	\$0.3128
Daily Authorized Injection/Withdrawal Overrun Rate	\$0.0082	\$0.2630
Daily Authorized Storage Capacity Overrun	\$0.0082	\$0.2630
Hourly Authorized Overrun Rate	\$0.0240	\$0.1759

<u>Rate Schedule</u>	Base Rates per Dth At 1000 Btu	
	<u>Minimum</u>	<u>Maximum</u>
NNT-1:		
Daily Unauthorized Overrun Rate		
Greater of 100 Dth or 3% of MDQ, MDIQ, MDWQ or MAC		\$0.6256
Greater of 2,500 Dth or 5% of MDQ, MDIQ, MDWQ or MAC (Non-Critical Condition).		\$0.6256
Greater of 2,500 Dth or 5% of MDQ, MDIQ, MDWQ or MAC (Critical Condition)		\$3.1280
Hourly Unauthorized Overrun Rate		
Greater of 1,000 Dth or 3% of HEA (Note 11)		\$0.6256
Greater of 1,000 Dth or 5% of HEA		\$1.5640
Greater of 1,000 Dth or 10% of HEA		\$3.1280

<u>Rate Schedule</u>	<u>Base Rates per Dth At 1000 Btu</u>	
	<u>Minimum</u>	<u>Maximum</u>
NNT-2:		
Commodity Delivery Rate	\$0.0000	\$0.5007
Daily Authorized Delivery Overrun Rate	\$0.0240	\$0.5007
Daily Authorized Injection/Withdrawal Overrun Rate	\$0.0082	\$0.5007
Daily Authorized Storage Capacity Overrun Rate	\$0.0082	\$0.5007
Hourly Authorized Overrun	\$0.0240	\$0.5007
Daily Unauthorized Overrun Rate		
Greater of 100 Dth or 3% of MDQ, MDIQ, MDWQ or MAC.		\$1.0014
Greater of 2,500 Dth or 5% of MDQ, MDIQ, MDWQ or MAC (Non-Critical Condition)		\$1.0014
Greater of 2,500 Dth or 5% of MDQ, MDIQ, MDWQ or MAC (Critical Condition)		\$5.0070
Hourly Unauthorized Overrun Rate		
Greater of 1,000 Dth or 3% of HEA (Note 11)		\$1.0014
Greater of 1,000 Dth or 5% of HEA		\$2.5035
Greater of 1,000 Dth or 10% of HEA		\$5.0070

<u>Rate Schedule</u>	Base Rates per Dth at 1000 Btu	
	<u>Minimum</u>	<u>Maximum</u>
TSB-Y:		
Reservation Rates -		
Monthly Rate	\$0.0000	\$5.8562
High Plains	\$0.0000	\$2.4425
Storage Deliverability	\$0.0000	\$1.6292
Storage Capacity	\$0.0000	\$1.7846
Commodity Injection Rate \$0.0209	\$0.0209	
Commodity Delivery Rate	\$0.0211	\$0.0211
Daily Authorized Delivery Overrun Rate	\$0.0002	\$0.0805
Daily Authorized Injection/Withdrawal Overrun Rate	\$0.0209	\$0.0535
Daily Authorized Storage Capacity Overrun	\$0.0209	\$0.0615
Daily Unauthorized Overrun Rate (Note 7) -		
Greater of 100 Dth or 3% of MDQ, YMDIQ, YMDWQ or YMAC.		\$0.3851
Greater of 2,500 Dth or 5% of MDQ, YMDIQ, YMDWQ or YMAC (Non-Critical Condition)		\$0.9627
Greater of 2,500 Dth or 5% of MDQ, YMDIQ, YMDWQ or YMAC (Critical Condition)		\$1.9253

<u>Rate Schedule</u>	Base Rates per Dth at 1000 Btu	
	<u>Minimum</u>	<u>Maximum</u>
TSB-T:		
Reservation Rates -		
Monthly Rate	\$0.0000	\$14.3534
High Plains	\$0.0000	\$2.4425
Storage Deliverability	\$0.0000	\$5.9554
Storage Capacity	\$0.0000	\$5.9554
Commodity Injection Rate	\$0.0396	\$0.0396
Commodity Delivery Rate	\$0.0398	\$0.0398
Daily Authorized Delivery Overrun Rate	\$0.0002	\$0.0805
Daily Authorized Injection/Withdrawal Overrun Rate	\$0.0396	\$0.1958
Daily Authorized Storage Capacity Overrun Rate	\$0.0396	\$0.1702
Daily Unauthorized Overrun Rate –		
Greater of 100 Dth or 3% of MDQ, TMDIQ, TMDWQ or TMAC		\$0.9438
Greater of 2,500 Dth or 5% of MDQ, TMDIQ, TMDWQ or TMAC (Non-Critical Condition)		\$2.3595
Greater of 2,500 Dth or 5% of MDQ, TMDIQ, TMDWQ or TMAC (Critical Condition)		\$4.7189

<u>Rate Schedule</u>	<u>Base Rates per Dth at 1000 Btu</u>	
	<u>Minimum</u>	<u>Maximum</u>
FS-1:		
Reservation Rates -		
Storage Capacity Rate (Monthly Rate) (Note 6)	\$0.0000	\$0.1925
Reservation Rate (Monthly Rate) (Note 6)	\$0.0000	\$1.1348
Hourly Rates of Flow Option Monthly Rate (Note 6)	\$0.0000	\$0.2868
Quantity Injection Rate	\$0.0082	\$0.0082
Quantity Withdrawal Rate	\$0.0082	\$0.0082
Daily Authorized Injection/Withdrawal Overrun Rate	\$0.0082	\$0.5950
Daily Authorized Storage Capacity Overrun Rate	\$0.0082	\$0.5950
FS-Y:		
Reservation Rates -		
Storage Capacity Rate (Monthly Rate)	\$0.0000	\$0.0615
Reservation Rate (Monthly Rate)	\$0.0000	\$1.6292
Quantity Injection Rate	\$0.0209	\$0.0209
Quantity Withdrawal Rate	\$0.0209	\$0.0209
Daily Authorized Injection/Withdrawal Overrun Rate	\$0.0418	\$0.1439
Daily Authorized Storage Capacity Overrun Rate	\$0.0418	\$0.1439

<u>Rate Schedule</u>	Base Rates per Dth at 1000 Btu	
	<u>Minimum</u>	<u>Maximum</u>
FS-T:		
Reservation Rates -		
Storage Capacity Rate (Monthly Rate)	\$0.0000	\$0.1702
Reservation Rate (Monthly Rate)	\$0.0000	\$5.9554
Quantity Injection Rate	\$0.0396	\$0.0396
Quantity Withdrawal Rate	\$0.0396	\$0.0396
Daily Authorized Injection/Withdrawal Overrun Rate	\$0.0792	\$0.3799
Daily Authorized Storage Capacity Overrun Rate	\$0.0792	\$0.3799

<u>Rate Schedule</u>	Base Rates per Dth at 1000 Btu	
	<u>Minimum</u>	<u>Maximum</u>
IS-1:		
Interruptible Storage Rate (Applied monthly to the average daily balance of Gas in storage for Shipper's account during the Month)	\$0.0000	\$0.0954
Quantity Injection Rate	\$0.0082	\$0.0082
Quantity Withdrawal Rate	\$0.0082	\$0.0082
IS-Y:		
Interruptible Storage Rate (Applied monthly to the average daily balance of Gas in storage for Shipper's account during the Month)	\$0.0000	\$0.1230
Quantity Injection Rate	\$0.0209	\$0.0209
Quantity Withdrawal Rate	\$0.0209	\$0.0209
Daily Authorized Injection/Withdrawal Overrun Rate	\$0.0418	\$0.1439
Daily Authorized Storage Capacity Overrun Rate	\$0.0418	\$0.1439
IS-T:		
Interruptible Storage Rate (Applied monthly To the average daily balance of Gas in storage for Shipper's account during the Month)	\$0.0000	\$0.3403
Quantity Injection	\$0.0396	\$0.0396
Quantity Withdrawal Rate	\$0.0396	\$0.0396

- (13) Electric power costs related to Spruce Hill Air Blending Facilities shall be assessed according to the provisions of Section 31 of the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS

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Section 2 Measurement

Section 3 Quality

Section 4 Requests for Services

Section 4.1 Requests for Service

Section 4.2 Capacity Reserved for Future Expansions/Extension Projects

Section 4.3 Off-System Capacity

Section 4.4 Electronic Execution of Agreements

Section 4.5 Amendment

Section 4.6 Right of First Refusal

Section 4.7 Shipper Notice of Intent to Renew

Section 4.8 Carryover of Rights Upon Conversion

Section 4.9 Right of First Refusal Clause in Firm Agreement

Section 4.10 Capacity Sold on an Interim Basis

Section 4.11 Early Termination

Section 4.12 Extension of Agreement Term

Section 4.13 Increment of Capacity Extension Rights

Section 4.14 Creditworthiness

Section 4.15 Correlative Discounts

Section 4.16 Discounting

Section 4.17 Nonconforming Negotiated Rates

Section 4.18 Governmental Regulation

Section 4.19 Assignment

Section 4.20 Blanket Certificate Authority

Section 4.21 Agents

Section 4.22 Governmental Authorization

Section 4.23 Regulatory Authority

Section 4.24 Governing Law

Section 4.25 Termination Obligations

Section 5 Service Conditions

Section 6 Nomination and Scheduling Procedures

- Section 6.1 Procedures and Deadlines
- Section 6.2 Confirmation and Scheduling Criteria
- Section 6.3 Transportation Service Scheduling of Receipts and Deliveries and Allocation of Capacity
- Section 6.4 Storage Service
- Section 6.5 Requests for Intraday Variable Deliveries
- Section 6.6 Rate Schedule PAL-1, PAL-HP and APAL-1 Nominations and Confirmations
- Section 6.7 Pooling Nominations
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Section 7 Responsibility for Gas and Products**Section 8 Operating Provisions**

- Section 8.1 Firm Transportation Service
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Section 9 Capacity Release Program

- Section 9.1 Purpose
- Section 9.2 Applicability
- Section 9.3 Availability of Released Capacity
- Section 9.4 Qualification for Participation
- Section 9.5 Capacity Release Requests
- Section 9.6 Releases Assigned on the Basis of an Open Season
- Section 9.7 Prearranged Releases
- Section 9.8 Notice by Shipper Electing to Release Capacity on an Open Season Basis
- Section 9.9 Notice by Shipper Electing to Release Capacity on a Prearranged Basis
- Section 9.10 Term of Released Capacity
- Section 9.11 Bids for Released Capacity Subject to Open Season
- Section 9.12 Awarding of Released Capacity
- Section 9.13 Recalls and Reputs of Capacity
- Section 9.14 Execution of Agreements or Amendments
- Section 9.15 Notice of Completed Transactions
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- Section 9.17 Rates
- Section 9.18 Marketing Fee
- Section 9.19 Billing
- Section 9.20 Compliance by Replacement Shipper
- Section 9.21 Obligations of Releasing Shipper
- Section 9.22 Refunds
- Section 9.23 Administrative Costs
- Section 9.24 Charges for use of Segmentation Point(s) or Secondary Point(s)

Section 10	Imbalance Management
Section 10.1	Imbalances
Section 10.2	Imbalance Adjustments
Section 10.3	Operational Balancing Agreement
Section 10.4	Determination of Deliveries
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Section 11.1	Monthly Operating Plan
Section 11.2	Critical Operating Procedures
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Section 28	Operational Purchases and Sales
Section 29	Curtailement (NGA Policy of 1978)
Section 30	Specified Delivery Points
Section 31	Electric Power Costs
Section 32	Compliance with 18 CFR, Section 284.12

3. QUALITY

- 3.1 Specifications. Unless otherwise agreed pursuant to Sections 3.2 and 3.3 below, Shipper warrants that Gas Tendered hereunder at each Point of Receipt and Point of Delivery will comply with the following quality specifications:
- (a) At a pressure of 14.73 p.s.i.a. and a temperature of 60 degrees Fahrenheit, such Gas shall not contain more than:
 - (i) .25 grain of hydrogen sulphide per 100 cubic feet,
 - (ii) 5 grains of total sulphur per 100 cubic feet,
 - (iii) 10 parts per million (0.001 percent) by volume of oxygen; however, this oxygen quality specification shall not apply at Point(s) of Delivery on the Valley Line and its supporting blending operations (see Section 3.5 below for oxygen specifications applicable to the Valley Line and its supporting blending operations,)
 - (iv) 3.0 percent by volume of carbon dioxide,
 - (v) 7 pounds of water vapor per million cubic feet at Point(s) of Receipt and Point(s) of Delivery within the states of Kansas, Oklahoma, and Texas and 5 pounds of water vapor per million cubic feet in all other states.
 - (b) Shipper warrants that all Gas Tendered will be commercial in quality and shall be free from any foreign material such as solids, lubricating oils, sand, dirt, dust, gums, crude oil, water or hydrocarbons in the liquid phase, metal particles, and other objectionable substances, including, but not limited to, polychlorinated biphenyls, which may be injurious to pipelines, people, property, or the environment which may interfere with its Transportation or makes the Gas unmarketable or unacceptable for Delivery from Transporter's transmission system.
 - (c) Shipper warrants that all Gas Tendered will have a Gross Heating Value of not more than 1,235 Btu's nor less than 968 Btu's per cubic foot at a pressure of 14.73 p.s.i.a. and a temperature of 60 degrees Fahrenheit.
 - (d) Shipper warrants that the temperature of the Gas Tendered will not exceed 120 degrees Fahrenheit; provided, however, if Transporter is required to dehydrate the Gas at the Point(s) of Receipt, then the temperature of such Gas shall not exceed 90 degrees Fahrenheit.

3.1 Specifications (continued)

- (e) Shipper warrants that the hydrocarbon dew point of all Gas Tendered will not exceed a temperature of 25 degrees Fahrenheit at any pressure between 100 p.s.i.a. and 1,480 p.s.i.a. as calculated from the Gas composition.

Notwithstanding Sections 3.1 through 3.3, Transporter shall not be required to receive Gas at any Point of Receipt which is of a quality inferior to that required by Shipper or a third Party at any Point of Delivery under the Agreement. Transporter shall not be liable to Shipper or any third Party for any damages incurred as a result of Transporter's refusal to receive Gas as a result of this provision.

3.2 Specification Exemptions. Transporter, in its reasonable discretion and judgment, may accept Gas that does not conform to the quality specifications in Section 3.1 but meets the conditions set forth below, provided Transporter determines that such acceptance will not interfere with Transporter's ability to: (1) maintain prudent and safe operation of Transporter's pipeline system and storage facilities, (2) ensure that such Gas does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such Gas does not adversely affect Transporter's ability to Tender Gas for Delivery to a downstream pipeline or end-user.

- (a) Transporter may accept Gas with no more than 2000 parts per million (.200 percent) by volume of oxygen at a pressure of 14.73 p.s.i.a. and a temperature of 60 degrees Fahrenheit at any Point(s) of Receipt.
- (b) Transporter may accept Gas with a hydrocarbon dew point in excess of 25 degrees Fahrenheit at any pressure between 100 p.s.i.a. and 1,480 p.s.i.a. as calculated from the Gas composition; provided that the Gas is subsequently processed at the BP Wattenberg, Regency Lakin, Mocane, CIG Rawlins, Williams Field Service Echo Springs or DCP Roggen plants. However, the Gas must meet the Section 3.1(e) specification after processing at these plants and upon reintroduction into CIG's mainline facilities.
- (c) Transporter may accept Gas with a water vapor content in excess of 7 pounds per million cubic feet; provided that the Gas is subsequently processed within the Regency Lakin and Mocane plant. However, the Gas must meet the Section 3.1(a)(v) specification after processing at this plant and before reintroduction into CIG's mainline facilities.
- (d) Transporter may accept Gas with a hydrocarbon dew point in excess of 25 degrees Fahrenheit at any pressure between 100 p.s.i.a. and 1,480 p.s.i.a. as calculated from the Gas composition at the East Dry Creek, Cavalry, Bent-Wagon Trail and Fluke Meter Stations for quantities not to exceed 1,000 Dth/d at each location and at the Kiowa Meter Station for quantities not to exceed 4,000 Dth/d.

3.2 Specification Exemptions (continued)

- (e) Transporter may accept Gas with a Gross Heating Value in excess of 1,235 Btus per cubic foot at a pressure of 14.73 p.s.i.a. and a temperature of 60 degrees Fahrenheit; provided that the Gas is subsequently processed at the BP Wattenberg, Regency Lakin, Mocane, CIG Rawlins, or DCP Roggen plants. However, the Gas must meet the Section 3.1(c) specification after processing at these plants and upon reintroduction into CIG's mainline facilities.
- (f) Transporter may accept Gas with a Gross Heating Value in excess of 1,235 Btus per cubic foot at a pressure of 14.73 p.s.i.a. and a temperature of 60 degrees Fahrenheit at the East Dry Creek, Cavalry, Bent-Wagon Trail and Fluke Meter Stations for quantities not to exceed 1,000 Dth/d at each location and at the Kiowa Meter Station for quantities not to exceed 4,000 Dth/d.
- (g) Transporter may accept Gas with a water vapor of no more than 7 pounds per million cubic feet into the Enterprise Lateral (running from the Enterprise gathering facilities to the BP Wattenberg Plant), provided the Gas is subsequently processed at the BP Wattenberg Plant and meets the Section 3.1 (a) (v) specification after processing and upon reintroduction into CIG's facilities.
- (h) Transporter may accept Gas with a Gross Heating Value of not less than 950 Btus per cubic foot at a pressure of 14.73 p.s.i.a. and a temperature of 60 degrees Fahrenheit into the Powder River Lateral, provided the Gas is Delivered to a Powder River Lateral location or Transporter is able to blend the gas to meet downstream gas quality delivery requirements at non-Powder River Lateral delivery points.
- (i) In addition, Transporter may accept any Gas that does not meet the specifications set forth in Section 3.1 on a short term basis for operational reasons which may include plant start-ups, plant upsets, or line freeze-offs.
- (j) Gas Tendered to Transporter south of the Keyes Station shall not contain more than 500 parts per million (0.05 percent) by volume of oxygen at a pressure of 14.73 p.s.i.a. and a temperature of 60 degrees Fahrenheit. However, Transporter may accept Gas Tendered that contains no more than 2000 parts per million (.200 percent) by volume of oxygen at such Point(s) of Receipt if Transporter, in its reasonable discretion and judgment, determines that such acceptance will not interfere with Transporter's obligations to: (1) maintain prudent and safe operation of Transporter's pipeline system and storage facilities, (2) ensure that such Gas does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such Gas does not adversely affect Transporter's ability to Tender Gas for Delivery to a downstream pipeline or end-user.

3.2 Specification Exemptions (continued)

- (k) Gas Tendered on the 8-inch transmission line between Keyes Station and Campo (Transporter's line designation 3C) and the 16-inch transmission line between Sturgis Station and Keyes Station (Transporter's line designation 40A) shall have a Gross Heating Value of no lower than 400 Btu's per standard cubic foot. However, Transporter may accept Gas Tendered with a Gross Heating Value lower than 400 Btu's per standard cubic foot if Transporter, in its reasonable discretion and judgment, determines that such acceptance will not interfere with Transporter's obligations to: (1) maintain prudent and safe operation of Transporter's pipeline system and storage facilities, (2) ensure that such Gas does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such Gas does not adversely affect Transporter's ability to Tender Gas for Delivery to a downstream pipeline or end-user.
- (l) Transporter may accept up to 45,000 Mcf per day of Gas with a hydrocarbon dew point in excess of 25 degrees Fahrenheit on Transporter's Segments 134, 136 and 138 as shown on Transporter's electronic bulletin board, provided there is an adequate supply of flowing Gas with a hydrocarbon dew point less than 25 degrees Fahrenheit available for commingling such that Transporter, in its reasonable discretion and judgment, determines that the commingled Gas stream will not interfere with Transporter's obligations to: (1) maintain prudent and safe operation of Transporter's pipeline system and storage facilities, (2) ensure that such Gas does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such Gas does not adversely affect Transporter's ability to Tender Gas for Delivery to a downstream pipeline or end-user.

- 3.3 Waiver of Quality Specifications. Transporter, in its reasonable discretion and judgment, may waive one or more of its gas quality specifications at any Point of Receipt to accept gas that does not conform to the quality specifications set forth in Sections 3.1 and 3.2, if Transporter determines that such acceptance will not interfere with Transporter's ability to: (1) maintain prudent and safe operation of Transporter's pipeline system and storage facilities, (2) ensure that such Gas does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such Gas does not adversely affect Transporter's ability to Tender Gas for Delivery to a downstream pipeline or end-user.

- 3.4 Failure to Meet Specifications. In the event that Gas Tendered hereunder fails to meet the specifications in Section 3.1 and Transporter has not agreed to accept gas pursuant to Sections 3.2 or 3.3, the measuring Party shall notify the other Party of such failure. Transporter may refuse to accept such Gas. The Party Tendering such Gas hereunder shall indemnify the receiving Party for any injury, damage, loss, or liability caused by such Gas, except to the extent Transporter knowingly and willingly accepts such Gas.

3.5 Specification of Gas Delivered or Received on the Valley Line and/or through the Supporting Air Blending Operations.

- (a) All Gas Delivered by Transporter on the Valley Line may be blended with air and shall have a Wobbe number in the range of 1,185 and 1,285. However, should situations occur on an hourly basis such that Transporter is unable to maintain the Wobbe within the above-specified range, Shippers agree to extend such ranges up to 1,310. Transporter will endeavor to keep such hourly occurrences to a minimum and to return the Wobbe to within the specified range as soon as possible. Transporter shall use its best efforts to keep the Wobbe within the acceptable range of 1,185 to 1,285. Shippers receiving Gas with a Wobbe outside the acceptable of 1,185 and 1,285 shall be notified within 30 minutes of the discovery of the excess variation. Any Gas received by Transporter on the Valley Line shall have a Wobbe number within the acceptable range of 1,185 and 1,285 at all times.
- (b) All Gas Delivered by Transporter on High Plains at the Derby Lake Point of Delivery and on the 9B pipeline may be blended with air and shall have a Wobbe number in the range of 1,185 and 1,285 as much of the time as possible. If the transporter is unable to maintain the Wobbe within the acceptable range of 1,185 and 1,285, then the Transporter will maintain a Wobbe within the acceptable range of 1,185 and 1,338 on a daily basis. However, should situations occur on an hourly basis such that Transporter is unable to maintain the Wobbe within the above specified range, Shippers agree to extend the maximum Wobbe up to 1,352, to allow required quantities to be Delivered. Transporter will endeavor to keep such occurrences to a minimum and to return the Wobbe to within the acceptable range of 1,185 to 1,285 as soon as possible. Transporter shall use good faith efforts to operate the existing facilities to keep the Wobbe within the acceptable range of 1,185 to 1,285. Shippers receiving Gas with a Wobbe varying outside the acceptable range of 1,185 to 1,285 shall be notified of the discovery of the excess variation as soon as practicable.

3.6 Specification of Gas Delivered Requiring Wobbe numbers. All Gas Delivered by Transporter to the following delivery points shall be at a Wobbe number within the acceptable range of 1,240 and 1,398: Carpenter Burns, Cheyenne, Pine Bluffs, Terry, Green Valley, First Creek, Second Creek, Ft. Lupton, Greeley Group and Brush Group Delivery Points.

3.7 Quality Tests. The Party operating the measuring equipment, using approved standard methods in general use in the Gas industry, shall cause adequate tests to be made to determine the quality of the Gas Tendered hereunder. Such tests shall be made at intervals frequently enough to ensure that the Gas conforms to the specifications hereof.

15. REVENUE SHARING MECHANISM

- 15.1 Firm Unauthorized Overrun Revenue Crediting. The actual Unauthorized Overrun revenues, that are in excess of Transporter's costs associated with an Unauthorized Overrun event, received by Transporter in any fiscal year (from October 1 through September 30) under a firm Transportation Rate Schedule shall be credited to all firm transportation Shippers by invoice credit. Such credit shall be in proportion to Transportation reservation charge revenues received from each firm transportation Shipper during the subject fiscal year, and shall be made not later than the January statement sent subsequent to the fiscal year end by Transporter pursuant to Section 12.4 of this Tariff.
- 15.2 Interruptible Unauthorized Overrun Revenue Crediting. The actual interruptible Unauthorized Overrun revenues that are in excess of Transporter's costs associated with any interruptible Unauthorized Overrun event, received by Transporter in any fiscal year (from October 1 through September 30) under a Rate Schedule TI-1 Agreement, shall be credited to all Rate Schedule TI-1 Shippers by invoice credit. Such credit shall be on a pro rata basis in accordance with revenues received from each Rate Schedule TI-1 Shipper during the subject fiscal year, and shall be made not later than the January statement sent subsequent to the fiscal year end by Transporter pursuant to Section 12.4 of this Tariff.
- 15.3 In the event gas is confiscated under Rate Schedules TSB-Y, TSB-T, NNT-1, NNT-2, PAL-1, PAL-HP, APAL-1, FS-1, FS-T, FS-Y, SS-1, IS-1, IS-T or HUB-1, Transporter will credit the value of such gas to Shippers as a part of CIG's quarterly Lost, Unaccounted For, and Other Fuel Gas tracker filings.
- 15.4 Rate Schedule IS-T Revenue Crediting. The actual Rate Schedule IS-T revenues, that are in excess of Transporter's variable costs and surcharges associated with Rate Schedule IS-T transportation, received by Transporter in any fiscal year (from October 1 through September 30) shall be credited to all Rate Schedule FS-T Shippers by invoice credit. Such credit shall be in proportion to Totem Storage reservation charge revenues received from each firm Totem Storage Shipper during the subject fiscal year. If Transporter files an intervening rate case before the end of the fiscal year, the rate case will address any remaining crediting months. The revenues to be credited, if any, shall be credited to Rate Schedule FS-T Shippers by invoice credit not later than April 15 of each year, or if a credit cannot be applied, a cash refund shall be distributed.

23. Docket No. RP16-xxx Settlement Provisions for Qualifying Services Revenue Crediting

- 23.1. Upon the effectiveness of the Docket No. RP16-xxx Stipulation and Agreement (“Settlement”) in accordance with Article VII, the revenues received by Transporter for services performed under Rate Schedules PAL-1, APAL-1, IS-1, SS-1 and HUB-1 (“Qualifying Services”) shall be subject to the following crediting requirements for each full calendar year during the term of the Settlement and a partial calendar year during the term of the Settlement, if any, caused by the termination or expiration of the Settlement prior to December 31st of the applicable year (such full calendar years and any such partial calendar year are referred to as “Crediting Periods”).
- 23.2. Transporter shall retain all Qualifying Services revenues attributable to (i) that portion of the applicable charges representing variable costs, and (ii) any applicable surcharges. Transporter shall retain all other revenues received from the Qualifying Services up to and including \$2,200,000 for any Crediting Period that is a full calendar year, or a lesser amount prorated on a monthly basis of 1/12 of \$2,200,000 per month for the number of months in any partial calendar year. The \$2,200,000 or lesser prorated amount is referred to hereinafter as the “Threshold Amount”.
- 23.3. If Transporter receives any such revenues in excess of the Threshold Amount during any of the Crediting Periods, then ninety-five percent (95%) of such excess revenues of the applicable amount shall be allocated proportionally among Transporter’s Rate Schedule NNT-1 and NNT-2 Shippers who have contracts in effect as of the date of crediting. The excess revenues will be allocated based on the total revenues received from each such firm NNT Shipper during the Crediting Period in proportion to the total revenues received from all such firm NNT Shippers as a group during the Crediting Period.
- 23.4. Transporter shall credit the amount allocated to any such Shipper as an invoice credit within sixty (60) days following such Crediting Period. Transporter shall also retain five percent (5%) of such revenues from Qualifying Services exceeding the Threshold Amount for each Crediting Period.