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Substitute Original Sheet No. 0 : Pending Superseding: Original Sheet No. 0

FERC GAS TARIFF

Fourth Revised Volume No. 1-A (SUPERSEDING Third Revised Volume No. 1-A)

of KINDER MORGAN GAS TRANSMISSION LLC

Filed with the FEDERAL ENERGY REGULATORY COMMISSSION

Communications Concerning Tariff Should be Addressed to:

Bentley W. Breland Vice President of Rates and Certificates Kinder Morgan Interstate Gas Transmission LLC P.O. Box 281304 370 Van Gordon Street Lakewood, CO 80228-8304 Telephone: (303) 763-3581 Facsimile: (303) 763-3116

Third Revised Volume No. 1-A of KN Interstate Gas Transmission Co. Cancelled effective December 28, 1999

SUPERSEDED BY KINDER MORGAN INTERSTATE GAS TRANSMISSION LLC F.E.R.C. GAS TARIFF FOURTH REVISED VOLUME NO. 1-A Effective Date: 08/01/2009 Status: Effective FERC Docket: RP97-81-053 Substitute First Revised Sheet No. 0 Kinder Morgan Interstate Gas Transmission LLC: Fourth Revised Volume No. 1-A

Substitute First Revised Sheet No. 0 Superseding: Substitute Original Sheet No. 0

FERC GAS TARIFF

Fourth Revised Volume No. 1-A (SUPERSEDING Third Revised Volume No. 1-A)

of KINDER MORGAN GAS TRANSMISSION LLC

Filed with the FEDERAL ENERGY REGULATORY COMMISSSION

Communications Concerning Tariff Should be Addressed to:

Robert F. Harrington Vice President, Regulatory Kinder Morgan Interstate Gas Transmission LLC P.O. Box 281304 370 Van Gordon Street Lakewood, CO 80228-8304 Telephone: (303) 763-3581 Facsimile: (303) 763-3116 E-mail: WRGP@kindermorgan.com

Third Revised Volume No. 1-A of KN Interstate Gas Transmission Co. Cancelled effective December 28, 1999

SUPERSEDED BY KINDER MORGAN INTERSTATE GAS TRANSMISSION LLC F.E.R.C. GAS TARIFF FOURTH REVISED VOLUME NO. 1-A

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP97-81-053 Fourth Revised Sheet No. 1 Fourth Revised Sheet No. 1 Superseding: Third Revised Sheet No. 1

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Effective Date: 05/01/2002 Status: Effective FERC Docket: RP02-202-000 First Revised Sheet No. 2 First Revised Sheet No. 2 : Effective Superseding: Original Sheet No. 2

PRELIMINARY STATEMENT

Kinder Morgan Interstate Gas Transmission LLC (KMIGT) is a "natural gas company" under the definition of Section 2(6) of the Natural Gas Act and is subject to the jurisdiction of the Commission. KMIGT's operations include the exchange, transportation and storage of natural gas. KMIGT operates in the states of Colorado, Kansas, Nebraska, Missouri, and Wyoming, performing one or more of these functions. Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-001 Substitute Original Sheet No. 3 Substitute Original Sheet No. 3 : Effective Superseding: Original Sheet No. 3

SYSTEM MAP CONTAINED ON HARD COPY ONLY

Effective Date: 05/01/2002 Status: Effective FERC Docket: RP02-202-000 First Revised Sheet No. 4 First Revised Sheet No. 4 : Effective Superseding: Original Sheet No. 4

> Schedule of Rates for Firm Transportation (FT), Interruptible Transportation (IT), No-Notice Service (NNS), Firm Storage Service (FSS), Interruptible Storage Service (ISS) and Park and Loan Service (PALS)

Effective Date: 10/01/2008 Status: Effective FERC Docket: RP97-81-050 Second Revised Sheet No. 4A Second Revised Sheet No. 4A

Superseding: First Revised Sheet No. 4A

			Maximum Reservation	Maximum Commodity	Minimum Commodity
Rate Schedule	Delivery	Receipt	Rate	Rate	Rate
	Point	Point	1/	1/	1/
Firm Transportation	FT West	West	6.6864	0.0204	0.0204
2/, 3/		Central	12.1388	0.0204	0.0204
		East S	15.3932	0.0204	0.0204
		East N/Px	17.3397	0.0204	0.0204
	Central	West	12.1388	0.0204	0.0204
		Central	6.9030	0.0204	0.0204
		East S	10.1574	0.0204	0.0204
		East N/Px	12.1039	0.0204	0.0204
	East S	West	15.3932	0.0204	0.0204
		Central	10.1574	0.0204	0.0204
		East S	4.7050	0.0204	0.0204
		East N/Px	6.6515	0.0204	0.0204
	East N/Px	West	17.3397	0.0204	0.0204
		Central	12.1039	0.0204	0.0204
		East S	6.6515	0.0204	0.0204
		East N/Px	6.6515	0.0204	0.0204
Kansas City Line (FT)	Incremental Charge	e 4/	3.5003	0.0000	0.0000
Colorado Lateral (FT)	Incremental Charge	e 5/	8.0738	0.0000	0.0000

- 1/ Reservation Rates are \$/Dth.
- 2/ East S: Delivery and Receipt Area defined as the state of Kansas, excluding points located on the Pony Express facilities and excluding points located in Republic Co., Kansas.
- 3/ East N/Px: Delivery and Receipt Area defined as the remaining points located in the East Zone, excluding points designated as East S facilities.
- 4/ Incremental Charge in addition to above stated zone rates. Charge is applicable to deliveries into Kansas City Metropolitan area.
- 5/ Incremental Charge in addition to above stated zone rates. Charge is applicable to deliveries off of the Colorado Lateral facilities authorized at Docket No. CP07-430-000. A Lost and Unaccounted-for retention factor of 0.25% will also apply to volumes delivered off of the Colorado Lateral. Gas received at the Cheyenne Hub to be delivered off of the Colorado Lateral will not incur the transportation zone rates.

Effective Date: 10/01/2008 Status: Effective FERC Docket: RP97-81-050 Third Revised Sheet No. 4B Third Revised Sheet No. 4B

Superseding: Second Revised Sheet No. 4B

Rate Schedule	Delivery Point	Receipt Point	Maximum Reservation Rate 1/	Maximum Commodity Rate 1/	Minimum Commodity Rate 1/
Interruptible Transportat IT 2/, 3/	tion West	West Central East S East N/Px	 	0.2402 0.4195 0.5265 0.5905	$\begin{array}{c} 0.0204 \\ 0.0204 \\ 0.0204 \\ 0.0204 \\ 0.0204 \end{array}$
	Central	West Central East S East N/Px	 	0.4195 0.2473 0.3543 0.4183	$\begin{array}{c} 0.0204 \\ 0.0204 \\ 0.0204 \\ 0.0204 \\ 0.0204 \end{array}$
	East S	West Central East S East N/Px	 	0.5265 0.3543 0.1751 0.2391	$\begin{array}{c} 0.0204 \\ 0.0204 \\ 0.0204 \\ 0.0204 \\ 0.0204 \end{array}$
	East N/Px	West Central East S East N/Px	 	0.5905 0.4183 0.2391 0.2391	0.0204 0.0204 0.0204 0.0204
	ne (IT) Increm al (IT) Increm		4 / 6 /	0.1151 0.2654	0.0000 0.0000
PALS Initial Rate	All	All		0.5289	0.0000
Park/Loan Balance Rate	e All	All		0.2645	0.0000
Completion Rate	All	All		0.5289	0.0000
Authorized Overrun 5/ Initial Rate Park/Loan Balance F Completion Rate	All Rate All All	All All All		0.5289 0.5289 0.5289	0.0000 0.0000 0.0000

1/ Reservation Rates are \$/Dth.

- 2/ East S: Delivery and Receipt Area defined as the state of Kansas, excluding points located on the Pony Express facilities and excluding points located in Republic Co., Kansas.
- 3/ East N/Px: Delivery and Receipt Area defined as the remaining points located in the East Zone, excluding points designated as East S facilities.
- 4/ Incremental Charge in addition to above stated zone rates. Charge is applicable to deliveries into Kansas City Metropolitan area.
- 5/ The Unauthorized Overrun Charge is set out in Section 6.2 of the PALS Rate Schedule.
- 6/ Incremental Charge is in addition to above stated zone rates. Charge is applicable to deliveries off of the Colorado Lateral facilities authorized at Docket No. CP07-430-000. A Lost and Unaccounted-for retention factor of 0.25% will also apply to volumes delivered off of the Colorado Lateral. Gas received at the Cheyenne Hub to be delivered off of the Colorado Lateral will not incur the transportation zone rates.

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000

Original Sheet No. 4C Original Sheet No. 4C : Effective

	-	ceipt Point 1/	Maximum Reservation Rate 1/	Maximum Commodity Rate 1/	Minimum Commodity Rate
No-Notice Service (N N S) Reservation Charges East	2/, 3/ West Central Central East S N/Px	16.2376 11.0018 14.2562 16.2027		 	
Commodity Injection Rate Commodity Withdrawal Rate	All All			0.0169 0.0373	0.0169 0.0373
Small Customer Service (S C Reservation Charges	S) West Central Central East	8.1188 5.5009 7.9334	·	 	
Commodity Injection Rate Commodity Withdrawal Rate	All All			0.0169 0.0373	0.0169 0.0373
Firm Storage Service (F S S Deliverability Capacity Commodity Injection Rate Commodity Withdrawal Rate) All All All All	All All All All	2.0494 0.0455 	0.0169 0.0169	0.0169 0.0169
Interruptible Storage Service (I S S)	All	All		0.1248	0.0338
Processing Service Sales Service	All All	All All	Negotiated Negotiated		

1/ Reservation Rates are \$/Dth per Month. Commodity Charges are \$/Dth. 2/ East S:Delivery and Receipt Area defined as the state of Kansas, excluding points located on the Pony Express facilities and excluding points located in

Republic Co., Kansas. 3/ East N/Px:Delivery and Receipt Area defined as the remaining points located in the East Zone, excluding points designated as East S facilities.

Effective Date: 10/01/2009 Status: Effective FERC Docket: RP09-899-000

Fifteenth Revised Sheet No. 4D Fifteenth Revised Sheet No. 4D Superseding: Fourteenth Revised Sheet No. 4D

Rate Schedule	Delivery Point	Receipt Point	Maximum Reservation Rate 1/	Maximum Commodity Rate 1/	
Authorized Overru Rate Schedule FT Rate Schedule NNS 2/, 3/	-	Central	 	5/ 0.5711 0.3990 0.5059 0.5699	.0204 .0373 .0373 .0373 .0373
Unauthorized Over Rate Schedule FT	run Charges All	All		6.0000	
Rate Schedules NSS and FSS	All	All		6.0000	
ACA 4/				0.0019	0.0019
Percen Storage Fuel	n Fuel and Loss tage (FT, IT, NNS and Loss	-			
S-PALS Fuel a	tage (FSS, ISS, N nd Loss tage 9/, 10/	NS) 8/		2.50%	
	-	h per Month. Commod	lity charges are		

2/ - East S: Delivery and Receipt Area defined as the state of Kansas, excluding points located on the Pony Express facilities and excluding points located in Republic Co., Kansas.

3/ - East N/Px: Delivery and Receipt Area defined as the remaining points located in the East Zone, excluding points designated as East S facilities.

4/ - Additional Charges Applied To All Rate Schedules As Required.

(Footnotes continued on Sheet 4E)

Effective Date: 03/01/2003 Status: Effective FERC Docket: RP03-245-000 Third Revised Sheet No. 4E Third Revised Sheet No. 4E : Effective Superseding: First Revised Sheet No. 4E

(Footnotes - Continued from previous page)

- 5/ Equal to Interruptible Transportation maximum commodity rate by path as stated on Sheet 4A.
- 6/ Backhauls within a Zone have no fuel use, however, will incur 0.50 % Lost and Unaccounted for charge.
- 7/ The Transportation Fuel and Loss Reimbursement Percentage will be applied to receipt quantities. For those transport customers utilizing storage, the Transportation Fuel and Loss Reimbursement Charge will be applied when injecting into storage. The Transportation Fuel and Loss Percentage includes 0.50% for Lost and Unaccounted for gas.
- 8/ The Storage Fuel and Loss Reimbursement Percentage will be applied to injection quantities. The Storage Fuel and Loss Reimbursement Percentage includes 0.50% for Lost and Unaccounted for Gas.
- 9/ The S-PALS Fuel and Loss Reimbursement Percentage will be applied to the initial parked or loaned quantities. The S-PALS Fuel and Loss Reimbursement Percentage includes 0.50% for Lost and Unaccounted for Gas.
- 10/ In lieu of providing gas in-kind for fuel reimbursement under Rate Schedule S-PALS, Shipper may pay a charge for fuel and loss reimbursement as set forth in Section 6.1(f) of the S-PALS Rate Schedule.

Effective Date: 02/01/2010 Status: Effective FERC Docket: RP10-301-000

Second Revised Sheet No. 4F Second Revised Sheet No. 4F Superseding: First Revised Sheet No. 4F

Rate Schedule	Maximum Reservation Rate 1/	Minimum Commodity Rate 2/	Maximum Commodity Rate 2/
CMC-1 6/			
Transportation Storage:	\$0.3342	\$0.0094	\$0.0094
Deliverability	\$0.2593	-	-
Capacity	\$0.2593	-	-
Injection	-	\$0.0049	\$0.0049
Withdrawal	-	\$0.0049	\$0.0049
Authorized Overrun Rate 5/	-	\$0.0338	\$0.6537
FL&U Rate 3/	-	3.2%	3.2%
FL&U Rate 4/	-	1.2%	1.2%
CMC-2 6/			
Transportation Storage:	\$0.3501	\$0.0094	\$0.0094
Deliverability	\$0.2740	_	_
Capacity	\$0.2740	-	_
Injection		\$0.0049	\$0.0049
Withdrawal	-	\$0.0049	\$0.0049
Authorized Overrun Rate 5/	-	\$0.0338	\$0.6537
FL&U Rate 3/	-	3.2%	3.2%
FL&U Rate 4/	-	1.2%	1.2%
CMC-2 (Huntsman 2009 Expansion Project) 6/			
Transportation Storage:	\$0.1984	\$0.0094	\$0.0094
Deliverability	\$1.0558	_	_
Capacity	\$1.0558	_	_
Injection	-	\$0.0049	\$0.0049
Withdrawal	-	\$0.0049	\$0.0049
Authorized Overrun Rate 5/	-	\$0.0143	\$2.3243
FL&U Rate 3/	-	3.2%	3.2%
FL&U Rate 4/	-	1.2%	1.2%

Unauthorized Overrun Charge of \$6.00 per Dth shall apply in addition to the above stated charges.

1/ Reservation Rates are stated per Dth of Maximum Storage Volume (MSV).

2/ Commodity, Injection, Withdrawal and Authorized Overrun Rates are \$/dth.

Remainder of footnotes on following page.

Effective Date: 03/01/2010 Status: Effective FERC Docket: RP10-438-000

 $Eighteenth \ Revised \ Sheet \ No. 4G$ Eighteenth Revised Sheet No. 4G Superseding: Seventeenth Revised Sheet No. 4G

			STATEMENT OF	NEGOTIATED RATE	LS 1/2/3/4/	
Shipper Contract Number Receipt Deliver				Reservation	Commodity	
Name and Type of Service		Month	Dth/Day	Charge	Charge	
Trailblazer - Clay Ag a cooperative 550383 (FT) 8382) (PIN 700605)	through	All	6,000	0.0100	0.0204	(PIN
Tenaska Gas Storage, LLC 550380 (CMC-1) (PIN 9663) TPC/Log 13/, 14/ (PIN 7413)	2	All	2,413,462	15/	Tariff	WIC
Anadarko Energy Services TPC/Logan Corporation 552239 (CMC-1) (PIN 9663) (PIN 741 13/, 14/, 20/ Xcel/Rockport (PIN	through 3) 5/31/14	All	1,609,778	0.6171	Tariff	WIC
Anadarko Energy Services Corporation 552240 (CMC-2) (PIN 9663) Xcel/Rockport (13/, 16/, 23/	through	All	803,683	0.6771	17/	WIC
Colorado Springs Utilities 550378 (CMC-2) 26/ 26/ (As filed 3/1/10)	6/1/04 through 5/31/14	All	1,173,077	26/	26/	
26/ 26/	2	All	7,500	26/	26/	
(As filed 6/26/09)	3/31/11					

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP97-81-053 Ninth Revised Sheet No. 4H Ninth Revised Sheet No. 4H Superseding: Eighth Revised Sheet No. 4H

FOOTNOTES

- 1/ Reservation Charge is \$/Dth per Month. Commodity Charge is \$/Dth.
- 2/ In addition to the above referenced rates, unless otherwise agreed to by Transporter, Shipper shall pay all applicable charges as contained in Transporter's Tariff. Shipper shall also provide, unless otherwise agreed to by Transporter, fuel reimbursement in such additional quantities as specified in Transporter's Tariff.
- 3/ The recourse rates applicable to this service are the maximum rates applicable to the referenced rate schedule as stated on currently effective Sheet No. 4-A of Transporter's Tariff.
- 4/ Shipper's negotiated rate contract with Transporter does not deviate in any material aspect from the Form of Service Agreement in Transporter's tariff.
- 5/ Reserved for future use.
- 6/ Reserved for future use.
- 7/ Reserved for future use.
- 8/ Reserved for future use.

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP97-81-053 Ninth Revised Sheet No. 41 Ninth Revised Sheet No. 41 Superseding: Eighth Revised Sheet No. 41

FOOTNOTES

- 9/ Reserved for future use.
- 10/ Reserved for future use.

Effective Date: 08/14/2008 Status: Effective FERC Docket: RP97-81-049 Sixth Revised Sheet No. 4J Sixth Revised Sheet No. 4J Superseding: Fifth Revised Sheet No. 4J

FOOTNOTES

11/ Reserved For Future Use.

12/ Shipper will be allowed to use the additional receipt points listed below with the 100% load factor rate (i.e., the rate covers the reservation and commodity components of the transportation charge) charged on a volumetric basis as stated:

> Lakin-Holcomb (PIN 998580): \$0.17/Dth MCMC-Grant (PIN 39866): \$0.17/Dth PEPL-Grant (PIN 6616: \$0.17/Dth CIG-Weld (PIN 6997): \$0.27/Dth

13/ Contract Demand is stated as Maximum Storage Volume. Reservation Charge is stated as dollars per Dth of Maximum Storage Volume and will be billed pursuant to Section 5.1 of Rate Schedule CMC-1 or CMC2, as applicable.

14/ Shipper may elect to terminate this agreement and pay the maximum tariff rate for the last twelve (12) months of the primary term of the CMC-1 Service Agreement. Under such election, Shipper shall have the Right of First Refusal to retain this agreement pursuant to conditions specified in Transporter's Tariff. Shipper must provide Transporter notice of Shipper's election to pay the maximum tariff rate at least eighteen (18) months prior to the end of the primary term of the CMC-1 Service Agreement. If Shipper does not provide timely notice to Transporter of its election to pay the maximum tariff rate, Shipper shall not have the Right of First Refusal to retain the CMC-1 Service.

15/ The reservation rate for this agreement is as follows:

Contract	years	1	through	3:	\$0.6800	per	Dth	of	MSV
Contract	years	4	through	7:	\$0.6500	per	Dth	of	MSV
Contract	years	8	through	10:	\$0.6200	per	Dth	of	MSV

Effective Date: 08/01/2009 Status: Effective FERC Docket: RP97-81-053 Fifteenth Revised Sheet No. 4K Fifteenth Revised Sheet No. 4K

Superseding: Fourteenth Revised Sheet No. 4K

FOOTNOTES

16/ Shipper may elect to terminate this agreement and pay the maximum tariff rate for the last twelve (12) months of the primary term of the CMC-2 Service Agreement. Under such election, Shipper shall have the Right of First Refusal to retain this agreement pursuant to conditions specified in Transporter's Tariff. Shipper must provide Transporter notice of Shipper's election to pay the maximum tariff rate at least eighteen (18) months prior to the end of the primary term of the CMC-2 Service Agreement. If Shipper does not provide timely notice to Transporter of its election to pay the maximum tariff rate, Shipper shall not have the Right of First Refusal to retain the CMC-2 Service.

17/ Commodity charge is per tariff for all allocated volumes pursuant to standard NAESB nomination cycles. Pursuant to Section 6.3 of Rate Schedule CMC-2, all OOC intra-day allocated volumes will be charged the applicable tariff commodity rate plus \$0.04 per Dth.

18/ Reserved for future use.

Effective Date: 01/01/2010 Status: Effective FERC Docket: RP10-282-000 Eleventh Revised Sheet No. 4L Eleventh Revised Sheet No. 4L Superseding: Tenth Revised Sheet No. 4L

FOOTNOTES

- 21/ Reserved for Future Use
- 22/ Reserved for Future Use

Effective Date: 08/14/2008 Status: Effective FERC Docket: RP97-81-049 Fourth Revised Sheet No. 4M Fourth Revised Sheet No. 4M

Superseding: Third Revised Sheet No. 4M $\,$

FOOTNOTES

23/This contract's negotiated rate also shall apply, on a secondary firm basis, as available, to all points listed under the CMC Master Point List, found in the informational postings portion of Transporter's Interactive Website.

For receipts at Huntsman from FT contract 552237 the authorized overrun rate shall be the CMC tariff commodity rate plus applicable FL&U and surcharges for all volumes less than or equal to 1,544 Dth/d. Volumes in excess of 1,544 Dth/d shall be subject to the tariff authorized overrun rate.

For receipts at points other than Huntsman, the authorized overrun rate shall be \$0.06 per Dth plus applicable FL&U and surcharges for all volumes less than or equal to 772 Dth/d. This rate shall be applicable on a day-to-day basis at Transporter's discretion; however in no event will the \$0.06 per Dth rate be applicable for less than 15 days per month. Volumes in excess of 1,545 Dth/d shall be subject to the tariff authorized overrun rate.

If the total authorized overrun receipts (i.e. receipts from all points on the CMC MPL inclusive of Huntsman) on any day are in excess of 1,544 Dth/d, the \$0.06 per Dth rate shall be increased by \$0.04 per Dth for all volumes in excess of 1,544 Dth/d.

For deliveries, the authorized overrun rate shall be the CMC tariff commodity rate plus applicable FL&U and surcharges for all volumes less than or equal to 1,016 Dth/d. Volumes in excess of 1,016 Dth/d shall be subject to the tariff authorized overrun rate.

24/ For this contract, the Reservation Rate shall be \$0.00, the Commodity Rate shall be \$0.0204/Dth, and the FL&U percentage shall be 3.3%. Contract overrun volumes shall be charged the maximum allowable rate according to this Tariff.

This contract's negotiated rate also shall apply, on a secondary firm basis, as available, to the following Receipt Points: CIG/Glenrock (PIN 19350), MIGC/Glenrock (PIN 9661) and FUGG/Glenrock (PIN 36718).

This contract's negotiated rate also shall apply, on a secondary firm basis, as available, to the following Delivery Points: Huntsman Storage (PIN 994000), CIG/Glenrock (PIN 19350) and FUGG/Glenrock (PIN 36718) via displacement.

25/ This information is set out in the Negotiated Rate Agreement currently on file with the FERC.

Effective Date: 02/13/2010 Status: Effective FERC Docket: RP10-371-000 Sixth Revised Sheet No. 4N Sixth Revised Sheet No. 4N Superseding: Fifth Revised Sheet No. 4N

FOOTNOTES

- 26/ This information is set out in the Negotiated Rate Agreement currently on file with the FERC. The service agreement deviates from the form of service agreement found in this Tariff.
- 27/ This information is set out in the Negotiated Rate Agreement and Transportation Service Agreement on file with the FERC.

Effective Date: 06/16/2010 Status: Effective FERC Docket: RP10-855-000 Seventh Revised Sheet No. 40 Seventh Revised Sheet No. 40 Superseding: Sixth Revised Sheet No. 40

NON-CONFORMING AGREEMENTS

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

1. Atmos Energy Corporation, Transportation Rate Schedule FTS Agreement, filed with the Commission on February 16, 2010 (Contract No. 552848).

2. ASA Albion, LLC, Transportation Rate Schedule FTS Agreement, filed with the Commission on September 12, 2008 (Contract No. 551760).

3. Preferred Rocks of Genoa, LLC, Transportation Rate Schedule FTS Agreement, filed with the Commission on September 12, 2008 (Contract No. 553408).

4. Pioneer Trail Energy LLC, Transportation Rate Schedule FTS Agreement, filed with the Commission on September 12, 2008 (Contract No. 553374).

5. Husker Ag, LLC, Transportation Rate Schedule FTS Agreement, filed with the Commission on September 12, 2008 (Contract No. 553375).

6. Nedak Ethanol LLC, Transportation Rate Schedule FTS Agreement, filed with the Commission on September 12, 2008 (Contract No. 553377).

7. United Energy Trading, Rate Schedule FTS Agreement, filed with the Commission on June 26, 2009 (Contract No. 551514)

8. Hastings Utilities, Transportation Rate Schedule FTS Agreement, filed with the Commission on June 26, 2009 (Contract No. 26295)

9. Colorado Springs Utilities, Transportation Rate Schedule CMC-2, filed with the Commission on March 1, 2010 (Contract No. 550378)

10. ONEOK Field Services Company, Transportation Rate Schedule IT filed with the Commission on June 26, 2009 (Contract No. 517923)

11. Atmos Energy Corporation, Transportation Rate Schedule CMC-2, filed with the Commission on January 8, 2010 (Contract No. 554357)

12. Anadarko Energy Services Company, Transportation Rate Schedule FTS Agreement, filed with the Commission on March 31, 2010 (Contract No. 552237)

13. Tenaska Gas Storage, L.L.C., Transportation Rate Schedule FTS Agreement, filed with the Commission on March 31, 2010 (Contract No. 550369)

14. Concord Energy LLC, Transportation Rate Schedule FTS Agreement, filed with the Commission on June 17, 2010 (Contract No. 555333)

.....continued on next page

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 Original Sheet No. 4F.01 Original Sheet No. 4F.01 : Effective

FOOTNOTES FOR CMC-1 AND CMC-2 RATES - Continued

- 3/ A Fuel, Loss and Unaccounted For Reimbursement ("FL&U") Rate will be assessed upon injection of gas into Transporter's system under an appropriate CMC-1 or CMC-2 Service Agreement that is not used in conjunction with another Firm or Interruptible transportation service agreement. For Capacity Release of CMC service resulting in separate storage and transportation service components, the FL&U rate for the transmission component shall be 2.0% and the FL&U rate for the storage component shall be 1.2%.
- 4/ An FL&U Rate will be assessed upon injection of gas into Transporter's system under an appropriate CMC-1 or CMC-2 Service Agreement. Such Rate includes the loss and unaccounted for and CMC injection component of the service and will only apply when CMC service is used in conjunction with another transportation service agreement, which has the Huntsman Storage field nominated as a delivery point, pursuant to Section 2.2 of Rate Schedules CMC-1 and CMC-2.
- For capacity release of CMC-1 or CMC-2 service resulting in separate 5/ storage and transportation service components, the Authorized Overrun rate for the transmission component shall be \$0.5289, and the Authorized Overrun rate for the storage component shall be 0.1248.
- 6/ Rates may be negotiated pursuant to Section 36 of the General Terms and Conditions of this Tariff.

Effective Date: 06/01/2010 Status: Effective FERC Docket: RP10-788-000

Twenty-Seventh Revised Sheet No. 4G.01 Twenty-Seventh Revised Sheet No. 4G.01 Superseding: Twenty-Sixth Revised Sheet No. 4G.01

				STATEMENT O	F NEGOTIATED RAT	TES 1/2/3/	
Receipt	ract Number Delive pe of Servic Point	ry	Month	Dth/Day	Reservation Charge	Commodity Charge	
2 2	29067 (FT) 25/	4/1/04 through 12/31/10	ALL	2,000	25/	25/	
Anadarko Energy	552237	6/1/07					
Huntsman Services Corporation Storage 4/, 24/ 994000)	MIG	C/ through IN 9661) 5/31/14	All	4,634	24/	24/	(]
Hastings Utilities (As filed on 6/26/09) 26/		through	All	20,831	26/	26/	
ONEOK Field Services (As filed on 6/26/09) 26/		8/31/2011 8/1/2000 month to	ALL	26/	26/	26/	
J.P. Morgan Ventures		month 6/1/2010					
Energy Corporation		through	ALL	25/	25/	25/	
(As filed on 5/28/10)	- ,	6/30/2010					

Effective Date: 01/12/2008 Status: Effective FERC Docket: RP97- 81-045 Sixth Revised Sheet No. 4K.01 sixth Revised Sheet No. 4K.01 : Pending Superseding: Fifth Revised Sheet No. 4K.01

FOOTNOTES

19/Reserved for future use.

Website.

rate.

20/This contract's negotiated rate also shall apply, on a secondary firm basis, as available, to all points listed under the CMC Master Point List, found in the informational postings portion of Transporter's Interactive

For receipts at Huntsman from FT contract 552237 the authorized overrun rate shall be the CMC tariff commodity rate plus applicable FL&U and surcharges for all volumes less than or equal to 3,090 Dth/d. Volumes in excess of 3,090 Dth/d shall be subject to the tariff authorized overrun

For receipts at points other than Huntsman, the authorized overrun rate shall be \$0.06 per Dth plus applicable FL&U and surcharges for all volumes less than or equal to 1,545 Dth/d. This rate shall be applicable on a day-to-day basis at Transporter's discretion; however in no event will the \$0.06 per Dth rate be applicable for less than 15 days per month. Volumes in excess of 1,545 Dth/d shall be subject to the tariff authorized overrun rate.

If the total authorized overrun receipts (i.e. receipts from all points on the CMC MPL inclusive of Huntsman) on any day are in excess of 3,090 Dth/d, the \$0.06 per Dth rate shall be increased by \$0.04 per Dth for all volumes in excess of 3,090 Dth/d.

For deliveries, the authorized overrun rate shall be the CMC tariff commodity rate plus applicable FL&U and surcharges for all volumes less than or equal to 2,028 Dth/d. Volumes in excess of 2,028 Dth/d shall be subject to the tariff authorized overrun rate.

Effective Date: 06/18/2010 Status: Effective FERC Docket: RP10-864-000 Original Sheet No. 40.01 Original Sheet No. 40.01

NON-CONFORMING AGREEMENTS (continued)

15. Mieco Inc., Transportation Rate Schedule FTS Agreement, filed with the Commission on June 18, 2010 (Contract No. 555338)

Effective Date: 08/01/2010 Status: Effective FERC Docket: RP10-1000-000

Thirteenth Revised Sheet No. 4G.02 Thirteenth Revised Sheet No. 4G.02 Superseding: Twelfth Revised Sheet No. 4G.02

Receipt Name and Point(s)/Zone	Contract Number Delivery d Type of Service Point(s)/Zone	Contract Term	Month	Dth/Day	Reservation Charge	-
Atmos Energy Corporation 26/ (As filed 2/1	552848 FT 26/ 6/10)	10/1/08 through 11/9/18	All	47,000	26/	26/
ASA Albion, LLC 26/	551760 FT 26/	7/1/07 through 10/22/18	All	10,000	26/	26/
Preferred Rocks of Genoa, LLC 26/	553408 FT 26/	10/23/08 through 10/22/18	All	1,345	26/	26/
Pioneer Trail Energy LLC 26/	553374 FT 26/	10/23/08 through 10/22/18	All	9,000	26/	26/
Husker Ag, LLC 26/	553375 FT 26/	10/23/08 through 10/22/18	All	3,500	26/	26/
Nedak Ethanol LLC 26/	553377 FT 26/	10/23/08 through 10/22/18	All	1,000	26/	26/
Atmos Energy Corporation 26/ (As filed on 01,	554357 CMC-2 26/ /8/10)	2/1/10 through 1/31/15	ALL	1,000,000	26/	26/
Mieco Inc. (As filed on 7-: 27/	555936 28-10) FT 27/	8/1/10 through 8/31/10	27/	10,000	27/	27/

STATEMENT OF NEGOTIATED RATES 1/2/3/

Effective Date: 04/06/2007 Status: Effective FERC Docket: RP97-81-032 First Revised Sheet No. 4K.02 First Revised Sheet No. 4K.02 : Effective Superseding: Original Sheet No. 4K.02 FOOTNOTES

Sheet reserved for future use.

Effective Date: 07/01/2010 Status: Effective FERC Docket: RP10-907-000 Original Sheet No. 40.02 Original Sheet No. 40.02

NON-CONFORMING AGREEMENTS (continued)

16. NorthWestern Corp. D/B/A NorthWestern Energy, Rate Schedule NNS Agreement, filed with the Commission on June 30, 2010 (Contract No. 30002). Effective Date: 06/16/2010 Status: Effective FERC Docket: RP10-855-000 First Revised Sheet No. 4G.03 First Revised Sheet No. 4G.03 Superseding: Original Sheet No. 4G.03

STATEMENT OF NEGOTIATED RATES 1/2/3/

Shipper Cont Receipt	tract Number Delivery	Contract			Reservation	Commodity
-	ype of Service Point(s)/Zone	Term	Month	Dth/Day	Charge	Charge
Concord Energy LLC (As filed 6/17/10) 26/	555333 FT 26/	06/16/10 through 06/30/10	26/	5,000	26/	26/

Effective Date: 06/18/2010 Status: Effective FERC Docket: RP10-864-000 Original Sheet No. 4G.04 Original Sheet No. 4G.04

STATEMENT OF NEGOTIATED RATES 1/2/3/

Shipper Receipt	Contract Number Delivery	Contract			Reservation	Commodity
Name Point(s)/Zone	and Type of Service	Term	Month	Dth/Day	Charge	Charge
Mieco, Inc. (As filed 6/1 26/	555338	06/18/10 through	26/	7,200	26/	26/
		07/31/10				

Effective Date: 07/01/2010 Status: Effective FERC Docket: RP10-907-000

Original Sheet No. 4G.05 Original Sheet No. 4G.05

STATEMENT OF NEGOTIATED RATES 1/2/3/

Shipper Receipt	Contract Number Delivery	Contract			Reservation	Commodity
-	d Type of Service Point(s)/Zone	Term	Month	Dth/Day	Charge	Charge
NorthWestern Corp.d/b/a 27/ NorthWestern Energy (As filed 6/30/2	553772 FT 27/	07/01/10 through 06/30/20	27/	45,853	27/	27/
NorthWestern Corp.d/b/a 27/ NorthWestern Energy (As filed 6/30/2	30002 NNS 27/	07/01/10 through 06/30/20	27/	9,600	27/	27/

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Effective Date: 07/01/2010 Status: Effective FERC Docket: RP10-895-000 Original Sheet No. 4G.06 Original Sheet No. 4G.06

STATEMENT OF NEGOTIATED RATES 1/2/3/

Shipper Con Receipt	tract Number Deliverv	Contract			Reservation	Commodity
-	ype of Service Point(s)/Zone	Term	Month	Dth/Day	Charge	Charge
Tenaska Marketing Ventures 27/ (As filed 6/29/10)	555358 FT 27/	07/1/10 through 07/31/10	27/	10,000	27/	27/
Tenaska Marketing Ventures 27/ (As filed 6/29/10)	555357 FT 27/	07/1/10 through 07/31/10	27/	2,500	27/	27/

Effective Date: 05/01/2002 Status: Effective FERC Docket: RP02-202-000 First Revised Sheet No. 5 First Revised Sheet No. 5 : Effective Superseding: Original Sheet No. 5

RATE SCHEDULE FT

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

- a. This Rate Schedule is available for firm transportation of natural gas provided by Kinder Morgan Interstate Gas Transmission LLC ("Transporter") for any party ("Shipper"), when:
 - Shipper has requested to have gas transported under this Rate Schedule FT;
 - Shipper and Transporter have executed a Firm Transportation Service Agreement in the form contained in the FERC Gas Tariff under this Rate Schedule; and
 - Transporter has determined that it will have available sufficient uncommitted capacity to provide the firm service requested by Shipper.
- b. Service will be contracted for on a first-come, first-served basis.
- c. Transportation service shall include exchanges, forward-haul and back-haul service.
- d. No fee exchange service is available in Transporter's reasonable discretion and in a non-discriminatory manner when Transporter and Shipper agree that such service is mutually beneficial and produces substantially equal benefits.
- e. Seasonal capacity will only be sold at points where (1) capacity varies throughout the year due to operational constraints and (2) all year round capacity has been contracted at that point.

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 6 original Sheet No. 6 : Effective

- 2. APPLICABILITY AND CHARACTER OF SERVICE
 - a. This rate schedule shall apply to the firm transportation of natural gas on Transporter's system, except as provided in Section 16 of the General Terms and Conditions of the FERC Gas Tariff of which this Rate Schedule is a part. Transporter shall receive from Shipper, or for the account of Shipper, at those points on Transporter's system as specified in an executed FT Service Agreement between Shipper and Transporter (hereinafter referred to as "Primary Receipt Points") for transportation, daily quantities of gas tendered for the account of Shipper up to Shipper's Maximum Daily Transportation Quantity (MDTQ), plus fuel reimbursement and other deductions, as specified in the Service Agreement.
 - b. Transporter shall receive from Shipper daily quantities of gas up to Shipper's Maximum Daily Receipt Quantity (MDRQ) at each individual Primary Receipt Point. Transporter shall, if capacity is available, on any day receive at any Primary Receipt Point, a quantity of gas in excess of the applicable Maximum Daily Receipt Quantity (MDRQ). Transporter shall, if capacity is available, on any day receive gas at any other receipt point (Secondary Receipt Point). Transporter shall receive at all primary and secondary receipt points, on any day, a quantity of gas not to exceed the MDTQ, plus fuel reimbursement and other deductions.

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 7 original Sheet No. 7 : Effective

RATE SCHEDULE FT - continued

Nominations at Secondary Receipt Points will interrupt IT deliveries if necessary to meet the FT nomination. Upon receipt of natural gas for Shipper's account, Transporter shall, after a reduction for the Fuel Reimbursement Quantity and any other deductions, transport and deliver for the account of Shipper the thermal equivalent of such gas at the "Primary Delivery Point(s)" as specified in the Service Agreement. Transporter shall, if capacity is available, on any day, deliver at any other delivery point (Secondary Delivery Point). If additional capacity is available at a Primary Delivery Point, Shipper may use this capacity on a secondary basis in order to receive volumes in excess of the Maximum Daily Delivery Quantity (MDDQ) reserved at the Primary Delivery Point. Transporter shall deliver at all primary and secondary delivery points, on any day, a quantity of gas not to exceed the MDTQ. Transporter will provide non-discriminatory access to secondary points so as not to hamper the capacity release program.

c. Transporter shall, if capacity is available, on any day, receive and deliver a quantity of gas in excess of the applicable MDTQ.

Effective Date: 11/01/2008 Status: Effective FERC Docket: RP09-39-001 Substitute First Revised Sheet No. 8 Substitute First Revised Sheet No. 8

Superseding: Original Sheet No. 8

- 2.1 ADDITIONAL FACILITIES. In no event shall Transporter be obligated to provide any transportation service for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities; however, Transporter may add facilities and/or expand the system, on a non-discriminatory basis, whenever such is deemed, in Transporter's reasonable judgment, to be economically, operationally, and technically feasible, subject to the following conditions:
 - Transporter has received an executed revised Service Agreement from existing and prospective Shipper(s) requesting such additional facilities or expansion of capacity;
 - b. Transporter does not have physical facilities or adequate capacity in the system to accommodate requests for capacity of existing and prospective Shippers accepted by Transporter pursuant to Section 4.1 hereof;
 - Transporter and Shipper enter into a facilities agreement which is subject to the provisions of Section 5.3(a);
 - The nature, extent and timing of facilities required shall be at the reasonable discretion of Transporter; and
 - e. Transporter receives acceptable assurance of financial reliability from any Shipper requesting additional capacity.
- 2.2 REDUCTION IN MDTQ. Shipper may reduce a portion of its MDTQ under its Service Agreement, to the extent that all of the following conditions are satisfied:
 - a. the Service Agreement was entered into as consideration for Transporter's agreement to construct new mainline expansion facilities to provide new incremental transportation service to Shipper through such facilities;

Effective Date: 11/01/2008 Status: Effective FERC Docket: RP09-39-001 Substitute Original Sheet No. 8A Substitute Original Sheet No. 8A

- b. Shipper is a local distribution company (LDC) and Transporter is providing service to Shipper under the Service Agreement to one or more primary delivery points which are located in Shipper's exclusive LDC service territory; and
- c. the desired MDTQ reduction is directly related to Transporter providing new incremental firm transportation service under this rate schedule to a pre-existing end-use consumer (i.e., an enduse customer connected to Shipper's LDC system prior to or as of the effective date of the LDC's Service Agreement)of Shipper which is located within the same exclusive LDC service territory of Shipper, and such firm transportation service will displace the firm service currently provided by Shipper creating a bypass to such end-user.
- d. the reduction in MDTQ for bypass shall be no more than the equivalent quantity and for a term equal to the lesser of:
 - i. the term such end-user holds capacity directly from Transporter; or
 - the remaining primary term of the Service Agreement with Shipper executed to support construction of new mainline expansion facilities.
- e. Shipper must provide notice of its election to so reduce the MDTQ within sixty (60) days of any such bypass, or it shall be deemed to have waived the opportunity for a MDTQ reduction associated with the specific bypass.

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 9 : Effective

RATE SCHEDULE FT - continued

3. SERVICE DEFINITIONS

- 3.1 FUEL REIMBURSEMENT QUANTITY.
 - a. The Fuel Reimbursement Quantity shall be that portion of Shipper's natural gas received by Transporter for transportation which shall be retained by Transporter as compensation for gas used in rendering service to Shipper, including Company-used gas, lost and unaccounted for gas. This gas shall be retained by Transporter reducing the thermally equivalent volumes available for delivery to Shipper. The Fuel Reimbursement Quantity shall be stated as a percentage of the natural gas received by Transporter at the Point(s) of Receipt.
 - b. Title to Fuel Reimbursement Quantity shall vest in Transporter upon receipt at the Receipt Point(s) at no cost and free and clear of all adverse claims.
 - c. The Fuel Reimbursement Quantity will be determined pursuant to Section 15 of the General Terms and Conditions of the FERC Gas Tariff.
- 3.2 MAXIMUM DAILY TRANSPORTATION QUANTITY. The Maximum Daily Transportation Quantity (MDTQ) shall be the maximum quantity of natural gas, in Dth, which Transporter agrees to deliver on any day for the account of Shipper at all Delivery Point(s). Such delivery points and such MDTQ shall be specified in the executed Service Agreement.

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 10 original Sheet No. 10 : Effective

- 3.3 PRIMARY RECEIPT POINT(S). Primary Receipt Points are those receipt points from which the Shipper desires firm service and which are set forth in the Service Agreement. The volume specified for a Primary Receipt Point shall not exceed the available firm capacity at that point.
- 3.4 SECONDARY RECEIPT POINT(S). A Shipper holding FT Service may nominate from any number of Secondary Receipt Points subject to the provisions below. The sum of the nominated quantities at all Primary and Secondary Receipt Points, less fuel reimbursement and other deductions, shall not exceed the Maximum Daily Transportation Quantity (MDTQ) of the Agreement on any given day.
 - a. Secondary Receipt Points are all other receipt points which are not set forth as Primary Receipt Points in the Service Agreement. If Shipper nominates Secondary Receipt Points and the maximum reservation rate of the path used is greater than the maximum reservation rate of the primary path, Shipper will be billed the difference in the maximum reservation rates unless otherwise agreed to in writing by Transporter.
 - b. In case of a capacity release, if a Replacement Shipper utilizes any Secondary Receipt Point, the Releasing Shipper shall not be responsible for maximum reservation charges for Receipt Points outside the Rate Zone where the Primary Receipt Point is located. Transporter will assess the additional reservation charge(s) to the acquiring shipper if applicable.

Effective Date: 05/01/2002 Status: Effective FERC Docket: RP02-215-000 Third Revised Sheet No. 11 Third Revised Sheet No. 11 : Effective Superseding: Second Revised Sheet No. 11

- 3.5 NOMINATIONS AT PRIMARY OR SECONDARY RECEIPT POINT(S). Shippers served under Rate Schedule FT may nominate at either primary or secondary receipt points. Nominations at secondary points will interrupt IT service if necessary in order to secure sufficient capacity to meet the firm service requirements.
- 3.6 MAXIMUM DAILY RECEIPT QUANTITY (At Individual Receipt Point). The Maximum Daily Receipt Quantity (MDRQ) shall mean the maximum quantity of natural gas which Transporter agrees to receive on any day at an indicated Primary Receipt Point as specified in the executed Service Agreement; provided however, that the sum of the Maximum Daily Receipt Quantities (MDRQs) at all Primary Receipt Points shall not be in excess of the Maximum Daily Transportation Quantity (MDTQ) specified in the executed Service Agreement.
- 3.7 PRIMARY DELIVERY POINT(S). Primary Delivery Point(s) are those delivery points to which the Shipper desires firm service and which are set forth in the Service Agreement. The volume specified for a Primary Delivery Point shall not exceed the available firm capacity at that point.
- 3.8 SECONDARY DELIVERY POINT(S). A Shipper holding FT Service may nominate from any number of Secondary Delivery Points subject to the provisions below. The sum of the nominated quantities at all Primary and Secondary Delivery Points, less fuel reimbursement and other deductions, shall not exceed the Maximum Daily Transportation Quantity (MDTQ) of the Agreement on any given day.

Effective Date: 11/01/2000 Status: Effective FERC Docket: RP00-628-000 Second Revised Sheet No. 12 Second Revised Sheet No. 12 : Effective Superseding: Original Sheet No. 12

- a. Secondary Delivery Points are all other delivery points which are not set forth as Primary Delivery Points in the Service Agreement. If Shipper uses Secondary Delivery Points and the maximum reservation rate of the path used is greater than the maximum reservation rate of the primary path, Shipper will be billed the difference in the maximum reservation rates unless otherwise agreed to in writing by Transporter.
- b. In case of a capacity release, if a Replacement Shipper utilizes any Secondary Delivery Point, the Releasing Shipper shall not be responsible for maximum reservation charges for Delivery Points outside the Rate Zone where the Primary Delivery Point is located. Transporter will assess the additional reservation charge(s) to the acquiring shipper if applicable.
- 3.9 NOMINATIONS AT PRIMARY OR SECONDARY DELIVERY POINT(S). Shippers served under this FT Rate Schedule may nominate at either primary or secondary delivery points. Nominations at secondary points will interrupt IT service if necessary in order to secure sufficient capacity to meet the firm service requirements. However, interruption shall not occur until Transporter has given IT service customers 24hour notice, unless interruption is due to an Intra-day nomination in which Section 3 of the General Terms and Conditions will apply.
- 3.10 MAXIMUM DAILY DELIVERY QUANTITY (At Individual Delivery Point). The Maximum Daily Delivery Quantity (MDDQ) shall mean the maximum quantity of natural gas which Transporter agrees to deliver on any day at any indicated Primary Delivery Point as

Effective Date: 05/01/2002 Status: Effective FERC Docket: RP02-202-000 Second Revised Sheet No. 13 Second Revised Sheet No. 13 : Effective Superseding: First Revised Sheet No. 13

RATE SCHEDULE FT - continued

specified in the executed Service Agreement; provided however, the sum of the Maximum Daily Delivery Quantities at all Primary Delivery Points shall not be in excess of the Maximum Daily Transportation Quantity specified in the executed Service Agreement.

- 4. REQUIREMENTS FOR VALID REQUEST FOR FIRM TRANSPORTATION SERVICE
 - 4.1 All Shippers requesting firm transportation service must submit a completed Transportation Service Request Form as set forth in Volume 1-A of this Tariff. No gas will be scheduled for receipt and delivery until all such information and a completed Transportation Service Request Form has been received by Transporter.

All completed Transportation Request Forms are to be submitted on Transporter's Interactive Web Site or sent to:

Kinder Morgan Interstate Gas Transmission LLC P.O. Box 281304 Lakewood, CO 80228-8304 Attention: Account Services Department Telephone: (303)989-1740 Facsimile: (303)763-3515

- 4.2 A request for service must include the following:
 - a. Primary Delivery Points must be grouped by rate zone. For each delivery rate zone, primary receipt points must be specified. The sum of MDRQ for Primary Receipt Points associated with any delivery zone must not exceed the sum of the MDDQs for that rate zone.

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 14 original Sheet No. 14 : Effective

- b. PREPAYMENT. A payment to Transporter of an amount equal to the Reservation Charge applicable to the proposed service for a one month period, or ten thousand dollars (\$10,000), whichever is less, which amount shall be credited to Shipper's initial invoice for this service or refunded to Shipper.
- c. CREDIT INFORMATION.
 - A copy of Shipper's most recent audited financial statements, or at Transporter's option, a bank reference satisfactory to Transporter;
 - (2) A copy of Shipper's most recent Annual Report and SEC Form 10-K, if applicable; and
 - (3) A completed Credit Application Form; the form of which is contained in this tariff.
- 4.3 A Firm Transportation Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance of Shipper's request for service.

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 15 : Effective

- 5. RATES
 - 5.1 RATES. The applicable rates, including any surcharges, for firm transportation service are set forth in effective Sheet No. 4 of Volume 1-A of this FERC Gas Tariff, as revised from time to time. Unless otherwise agreed in writing between Transporter and Shipper under Section 36 of the General Terms and Conditions, the applicable rate shall not be in excess of the maximum rate nor less than the minimum rate.
 - 5.2 MONTHLY BILL. Commencing for the month in which the FT Service Agreement is effective and each month thereafter, Transporter shall charge and Shipper shall pay Transporter the sum of the following amounts:
 - a. RESERVATION CHARGE. The reservation charge shall be the product of:
 - (1) the Maximum Reservation Rate as stated on Sheet Nos. 4 for each Primary Path, unless otherwise agreed to in writing; provided, if Shipper nominates Secondary Receipt and/or Delivery Points and the Maximum Reservation Rate of the path nominated is greater than the Maximum Reservation Rate of the primary path, Shipper will be billed the difference in the Maximum Reservation Rates for the applicable period and quantities, unless otherwise agreed to in writing; and
 - (2) the MDDQ specified by Primary Path in Shipper's FT Service Agreement.
 - b. COMMODITY CHARGE. The commodity rate multiplied by the volume in Dth of gas delivered by Transporter during the month at the Point(s) of Delivery.

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 16 original Sheet No. 16 : Effective

- c. DAILY OVERRUN CHARGES.
 - Authorized Overrun Charge. If on any day Transporter has capacity available and Shipper desires to transport gas exceeding the Maximum Daily Delivery Quantity total for any rate zone, or in the aggregate exceeding the Maximum Daily Transportation Quantity (by accepting separate nominations in excess of these quantities) Transporter may authorize delivery of the gas. Quantities of gas moved in excess of the MDDQ total by rate zone or the MDTQ will be subject to a charge equal to the authorized overrun rate as shown on Sheet 4-D of this tariff.
 - (2) Unauthorized Overrun Charge. A daily overrun charge shall be paid by Shipper for taking a daily quantity of gas which was not nominated exceeding the Maximum Daily Delivery Quantity (MDDQ) total for any rate zone, exceeding the level to which deliveries have been curtailed, or in the aggregate, exceeding the Maximum Daily Transportation Quantity (MDTQ). Quantities of overrun gas in excess of the greater of five percent (5%) or 50 Dth over the above quantities, following a notice period of forty-eight(48) hours or such shorter period as deemed necessary by Transporter to protect its system integrity, will be subject to a charge equal to the quantity in excess of the tolerance multiplied by the rate for

Effective Date: 06/01/2003 Status: Effective FERC Docket: RP00-343-006 Fourth Revised Sheet No. 17 Fourth Revised Sheet No. 17 : Effective Superseding: Substitute Third Revised Sheet No. 17

RATE SCHEDULE FT - continued

unauthorized overruns set forth in Sheet No. 4-D of this tariff. Quantities of overrun gas less than the tolerance, or for which notice has not been given, will be subject to a charge equal to the overrun quantity multiplied by the authorized overrun rate set forth in Sheet No. 4-D of this tariff.

- (3) Notwithstanding the charges provided herein, Transporter has the right to reduce receipts or deliveries in excess of the MDTQ at any time in its reasonable discretion, as necessary to protect the integrity of its system, including the maintenance of service to other customers.
- During periods when Directional Notices or Critical Time Operational Flow Orders are in effect, any overruns would be subject to the provisions of Section 29 of the General Terms and Conditions.
- (5) The Unauthorized Overrun penalties shall be refunded pursuant to Section 35 of the General Terms and Conditions of this Tariff.
- d. MONTHLY BALANCING.
 - (1) If requested by Shipper, cumulative imbalances may be injected into or withdrawn from a leased storage service, effective the month in which the imbalance occurred, if available. Injections and withdrawals will be in accordance with the applicable tariff provisions and rates governing leased storage. Imbalances may be traded among a Shipper's transportation agreements as long as the trade reduces the imbalance to Transporter.

Effective Date: 10/01/2002 Status: Effective FERC Docket: RP02-419-001 Substitute Third Revised Sheet No. 18 Substitute Third Revised Sheet No. 18 : Effective

Superseding: Second Revised Sheet No. 18

- (2) To assist Shippers in arranging offsets, Transporter will post on its Interactive Website the total Monthly Imbalance of any Shipper which has notified Transporter that it has elected to have such information posted. Notification by the Shipper may be in writing or on Transporter's Interactive Website and shall be effective by 8:00 a.m. on the next Business Day if the notification is received by 11:45 a.m. on a Business Day. Imbalance information authorized for posting through such notification shall be posted no later than the ninth Business Day of the month after the imbalance occurred. Shippers shall have the ability to post and trade imbalances, and imbalance information shall remain posted until the seventeenth business Day of the month after the imbalance occurred.
- (3) Transporter shall enable the imbalance trading process by:
 - (a) Receiving the Request for Imbalance Trade;
 - (b) Receiving the Imbalance Trade Confirmation;
 - (c) Sending the Imbalance Trade Notification; and
 - (d) Reflecting the trade prior to or on the next monthly Shipper Imbalance or cashout
- (4) Imbalance trades can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader and effectuated by Transporter.
- (5) After receipt of an Imbalance Trade Confirmation, Transporter shall send the Imbalance Trade Notification to the initiating trader and the confirming trader no later than noon (CT) the next Business Day.

Effective Date: 10/01/2002 Status: Effective FERC Docket: RP02-419-000 Original Sheet No. 18A original Sheet No. 18A : Effective

(6)	Transporter will charge for or credit for any shipper
	imbalances remaining after the imbalance netting and
	trading procedures set out in subsections (1) through
	(5) above, according to the schedule below.

Imbalance as a %	Rate as a % of	Average Spot Index
of Actual Deliveries	KMIGT Charge*	KMIGT Credit**
0% - 5%	100%	100%
Greater than 5%	125%	75%

- * The highest of the "Spot Gas Prices Delivered to Pipelines" for CIG or PEPL, under the Average column for each week (or the superseding reference number if the titling is revised), as applicable to the area where Transporter purchases make-up gas for the negative imbalance, as published in "Natural Gas Intelligence" for the month in which the imbalance occurred.
- ** The lowest of the "Spot Gas Prices Delivered to Pipelines" for CIG or PEPL, under the Average column for each week (or the superseding reference number if the titling is revised), as applicable to the area(s) where the positive imbalance originated as published in "Natural Gas Intelligence" for the month in which the imbalance occurred.

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 19 original Sheet No. 19 : Effective

RATE SCHEDULE FT - continued

5.3 Shipper shall reimburse Transporter for:

- a. ADDITIONAL FACILITY CHARGE. If Transporter, in its reasonable discretion, agrees to add new facilities or expand existing facilities, including compression, Transporter will allow Shipper to choose either:
 - A contribution-in-aid of construction associated with such facilities, including a gross-up for applicable state and federal income tax expense; and/or
 - (2) A reimbursement schedule setting the terms, the rate, and the conditions for reimbursement of the additional facility charge, including an obligation to reimburse Transporter, upon demand, for any unamortized capital charges, under an agreed upon amortization schedule, which may remain if service by Transporter to Shipper under this rate schedule is terminated prior to the end of said amortization period.
 - (3) Transporter will allocate additional facility charges among multiple Shippers pro-rata, based on the percentage of requested use of the facilities.
- b. FILING FEES. Any and all filing and approval fees required in connection with Shipper's Service Agreement that Transporter is obligated to pay to the FERC or any other governmental authority having jurisdiction shall be reimbursed by Shipper to transporter. Any filing and approval fees paid by Shippers will not be included in Transporter's cost of service. Any reimbursement due Transporter by Shipper pursuant to this Section 5.3 shall be due and payable to Transporter within ten (10) days of the date of Transporter's invoice(s) for same.

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 20 original Sheet No. 20 : Effective

RATE SCHEDULE FT - continued

5.4 In the event of a force majeure occurrence as defined in Section 16 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall not be relieved from its obligation to make payment of amounts then due or which become due. If Shipper's obligation to pay a daily imbalance or a portion of the monthly balancing charge under this rate schedule is a direct consequence of an imbalance which occurs as a result of Transporter's force majeure as defined in Section 16 of the General Terms and Conditions of Transporter's FERC Gas Tariff, such Shipper shall be relieved of such charges.

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Effective Date: 06/17/2001 Status: Effective FERC Docket: RP01-422-000 Sheet Nos. 21 - 23 : Effective

Sheet Nos. 21 - 23 are reserved for future use.

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 22 original Sheet No. 22 : Effective

RATE SCHEDULE FT - continued

f. Include in the nomination: 1) the quantity of gas to be received by Transporter (including Shipper's transportation volumes), 2) overrun quantities, which should be requested on a separate transaction, 3) any volumes to satisfy past imbalances, 4) fuel reimbursement quantities for volumes at each specified Receipt Point), 5) receipt points (primary and/or secondary), 6) the quantity to be delivered by Transporter at each specified delivery point (primary and/or secondary) on the desired gas day, 7) provide contract numbers for both upstream and downstream parties, if known, and related processing agreement numbers, and 8) nominate to no more than one (1) delivery point per transportation nomination. The total receipt nominations less the fuel reimbursement quantity and other deductions must equal the equivalent thermal quantity of delivery nominations.

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Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 22A Original Sheet No. 22A : Effective

RESERVED FOR FUTURE USE

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 22B Original Sheet No. 22B : Effective

RESERVED FOR FUTURE USE

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 23 original Sheet No. 23 : Effective

RESERVED FOR FUTURE USE

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 24 : Effective

RATE SCHEDULE FT - continued

6. GENERAL TERMS AND CONDITIONS

The applicable General Terms and Conditions of this Tariff are hereby made a part of this Rate Schedule. To the extent the General Terms and Conditions are inconsistent with the provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern. Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet Nos. 25-27 : Effective

RESERVED SHEETS

Sheet Nos. 25 through 27 have been reserved for future use

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 28 Second Revised Sheet No. 28 Superseding: First Revised Sheet No. 28

Contract No.

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT (APPLICABLE TO RATE SCHEDULE FT)

This Agreement ("Agreement"), is made and entered into by Kinder Morgan Interstate Gas Transmission LLC, a Colorado corporation ("Transporter") and by the Party(s) named in Article XIII ("Shipper").

In consideration of the premises and of the mutual covenants, the parties do agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule FT, Transporter agrees to receive from, or for the account of, Shipper for transportation on a firm basis quantities of natural gas tendered by Shipper on any day at the Primary Receipt Point(s) up to the applicable Maximum Daily Receipt Quantity for such Receipt Point. Shipper shall not tender at all Primary Receipt Points on any day without the prior consent of Transporter, a cumulative quantity of natural gas in excess of the Maximum Daily Transportation Quantity set forth in Article XIII.

Transporter agrees to transport and deliver to, or for the account of, Shipper at the Delivery Point(s) the nominated gas received from Shipper at the Receipt Point(s), less the Fuel Reimbursement Quantity and other deductions, and Shipper agrees to accept or cause acceptance of delivery of these quantities; provided, however, that Transporter shall not be obligated to deliver at any Delivery Point(s) on any day a quantity of natural gas in excess of the applicable Maximum Daily Delivery Quantity or Maximum Daily Transportation Quantity. Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Third Revised Sheet No. 29 Third Revised Sheet No. 29 Superseding: Second Revised Sheet No. 29

Contract No.

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth below and shall remain in full force and effect in accordance with the terms of this Service Agreement.

ARTICLE III RATE SCHEDULE

Shipper shall pay Transporter for all services rendered and for the Availability of such service at rates filed under Transporter's FT Rate Schedule as shown on Sheet No. 4 of Volume No. 1-A and as the same may be hereafter revised or changed. Unless otherwise agreed to in writing between Transporter and Shipper, and pursuant to Section 36 of the General Terms and Conditions, the rates to be charged Shipper for transportation shall not be more that the maximum rate under Rate Schedule FT, nor less than the minimum rate under Rate Schedule FT.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's applicable Rate Schedules and of Transporter's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 30 Second Revised Sheet No. 30 Superseding: First Revised Sheet No. 30

Contract No.

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued

authority and make changes effective in: (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT, (b) Transporter's Rate Schedule FT, pursuant to which service is rendered, or (c) any provision of the General Terms and Conditions applicable to Rate Schedule FT.

ARTICLE IV PRIMARY RECEIPT POINT(S)

Natural gas to be received by Transporter for the account of Shipper shall be delivered by Shipper and received by Transporter on the outlet side of the measuring station(s) at or near the Primary Receipt Point(s) specified in Appendix A, with the Maximum Daily Receipt Quantity, Point Identification Number ("PIN") and PIN Name as set forth in Appendix A. If multiple primary delivery point rate zones are specified in Appendix B the primary receipt point(s) and quantities must be allocated by primary delivery point rate zone in Appendix A.

ARTICLE V PRIMARY DELIVERY POINTS

Natural gas to be delivered by Transporter for the account of Shipper shall be delivered by Transporter and received by Shipper on the outlet side of the measuring station(s) at or near the Primary Delivery Point(s) specified in Appendix B, with the Maximum Daily Delivery Quantity, PIN and PIN Name indicated for each such Delivery Point as set forth in Appendix B.

ARTICLE VI QUALITY

All natural gas tendered to Transporter for transportation for the account of Shipper at the Receipt Point(s) shall conform to the quality specifications set forth in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, as revised from time to time unless otherwise agreed to. Transporter may refuse to take delivery of any gas for transportation which does not meet such quality specifications. Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 31 First Revised Sheet No. 31 Superseding: Original Sheet No. 31

Contract No.

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued

ARTICLE VII INTERPRETATION

The interpretation and performance of the Agreement shall be in accordance with the laws of the State of Colorado.

This Agreement, and all its rates, terms and conditions, shall at all times be subject to modification by order of the FERC upon notice and hearing and a finding of good cause therefor. In the event that any party to this Agreement requests the FERC to take any action which could cause a modification in the conditions of this Agreement, that party shall provide written notice to the other parties at the time of filing the request with the FERC.

ARTICLE VIII AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede and cancel any other firm agreements between the parties for the same service.

ARTICLE IX CERTIFICATIONS

By executing this Agreement, Shipper certifies that: (1) Shipper has a valid right to deliver the gas to be transported by Transporter; (2) Shipper has, or will have, entered into all arrangements necessary for the commencement of deliveries to Transporter; and (3) Shipper has a transportation contract(s) or will enter into such a transportation contract(s) with the party ultimately receiving the gas, prior to the commencement of service.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 32 Second Revised Sheet No. 32 Superseding: First Revised Sheet No. 32

Contract No._____

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued

ARTICLE X ADDRESSES

Except as otherwise provided or as provided in the General Terms and Conditions of Transporter's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties as follows:

(a) Transporter Addresses:

Kinder Morgan Interstate Gas Transmission LLC Attn: Marketing 370 Van Gordon Street P.O. Box 281304 Lakewood, CO 80228-8304 e-mail: WRGP@kindermorgan.com

(b) Shipper Addresses: As shown in Article XIII or such other address as either party shall designate by formal written notice. Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 33 First Revised Sheet No. 33 Superseding: Original Sheet No. 33

Contract No.____

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued

ARTICLE XI SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of any successor(s), substantially as an entirety, to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except as provided in Section 23 of the General Terms and Conditions, neither Transporter nor Shipper shall assign this Agreement or its rights hereunder.

ARTICLE XII CAPACITY RELEASE

Shipper may release its capacity under this Firm Transportation Service Agreement, up to Shipper's Maximum Daily Transportation Quantity or Maximum Contract Quantity, in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff.

	ctive Date: 10/19/2009 Status: Effective RC Docket: RP09-1050-000
Se	cond Revised Sheet No. 34 Second Revised Sheet No. 34 erseding: First Revised Sheet No. 34
ыцр	erseding. First Revised Sheet NO. 54
	Contract No:
	FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT (continued) ARTICLE XIII SPECIFIC INFORMATION
1.	Firm Transportation Service Agreement between Kinder Morgan Interstate Gas Transmission LLC ("Transporter") and ("Shipper").
2.	Contract Date: / /
3.	This Agreement is: (Check one) effective(Date or Event) and is the original contract. effective (Date or Event) (Amendment No)and amends and restates FTS Contract Noeffective(date)
4.	Term: (Date, Period-of-Time or Event) to (Date, Period-of-Time or Event)
5.	Shipper Contact Information (Shipper Name, Address, Phone, E-mail):
6.	Maximum Daily Transportation Quantity:
	(Date, Period-of-Time or Event) Dth per day
7	Rates:
	Reservation Rate: (Pursuant to Section 5.2a of Rate Schedule FT of the Tariff). Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to in writing as a discount or negotiated rate pursuant to Sections 33 and 36, respectively, of the General Terms and Conditions of Volume No. 1-B of the Tariff.
	Commodity Rate: (Pursuant to Section 5.2b of Rate Schedule FT of the Tariff) Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to in writing as a negotiated rate pursuant to Section 36 of the General Terms and Conditions of Volume No. 1-B of the Tariff.
	Fuel Reimbursement Quantity: (Pursuant to Section 3.1 of Rate Schedule FT of the Tariff). Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to writing as a negotiated rate pursuant to Section 36 of the General Terms and Conditions of Volume No. 1-B of the tariff.

Additional Facilities Charge: (Pursuant to Section 2.1 of Rate Schedule FT of the Tariff)

____None _____Lump-sum payment of ______ ____Monthly fee of ______through __(Date, Period or Time or Event)_____

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 35 First Revised Sheet No. 35 Superseding: Original Sheet No. 35 FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued Contract No: Rollover Provisions (pursuant to Section 18.7 of the General Terms and Conditions of Volume 8. No. 1-B of the Tariff). (Check one): ___Not Applicable Applicable (Complete the following): Notice of Rollover Exercise: _____Per the Tariff; or _____Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended. Right of First Refusal Provisions (pursuant to Section 18 of the General Terms and 9. Conditions of Volume No. 1-B of the Tariff.) (check one): ___Not Applicable Applicable (Complete the following): Notice of ROFR Exercise: _____Per the Tariff; or _____Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term Month(s) in advance of (i) the end of has ended. 10. Additional Terms Permitted by Tariff: The following negotiable provision is permitted under the Tariff and may be included in this agreement in the space below: Vol No. 1B Excerpt of Provision Language Tariff, Sect. Provision i . Rollover Rights 18.7 Transporter and Shipper under a firm contract may agree that Shipper shall have the right to extend the term...pursuant to a negotiated contractual rollover provision... 18 Transporter and a Shipper under a firm... ii. ROFR Rights contract may agree...to extend the term...contract pursuant to a negotiated contractual right of first refusal provision... iii. Gas Quality Unless otherwise agreed to in the Service 4.1 Waivers Agreement, gas tendered at each Point of Receipt Shall comply with the following ... IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representative. Kinder Morgan Interstate Gas Transmission LLC Shipper Ву:____ By:___ Title:_____ Title:____

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 36 Second Revised Sheet No. 36 Superseding: First Revised Sheet No. 36

Contract No._____

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT (continued)

APPENDIX A RECEIPT POINT(S)

To the Firm Transportation Service Agreement between Kinder Morgan Interstate Gas Transmission LLC ("Transporter") and ("Shipper").

Date,	PIN	PIN	Maximum Daily
Period-of-Time or Event	Name	#	Receipt Quantity
		·	

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 37 Second Revised Sheet No. 37 Superseding: First Revised Sheet No. 37

Contract No.____

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT (continued)

APPENDIX B DELIVERY POINT(S)

To the Firm Transportation Service Agreement between Kinder Morgan Interstate Gas Transmission LLC ("Transporter") and ("Shipper").

Primary Delivery Points:

Date,	PIN	PIN	Maximum Daily
Period-of-Time or Event	Name	#	Delivery Quantity

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 37A First Revised Sheet No. 37A Superseding: Substitute Original Sheet No. 37A

Segment #

Contract No. _____

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT (continued)

APPENDIX C PRIMARY TRANSPORTATION PATH SEGMENT MDTQ's (Applicable to New, Renewed or Amended Transportation Segments)

An MDTQ exists for each primary transportation path segment and direction within the primary path under this Agreement. Such MDTQ is the maximum daily transportation quantity of gas which Transporter is obligated to transport on a firm basis along a primary transportation path segment.

A schedule showing these primary transportation path segment MDTQ's is attached.

	Flow Direction	
Upstream	(F)orward Haul	
Segment #	or (B)ack Haul	MDTQ

Effective Date: 05/01/2002 Status: Effective FERC Docket: RP02-202-000 First Revised Sheet No. 38 First Revised Sheet No. 38 : Effective Superseding: Original Sheet No. 38

INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

- a. This Rate Schedule is available for interruptible transportation of natural gas provided by Kinder Morgan Interstate Gas Transmission LLC ("Transporter") for any party ("Shipper"), when:
 - 1. Shipper has elected to have gas transported under this Rate Schedule IT; and
 - 2. Shipper and Transporter have executed an Interruptible Transportation Service Agreement in the form contained in the FERC Gas Tariff under this Rate Schedule.
- b. Service will be contracted for on a first-come, first-served basis.
- c. Transportation service shall include exchanges, forward-haul and back-haul service.
- d. No fee exchange service is available in Transporter's reasonable discretion and in a non-discriminatory manner when Transporter and Shipper agree that such service is mutually beneficial and produces substantially equal benefits.
- 2. APPLICABILITY AND CHARACTER OF SERVICE
 - a. This rate schedule shall apply to the interruptible transportation of natural gas on Transporter's system, subject to Section 16 of the General Terms and Conditions of this FERC Gas Tariff, under this

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 39 original Sheet No. 39 : Effective

RATE SCHEDULE IT - continued

Rate Schedule. Such interruptible service shall be provided to Shipper only to the extent capacity is available after Transporter has provided service to its firm customers and to those interruptible customers with higher priority, pursuant to the General Terms and Conditions. Service hereunder shall consist of the acceptance by Transporter of natural gas from or for the account of Shipper at Receipt Point(s) under the IT Agreement, the transportation of that natural gas through Transporter's system, and the delivery of that natural gas, adjusted for Fuel Gas and Gas Lost and Unaccounted For as set out in the General Terms and Conditions, by Transporter to Shipper or for Shipper's account at Delivery Point(s) under IT Agreement. Upon receipt of gas for Shipper's account, Transporter shall, after a deduction for the Fuel Reimbursement Quantity and any other deductions, transport and deliver for the account of Shipper the thermal equivalent of such gas at the Delivery Points, as specified in the Service Agreement.

2.1 ADDITIONAL FACILITIES. In no event shall Transporter be obligated to provide any transportation service for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities; however, Transporter may add facilities and/or expand the system on a non-discriminatory basis whenever such is deemed, in Transporter's reasonable judgment, to be economically, operationally, and technically feasible, subject to the following conditions: Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 40 original Sheet No. 40 : Effective

RATE SCHEDULE IT - continued

- Transporter has received an executed revised service agreement from existing and prospective Shipper(s) requesting such additional facilities or expansion of capacity;
- b. Transporter does not have physical facilities or adequate capacity in the system to accommodate requests for service of existing and prospective Shippers accepted by Transporter pursuant to Section 4.1 hereof;
- Transporter and Shipper enter into a facilities agreement which is subject to the provisions of Section 5.3(a);
- The nature, extent and timing of facilities required shall be at the reasonable discretion of Transporter; and
- e. Transporter receives acceptable assurance of financial reliability from any Shipper requesting additional capacity.

3. SERVICE DEFINITIONS

- 3.1 FUEL REIMBURSEMENT QUANTITY.
 - a. Fuel Reimbursement Quantity shall be that portion of Shipper's natural gas received by Transporter for transportation which shall be retained by Transporter as compensation for gas used in rendering service to Shipper, including Company-used gas, and lost and unaccounted for gas. This gas shall be

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 41 original Sheet No. 41 : Effective

RATE SCHEDULE IT - continued

retained by Transporter reducing the thermally equivalent volumes available for delivery to Shipper. The Fuel Reimbursement Quantity shall be stated as a percentage of the natural gas received by Transporter at the Point(s) of Receipt.

- b. Title to Fuel Reimbursement Quantity shall vest in Transporter upon receipt at the Receipt Point(s) at no cost and free and clear of all adverse claims.
- c. The Fuel Reimbursement Quantity will be determined pursuant to Section 15 of the General Terms and Conditions of the FERC Gas Tariff.
- 3.2 MAXIMUM DAILY TRANSPORTATION QUANTITY. The Maximum Daily Transportation Quantity (MDTQ) shall be the maximum quantity of natural gas in Dth which Transporter agrees to deliver to Shipper on any day for the account of Shipper at any nominated Delivery Point(s), should capacity be available. Such delivery points and such MDTQ shall be specified in the executed Service Agreement.
- 3.3 APPROVED DAILY NOMINATION. The Approved Daily Nomination shall mean that quantity of gas which Transporter has approved to be transported on a particular day.

Effective Date: 05/01/2002 Status: Effective FERC Docket: RP02-202-000 Second Revised Sheet No. 42 Second Revised Sheet No. 42 : Effective Superseding: First Revised Sheet No. 42 RATE SCHEDULE IT - continued

4. REQUIREMENTS FOR VALID REQUEST FOR INTERRUPTIBLE TRANSPORTATION SERVICE

4.1 All Shippers requesting interruptible transportation service must submit a completed Transportation Service Request Form as set forth in Volume 1-A of this Tariff. No gas will be scheduled for receipt and delivery until all such information and a completed Transportation Service Request Form has been received by Transporter.

All completed Transportation Service Request Forms are to be submitted on Transporter's Interactive Web Site or sent to:

Kinder Morgan Interstate Gas Transmission LLC P.O. Box 281304 Lakewood, CO 80228-8304 Attention: Account Services Department Telephone: (303)989-1740 Facsimile: (303)763-3515

- 4.2 CREDIT INFORMATION. A request for service must include the following credit information:
 - A copy of Shipper's most recent audited financial statements or, at Transporter's option, a bank reference satisfactory to Transporter;
 - (2) A copy of Shipper's most recent Annual Report and SEC Form 10-K, if applicable; and

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Third Revised Sheet No. 43 Third Revised Sheet No. 43 Superseding: Second Revised Sheet No. 43

RATE SCHEDULE IT - continued

- (3) A completed Credit Application Form, the form of which is contained in this tariff.
- 4.3 An Interruptible Transportation Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance of Shipper's request for service.

5. RATES

5.1RATES.

The applicable maximum and minimum unit rates including any surcharges for interruptible transportation service are set forth on effective Sheet No. 4 of Volume 1-A of this FERC Gas Tariff, as revised from time to time, unless negotiated rates pursuant to Section 36 of the General Terms and Conditions have otherwise been agreed to in writing between Transporter and Shipper. Shipper and Transporter may otherwise agree to discounted rates pursuant to Section 33 of the General Terms and Conditions, in which case the applicable unit rate shall not be in excess of the maximum rate nor less than the minimum rate, as agreed to in writing between Transporter and Shipper or by Shipper's election to nominate service consistent with the terms of the applicable service discount rate offers posted by Transporter on its interactive website from time-to-time.

5.2 MONTHLY BILL.

Commencing for the month in which the IT Service Agreement is effective and each month thereafter, Transporter shall charge and Shipper shall pay Transporter the sum of the following amounts:

a. COMMODITY CHARGE.

The applicable unit commodity rate by nominated path multiplied by the volume in Dth of gas delivered by Transporter during the month at the Point(s) of Delivery. Preauthorized deliveries in excess of contract quantities will be charged the maximum IT rate, unless otherwise agreed to in writing.

Effective Date: 10/01/2002 Status: Effective FERC Docket: RP02-419-001

Substitute Third Revised Sheet No. 44 Substitute Third Revised Sheet No. 44 : Effective Superseding: Second Revised Sheet No. 44

- b. MONTHLY BALANCING
 - (1) If requested by Shipper, cumulative imbalances may be injected into or withdrawn from a leased storage service, effective the month in which the imbalance occurred, if available. Injections and withdrawals will be in accordance with the applicable tariff provisions and rates governing leased storage. Imbalances may be traded among a Shipper's transportation agreements as long as the trade reduces the imbalance to Transporter.
 - (2) To assist Shippers in arranging offsets, Transporter will post on its Interactive Website the total Monthly Imbalance of any Shipper which has notified Transporter that it has elected to have such information posted. Notification by the Shipper may be in writing or on Transporter's Interactive Website and shall be effective by 8:00 a.m. on the next Business Day if the notification is received by 11:45 a.m. on a Business Day. Imbalance information authorized for posting through such notification shall be posted no later than the ninth Business Day of the month after the imbalance occurred. Shippers shall have the ability to post and trade imbalances, and imbalance information shall remain posted until the seventeenth business Day of the month after the imbalance occurred.
 - (3) Transporter shall enable the imbalance trading process by:
 - (a) Receiving the Request for Imbalance Trade;
 - (b) Receiving the Imbalance Trade Confirmation;
 - (c) Sending the Imbalance Trade Notification; and
 - (d) Reflecting the trade prior to or on the next monthly Shipper Imbalance or cashout

Effective Date: 10/01/2002 Status: Effective FERC Docket: RP02-419-000 Original Sheet No. 44A original Sheet No. 44A : Effective

RATE SCHEDULE IT - continued

- (4) Imbalance trades can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader and effectuated by Transporter.
- (5) After receipt of an Imbalance Trade Confirmation, Transporter shall send the Imbalance Trade Notification to the initiating trader and the confirming trader no later than noon (CT) the next Business Day.

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Effective Date: 10/01/2002 Status: Effective FERC Docket: RP02-419-000 Second Revised Sheet No. 45 Second Revised Sheet No. 45 : Effective Superseding: Original Sheet No. 45

RATE SCHEDULE IT - continued

(7) Transporter will charge for or credit for any shipper imbalances remaining after the imbalance netting and trading procedures set out in subsections (1) through (6) above, according to the schedule below.

Imbalance as a %	Rate as a % of	Average Spot Index
of Actual Deliveries	KMIGT Charge*	KMIGT Credit**
0% - 5%	100%	100%
Greater than 5%	125%	75%

* The highest of the "Spot Gas Prices Delivered to Pipelines" for CIG or PEPL, under the Average column for each week (or the superseding reference number if the titling is revised), as applicable to the area where Transporter purchases make-up gas for the negative imbalance, as published in "Natural Gas Intelligence" for the month in which the imbalance occurred.

** The lowest of the "Spot Gas Prices Delivered to Pipelines" for CIG or PEPL, under the Average column for each week (or the superseding reference number if the titling is revised), as applicable to the area(s) where the positive imbalance originated as published in "Natural Gas Intelligence" for the month in which the imbalance occurred.

- 5.3 Shipper shall reimburse Transporter for:
 - a. ADDITIONAL FACILITY CHARGE. When Transporter in its reasonable discretion agrees to add new facilities or expand existing facilities, including compression, in order to provide service, Transporter will require:
 - A contribution-in-aid of construction associated with such facilities, including a gross-up for applicable state and federal income tax expense; and/or

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 46 original Sheet No. 46 : Effective

RATE SCHEDULE IT - continued

- (2) A reimbursement schedule setting the terms, the rate, and the conditions for reimbursement of the additional facility charge, including an obligation to reimburse Transporter, upon demand, for any unamortized capital charges, under an agreed upon amortization schedule, which may remain if service by Transporter to Shipper under this rate schedule is terminated prior to the end of said amortization period.
- b. FILING FEES. Any and all filings and approval fees required in connection with Shipper's Service Agreement that Transporter is obligated to pay to the FERC or any other governmental authority having jurisdiction shall be reimbursed by Shipper to Transporter. Any filing and approval fees paid by Shippers will not be included in Transporter's cost of service.

Any reimbursement due Transporter by Shipper pursuant to this Section 5.3 shall be due and payable to Transporter within ten (10) days of the date of Transporter's invoice(s) for same.

5.4 In the event of a force majeure occurrence as defined in Section 16 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall not be relieved from its obligation to make payment of amounts then due or which become due. If Shipper's obligation to pay a daily imbalance charge or a portion of the monthly balancing charge under this rate schedule is a direct consequence of an imbalance which occurs as a result of Transporter's force majeure as defined in Section 16 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall be relieved of such charges. Effective Date: 06/17/2001 Status: Effective FERC Docket: RP01-422-000 Sheet Nos. 47 - 49B Sheet Nos. 47 - 49B : Effective

SHEETS 47 - 49B ARE RESERVED FOR FUTURE USE

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 48 : Effective

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 49 original Sheet No. 49 : Effective

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 49A original Sheet No. 49A : Effective

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 49B Original Sheet No. 49B : Effective

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 50 original Sheet No. 50 : Effective

RATE SCHEDULE IT - continued

6. GENERAL TERMS AND CONDITIONS

The applicable General Terms and Conditions of this Tariff are hereby made a part of this Rate Schedule. To the extent that the General Terms and Conditions are inconsistent with the provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern.

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Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet Nos. 51-53 Original Sheet Nos. 51-53 : Effective

RESERVED SHEETS

Sheet Nos. 51 through 53 are reserved for future use.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 54 Second Revised Sheet No. 54 Superseding: First Revised Sheet No. 54

Contract No.

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT (APPLICABLE TO RATE SCHEDULE IT)

This Agreement ("Agreement"), is made and entered into by Kinder Morgan Interstate Gas Transmission LLC, a Colorado corporation ("Transporter") and by Shipper named in Article XII ("Shipper").

In consideration of the premises and of the mutual covenants, the parties do agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule IT, Transporter agrees to receive from, or for the account of, Shipper for transportation on an interruptible basis quantities of natural gas tendered by Shipper any day at the Receipt Point(s). Shipper shall not tender at all Receipt Points on any day, without the prior consent of Transporter, a cumulative quantity of natural gas in excess of the Maximum Daily Transportation Quantity set forth in Article XII.

Transporter agrees to transport and deliver to, or for the account of, Shipper at the Delivery Point(s) nominated gas received from Shipper at the Receipt Point(s), less the Fuel Reimbursement Quantity and other deductions, and Shipper agrees to accept or cause acceptance of delivery of these quantities; provided, however, Transporter shall not be obligated to deliver at any Delivery Point(s) on any day a quantity of natural gas in excess of the applicable Maximum Daily Delivery Quantity or Maximum Daily Transportation Quantity.

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth below and shall remain in full force and effect in accordance with the terms of this Service Agreement.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Third Revised Sheet No. 55 Third Revised Sheet No. 55 Superseding: Second Revised Sheet No. 55

Contract No.

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT - continued

ARTICLE III RATE SCHEDULE

Shipper shall pay Transporter for all services rendered and for the availability of such service at rates filed under Transporter's Rate Schedule IT and as shown on Sheet No. 4 of Volume 1-A and as the same may be hereafter revised or changed. Shipper and Transporter may agree in writing, or by Shipper's election to nominate service consistent with the terms of applicable service discount rate offers posted by Transporter on its Interactive Website from time-to-time, to discount rates pursuant to Section 33 of the General Terms and Conditions. Unless otherwise agreed to in writing between Transporter and Shipper, and pursuant to Section 36 of the General Terms and Conditions, the rate to be charged Shipper for transportation shall not be more than the maximum rate under Rate Schedule IT, nor less than the minimum rate under Rate Schedule IT.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's applicable Rate Schedule IT and of Transporter's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

Shipper agrees that 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 service pursuant to Transporter's Rate Schedule IT; (b) Transporter's Rate Schedule IT, pursuant to which service is rendered; or (c) any provision of the General Terms and Conditions applicable to Rate Schedule IT.

ARTICLE IV RECEIPT POINT(S)

Natural gas to be received by Transporter for the account of Shipper shall be delivered by Shipper and received by Transporter on the outlet side of the measuring station(s) at or near the Primary Receipt Point(s) specified in Appendix A, with the Point Identification Number ("PIN"), as set forth in Appendix A. If multiple primary delivery point rate zones are specified in Appendix B, the primary receipt point(s) and quantities must be allocated by primary delivery point rate zone in Appendix A.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 56 Second Revised Sheet No. 56 Superseding: First Revised Sheet No. 56

Contract No.____

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT - continued

ARTICLE V DELIVERY POINTS

Natural gas to be delivered by Transporter for the account of Shipper shall be delivered by Transporter and received by Shipper on the outlet side of the measuring station(s) at or near the Primary Delivery Point(s) specified in Appendix B, with the PIN indicated for each such Delivery Point as set forth in Appendix B.

ARTICLE VI QUALITY

All natural gas tendered to Transporter for transportation for the account of Shipper at the Receipt Point(s) shall conform to the quality specifications set forth in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, as revised from time to time unless otherwise agreed to. Transporter may refuse to take delivery of any gas for transportation which does not meet such quality provisions.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 57 First Revised Sheet No. 57 Superseding: Original Sheet No. 57

Contract No.

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT - continued

ARTICLE VII

INTERPRETATION

The interpretation and performance of the Agreement shall be in accordance with the laws of the State of Colorado.

This Agreement, and all its rates, terms and conditions, shall at all times be subject to modification by order of the FERC upon notice and hearing and a finding of good cause

therefor. In the event that any party to this Agreement requests the FERC to take any action which could cause a modification in the conditions of this Agreement, that party shall provide written notice to the other parties at the time of filing the request with the FERC.

ARTICLE VIII AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede and cancel any other interruptible agreements between the parties for the same service.

ARTICLE IX CERTIFICATIONS

By executing this Agreement, Shipper certifies that: (1) Shipper has a valid right to deliver the gas to be transported by Transporter; and (2) Shipper has, or will have, entered into all arrangements necessary for the commencement of deliveries to Transporter.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 58 Second Revised Sheet No. 58 Superseding: First Revised Sheet No. 58

Contract No._____

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT - continued

ARTICLE X ADDRESSES

Except as otherwise provided or as provided in the General Terms and Conditions of Transporter's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties as follows:

(a) Transporter Addresses:

Kinder Morgan Interstate Gas Transmission LLC Attn: Marketing 370 Van Gordon St. Lakewood, CO. 80228 e-mail: WRGP@kindermorgan.com

(b)Shipper Addresses: As shown in Article XII or such other address as either party shall designate by formal written notice.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 59 First Revised Sheet No. 59 Superseding: Original Sheet No. 59

Contract No.

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT - continued

ARTICLE XI SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of any successor(s), substantially as an entirety, to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except as provided in Section 23 of the General Terms and Conditions, neither Transporter nor Shipper shall assign this Agreement or its rights hereunder.

ARTICLE XII SPECIFIC INFORMATION

- 1. Interruptible Transportation Service Agreement between Kinder Morgan Interstate Gas Transmission LLC ("Transporter") and ("Shipper").
- 2. Contract Date: / /
- 3. This Agreement is: (Check one) ______(Date or Event) and is the original contract. ______(Date or Event) (Amendment No.______) and amends and restates ______(Date or Event) (Amendment No.______) and amends and restates
- 4. Term: (Date, Period-of-Time or Event) to (Date, Period-of-Time or Event) , and monthto-month thereafter until terminated by prior written notice of either party.
- 5. Shipper Contact Information (Shipper Name, Address, Phone, E-mail):

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 60 First Revised Sheet No. 60 Superseding: Original Sheet No. 60

Contract No.____

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT - continued

6. Maximum Daily Quantity: (Date, Period-of-Time or Event) Dth per day

7. Rates:

Commodity Rate: (Pursuant to Section 5.2a of Rate Schedule IT of the Tariff). Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to in writing as a discount or negotiated rate pursuant to Section 33 and 36, respectively, of the General Terms and Conditions of Volume No. 1-B of the Tariff.

Fuel Reimbursement Quantity: (Pursuant to Section 3.1 of Rate Schedule IT of the Tariff). Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to writing as a negotiated rate pursuant to Section 36 of the General Terms and Conditions of Volume No. 1-B of the tariff.

Additional Facilities Charge: (Pursuant to Section 2.1 of Rate Schedule IT of the Tariff) None

Lone Lump-sum payment of ______ Monthlv fee of ______ through __(Date, Period or Time or Event)_____ Monthly fee of _____

Additional Terms Permitted by Tariff: 8.

> The following negotiable provision is permitted under the Tariff and may be included in this agreement in the space below:

Provision	Vol No. 1B Tariff, Sect.	Excerpt of Provision Language
Gas Quality Waivers	4.1	Unless otherwise agreed to in the Service Agreement, gas tendered at each Point of Receipt Shall comply with the following

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representative.

Kinder Morgan Interstate Gas Transmission LLC:

By: Title: Shipper: By:

Title:

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 61 Superseding: First Revised Sheet No. 61

Contract No._____

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT - continued

APPENDIX A RECEIPT POINT(S)

To the Interruptible Transportation Service Agreement between Kinder Morgan Interstate Gas Transmission LLC ("Transporter") and ("Shipper");

Primary Receipt Point(s):

All system receipt points on the Point Catalog list as published on the Interactive Website as revised from time-to-time.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 62 Second Revised Sheet No. 62 Superseding: First Revised Sheet No. 62

Contract No._____

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT - continued

APPENDIX B DELIVERY POINT(S)

To the Interruptible Transportation Service Agreement between Kinder Morgan Interstate Gas Transmission LLC ("Transporter") and _____ ("Shipper");

Primary Delivery Point(s):

All system delivery points on the Point Catalog list as published on the Interactive Website as revised from time-to-time.

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 First Revised Sheet No. 63 First Revised Sheet No. 63 : Effective Superseding: Original Sheet No. 63

> RATE SCHEDULE NNS NO-NOTICE SERVICE

1. AVAILABILITY

This Rate Schedule is available for No-Notice Service provided by Kinder Morgan Interstate Gas Transmission LLC ("Transporter") for any party ("Shipper"), when:

- a. Shipper has requested service under this Rate Schedule NNS
- Shipper and Transporter have executed a No-Notice Service Agreement in the form contained in the FERC Gas Tariff under this Rate Schedule;
- c. Transporter has determined that it will have available sufficient uncommitted capacity to provide the No-Notice Service requested by Shipper;
- Shipper will have sufficient gas storage inventories to meet Transporter's No-Notice Service requirements;
- e. Service will be contracted for on a first-come, first-served basis.
- 2. APPLICABILITY AND CHARACTER OF SERVICE
 - 2.1 This rate schedule shall apply to the combination of Firm Transportation ("FT") and Firm Storage Services ("FSS") on Transporter's system, except as provided in Section 16 of the General Terms and Conditions of this Tariff.

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 First Revised Sheet No. 64 First Revised Sheet No. 64 : Effective Superseding: Original Sheet No. 64

- 2.2 ADDITIONAL FACILITIES. In no event shall Transporter be obligated to provide any No-Notice Service for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities; however, Transporter may add facilities and/or expand the system, on a non-discriminatory basis, whenever such is deemed, in Transporter's reasonable judgment, to be economically, operationally, and technically feasible, subject to the following conditions:
 - Transporter has received an executed revised service agreement from existing and prospective Shipper(s) requesting such additional facilities or expansion of capacity;
 - b. Transporter does not have physical facilities or adequate capacity in the system to accommodate requests for capacity of existing and prospective Shippers accepted by Transporter pursuant to Section 4.1 hereof;
 - c. Transporter and Shipper enter into a facilities agreement which is subject to the provisions of Section 5.3a of this Rate Schedule NNS;
 - d. The nature, extent and timing of facilities required shall be at the reasonable discretion of Transporter; and
 - e. Transporter receives acceptable assurance of financial reliability from any Shipper requesting additional capacity.

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 First Revised Sheet No. 65 First Revised Sheet No. 65 : Effective Superseding: Original Sheet No. 65

- 2.3 Nominations at primary points are unnecessary for No-Notice Service. Subject to the provisions of this Rate Schedule NNS, No-Notice Service provides for: (1) daily firm service at the specified primary point(s) of any shipper requirements, up to the No-Notice Maximum Daily Contract Quantity (MDCQ); (2) daily injection into or withrawal from a No-Notice storage account of any excess receipts or deliveries, respectively, at the Shipper's NNS primary points; and (3) resolution of daily imbalances which Shipper has incurred at the Shipper's NNS primary points under FT or IT Service Agreement(s).
- 2.4 No-Notice Service may be released or segmented under the applicable provisions of the General Terms and Conditions of this Tariff and subject to the provisions of this Rate Schedule NNS.
- 2.5 No-Notice Service Shippers will be able to 1) nominate or release the embedded FT, and/or 2) nominate or release the embedded storage as FSS. When nominating or releasing the embedded FT, storage is the primary receipt point and all other receipt points are secondary. If either the transportation or storage component of the No-Notice Service is nominated or released separately, the applicable MDCQ under the No-Notice Service Agreement will be reduced by such amounts used separately.
- 2.6 Any nomination or release of the FT component, separate from NNS, shall be subject to the provisions of Rate Schedule FT.

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 Second Revised Sheet No. 66 Second Revised Sheet No. 66 : Effective Superseding: First Revised Sheet No. 66

- 2.7 Any nomination or release of the FSS component, separate from NNS, will be subject to the provisions of Rate Schedule FSS.
- 2.8 Storage inventories may be traded between FSS, ISS, NNS, CMC-1 or CMC-2 contracts subject to the provisions of Section 3.7 and the MSQ provisions of Section 5.2c of this Rate Schedule NNS. Parties must notify Transporter in writing of their desire to trade, the quantity to be traded, and the effective date of any trade. Such trades may be executed on a prospective basis only, unless otherwise agreed on a non-discriminatory basis.
- 2.9 Upon expiration of the NNS agreement, any gas remaining in storage will be treated and billed as if it were an ISS agreement. Any gas remaining in inventory sixty (60) days after expiration of the NNS agreement will be confiscated by Transporter. The realized value of any gas confiscated by Transporter pursuant to this Section shall be credited back to Shippers under the provisions of Section 35 of the General Terms and Conditions of this Tariff.
- 2.10 Transporter shall have the ability to waive the specific provisions of Rate Schedule NNS provided such waiver is nondiscriminatory and does not adversely affect service to other shippers.
- 3. SERVICE DEFINITIONS
 - 3.1 FUEL REIMBURSEMENT QUANTITY.
 - a. The fuel reimbursement quantity shall be that portion of Shipper's natural gas received by Transporter for transportation which shall be retained by Transporter as compensation for gas used in rendering service to Shipper, including Company-used gas, and lost and unaccounted for gas. This gas shall be retained by Transporter reducing the thermally equivalent volumes available for delivery to Shipper. The fuel reimbursement quantity shall be stated as a percentage of the natural gas received by Transporter at the point(s) of receipt.
 - b. Title to the fuel reimbursement quantity shall vest in Transporter upon receipt at the receipt point(s) at no cost and free and clear of all adverse claims.

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 Second Revised Sheet No. 67 Second Revised Sheet No. 67 : Effective Superseding: Original Sheet No. 67

- c. The Fuel Reimbursement Quantity will be determined pursuant to Section 15 of the General Terms and Conditions of the FERC Gas Tariff.
- 3.2 MAXIMUM DAILY CONTRACT QUANTITY. The Maximum Daily Contract Quantity (MDCQ) shall be the maximum quantity of natural gas in Dth which Transporter agrees to deliver as No-Notice Service. Each Dth of MDCQ of NNS represents a Dth of FSS deliverability and a Dth of FT capacity from storage to the delivery point(s).
- 3.3 MAXIMUM DAILY DELIVERY QUANTITY (MDDQ) (at individual delivery point(s)). The maximum quantity of natural gas which Transporter agrees to deliver under No-Notice Service on any day at any indicated primary delivery point, as specified in the executed Service Agreement, shall be the Maximum Daily Delivery Quantity (MDDQ). Provided, however, that in the event allocated quantities delivered at delivery points exceed the MDCQ as specified in the executed service agreement, Shipper shall be subject to the overrun provisions of Sections 5.2c(1) or 5.2c(3) of this Rate Schedule NNS.
- 3.4 PRIMARY RECEIPT POINT. The primary receipt point for No-Notice Service is the Huntsman Storage Facility (PIN 994000).
- 3.5 PRIMARY DELIVERY POINT(S). Primary Delivery Point(s) are those delivery points which are set forth as primary in the Service Agreement. The total of all MDDQ's specified for any Primary Delivery Point shall not exceed the total available firm capacity at that point.

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 First Revised Sheet No. 68 First Revised Sheet No. 68 : Effective Superseding: Original Sheet No. 68

- 3.6 SECONDARY POINT(S). A Shipper holding NNS may nominate NNS at Secondary Points consistent with the provisions of Sections 2.5 and 2.6 above. The sum of the allocated quantities at all points, less fuel reimbursement and other deductions, shall not exceed the MDCQ of the No-Notice Service Agreement on any given day. Provided, however, that in the event the allocated quantities exceed the MDCQ, Shipper shall be subject to the overrun provisions of Sections 5.2c(1) or 5.2c(3) of this Rate Schedule NNS.
 - a. Secondary Points are all other points which are not set forth as the Primary Points in the No-Notice Service Agreement. If Shipper nominates Secondary Points and the maximum reservation rate of the path used is greater than the maximum reservation rate of the primary path, Shipper shall be billed the difference in the maximum applicable reservation rates unless otherwise agreed to in writing by Transporter.
 - b. In case of a capacity release, if a Replacement Shipper utilizes any Secondary Point(s), the Releasing Shipper shall not be responsible for maximum reservation charges for point(s) outside the Rate Zone(s) where the Primary Point(s) is located. Transporter will assess the additional reservation charge(s) to the acquiring shipper, if applicable.
- 3.7 MAXIMUM STORAGE QUANTITY. The Maximum Storage Quantity (MSQ) shall be the maximum quantity of natural gas in Dth which Transporter agrees to store for the account of Shipper. Such MSQ shall be specified in Dth in the executed Service Agreement.
 - a. Any quantities of stored gas in excess of the MSQ shall be subject to the provisions of Sections 5.2c(2) and 5.2c(3) of this Rate Schedule NNS.
 - b. Negative storage inventories will not be allowed. If a Shipper's inventory level is negative (less than zero), Transporter shall deem such negative quantities as loaned quantities under Rate Schedule S-PALS and applicable charges shall result.

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 Second Revised Sheet No. 69 Second Revised Sheet No. 69 : Effective Superseding: Original Sheet No. 69

- 3.8 INJECTION QUANTITY (at the inlet of Transporter's Huntsman Storage Facility). The Injection Quantity (IQ) means the maximum quantity of natural gas which Transporter agrees to receive from Shipper at the inlet side of Transporter's Huntsman Storage Facility for injection into storage as specified in the executed Service Agreement.
 - a. The IQ equals 1/90 of the Shipper's MSQ.
 - b. Injections into a No-Notice Storage account can be made: (1) by nominating deliveries to the Huntsman Storage Facility either by using other transportation agreements or by using the embedded FT component of the No-Notice Service on a secondary basis as permitted under this Rate Schedule NNS; (2) by Transporter receiving over-delivered quantities at the Shipper's NNS primary delivery points from other transportation agreements, which are then injected into storage; (3) by acquiring inventory from another storage service account; or (4) by receiving gas by means other than acquisition of storage inventory.
 - c. Any injection quantity in excess of the Shipper's IQ will incur overrun charges as defined in Section 5.2c(2) or 5.2c(3) of this Rate Schedule NNS.
- 3.9 WITHDRAWAL QUANTITY (at the outlet side of Transporter's Huntsman Storage Facility). The Withdrawal Quantity (WQ) means the maximum quantity of natural gas which Transporter agrees to withdraw from its Huntsman Storage Facility on any day, as specified in the executed Service Agreement.
 - a. The WQ equals 1/45 of the Shipper's MSQ.
 - b. Withdrawals from a No-Notice Storage account can be made: (1) by nominating receipts from the Huntsman Storage Facility either by using other transportation agreements or by using the embedded FT component of the No-Notice Service on a secondary basis as permitted under this Rate Schedule NNS; (2) by Transporter delivering quantities at the Shipper's NNS primary delivery points as a result of underdeliveries from other transportation agreements, which are then withdrawn from storage; (3) by selling inventory to another storage service account; or (4) by selling gas by means other than disposition of storage inventory.

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 Second Revised Sheet No. 70 Second Revised Sheet No. 70 : Effective Superseding: Original Sheet No. 70

- c. In order for a Shipper's full WQ to be available, an inventory greater than forty percent (40%) of Shipper's MSQ is required. Any withdrawal quantity in excess of the Shipper's WQ will incur overrun charges as defined in Section 5.2c(2) or 5.2c(3) of this Rate Schedule NNS.
- d. If a Shipper's inventory is equal to or less than forty percent (40%) and greater than twenty percent (20%) of its MSQ, its WQ will be reduced by twenty-five percent (25%) and any withdrawal quantity in excess of the reduced WQ will incur overrun charges as defined in Section 5.2c(2) or 5.2c(3) of this Rate Schedule NNS.
- e. If a Shipper's inventory is equal to or less than twenty percent (20%) of its MSQ and greater than zero, its WQ will be reduced by fifty percent (50%) and any withdrawal quantity in excess of the reduced WQ will incur overrun charges as defined in Section 5.2c(2) or 5.2c(3) of this Rate Schedule NNS.
- f. If a Shipper's inventory is zero, its WQ will be reduced by 100% and any withdrawal quantity in excess of the reduced WQ will incur overrun charges as defined in Section 5.2c(2) or 5.2c(3) of this Rate Schedule NNS.
- 3.10 Notwithstanding the above, IQ or WQ overrun quantities resulting from monthly transportation imbalance trades shall not be subject to IQ or WQ authorized overrun charges.

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 Second Revised Sheet No. 71 Second Revised Sheet No. 71 : Effective Superseding: First Revised Sheet No. 71 RATE SCHEDULE NNS - continued

- 4. REQUIREMENTS FOR VALID REQUEST FOR NO-NOTICE SERVICE
 - 4.1 NO-NOTICE REQUEST FORM

All Shippers requesting No-Notice Service must submit a completed Service Request Form as set forth in Volume 1-A of this Tariff. No gas will be scheduled for NNS until all such information, including a completed Service Request Form and a No-Notice Service Agreement which has been fully executed by both parties, have been received by Transporter.

All completed Service Request Forms are to be submitted on Transporter's Interactive Web Site or sent to:

Kinder Morgan Interstate Gas Transmission LLC P.O. Box 281304 Lakewood, Colorado 80228-8304 Attn: KMIGT Business Management & Development

Telephone: (303) 989-1740 Facsimile: (303) 763-3515 Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 First Revised Sheet No. 72 First Revised Sheet No. 72 : Effective Superseding: Original Sheet No. 72

RATE SCHEDULE NNS- continued

- 4.2 A request for service must include the following:
 - a. PREPAYMENT. A payment to Transporter of an amount equal to the Capacity Reservation Charge applicable to the proposed service for a one month period, or ten thousand dollars (\$10,000), whichever is less, which amount shall be credited to Shipper's initial invoice for this service or refunded to Shipper if service cannot be provided.
 - b. CREDIT INFORMATION
 - A copy of Shipper's most recent audited financial statements, or at Transporter's option, a bank reference satisfactory to Transporter;
 - (2) A copy of Shipper's most recent Annual Report and SEC Form 10-K, if applicable; and
 - (3) A completed Credit Application Form; the form of which is contained in this tariff.
- 4.3 SERVICE AGREEMENT. A No-Notice Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance of Shipper's request for service.

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 Second Revised Sheet No. 73 Second Revised Sheet No. 73 : Effective Superseding: Original Sheet No. 73

RATE SCHEDULE NNS - continued

5. RATES

- 5.1 RATES. The applicable rates, including any surcharges, for No-Notice Service are set forth in Volume 1-A of this FERC Gas Tariff, as revised from time to time. Unless otherwise agreed in writing between Transporter and Shipper under Section 36 of the General Terms and Conditions, the applicable rate shall not be in excess of the maximum rate nor less than the minimum rate. Fuel reimbursement quantity set forth on the applicable rate sheet of Transporter's Tariff, shall be charged prior to injection of gas into storage. The commodity rate applicable to NNS shall be charged on withdrawal of the gas from storage.
- 5.2 MONTHLY BILL. Commencing for the month in which the NNS Agreement is effective and each month thereafter, Transporter shall charge and Shipper shall pay Transporter the sum of the following amounts:
 - a. RESERVATION CHARGE. The reservation charge shall be the product of:
 - (1) the Maximum Reservation Rate as stated on the applicable rate sheet in this Tariff for each Primary Path, unless otherwise agreed to in writing; provided, if Shipper nominates Secondary Receipt and/or Delivery Point(s) and the Maximum Reservation Rate of the path nominated is greater than the Maximum Reservation Rate of the Primary Path, Shipper will be billed the difference in the Maximum Reservation Rates for the applicable period and quantities, unless otherwise agreed to in writing; and
 - (2) the MDDQ specified by Primary Path in Shipper's NNS Agreement.

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 Second Revised Sheet No. 74 Second Revised Sheet No. 74 : Effective Superseding: Original Sheet No. 74

RATE SCHEDULE NNS - continued

- b. COMMODITY CHARGE. The commodity rate multiplied by the volume in Dth of gas delivered by Transporter during the month at the Point(s) of Delivery.
- c. DAILY OVERRUN CHARGES.
 - (1) Authorized Overrun Charge (for MDDQ and MDCQ). If, on any day, Shipper exceeds the MDDQ for any rate zone, or in the aggregate, exceeds the MDCQ contained in Shipper's No-Notice Service Agreement, Transporter may authorize such additional quantities of gas. Quantities of gas moved in excess of the MDDQ by rate zone or the MDCQ will be subject to a charge equal to the applicable NNS authorized overrun rate as shown on the applicable rate sheet of this Tariff multiplied by the overrun quantity, unless otherwise agreed to in writing by Transporter.
 - (2) Authorized Overrun Charge (for WQ, IQ and MSQ). If, on any day, Shipper exceeds its applicable WQ or IQ, and has not exceeded its MDDQ or MDCQ, as defined under this Rate Schedule NNS, such quantities shall be subject to an overrun charge equal to the Interruptible Storage Service (ISS) rate as shown on the applicable rate sheet of this Tariff multiplied by the overrun quantity, unless otherwise agreed to in writing by Transporter. If on any day, Shipper exceeds its applicable MSQ as defined under this Rate Schedule NNS, such quantities shall be subject to an overrun charge equal to the Interruptible Storage Service (ISS) rate as shown on the applicable rate sheet of this Tariff multiplied by the daily average overrun quantity during the month, unless otherwise agreed to in writing by Transporter.

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 Second Revised Sheet No. 75 Second Revised Sheet No. 75 : Effective Superseding: Original Sheet No. 75

RATE SCHEDULE NNS - continued

(3) Unauthorized Overrun Charge. In addition to the authorized overrun charge, an unauthorized overrun charge shall be paid by Shipper for exceeding the daily quantity of gas established as the Shipper's MDDQ by rate zone, MDCQ, WQ, IQ or MSQ as contained in the NNS Agreement. Quantities of unauthorized overrun gas in excess of the greater of five percent (5%) or 50 Dth over the stated allowable maximum quantities, following a notice period of forty-eight (48) hours or such shorter period as deemed necessary by Transporter to protect its system integrity, will be subject to the unauthorized overrun charge, equal to the quantity in excess of the tolerance multiplied by the NNS rate for unauthorized overruns set forth on the applicable rate sheet of this Tariff.

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 Sixth Revised Sheet No. 76 Sixth Revised Sheet No. 76 : Effective Superseding: Fifth Revised Sheet No. 76

RATE SCHEDULE NNS - continued

- (4) Notwithstanding the charges provided herein, Transporter has the right to reduce receipts or deliveries in excess of the MDCQ at any time, in its reasonable discretion, as necessary to protect the integrity of its system, including maintenance of service to other shippers.
- (5) During periods when Directional Notices or Critical Time Operational Flow Orders are in effect, any overruns shall be subject to the provisions of Section 29 of the General Terms and Conditions of this Tariff.
- (6) The Unauthorized Overrun Penalties shall be refunded pursuant to Section 35 of the General Terms and Conditions of this Tariff.
- d. SMALL CUSTOMER EXEMPTION.

For a five (5) year period from the date of implementation of Transporter's restructured services, and continuing through the term of the Stipulation and Agreement in Docket No. RP98-117, et. al. (Stipulation and Agreement), and in Transporter's next two base rate proceedings promulgated under Section 4 of the Natural Gas Act (Section 4 general base rate proceeding), an existing small customer whose current contract quantity as of the date of implementation is equal to or less than 5000 Dth per day, will qualify for the Small Customer Exemption. This exemption shall only be available to those small customers who take one hundred percent (100%) NNS, with all their Delivery points on one contract. During the term of the Stipulation and Agreement, such small customers $\bar{\text{will}}$ be billed at the rates stated on the applicable rate sheet of KMIGT's FERC Gas Tariff, Fourth Revised Volume No. 1-A, which are based upon the applicable maximum reservation charges for No-Notice Service (NNS) shippers and the applicable NNS injection and withdrawal rates. Such small customer rates reflect a single reservation rate and injection and withdrawal rates for deliveries in the East Zone.

In Transporter's next two Section 4 general base rate proceedings, the single reservation rate applicable to qualifying small customers will be based on the following formula:

After calculating the applicable No-Notice (NNS) rates for the East/N-Px area and the East S area, Transporter will multiply each such rate by fifty percent (50%), producing one-half the East/N-Px NNS rate (Factor A) and one-half the East S NNS rate (Factor B).

Effective Date: 06/01/2003 Status: Effective FERC Docket: RP00-343-006 Fourth Revised Sheet No. 76A Fourth Revised Sheet No. 76A : Effective Superseding: Second Revised Sheet No. 76A RATE SCHEDULE NNS - continued

Next, the single Central to East Zone SCS reservation rate shall be derived by taking the weighted average of Factors A and B, using the following weighted percentages: 85% of Factor A and 15% of Factor B.

Other than rates charged, SCS Shippers are subject to all NNS terms and conditions, including General Terms and Conditions of this tariff.

If after the course of the next two Section 4 general base rate proceedings filed by Transporter, it chooses to propose changes to the SCS rate schedule, such changes will be proposed to be effective prospectively from the date of a final Commission Order addressing any such changes.

5.3 Shipper shall reimburse Transporter for:

a. ADDITIONAL FACILITY CHARGE. When Transporter in its reasonable discretion, agrees to add new facilities or expand existing facilities, including compression, in order to provide service, Transporter will require:

(Remainder of Sheet Intentionally Left Blank.)

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 77 original Sheet No. 77 : Effective

RATE SCHEDULE NNS - continued

- A contribution-in-aid of construction associated with such facilities, including a gross-up for applicable state and federal income tax expense; and/or
- (2) A reimbursement schedule setting the terms, the rate, and the conditions for reimbursement of the additional facility charge, including an obligation to reimburse Transporter, upon demand, for any unamortized capital charges, under an agreed upon amortization schedule, which may remain if service by Transporter to Shipper under this rate schedule is terminated prior to the end of said amortization period.
- b. FILING FEES. Any and all filing and approval fees required in connection with Shipper's Service Agreement that Transporter is obligated to pay to the FERC or any other governmental authority having jurisdiction shall be reimbursed by Shipper to Transporter. Any filing and approval fees paid by Shipper will not be included in Transporter's cost of service.

Any reimbursement due Transporter by Shipper pursuant to this Section 5.3 shall be due and payable to Transporter within ten (10) days of the date of Transporter's invoice(s) for same.

5.4 In the event of a force majeure occurrence as defined in Section 16 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall not be relieved from its obligation to make payment of amounts that are due or which become due. Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 78 original Sheet No. 78 : Effective

RESERVED FOR FUTURE USE

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 First Revised Sheet No. 79 First Revised Sheet No. 79 : Effective Superseding: Original Sheet No. 79

RATE SCHEDULE NNS - continued

6. GENERAL TERMS AND CONDITIONS

The applicable General Terms and Conditions of this Tariff are hereby made a part of this Rate Schedule. To the extent the General Terms and Conditions are inconsistent with the provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern. Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet Nos. 80-83 : Effective

RESERVED SHEETS

Sheet Nos. 80 through 83 have been reserved for future use.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 84 Second Revised Sheet No. 84 Superseding: First Revised Sheet No. 84

Contract No.

FORM OF NO-NOTICE SERVICE AGREEMENT (APPLICABLE TO RATE SCHEDULE NNS)

This Agreement ("Agreement"), is made and entered into by Kinder Morgan Interstate Gas Transmission LLC, a Colorado corporation ("Transporter") and by the Party(s) named in Article XII ("Shipper").

In consideration of the premises and of the mutual covenants, the parties do agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule NNS, Transporter agrees to receive from, or for the account of, Shipper for No-Notice Service at the Primary Receipt Point, which is the Huntsman Storage Facility, up to the applicable Injection Quantity. Shipper shall not take at the Primary Delivery Point(s) on any day a cumulative quantity of natural gas in excess of the Maximum Daily Contract Quantity as set forth in Article XII.

Transporter agrees to transport and deliver to, or for the account of, Shipper at the Primary Delivery Point(s) the gas required by Shipper up to the Maximum Daily Contract Quantity. Shipper agrees to maintain storage inventory levels in accordance with Rate Schedule NNS, including that required for Fuel Reimbursement and other deductions, and accept or cause acceptance of delivery of these quantities. Transporter shall not be obligated to deliver at any Primary Delivery Point on any day a quantity of natural gas in excess of the applicable Maximum Daily Delivery Quantity. Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Third Revised Sheet No. 85 Third Revised Sheet No. 85 Superseding: Second Revised Sheet No. 85

Contract No.

FORM OF NO-NOTICE SERVICE AGREEMENT - continued

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth below and shall remain in full force and effect in accordance with the terms of this Service Agreement.

ARTICLE III RATE SCHEDULE

Shipper shall pay Transporter for all services rendered and for the availability of such service at rates filed under Transporter's Rate Schedule NNS as shown in Volume No. 1-A of Transporter's Tariff and as the same may be revised or changed. Unless otherwise agreed in writing between Transporter and Shipper, and pursuant to Section 36 of the General Terms and Conditions, the rates to be charged Shipper for No-Notice Service shall not be more than the maximum rate under Rate Schedule NNS, nor less than the minimum rate under Rate Schedule NNS.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's applicable Rate Schedules and of Transporter's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which Rate Schedules and General Terms and Conditions are by this reference made a part hereof. Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Third Revised Sheet No. 86 Third Revised Sheet No. 86 Superseding: Second Revised Sheet No. 86

Contract No.

FORM OF NO-NOTICE SERVICE AGREEMENT - continued

Shipper agrees that 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 service pursuant to Transporter's Rate Schedule NNS, (b) Transporter's Rate Schedule NNS, pursuant to which service is rendered, or (c) any provision of the General Terms and Conditions applicable to Rate Schedule NNS.

ARTICLE IV PRIMARY RECEIPT POINT

Natural gas to be received by Transporter for the account of Shipper shall be received by Transporter on the outlet side of the measuring station(s) at Transporter's Huntsman Storage Facility consistent with the Injection Quantity provisions and provisions for incremental facilities as set forth in Appendix A.

ARTICLE V PRIMARY DELIVERY POINTS

Natural gas to be delivered by Transporter for the account of Shipper shall be delivered by Transporter and received by Shipper on the outlet side of the measuring station(s) at or near the Primary Delivery Point(s) specified in Appendix B, with the Maximum Daily Delivery Quantity, the Point Identification Number ("PIN"), the maximum delivery pressure, the atmospheric pressure, and provisions for incremental facilities indicated for each such Delivery Point as set forth in Appendix B.

ARTICLE VI

INTERPRETATION

The interpretation and performance of the Agreement shall be in accordance with the laws of the State of Colorado.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 87 Second Revised Sheet No. 87 Superseding: First Revised Sheet No. 87

Contract No.

FORM OF NO-NOTICE SERVICE AGREEMENT - continued

This Agreement, and all its rates, terms and conditions, shall at all times be subject to modification by order of the FERC upon notice and hearing and a finding of good cause therefor. In the event that any party to this Agreement requests the FERC to take any action which could cause a modification in the conditions of this agreement, that party shall provide written notice to the other parties at the time of filing the request with the FERC.

ARTICLE VII AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede and cancel any other No-Notice Service Agreements between the parties for the same service.

ARTICLE VIII CERTIFICATIONS

By executing this Agreement, Shipper certifies that: (1) Shipper has a valid right to deliver the gas to be transported by Transporter; and (2) Shipper has a transportation contract(s) or will enter into such as applicable, a transportation contract(s) with the party ultimately receiving the gas, prior to the commencement of service.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 88 Second Revised Sheet No. 88 Superseding: First Revised Sheet No. 88

Contract No. _____

FORM OF NO-NOTICE SERVICE AGREEMENT - continued

ARTICLE IX ADDRESSES

Except as otherwise provided, or as provided in the General Terms and Conditions of Transporter's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties as follows:

(a) Transporter Addresses:

Kinder Morgan Interstate Gas Transmission LLC Attn: Marketing 370 Van Gordon St. Lakewood, CO 80228 E-mail: WRGP@kindermorgan.com Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 89 Second Revised Sheet No. 89 Superseding: First Revised Sheet No. 89

Contract No. _____

FORM OF NO-NOTICE SERVICE AGREEMENT - continued

(b) Shipper: As shown in Article XII

or such other address as either party shall designate by formal written notice.

ARTICLE X SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of any successor(s), substantially as an entirety, to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge

this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except as provided in Section 23 of the General Terms and Conditions, neither Transporter nor Shipper shall assign this Agreement or its rights hereunder.

ARTICLE XI CAPACITY RELEASE AND SEGMENTATION

Shipper may release or segment its capacity under this No-Notice Service Agreement, up to Shipper's Maximum Daily Contract Quantity in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Third Revised Sheet No. 90 Third Revised Sheet No. 90 Superseding: Second Revised Sheet No. 90

Contract No.____

FORM OF NO-NOTICE SERVICE AGREEMENT - continued

ARTICLE XII SPECIFIC INFORMATION

- No-Notice Service Agreement between Kinder Morgan Interstate Gas Transmission LLC ("Transporter") and ("Shipper").
- 2. Contract Date: / /
- 3. This Agreement is: (Check one) _____(Date or Event) and is the original contract. _____(Date or Event) (Amendment No. _____) and amends and restates ______NNS Contract No. ______effective ____(date) _____

4. Term: (Date, Period-of-Time or Event) to (Date, Period-of-Time or Event) _ _

5. Shipper Contact Information (Shipper Name, Address, Phone, E-mail):

6. Maximum Daily Transportation Quantity:

	(Date,	Period-of-Time	or	Event)	Dth per day
				—	
7.	Maximum Stora (Date,	age Quantity: Period-of-Time	or	Event)	_ Dth
				-	
8.	Injection Qua (Date,	antity: Period-of-Time	or	Event) _	Dth per day
9.	Withdrawal Qu (Date,	antity: Period-of-Time	or	Event)	- Dth per day

10. Rates: Reservation Rate: (Pursuant to Section 5.2a of Rate Schedule NNS of Volume No. 1-A of the Tariff). Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to in writing as a discount or negotiated rate pursuant to Section 33 and 36, respectively, of Volume No. 1-B of the Tariff.

Commodity Rate: (Pursuant to Section 5.2b of Rate Schedule NNS of the Tariff). Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to in writing as a negotiated rate pursuant to Section 36 of the General Terms and Conditions of Volume No. 1-B of the Tariff.

Fuel Reimbursement Quantity: (Pursuant to Section 3.1 of Rate Schedule NNS of the Tariff). Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to writing as a negotiated rate pursuant to Section 36 of the General Terms and Conditions of Volume No. 1-B of the tariff.

Additional Facilities Charge: (Pursuant to Section 2.2 of Rate Schedule NNS of the Tariff) None

_____Lump-sum payment of ______ Monthly fee of ______ through __(Date, Period or Time or Event)_____

Effective Date: 10/19/2009 Status: Eff FERC Docket: RP09-1050-000 Second Revised Sheet No. 91 Superseding: First Revised She	Second Revised Sheet N	io. 91				
FORM	OF NO-NOTICE SERVICE	AGREEMENT - continued	Contract			
11. Rollover Provisions (purs (Check	uant to Section 18.7 (of the General Terms and Condi	tions of the Tariff).			
	Applicable licable (Complete the	following):				
primary term	Notice of Rollover Exe Per the Tariff; (ercise: orMonth(s) in advance of	(i) the end of the			
	or (ii) any terminatio	on date after the primary term	has ended.			
12. Right of First Refusal Provisions (pursuant to Section 18 of of the General Terms and Conditions of Volume No. 1-B of this Tariff.)(check one): Not Applicable Applicable (Complete the following):						
	Notice of ROFR Exercis	se:				
primary	Per the Tariff; (orMonth(s) in advance of	(i) the end of the			
	term or (ii) any term	ination date after the primary	term has ended.			
13. Additional Terms Permi Any or all of the foll included in this agreement in the	owing negotiable prov:	isions are permitted under the	Tariff and may be			
# Provision i. Rollover Rights	Vol No. 1B Tariff, Sect. 18.7	Excerpt of Provision Language Transporter and Shipper un	der a firm contract may			
agree		that Shipper shall have th term…pursuant to a negotia provision				
ii. ROFR Rights	18	Transporter and a Shipper	under a firm contract			
may		agreeto extend the term negotiated contractual rig provision				
IN WITNESS WHEREOF, the partie representative.	s have caused this Ag:	reement to be signed by their	duly authorized			
Kinder Morgan Interstate Gas I	ransmission LLC	Shipper				
Ву:		By:				
Title:		Title:				

Effective Date: 02/13/2010 Status: Effective FERC Docket: RP10-371-000 Fourth Revised Sheet No. 92 Fourth Revised Sheet No. 92 Superseding: Third Revised Sheet No. 92

Contract No._____

FORM OF NO-NOTICE SERVICE AGREEMENT - continued

APPENDIX A RECEIPT POINT

To the No-Notice Service Agreement between Kinder Morgan Interstate Gas Transmission LLC ("Transporter") and ("Shipper").

PIN #

994000

Date, Period-of-Time or Event Pin Name Huntsman Storage Facility Maximum Daily Receipt Quantity

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Contract No._____

FORM OF NO-NOTICE SERVICE AGREEMENT - continued

APPENDIX B DELIVERY POINTS

To the No-Notice Service Agreement between Kinder Morgan Interstate Gas Transmission LLC ("Transporter") and ("Shipper").

Date,	Delivery	Pin
Period-of-Time or Event	PIN Name	#

Maximum Daily Delivery Quantity Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 93A Second Revised Sheet No. 93A Superseding: First Revised Sheet No. 93A

Contract No._____

FORM OF NO-NOTICE SERVICE AGREEMENT - continued

APPENDIX C PRIMARY TRANSPORTATION PATH SEGMENTS (Applicable to New, Renewed or Amended Transportation Segments)

The schedule included in this Appendix C reflects the maximum quantity of natural gas, in Dth, and the direction of flow for each segment which Transporter is obligated to transport on a firm basis for the account of Shipper.

This Appendix C supersedes and cancels any previously effective Appendix C to this No-Notice Service Agreement.

Segment #

Upstream Segment # Flow Direction (F)orward Haul or (B)ack Haul

Quantity

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 First Revised Sheet No. 94 First Revised Sheet No. 94 : Effective Superseding: Original Sheet No. 94

RATE SCHEDULE FSS FIRM STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available for Firm Storage Service (FSS) provided by Kinder Morgan Interstate Gas Transmission LLC ("Transporter") for any party ("Shipper"), when:

- Shipper has requested to have gas storage service under this Rate Schedule FSS;
- b. Shipper and Transporter have executed a Firm Storage Service Agreement in the form contained in this Rate Schedule; and
- c. Transporter has determined that it will have available sufficient uncommitted capacity to provide the Firm Storage Service requested by Shipper.
- d. Service will be contracted for on a first-come, first-served basis.
- 2. APPLICABILITY AND CHARACTER OF SERVICE
 - 2.1 Nominated Firm Storage Service will be available through the use of Transporter's storage facility.
 - a. This rate schedule shall apply to the firm storage of natural gas on Transporter's system, except as provided in Section 16 of the General Terms and Conditions of this Tariff. Transporter shall receive at the inlet side of Transporter's storage facility, as specified in an executed FSS Agreement between Shipper and Transporter, daily quantities of gas tendered for the account of Shipper up to Shipper's Injection Quantity (IQ), as specified in the

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 First Revised Sheet No. 95 First Revised Sheet No. 95 : Effective Superseding: Original Sheet No. 95

RATE SCHEDULE FSS - continued

Service Agreement. Transporter shall not be obligated to, but may at its option, on any day receive at the inlet side of Transporter's storage facility, a quantity of gas in excess of the applicable Injection Quantity (IQ).

- b. Upon receipt of natural gas for Shipper's account, Transporter shall, after a reduction for the Fuel Reimbursement Quantity, and any other deductions, store the gas for the account of Shipper up to Shipper's Maximum Storage Quantity (MSQ). Transporter shall deliver at the outlet side of Transporter's storage facility, for the account of Shipper, a quantity of stored gas up to Shipper's Withdrawal Quantity (WQ). Transporter shall not be obligated to, but may at its option, on any day deliver at the outlet side of Transporter's storage facility, a quantity of gas in excess of the WQ.
- c. Transporter shall have the ability to waive the specific provisions of Rate Schedule FSS provided such waiver is nondiscriminatory and does not adversely affect service to other shippers.
- 2.2 ADDITIONAL FACILITIES. In no event shall Transporter be obligated to provide Firm Storage Service for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities. However, Transporter may expand the system on a nondiscriminatory basis whenever such is deemed, in Transporter's reasonable judgment, to be economically, operationally, and technically feasible, subject to the following conditions:

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 Second Revised Sheet No. 96 Second Revised Sheet No. 96 : Effective Superseding: First Revised Sheet No. 96

RATE SCHEDULE FSS - continued

- Transporter has received an executed revised service agreement from existing and prospective Shipper(s) requesting such additional facilities or expansion of capacity;
- b. Transporter does not have physical facilities or adequate capacity in the system to accommodate requests for capacity of existing and prospective Shippers accepted by Transporter pursuant to Section 4.1 hereof;
- c. Transporter and Shipper enter into a facilities agreement which is subject to the provisions of Section 5.3a of this Rate Schedule FSS;
- d. The nature, extent and timing of facilities required shall be at the reasonable discretion of Transporter; and
- e. Transporter receives acceptable assurance of financial reliability from any Shipper requesting additional capacity.
- 2.3 Firm Storage Service is only available for injection into and withdrawal from Shipper's FSS account on a nominated basis. Use of FSS requires nominated attendant transportation service to transport gas to and from Shipper's FSS account. For attendant transportation agreements, the full transportation commodity charge will only be assessed on withdrawals, not injections.
- 2.4 Storage inventories may be traded between FSS, ISS, NNS, CMC-1 or CMC-2 contracts subject to the provisions of Section 3.2 and the MSQ provisions of Section 5.2 of this Rate Schedule FSS. Parties must notify Transporter in writing of their desire to trade, the quantity to be traded and the effective date of any trade. Such trades may be executed on a prospective basis only unless otherwise agreed on a non-discriminatory basis.
- 2.5 Upon expiration of the FSS agreement, any gas remaining in storage will be treated and billed as if it were an ISS agreement. Any gas remaining in inventory sixty (60) days after expiration of the FSS agreement will be confiscated by Transporter. The realized value of any gas confiscated by Transporter pursuant to this Section shall be creditied back to Shippers under the provisions of Section 35 of the General Terms and Conditions of this Tariff.

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 First Revised Sheet No. 97 First Revised Sheet No. 97 : Effective Superseding: Original Sheet No. 97

RATE SCHEDULE FSS - continued

3. SERVICE DEFINITIONS

- 3.1 FUEL REIMBURSEMENT QUANTITY.
 - a. The Fuel Reimbursement Quantity shall be that portion of Shipper's natural gas received by Transporter for storage which shall be retained by Transporter as compensation for the gas used in rendering service to Shipper, including Company-used gas, and lost and unaccounted for gas. This gas shall be retained by Transporter reducing the thermally equivalent volumes available for withdrawal by Shipper. The Fuel Reimbursement Quantity shall be stated as a percentage of the natural gas injected by Transporter at the inlet side of Transporter's storage facility.
 - b. Title to Fuel Reimbursement Quantity shall vest in Transporter upon receipt at the inlet side of Transporter's storage facility at no cost and free and clear of all adverse claims.
 - c. The Fuel Reimbursement Quantity will be determined pursuant to Section 15 of the General Terms and Conditions of the FERC Gas Tariff.
- 3.2 MAXIMUM STORAGE QUANTITY. The Maximum Storage Quantity (MSQ) shall be the maximum quantity of natural gas in Dth which Transporter agrees to store for the account of Shipper. Such MSQ shall be specified in Dth in the executed Service Agreement.
 - a. Any quantities of stored gas in excess of the MSQ shall be subject to the provisions of Sections 5.2e and 5.2f of this Rate Schedule FSS.
 - b. Negative storage inventories will not be allowed. If a Shipper's inventory level is negative (less than zero), Transporter shall deem such negative quantities as loaned quantities under Rate Schedule S-PALS and applicable charges shall result.

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RATE SCHEDULE FSS - continued

- 3.3 INJECTION QUANTITY (at the inlet of Transporter's Huntsman Storage Facility). The Injection Quantity (IQ) means the maximum quantity of natural gas which Transporter agrees to receive from Shipper at the inlet side of Transporter's Huntsman Storage Facility for injection into storage as specified in the executed Service Agreement.
 - a. The IQ equals 1/90 of the Shipper's MSQ.
 - b. Any injection quantity in excess of the Shipper's IQ will incur overrun charges as defined in Section 5.2e or 5.2f of this Rate Schedule FSS.
- 3.4 WITHDRAWAL QUANTITY (at the outlet side of Transporter's Huntsman Storage Facility). The Withdrawal Quantity (WQ) means the maximum quantity of natural gas which Transporter agrees to withdraw from its Huntsman Storage Facility on any day, as specified in the executed Service Agreement.
 - a. The WQ equals 1/45 of the Shipper's MSQ.
 - b. In order for a Shipper's full WQ to be available, an inventory greater than forty percent (40%) of Shipper's MSQ is required. Any withdrawal quantity in excess of the Shipper's WQ will incur overrun charges as defined in Section 5.2e or 5.2f of this Rate Schedule FSS.
 - c. If a Shipper's inventory is equal to or less than forty percent (40%) and greater than twenty percent (20%) of its MSQ, its WQ will be reduced by twenty-five percent (25%) and any withdrawal quantity in excess of the reduced WQ will incur overrun charges as defined in Section 5.2e or 5.2f of this Rate Schedule FSS.
 - d. If a Shipper's inventory is equal to or less than twenty percent (20%) of its MSQ and greater than zero, its WQ will be reduced by fifty percent (50%) and any withdrawal quantity in excess of the reduced WQ will incur overrun charges as defined in Section 5.2e or 5.2f of this Rate Schedule FSS.
 - e. If a Shipper's inventory is zero, its WQ will be reduced by 100% and any withdrawal quantity in excess of the reduced WQ will incur overrun charges as defined in Section 5.2e or 5.2f of this Rate Schedule FSS.

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RATE SCHEDULE FSS - continued

3.5 Notwithstanding the above, IQ or WQ overrun quantities resulting from monthly transportation imbalance trades shall not be subject to IQ or WQ authorized overrun charges.

3.6 NOMINATIONS.

Nominations under the FSS Rate Schedule will interrupt ISS if necessary in order to secure sufficient capacity to meet the firm service requirements or due to intra-day nominations applicable to Section 3 of the General Terms and Conditions of this Tariff. However, Transporter will make reasonable efforts to notify ISS shippers before interruption.

(Remainder of this sheet intentionally left blank.)

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 Third Revised Sheet No. 100 Third Revised Sheet No. 100 : Effective Superseding: Second Revised Sheet No. 100

RATE SCHEDULE FSS - continued

- 4. REQUIREMENTS FOR VALID REQUEST FOR FIRM STORAGE SERVICE
 - 4.1 FIRM STORAGE SERVICE REQUEST FORM

All Shippers requesting Firm Storage Service must submit a completed Service Request Form as set forth in Volume 1-A of this Tariff. No gas will be scheduled for injection or withdrawal until all information, including a completed Service Request Form and a Firm Storage Service Agreement which has been fully executed by both parties, have been received by Transporter.

All completed Request Forms are to be submitted on Transporter's Interactive Web Site or sent to:

Kinder Morgan Interstate Gas Transmission LLC P.O. Box 281304 Lakewood, CO 80228-8304 Attn: KMIGT Business Management & Development

Telephone: (303)989-1740 Facsimile: (303)763-3515

- 4.2 A request for service must include the following:
 - a. PREPAYMENT. A payment to Transporter of an amount equal to the sum of the Deliverability and Capacity Reservation Charges applicable to the proposed service for a one month period, or ten thousand dollars (\$10,000), whichever is less, which amount shall be credited to Shipper's initial invoice for this service or refunded to Shipper.
 - b. CREDIT INFORMATION.
 - A copy of Shipper's most recent audited financial statements, or at Transporter's option, a bank reference satisfactory to Transporter;

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RATE SCHEDULE FSS - continued

- (2) A copy of Shipper's most recent Annual Report and SEC Form 10-K, if applicable; and
- (3) A completed Credit Application Form; the form of which is contained in this tariff.
- 4.3 SERVICE AGREEMENT. A Firm Storage Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance of Shipper's request for service.

5. RATES

- 5.1 RATES. The applicable rates for Firm Storage Service are set forth in Volume 1-A of this FERC Gas Tariff, as revised from time to time. Unless otherwise agreed in writing between Transporter and Shipper under Section 36 of the General Terms and Conditions of this Tariff, the applicable rate shall not be in excess of the maximum rate nor less than the minimum rate.
- 5.2 MONTHLY BILL. Commencing for the month in which the FSS Agreement is effective and each month thereafter, Transporter shall charge and Shipper shall pay Transporter the sum of the following amounts:
 - a. DELIVERABILITY RESERVATION CHARGE. The Deliverability Reservation Charge shall be the product of:

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RATE SCHEDULE FSS - continued

- the Maximum Deliverability Reservation rate, unless otherwise agreed to in writing; and
- (2) the Withdrawal Quantity (WQ) specified in Shipper's FSS Agreement.
- b. CAPACITY RESERVATION CHARGE. The Capacity Reservation Charge shall be the product of:
 - The Maximum Capacity Reservation Rate, unless otherwise agreed to in writing; and
 - (2) The Maximum Storage Quantity (MSQ) specified in Shipper's FSS Agreement.
- c. COMMODITY INJECTION CHARGE. The applicable commodity injection charge multiplied by the volume in Dth of gas injected by Transporter during the month.
- d. COMMODITY WITHDRAWAL CHARGE. The applicable commodity withdrawal charge multiplied by the volume in Dth of gas withdrawn by Transporter during the month.
- e. AUTHORIZED OVERRUN CHARGE (for WQ, IQ and MSQ). If, on any day, Shipper exceeds its applicable WQ or IQ, as defined under this Rate Schedule FSS, such quantities shall be subject to an overrun charge equal to the Interruptible Storage Service (ISS) rate as shown on the applicable rate sheet of this Tariff multiplied by the overrun quantity, unless otherwise agreed to in writing by Transporter. If on any day, Shipper exceeds its applicable MSQ as defined under this Rate Schedule FSS, such quantities shall be subject to an overrun charge equal to the Interruptible Storage Service (ISS) rate as shown on the applicable rate sheet of this Tariff, multiplied by the overrun quantity during the month, unless otherwise agreed to by Transporter.

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 Original Sheet No. 102A original Sheet No. 102A : Effective

RATE SCHEDULE FSS - continued

- f. UNAUTHORIZED OVERRUN CHARGE. In addition to the authorized overrun charge, an unauthorized overrun charge shall be paid by Shipper for exceeding the daily quantity of gas established as the Shipper's WQ, IQ or MSQ as contained in the Shipper's FSS Agreement. Quantities of unauthorized overrun gas in excess of the greater of five percent (5%) or 50 Dth over the stated allowable maximum quantities, following a notice period of forty-eight (48) hours or such shorter period as deemed necessary by Transporter to protect its system integrity, will be subject to the unauthorized overrun charge, equal to the quantity in excess of the tolerance multiplied by the FSS rate for unauthorized overruns set forth on the applicable rate sheet of this Tariff.
- g. Notwithstanding the charges provided herein, Transporter has the right to reduce receipts or deliveries in excess of the Shipper's maximum quantities as stated in its Firm Storage Service Agreement at any time, in its reasonable discretion, as necessary to protect the integrity of its system, including maintenance of service to other shippers.
- h. During periods when Directional Notices or Critical Time Operational Flow Orders are in effect, any overruns shall be subject to the provisions of Section 29 of the General Terms and Conditions of this Tariff.
- i. The Unauthorized Overrun Penalties shall be refunded pursuant to Section 35 of the General Terms and Conditions of this Tariff.

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 First Revised Sheet No. 103 First Revised Sheet No. 103 : Effective Superseding: Original Sheet No. 103

RATE SCHEDULE FSS - continued

- 5.3 Shipper shall reimburse Transporter for:
 - a. ADDITIONAL FACILITY CHARGE. When Transporter in its reasonable discretion agrees to add new facilities or expand existing facilities, including compression, in order to provide storage service, Transporter will require:
 - A contribution-in-aid of construction associated with such facilities, including a gross-up for applicable state and federal income tax expense; and/or
 - (2) A reimbursement schedule setting the terms, the rate and the conditions for reimbursement of the additional facility charge, including an obligation to reimburse Transporter, upon demand, for any unamortized capital charges, under an agreed upon amortization schedule, which may remain if service by Transporter to Shipper under this rate schedule is terminated prior to the end of said amortization period.
 - b. FILING FEES. Any and all filing and approval fees required in connection with Shipper's Service Agreement that Transporter is obligated to pay to the FERC or any other governmental authority having jurisdiction shall be reimbursed by Shipper to Transporter. Any filing and approval fees paid by Shippers will not be included in Transporter's cost of service.

Any reimbursement due Transporter by Shipper pursuant to this Section 5.3 shall be due and payable to Transporter within ten (10) days of the date of Transporter's invoice(s) for same. Effective Date: 06/17/2001 Status: Effective FERC Docket: RP01-422-000 Sheet Nos. 104 - 106B : Effective

SHEETS 104 - 106B ARE RESERVED FOR FUTURE USE

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 105 original Sheet No. 105 : Effective

RESERVED FOR FUTURE USE

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 106 original Sheet No. 106 : Effective

RESERVED FOR FUTURE USE

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 106A original Sheet No. 106A : Effective

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 106B original Sheet No. 106B : Effective

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 107 original Sheet No. 107 : Effective

RATE SCHEDULE FSS - continued

6. GENERAL TERMS AND CONDITIONS

The applicable General Terms and Conditions of this Tariff are hereby made a part of this Rate Schedule. To the extent the General Terms and Conditions are inconsistent with the provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern.

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Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet Nos. 108-110 Original Sheet Nos. 108-110 : Effective

RESERVED SHEETS

Sheet Nos. 108 through 110 have been reserved.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 111 Second Revised Sheet No. 111 Superseding: First Revised Sheet No. 111

Contract No.

FORM OF FIRM STORAGE SERVICE AGREEMENT (APPLICABLE TO RATE SCHEDULE FSS)

This Agreement ("Agreement"), is made and entered into by Kinder Morgan Interstate Gas Transmission LLC, a Colorado corporation ("Transporter") and by the Party(s) named in Article XIII ("Shipper").

In consideration of the premises and of the mutual covenants, the parties do agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule FSS, Transporter agrees to inject for the account of Shipper for storage on a firm basis, quantities of natural gas tendered, less the Fuel Reimbursement Quantity and other deductions, by Shipper on any day at the inlet side of Transporter's storage facilities up to the applicable Injection Quantity. Shipper's storage inventory shall not exceed on any day, without the prior consent of Transporter, the Maximum Storage Quantity set forth in Article XIII.

Transporter agrees to withdraw from storage for the account of Shipper at the outlet side of Transporter's storage facilities; provided, however, that Transporter shall not be obligated to withdraw on any day a quantity of natural gas in excess of the applicable Withdrawal Quantity.

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth below and shall continue in effect in accordance with the terms of this Service Agreement.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Third Revised Sheet No. 112 Third Revised Sheet No. 112 Superseding: Second Revised Sheet No. 112

Contract No.

FORM OF FIRM STORAGE SERVICE AGREEMENT - continued

ARTICLE III RATE SCHEDULE

Shipper shall pay Transporter for all services rendered and for the availability of such service at rates filed under Transporter's Rate Schedule FSS and as shown in Volume No. 1-A of Transporter's Tariff and as the same may be revised or changed. Unless otherwise agreed in writing between Transporter and Shipper, and pursuant to Section 36 of the General Terms and Conditions, the rates to be charged Shipper shall not be more than the maximum rate under Rate Schedule FSS.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's applicable Rate Schedules FSS, and of Transporter's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

Shipper agrees that 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 service pursuant to Transporter's Rate Schedule FSS, (b) Transporter's Rate Schedule FSS, pursuant to which service is rendered, or (c) any provision of the General Terms and Conditions applicable to Rate Schedule FSS.

ARTICLE IV INJECTION

Natural gas to be injected by Transporter for the account of Shipper shall be delivered by Shipper and received by Transporter on the inlet side of Transporter's storage facility. The Injection Quantity shall be determined pursuant to Transporter's Tariff based on the Maximum Storage Quantity, the Fuel Reimbursement Quantity and other deductions. Any provisions for incremental facilities are set forth in the Service Agreement. Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 113 Second Revised Sheet No. 113 Superseding: First Revised Sheet No. 113

Contract No.

FORM OF FIRM STORAGE SERVICE AGREEMENT - continued

ARTICLE V WITHDRAWAL

Natural gas to be withdrawn by Transporter for the account of Shipper shall be delivered by Transporter and received by Shipper at the outlet side of Transporter's storage facility. The Withdrawal Quantity and provisions for incremental facilities are set forth in Appendix A.

ARTICLE VI QUALITY

All natural gas tendered to Transporter for storage for the account of Shipper shall conform to the quality specifications set forth in the General Terms and Conditions of Transporter's FERC Gas Tariff, as revised from time to time. Transporter may refuse to store any gas which does not meet such quality provisions.

ARTICLE VII INTERPRETATION

The interpretation and performance of the Agreement shall be in accordance with the laws of the State of Colorado.

This Agreement, and all its rates, terms and conditions, shall at all times be subject to modification by order of the FERC upon notice and hearing and a finding of good cause therefore. In the event that any party to this Agreement requests the FERC to take any action which could cause a modification in the conditions of this Agreement, that party shall provide written notice to the other parties at the time of filing the request with the FERC. Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 114 First Revised Sheet No. 114 Superseding: Original Sheet No. 114

Contract No.____

FORM OF FIRM STORAGE SERVICE AGREEMENT - continued

ARTICLE VIII AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede and cancel any other firm agreements between the parties for the service.

ARTICLE IX CERTIFICATIONS

By executing this Agreement, Shipper certifies that: (1) Shipper has a valid right to deliver the gas to be stored by Transporter; and (2) Shipper has a transportation contract(s) or will enter into such sales and, as applicable, a transportation contract(s) with the party ultimately receiving the gas from storage, prior to the commencement of service. Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 115 Second Revised Sheet No. 115 Superseding: First Revised Sheet No. 115

Contract No.____

FORM OF FIRM STORAGE SERVICE AGREEMENT - continued

ARTICLE X ADDRESSES

Except as otherwise provided or as provided in the General Terms and Conditions of Transporter's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties as follows:

(a) Transporter Addresses:

Kinder Morgan Interstate Gas Transmission LLC Attn: Marketing 370 Van Gordon St. Lakewood, CO 80228 E-mail: WRGP@kindermorgan.com Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 116 First Revised Sheet No. 116 Superseding: Original Sheet No. 116

Contract No.

FORM OF FIRM STORAGE SERVICE AGREEMENT - continued

(b) Shipper: As shown in Article XIII

or such other address as either party shall designate by formal written notice.

ARTICLE XI SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of any successor(s), substantially as an entirety, to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except as provided in Section 23 of the General Terms and Conditions, neither Transporter nor Shipper shall assign this Agreement or its rights hereunder.

ARTICLE XII CAPACITY RELEASE

Shipper may release its capacity under this Firm Storage Service Agreement, up to Shipper's Maximum Storage Quantity in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff.

Effective Date: 02/13/2010 Status: Effective FERC Docket: RP10-371-000 Fourth Revised Sheet No. 117 Fourth Revised Sheet No. 117 Superseding: Third Revised Sheet No. 117					
	Contract No				
	FORM OF FIRM STORAGE SERVICE AGREEMENT - continued ARTICLE XIII SPECIFIC INFORMATION				
1.	Firm Storage Service Agreement between Kinder Morgan Interstate Gas Transmission LLC ("Transporter") and ("Shipper").				
2.	Contract Date: / /				
3.	This Agreement is: (Check one) ffective(Date or Event) and is the original contract. effective (Date or Event) (Amendment No)and amends and restates FSS Contract Noeffective(date)				
4.	Term: (Date, Period-of-Time or Event) to (Date, Period-of-Time or Event)				
5.	Shipper Contact Information (Shipper Name, Address, Phone, E-mail):				
6.	Maximum Storage Quantity:				
	(Date, Period-of-Time or Event) Dth				
7.	Injection Quantity:				
	(Date, Period-of-Time or Event) Dth per day				
8.	Withdrawal Quantity:				
	(Date, Period-of-Time or Event) Dth per day				
9.	Rates: Reservation Rate: (Pursuant to Section 5.2a and 5.2b of Rate Schedule FSS of Volume No. 1-A of the Tariff). Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to in writing as a discount or negotiated rate pursuant to Section 33 and 36, respectively, of Volume No. 1-B of the Tariff.				
	Commodity Injection and Withdrawal Charge: (Pursuant to Section 5.2c and 5.2d of Rate Schedule FSS of the Tariff). Maximum applicable rate per Tariff, as revised from time-to- time, unless otherwise agreed to in writing as a negotiated rate pursuant to Section 36 of the General Terms and Conditions of Volume No. 1-B of the Tariff.				
	Fuel Reimbursement Quantity: (Pursuant to Section 3.1 of Rate Schedule FSS of the Tariff). Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to writing as a negotiated rate pursuant to Section 36 of the General Terms and Conditions of Volume No. 1-B of the tariff.				

Additional Facilities Charge: (Pursuant to Section 2.2 of Rate Schedule FSS of the Tariff) ____None ____Lump-sum payment of ______ ____Monthly fee of ______ through __(Date, Period or Time or Event)_____

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 118 Second Revised Sheet No. 118 Superseding: First Revised Sheet No. 118

Contract No.

FORM OF FIRM STORAGE SERVICE AGREEMENT - continued

10. Rollover Provisions (pursuant to Section 18.7 of the General Terms and Conditions of the Tariff). (Check one):

> Not Applicable Applicable (Complete the following): Notice of Rollover Exercise: Per the Tariff; or _____ Month(s) in advance

Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

11. Right of First Refusal Provisions (pursuant to Section 18 of of the General Terms and Conditions of Volume No. 1-B of the Tariff.)(check one):

_____Not Applicable
_____Applicable (Complete the following):

Notice of ROFR Exercise: _____Per the Tariff; or _____Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. Additional Terms Permitted by Tariff: Any or all of the following negotiable provisions are permitted under the Tariff and may be included in this agreement in the space below:

#	Provision	Vol No. 1B Tariff, Sect.	Excerpt of Provision Language
i.	Rollover Rights	18.7	Transporter and Shipper under a firm contract may agree that Shipper shall have the right to extend the termpursuant to a negotiated contractual rollover provision
ii.	ROFR Rights	18	Transporter and a Shipper under a firm contract may agreeto extend the termcontract pursuant to a negotiated contractual right of first refusal provision

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representative.

Kinder	Morgan	Interstate	Gas	Transmission	LLC	Shipper
Ву:						By:
Title:						Title:

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 First Revised Sheet No. 119 First Revised Sheet No. 119 : Effective Superseding: Original Sheet No. 119

(This Sheet Reserved for Future Use.)

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 First Revised Sheet No. 120 First Revised Sheet No. 120 : Effective Superseding: Original Sheet No. 120

RATE SCHEDULE ISS INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available for Interruptible Storage Service provided by Kinder Morgan Interstate Gas Transmission LLC ("Transporter") for any party ("Shipper"), when:

- a. Shipper has elected to have gas stored under this Rate Schedule ISS; and
- b. Shipper and Transporter have executed an Interruptible Storage Service Agreement in the form contained in this Rate Schedule.
- c. Service will be contracted for on a first-come, first-served basis.
- 2. APPLICABILITY AND CHARACTER OF SERVICE
 - 2.1 This rate schedule shall apply to Interruptible Storage Service on Transporter's system, except as provided in Section 16 of the General Terms and Conditions of this Tariff. Such interruptible service shall be provided to Shipper only to the extent capacity is available after operational needs and after Transporter has provided service to shippers with a higher priority.
 - 2.2 ADDITIONAL FACILITIES. In no event shall Transporter be obligated to provide any storage service for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities. However, Transporter may add facilities and/or expand the system on a non-discriminatory basis whenever such is deemed, in Transporter's reasonable judgment, to be economically, operationally, and technically feasible, subject to the following conditions:

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RATE SCHEDULE ISS - continued

- Transporter has received an executed revised Service Agreement from existing and prospective Shipper(s) requesting such additional facilities;
- b. Transporter does not have physical facilities to accommodate requests for service of existing and prospective Shippers accepted by Transporter pursuant to Section 4.1 hereof;
- c. Transporter and Shipper enter into a facilities agreement which is subject to the provisions of Section 5.3a of this Rate Schedule ISS;
- d. The nature, extent and timing of facilities required shall be at the reasonable discretion of Transporter; and
- e. Transporter receives acceptable assurance of financial reliability from any Shipper requesting additional capacity.
- 2.3 Interruptible Storage Service (ISS) is only available for injection into and withdrawal from Shipper's ISS account on an interruptible basis. Use of ISS requires attendant nominated transportation service to transport gas to and from Shipper's ISS account. For attendant transportation agreements, the full transportation commodity charge will only be assessed on withdrawals, not injections. Injections and withdrawals for ISS will be allowed to the extent capacity is available.
- 2.4 Storage inventories may be traded between FSS, ISS, NNS, CMC-1 or CMC-2 contracts subject to the provisions of this Rate Schedule ISS. Parties must notify Transporter in writing of their desire to trade, the quantity to be traded and the effective date of any trade. Such trades may be executed on a prospective basis only unless otherwise agreed on a non-discriminatory basis.
- 2.5 Any gas remaining in inventory sixty (60) days after expiration of the ISS Agreement will be confiscated by Transporter. The realized value of any gas confiscated by Transporter pursuant to this Section shall be credited back to Shippers under the provisions of Section 35 of the General Terms and Conditions of this Tariff.

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 First Revised Sheet No. 122 First Revised Sheet No. 122 : Effective Superseding: Original Sheet No. 122

RATE SCHEDULE ISS - continued

- 2.6 Transporter shall have the ability to waive the specific provisions of Rate Schedule ISS provided such waiver is nondiscriminatory and does not adversely affect service to other Shippers.
- 3. SERVICE DEFINITIONS
 - 3.1 FUEL REIMBURSEMENT QUANTITY.
 - a. The Fuel Reimbursement Quantity shall be that portion of Shipper's natural gas received by Transporter for storage which shall be retained by Transporter as compensation for the gas used in rendering service to Shipper, including Company-used gas, and lost and unaccounted for gas. This gas shall be retained by Transporter reducing the thermally equivalent volumes available for withdrawal by Shipper. The Fuel Reimbursement Quantity shall be stated as a percentage of the natural gas injected by Transporter at the inlet side of Transporter's storage facility.
 - b. Title to Fuel Reimbursement Quantity shall vest in Transporter upon receipt at the inlet side of Transporter's storage facility at no cost and free and clear of all adverse claims.
 - c. The Fuel Reimbursement Quantity will be determined pursuant to Section 15 of the General Terms and Conditions of the FERC Gas Tariff.
 - 3.2 MAXIMUM STORAGE QUANTITY.
 - a. The Maximum Storage Quantity (MSQ) shall be the maximum quantity of natural gas in Dth which Transporter agrees to store on any day for the account of Shipper should capacity be available. Such volumes shall be specified in the executed Service Agreement.
 - b. Negative storage inventories will not be allowed. If a Shipper's storage inventory level is negative (less than zero), Transporter shall deem such negative quantities to be loaned quantities under Rate Schedule S-PALS and applicable charges shall result.

Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 Fourth Revised Sheet No. 123 Fourth Revised Sheet No. 123 : Effective Superseding: Third Revised Sheet No. 123 RATE SCHEDULE ISS - continued

- 4. REQUIREMENTS FOR VALID REQUEST FOR INTERRUPTIBLE STORAGE SERVICE
 - 4.1 INTERRUPTIBLE STORAGE SERVICE REQUEST FORM

All Shippers requesting Interruptible Storage Service must submit a completed Service Request Form as set forth in Volume 1-A of this Tariff. No gas will be scheduled for injection or withdrawal until all information, including a completed Service Request Form and an Interruptible Storage Service Agreement which has been fully executed by both parties, have been received by Transporter.

All completed Request Forms are to be submitted on Transporter's Interactive Web Site or sent to:

Kinder Morgan Interstate Gas Transmission LLC P.O. Box 281304 Lakewood, CO 80228-8304 Attention: KMIGT Business Management & Development

Telephone: (303)989-1740 Facsimile: (303)763-3515 Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 Second Revised Sheet No. 124 Second Revised Sheet No. 124 : Effective Superseding: Original Sheet No. 124

RATE SCHEDULE ISS - continued

- 4.2 A request for service must include the following:
 - a. CREDIT INFORMATION.
 - A copy of Shipper's most recent audited financial statements or, at Transporter's option, a bank reference satisfactory to Transporter;
 - (2) A copy of Shipper's most recent Annual Report and SEC Form 10-K, if applicable; and
 - (3) A completed Credit Application Form, the form of which is contained in this tariff.
- 4.3 SERVICE AGREEMENT. An Interruptible Storage Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance of Shipper's request for service.

5. RATES.

5.1 RATES. The applicable maximum and minimum rates for Interruptible Storage Service are set forth in Volume 1-A of this FERC Gas Tariff, as revised from time to time. Unless otherwise agreed in writing between Transporter and Shipper under Section 36 of the General Terms and Conditions, the applicable rate shall not be in excess of the maximum rate nor less than the minimum rate. Effective Date: 08/01/2004 Status: Effective FERC Docket: RP04-336-000 Second Revised Sheet No. 125 Second Revised Sheet No. 125 : Effective Superseding: First Revised Sheet No. 125

RATE SCHEDULE ISS - continued

5.2 MONTHLY BILL. Commencing for the month in which the ISS Agreement is effective and each month thereafter, Transporter shall charge and Shipper shall pay Transporter a commodity charge derived from multiplying the applicable ISS rate by Shipper's daily average storage inventory in Dth during the month.

- 5.3 Shipper shall reimburse Transporter for:
 - a. ADDITIONAL FACILITY CHARGE. When Transporter in its reasonable discretion agrees to add new facilities or expand existing facilities, including compression, in order to provide Interruptible Storage Service, Transporter will require:
 - A contribution-in-aid of construction associated with such facilities, including a gross-up for applicable state and federal income tax expense; and/or
 - (2) A reimbursement schedule setting the terms, the rate, and the conditions for reimbursement of the additional facility charge, including an obligation to reimburse Transporter, upon demand, for any unamortized capital charges, under an agreed upon amortization schedule, which may remain if service by Transporter to Shipper under this rate schedule is terminated prior to the end of said amortization period.
 - b. FILING FEES. Any and all filings and approval fees required in connection with Shipper's Service Agreement that Transporter is obligated to pay to the FERC or any other governmental authority having jurisdiction shall be reimbursed by Shipper to Transporter. Any filing and approval fees paid by Shippers will not be included in Transporter's cost of service.
 - c. Any reimbursement due Transporter by Shipper pursuant to this Section 5.3 shall be due and payable to Transporter within ten (10) days of the date of Transporter's invoice(s) for same.

Effective Date: 06/17/2001 Status: Effective FERC Docket: RP01-422-000 Sheet Nos. 126 - 130 : Effective

SHEETS 126 - 130 ARE RESERVED FOR FUTURE USE

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 127 original Sheet No. 127 : Superseded

SHEETS 127 THROUGH 130 ARE RESERVED FOR FUTURE USE

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 128 Original Sheet No. 128 : Superseded

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 129 original Sheet No. 129 : Superseded

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 129A Original Sheet No. 129A : Superseded

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 130 original Sheet No. 130 : Superseded

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 130A original Sheet No. 130A : Effective

6. GENERAL TERMS AND CONDITIONS

The applicable General Terms and Conditions of this Tariff are hereby made a part of this Rate Schedule. To the extent that the General Terms and Conditions are inconsistent with the provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern.

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Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet Nos. 131-133 Original Sheet Nos. 131-133 : Effective

RESERVED SHEETS

Sheet Nos. 131 through 133 have been reserved.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 134 Second Revised Sheet No. 134 Superseding: First Revised Sheet No. 134

Contract No.____

FORM OF INTERRUPTIBLE STORAGE SERVICE AGREEMENT (APPLICABLE TO RATE SCHEDULE ISS)

This Agreement ("Agreement"), is made and entered into by Kinder Morgan Interstate Gas Transmission LLC, a Colorado corporation ("Transporter") and by Shipper named in Article XII ("Shipper").

In consideration of the premises and of the mutual covenants, the parties do agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule ISS, Transporter agrees to inject for the account of Shipper for storage on an interruptible basis, quantities of natural gas tendered by Shipper on any day at the inlet side of Transporter's storage facility. Shipper's storage inventory shall not exceed the Maximum Storage Quantity on any day, without the prior consent of Transporter, as set forth in Article XII. Subject to available withdrawal capability, Transporter agrees to withdraw gas from storage for the account of Shipper at the outlet side of Transporter's storage facility.

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth below and shall remain in full force and effect in accordance with the terms of this Service Agreement.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Fourth Revised Sheet No. 135 Fourth Revised Sheet No. 135 Superseding: Third Revised Sheet No. 135

Contract No.

FORM OF INTERRUPTIBLE STORAGE SERVICE AGREEMENT - continued

ARTICLE III RATE SCHEDULE

Shipper shall pay Transporter for all services rendered and for the availability of such service at rates filed under Transporter's Rate Schedule ISS and as shown in Volume 1-A of Transporter's Tariff and as the same may be hereafter revised or changed. Unless otherwise agreed in writing between Transporter and Shipper, and pursuant to Section 36 of the General Terms and Conditions, the rate to be charged Shipper for storage shall not be more than the maximum rate under Rate Schedule ISS, nor less than the minimum rate under Rate Schedule ISS.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's applicable Rate Schedule ISS and of Transporter's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

Shipper agrees that 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 service pursuant to Transporter's Rate Schedule ISS, (b) Transporter's Rate Schedule ISS, pursuant to which service is rendered, or (c) any provision of the General Terms and Conditions applicable to Rate Schedule ISS.

ARTICLE IV INJECTION

Natural gas to be injected by Transporter for the account of Shipper shall be delivered by Shipper and received by Transporter on the inlet side of Transporter's storage facility.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 136 Second Revised Sheet No. 136 Superseding: First Revised Sheet No. 136

Contract No.____

FORM OF INTERRUPTIBLE STORAGE SERVICE AGREEMENT - continued

ARTICLE V WITHDRAWAL

Natural gas to be withdrawn by Transporter for the account of Shipper shall be delivered by Transporter and received by Shipper at the outlet side of Transporter's storage facility.

ARTICLE VI QUALITY

All natural gas tendered to Transporter for storage for the account of Shipper shall conform to the quality specifications set forth in the General Terms and Conditions of Transporter's FERC Gas Tariff, as revised from time to time. Transporter may refuse to store any gas which does not meet such quality provisions. Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 137 Second Revised Sheet No. 137 Superseding: First Revised Sheet No. 137

Contract No.

FORM OF INTERRUPTIBLE STORAGE SERVICE AGREEMENT - continued

ARTICLE VII INTERPRETATION

The interpretation and performance of the Agreement shall be in accordance with the laws of the State of Colorado.

This Agreement, and all its rates, terms and conditions, shall at all times be subject to modification by order of the FERC upon notice and hearing and a finding of good cause therefor. In the event that any party to this Agreement requests the FERC to take any action which could cause a modification in the conditions of this Agreement, that party shall provide written notice to the other parties at the time of filing the request with the FERC.

ARTICLE VIII AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede and cancel any other agreements between the parties for the same service.

ARTICLE IX CERTIFICATIONS

By executing this Agreement, Shipper certifies that: (1) Shipper has a valid right to deliver the gas to be stored by Transporter; and (2) Shipper has a transportation contract(s) or will enter into such transportation contract(s) with the party ultimately receiving the gas from storage, prior to the commencement of service.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 138 Second Revised Sheet No. 138 Superseding: First Revised Sheet No. 138

Contract No.

FORM OF INTERRUPTIBLE STORAGE SERVICE AGREEMENT - continued

ARTICLE X ADDRESSES

Except as otherwise provided or as provided in the General Terms and Conditions of Transporter's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties as follows:

(a) Transporter Addresses:

Kinder Morgan Interstate Gas Transmission LLC Attn: Marketing 370 Van Gordon St. Lakewood, CO 80228 E-mail: WRGP@kindermorgan.com

(b) Shipper Addresses: As shown in Article XI or such other address as either party shall designate by formal written notice.

ARTICLE XI SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of any successor(s), substantially as an entirety, to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except as provided in Section 23 of the General Terms and Conditions, neither Transporter nor Shipper shall assign this Agreement or its rights hereunder. Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 139 Second Revised Sheet No. 139 Superseding: First Revised Sheet No. 139

Contract No.

FORM OF INTERRUPTIBLE STORAGE SERVICE AGREEMENT - continued

ARTICLE XII SPECIFIC INFORMATION

- Interruptible Storage Service Agreement between Kinder Morgan Interstate Gas Transmission LLC ("Transporter") and ("Shipper").
- 2. Contract Date: / /
- 3. This Agreement is: (Check one) ______(Date or Event) and is the original contract. ______(Date or Event) (Amendment No._____) and amends and restates ______ISS Contract No.______(date)_____
- 4. Term: (Date, Period-of-Time or Event) to (Date, Period-of-Time or Event) , and month-tomonth thereafter until terminated by prior written notice of either party.
- 5. Shipper Contact Information (Shipper Name, Address, Phone, E-mail):

6. Maximum Storage Quantity:

(Date, Period-of-Time or Event) Dth

7. Rates:

Commodity Rate: (Pursuant to Section 5.2 of Rate Schedule ISS of the Tariff). Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to in writing as a discount or negotiated rate pursuant to Section 33 and 36, respectively, of the General Terms and Conditions of Volume No. 1-B of the Tariff.

Fuel Reimbursement Quantity: (Pursuant to Section 3.1 of Rate Schedule ISS of the Tariff). Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to writing as a negotiated rate pursuant to Section 36 of the General Terms and Conditions of Volume No. 1-B of the tariff.

Additional Facilities Charge: (Pursuant to Section 3.1 of Rate Schedule ISS of the Tariff) None

_____Lump-sum payment of ______ ____Monthly fee of ______through __(Date, Period or Time or Event)_____ Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 140 Second Revised Sheet No. 140 Superseding: First Revised Sheet No. 140

Contract No.____

FORM OF INTERRUPTIBLE STORAGE SERVICE AGREEMENT - continued

IN WITNESS WHEREOF, the parties have caused this $\ensuremath{\mathsf{Agreement}}$ to be signed by their duly authorized representative.

Kinder	Morgan	Interstate	Gas	Transmission	LLC:
Ву:					

Title:_____

Shipper:

By:_____

Title:_____

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 141 Original Sheet No. 141 : Effective

Reserved Sheet for Future Use

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 142 original Sheet No. 142 : Effective

TRANSPORTATION SERVICE REQUEST FORM

SHIPPER INFORMATION	
Complete Legal Name of Shipp State of Incorporation: Taxpayer I.D. No.	er:
Address:	For Billing:
Phone: Fax:	Phone:Fax:
For Notices:	For Scheduling and Volume Information:
(include street address fo	r express service)
Contact Name:	
Phone:	Phone:
Compan Inters End Use	istribution Intrastate Pipeline y tate Pipeline Producer er Marketer (specify)
written firm or interru agreement with Transpor	representative who will execute the ptible transportation service ter (If signatory person is not an written authorization for
Name:	
Title:	

If person requesting service is an agent of Shipper, please provide proof of authority to act as agent of Shipper and complete the following: Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 First Revised Sheet No. 143 First Revised Sheet No. 143 : Effective Superseding: Original Sheet No. 143 TRANSPORTATION SERVICE REQUEST FORM - continued Legal Name of Principal: , which is a(n): Local Distribution Intrastate Pipeline Company Interstate Pipeline Producer End User Marketer Other (specify) SERVICE REQUESTED Type of Service 284B 284G requested: Interruptible Firm Transportation Transportation Firm Storage Interruptible Storage No-Notice Service CMC-1 CMC-2 284B INFORMATION *"On behalf of" Entity information (letter required) - Section 311 service will be "on behalf of" pursuant to Subpart B of Part 284 of the FERC regulations: Legal Name: , which is LDC an: Intrastate Pipeline

The named "on behalf of" entity will:

Transport Take title to the gas

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 144 original Sheet No. 144 : Effective

TRANSPORTATION SERVICE REQUEST FORM - continued

SERVICE INFORMATION

Maximum Daily Transportation Quantity (Total Capacity Reservation Quantity for firm requests)

Requested term of service: Initial delivery date

Termination date

Are additional or new facilities required to receive or deliver gas for the transportation service requested herein?

Туре

____ Yes ____ No Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 145 original Sheet No. 145 : Effective

TRANSPORTATION SERVICE REQUEST FORM - continued

PRIMARY RECEIPT POINT INFORMATION

On the attached Appendix A, please list the name, precise legal location, or meter number if available, the maximum daily receipt quantity in Dth being requested, for each receipt point listed. If multiple primary delivery point rate zones are requested, primary receipt points and quantities must be allocated by delivery point rate zone. Interruptible transportation requests will be governed by the master receipt point list, unless otherwise requested.

PRIMARY DELIVERY POINT INFORMATION

On the attached Appendix B, please list the name, precise legal location or meter number, if available, and the maximum daily delivery quantity in Dth being requested. Interruptible transportation requests will be governed by the master delivery point list, unless otherwise requested. If requesting a proposed delivery point, include a field contact, telephone number and a billing name and address for the cost of installation. A separate facility agreement may be required.

Shipper understands that this request form, complete and unrevised as to format, and a credit application must be received by Transporter before the service request will be accepted and processed. Shipper further understands that Transporter is an interstate pipeline subject to the regulations of the Federal Energy Regulatory Commission ("FERC" or "Commission"), and that Shipper's request will become part of a log available for public inspection. Shipper agrees to pay Transporter's effective transportation rate applicable for this service and to comply with all applicable terms of Transporter's Tariff. Shipper agrees that it will reimburse Transporter for filing fees upon receipt of an invoice. Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 146 original Sheet No. 146 : Effective

TRANSPORTATION SERVICE REQUEST FORM - continued

Shipper, by its signature, represents to Transporter that the information above is correct and accurate.

Very truly yours,

Signature

Typed Name and Title

Telephone Number _____

Facsimile Number

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 147 original Sheet No. 147 : Effective

TRANSPORTATION SERVICE REQUEST APPENDIX A RECEIPT POINTS

FACILITY NAME	LEGAL LOCATION OR METER NUMBER	MAXIMUM DAILY RECEIPT QUANTITY1 in Dth

The maximum daily receipt volume at any receipt point must not exceed the gas volume available to Shipper at that point.

For additional receipt points, attach another sheet.

- 1/ The total must not exceed the Maximum Daily Transportation Quantity. Maximum Daily receipt Quantities are stated in terms of equivalent deliveries. For FT requests, points and MDRQs must be allocated by primary delivery point rate zones.
- 2/ FT only.

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 148 original Sheet No. 148 : Effective

TRANSPORTATION SERVICE REQUEST APPENDIX B DELIVERY POINTS

FACILITY NAME	LEGAL LOCATION or METER NUMBER	MAXIMUM DAILY DELIVERY QUANTITY in Dth		

The maximum daily delivery volume at any delivery point must not exceed the gas volume that Transporter can deliver at that point.

For additional delivery points, attach another sheet.

3/ The total must not exceed The Maximum Daily Transportation Quantity

Effective Date: 07/01/2001 Status: Effective FERC Docket: RP01-438-000 Original Sheet No. 148A original Sheet No. 148A : Effective

> RATE SCHEDULE PALS PARK AND LOAN SERVICE

1. AVAILABILITY

- 1.1 This Park and Loan Service (PALS) Rate Schedule is an interruptible service available to any entity (hereinafter called Shipper) which submits to Kinder Morgan Interstate Gas Transmission LLC (hereinafter called Transporter):
 - (a) A valid request for service under this Rate Schedule PALS as defined in Section 4 hereof and executes an agreement for such service (PALS Agreement); and
 - (b) Enters into one or more valid PALS Request Orders (PALS RO), as defined in Section 4 hereof which, when executed by Transporter and Shipper, shall evidence their agreement as to the terms of the particular transaction(s) to park and loan gas pursuant to the PALS Agreement.
- 1.2 Shipper shall arrange separately with Transporter and others as necessary for any transportation attendant to the PAL service provided hereunder, i.e., in delivering gas to or taking gas away from the designated point(s), and Shipper shall pay separately for such transportation service.
- 1.3 Shipper shall provide Transporter with reasonable assurances that Shipper can satisfactorily perform under an applicable PALS RO.
- 2. APPLICABILITY AND CHARACTER OF SERVICE
 - 2.1 This Rate Schedule PALS shall apply to all PAL services which are rendered by Transporter pursuant to an executed PALS Agreement and related PALS RO. Under Rate Schedule PALS, a Shipper may nominate a quantity of gas at mutually agreeable point(s) on Transporter's system, to be held or loaned by Transporter for a specified period defined in the PALS RO. It is understood that Transporter is providing the PAL service hereunder through the use of its line pack and/or operational gas; Transporter is not providing a gas supply service under this Rate Schedule PALS, nor is Transporter providing a storage or transportation service under this Rate Schedule PALS. Contracting for and nominating service to and from the designated point(s) shall be the Shipper's sole responsibility.

Effective Date: 07/01/2001 Status: Effective FERC Docket: RP01-438-002 Substitute Original Sheet No. 148B substitute Original Sheet No. 148B : Effective

- 2.2 Under this Rate Schedule PALS, Transporter shall only park gas or loan gas to the extent Transporter determines that such actions are not detrimental to its ability to satisfy any of its existing obligations with higher priority service or to meet system operational needs. Transporter may, based on its reasonable determination of its operational capability and in a nondiscriminatory manner, interrupt or decline to schedule any or all of the services hereunder and, if such actions are required to avoid interference with firm service or to protect the integrity of the system, will do so prior to invoking the procedures of Section 29.2, Operational Parameters, of the General Terms and Conditions of this Tariff and subject to Section 8 hereof.
- 2.3 All mutually agreeable points of receipt and delivery on Transporter's system are available on a non-discriminatory basis for service under this Rate Schedule PALS. Unless an alternative point is agreed upon by Transporter and the Shipper, the same point must be utilized to initiate and to complete a specific park and loan transaction. If an alternative point is agreed upon, Shipper must pay for transportation service between the agreed-upon receipt and delivery points. The specific point(s) for a park or loan shall be set forth in the applicable PALS RO.
- 2.4 Subject to the provisions of Section 2.2 above, Park and Loan Services available under this Rate Schedule PALS include:
 - (a) Park Service: shall consist of Transporter's receipt of a quantity of natural gas at the designated Receipt Point(s) on the designated date(s), requested by Shipper under a PALS RO and approved by Transporter; Transporter's holding of such parked quantity of gas for Shipper's account and Transporter's redelivery of the parked quantity of gas to Shipper at the designated Delivery Point(s) and on the designated date(s) set forth in such PALS RO.
 - (b) Loan Service: shall consist of Transporter lending a specified quantity of natural gas, requested by Shipper and approved by Transporter, from designated Delivery Point(s) set forth in Shipper's PALS RO, and the Shipper's redelivery of and Transporter's acceptance of such volumes for Shipper's account at the designated Receipt Point(s) on the designated date(s) set forth in such PALS RO.
- 2.5 Transporter will post on its Interactive Web Site the availability of PALS from time to time.

Effective Date: 07/01/2001 Status: Effective FERC Docket: RP01-438-000 Original Sheet No. 148C original Sheet No. 148C : Effective

- 3. NOMINATIONS AND SCHEDULING
 - 3.1 It shall be Shipper's sole responsibility to provide Transporter with daily nominations of the quantity of gas to be received or delivered at the Receipt or Delivery point(s) under the applicable PALS RO. Nominations for any day or for any nomination cycle must be consistent with the PALS RO. It shall also be Shipper's responsibility to cause gas to be delivered to Transporter and to cause gas to be received from Transporter in accordance with the PALS RO. Nominations shall be subject to confirmation and scheduling in accordance with the General Terms and Conditions of this Tariff. If a nomination for payback on a loan, or withdrawal on a park is consistent with the PALS RO but cannot be confirmed by Transporter, the Shipper must continue to nominate on subsequent days until Transporter can confirm the nomination, unless the parties agree on a revised PALS RO. Service under Rate Schedule PALS is provided on an interruptible basis.
 - 3.2 Priorities of service for the purposes of scheduling and curtailment shall be governed by Sections 22.6 and 16.3, respectively, of the General Terms and Conditions of this Tariff.
 - 3.3 In the event it is necessary to decline to schedule or to interrupt, curtail or suspend service under PALS because of operational conditions or to satisfy obligations with a higher priority, Transporter shall provide actual notice to Shipper. In that event, Shipper must comply with the directive(s) contained in Transporter's notification within the time specified.
 - 3.4 If Shipper fails to comply with the requirements set out in a notification under Section 3.3 above, then Section 8 of this Rate Schedule PALS shall apply.

Effective Date: 07/01/2001 Status: Effective FERC Docket: RP01-438-000 Original Sheet No. 148D Original Sheet No. 148D : Effective

RATE SCHEDULE PALS

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

4.1 A request for service under this Rate Schedule PALS shall be valid as of the date received if it complies with this Section 4 and contains adequate information on all of the items specified in Sections 4.3(a) and 4.3(b), subject to any necessary verification of such information and to the following:

A request shall not be valid and Transporter shall not be (a) required to grant any such request: (1) which could in Transporter's judgment interfere with efficient operation of its system or with service to any firm Shipper; (2) which would require the construction, modification, expansion, or acquisition of any facilities to enable it to perform such services; provided, however, that Transporter may agree in its reasonable discretion to construct, modify, expand, or acquire any facilities; (3) unless and until Shipper has provided Transporter with the information required in Section 4.2 hereof and the assurances required under Section 1.3 hereof; (4) if Transporter determines, based on the credit analysis referenced in Section 4.2(d), that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis; (5) if the service requested would not comply with this Rate Schedule PALS; or (6) if the service requested is at less than the applicable maximum rate; provided, however, that Transporter may agree to provide service hereunder at a discount consistent with this Rate Schedule PALS. Nothing herein is intended to govern the scheduling and curtailment of service once a request for service has been granted pursuant to Section 4 hereof and while Agreements under this Rate Schedule are in effect. Such matters are governed by Section 3 of this Rate Schedule and the applicable General Terms and Conditions of this Tariff.

(b) Transporter may agree, however, to construct, modify, expand or acquire facilities to perform service under this Rate Schedule PALS on a non-discriminatory basis whenever such is deemed, in Transporter's reasonable judgment, to be economically, operationally and technically feasible, subject to the following conditions:

(1) Transporter has received an executed revised service agreement from existing and prospective Shipper(s) requesting such additional facilities or expansion of capacity;

(2) Transporter does not have physical facilities or adequate capacity in the system to accommodate requests for service of existing and prospective Shippers accepted by Transporter pursuant to Section 4.1 hereof; Effective Date: 07/01/2001 Status: Effective FERC Docket: RP01-438-000 Original Sheet No. 148E original Sheet No. 148E : Effective

RATE SCHEDULE PALS

(3) Transporter and Shipper enter into a facilities agreement, which is subject to the provisions of Section 2.1 of the Interruptible Transportation service Rate Schedule of this Tariff.

(4) $\,$ The nature, extent and timing of facilities required shall be at the reasonable discretion of Transporter; and

(5) Transporter receives acceptable assurance of financial reliability from any Shipper requesting capacity. Transporter shall maintain a separate record of the nature and costs of such facilities and assess new facility charges in accordance with Section 5.3(a) of the Interruptible Transportation service Rate Schedule of this Tariff.

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

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

Effective Date: 07/01/2001 Status: Effective FERC Docket: RP01-438-000 Original Sheet No. 148F original Sheet No. 148F : Effective

RATE SCHEDULE PALS

4.2 In addition to the information provided in the PALS Agreement, Shipper also shall provide the following information to Transporter with its initial request for service:

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

(b) Shipper will warrant for itself, its successors and assigns, that it will at the time of delivery to Transporter have title to all gas free and clear of all liens, encumbrances, and claims whatsoever. Shipper will indemnify Transporter and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any or all persons or parties to said gas, including claims for royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to Transporter under this Rate Schedule; and

(c) Shipper has entered into all necessary arrangements to assure that upstream and downstream transportation, if any, will be in place prior to the commencement of service on Transporter's pipeline.

Effective Date: 07/01/2001 Status: Effective FERC Docket: RP01-438-000 Original Sheet No. 148G original Sheet No. 148G : Effective

RATE SCHEDULE PALS

4.3 Requests for service hereunder shall be deemed valid only after the following information is provided by Shipper via Transporter's Interactive Web Site or in writing to:

> Kinder Morgan Interstate Gas Transmission LLC Account Services Department P.O. Box 281304 370 Van Gordon Street Lakewood, CO 80228-8304 Facsimile Number: (303) 763-3515

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

(1) GAS QUANTITIES

The request shall specify in Dth the Maximum Aggregate Quantity (MAQ) and Maximum Daily Quantity (MDQ) to be parked or loaned under any and all outstanding PALS RO Agreements.

(2) TERM OF SERVICE

The request shall specify the date service is requested to commence and to terminate (primary term), and whether the request is subject to an evergreen provision (permitting an extension) and/or a buyout provision (permitting early termination);

(3) CREDIT

The request shall include a completed Credit Application Form, the form of which is contained in this Tariff. Acceptance of a request is contingent upon a satisfactory credit appraisal by Transporter in accordance with the General Terms and Conditions of this Tariff;

(4) COMPLIANCE WITH PALS TARIFF

Submission of a request for service hereunder shall be deemed agreement by Shipper that it will abide by the terms and conditions of this Rate Schedule PALS, including the applicable General Terms and Conditions for any Park and Loan Service provided under the PALS Agreement and any related PALS RO; Effective Date: 07/01/2001 Status: Effective FERC Docket: RP01-438-000 Original Sheet No. 148H Original Sheet No. 148H : Effective

RATE SCHEDULE PALS

(5) COMMISSION-REQUIRED FILING INFORMATION

The following information is to be provided at the time a request for service hereunder is submitted, and shall be updated when any PALS RO is executed:

(i) Affiliation of the Shipper with Transporter;

(ii) The identity of the Shipper, including whether it is a local distribution company, an end-user, a producer, a marketer, or other customer type.

(b) To implement a specific park and/or loan transaction, Transporter and the Shipper with a PALS Agreement in effect shall enter into a PALS RO. For a PALS RO to be valid, the following information must be provided:

(1) SERVICE TYPE/PALS AGREEMENT

The PALS RO must specify that it relates to service under Rate Schedule PALS and must specify the PALS Agreement to which the PALS RO relates;

(2) GAS QUANTITIES

The PALS RO shall specify in Dth the Maximum Aggregate Quantity (MAQ RO) and the Maximum Daily Quantity (MDQ RO) to be parked and/or loaned under the specific transaction; provided that the sum of all MAQ ROs and MDQ ROs under all pending PALS ROs cannot exceed the MAQ and MDQ under the applicable PALS Agreement. The PALS RO shall specify the minimum daily and aggregate volume and shall set out a park and/or loan schedule containing the quantity and timing information specified in Section 7 of this Rate Schedule; Effective Date: 07/01/2001 Status: Effective FERC Docket: RP01-438-000 Original Sheet No. 1481 Original Sheet No. 1481 : Effective

RATE SCHEDULE PALS (3) POINTS

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

(4) TERM OF SERVICE

The request shall specify:

(i) The date service is requested to commence;

(ii) The date service is requested to terminate; and

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

SHIPPER CONTACT PERSONNEL (5)

The PALS RO shall specify the persons to be contacted by Transporter in connection with the PALS RO;

(6) RATE

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

(7) SHIPPER ASSURANCES

Shipper shall provide Transporter the assurances required by Section 1.3 hereof in connection with each PALS $% \left({{{\rm{ALS}}}} \right)$ RO.

Effective Date: 07/01/2001 Status: Effective FERC Docket: RP01-438-000 Original Sheet No. 148J original Sheet No. 148J : Effective

RATE SCHEDULE PALS

5. TERM

5.1 The term of service hereunder shall be set forth in the PALS Agreement between Shipper and Transporter. The PALS RO shall have a separately stated term or terms applicable to a particular transaction, which term may not extend beyond the term of the related PALS Agreement; provided, however, that both the PALS Agreement and related PALS RO(s) shall include a buyout provision, permitting early termination by Shipper or Transporter subject to a mutually agreed upon exit fee. Upon termination of any PALS Agreement and of any PALS RO, service by Transporter to Shipper thereunder shall be terminated and automatically abandoned.

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

6. RATE

6.1

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

(i) an Initial Rate for each unit of gas tendered for park or taken for loan during that month;

(ii) a Park/Loan Balance Rate for each unit of gas which is parked or loaned under this Rate Schedule PALS for that month (such charge shall be calculated on the basis of the daily ending balance for each PALS RO for each day of the month); and

(iii) a Completion Rate for each unit of gas returned to Transporter on completion (payback) of a loan or received by Shipper on completion (reversal) of a park that month.

The maximum and minimum rate(s) applicable to this Rate Schedule PALS are set forth in the Currently Effective Rates section of this Tariff, Fourth Revised Volume No. 1-A. On any day, the sum of the Initial Rate, the Park/Loan Balance Rate and the Completion Rate assessed for any park or loan may not exceed the maximum PALS Initial Rate on a per unit basis. Effective Date: 06/01/2003 Status: Effective FERC Docket: RP00-343-006 Second Revised Sheet No. 148K Second Revised Sheet No. 148K : Effective Superseding: Original Sheet No. 148K

RATE SCHEDULE PALS

(1) By mutual agreement between Transporter and Shipper, which is consistent with the pro forma agreement set out in this Tariff, discounts or negotiated rates may be limited to specific volumes and/or specific periods.

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

(b) Shipper shall pay any other applicable charges, penalties and fees set out in this Rate Schedule PALS or the General Terms and Conditions of this Tariff. Deviations from the approved PALS RO nominated volumes when compared to the allocated volumes will be assessed cashout charges under Section 5.2(b) of the IT Rate Schedule of this Tariff.

(c) Charges payable by any Shipper shall be based on the maximum rates set forth in this Tariff applicable to Rate Schedule PALS, which rates are hereby incorporated herein, unless a lower rate for the charge in subsection (a) is specified in the PALS RO. However, where a Shipper has agreed to pay a Negotiated Rate or a rate under a Negotiated Rate Formula, the rates assessed hereunder shall be governed by Section 38 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate or a rate under a Negotiated Rate Formula shall specify the Negotiated Rate or Negotiated Rate Formula on which the Shipper is willing to agree.

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

6.2 Authorized overrun charges apply if a Shipper nominates and Transporter confirms volumes in excess of the approved MAQ and/or MDQ in the PALS agreement, or if Shipper fails to comply with any quantity or timing parameter in a PALS RO (unless the failure results from Transporter not confirming a nomination properly submitted). Authorized overrun charges will be assessed at the maximum PALS rate, unless otherwise agreed to in writing by Transporter.

Effective Date: 07/01/2001 Status: Effective FERC Docket: RP01-438-000 Original Sheet No. 148L Original Sheet No. 148L : Effective

RATE SCHEDULE PALS

6.3

(a) Shipper shall reimburse Transporter within five (5) days after costs have been incurred by Transporter for all fees required by the FERC or any regulatory body including, but not limited to, filing, reporting, and application fees to the extent such fees are specifically related to service for that Shipper hereunder and are not generally applicable fees (such as general rate case filing fees).

(b) If Transporter constructs, acquires or modifies any facilities to perform service hereunder, then, as specified in an agreement related thereto between the parties, either:

(1) Shipper shall reimburse Transporter for the cost of such facilities or facility modifications as described in Section 5.3(a) of the Interruptible Transportation service Rate Schedule of this Tariff; or

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

6.4

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

(b) If, at any time and from time to time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the PALS Agreement or PALS RO, be increased to the highest such rate. Should additional documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within fifteen (15) days after a written request by Transporter. If, at any time and from time to time, the FERC or any other governmental authority having jurisdiction in the premises requires Transporter to charge a lower rate for service hereunder, the rate shall be decreased to such reduced rate. Effective Date: 07/01/2001 Status: Effective FERC Docket: RP01-438-000 Original Sheet No. 148M original Sheet No. 148M : Effective

- 6.5 Transporter may from time to time and at any time, upon twentyfour (24) hours' verbal or written notice, subject to any provisions on discounting in the PALS Agreement or PALS RO, charge any individual Shipper for service under this Rate Schedule PALS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate charged may not be less than the applicable minimum rate for service under Rate Schedule PALS set forth in this Tariff. Unless otherwise agreed in the PALS Agreement or PALS RO, Transporter may at any time further change such rate (subject to any restrictions as to maximum or minimum rates set out in this Tariff, the PALS Agreement and/or PALS RO) upon twenty-four (24) hours' verbal notice to Shipper, which notice shall be confirmed in writing. Such notification shall specifically state the effective date of such rate change and the quantity of gas so affected. Transporter shall file with FERC any and all reports as required by FERC's Regulations with respect to the institution or discontinuance of any discount.
- 6.6 All revenues and gas in kind collected by Transporter as a result of providing service under this Rate Schedule PALS shall be retained by Transporter unless Transporter has otherwise explicitly agreed on a different disposition of such amounts. Where crediting or refund mechanisms apply under other provision(s) of this Tariff or pursuant to effective FERC orders or settlements, such mechanisms shall supersede this Section to the extent necessary to carry out such provision(s).

Effective Date: 07/01/2001 Status: Effective FERC Docket: RP01-438-000 Original Sheet No. 148N original Sheet No. 148N : Effective

RATE SCHEDULE PALS

7. QUANTITY

Each PALS RO shall specify in Dth the MAQ RO and a daily schedule of the quantities (including the MDQ RO) to be parked and/or loaned under the specific transaction. The daily schedule of returned volumes by the Shipper or Transporter shall also be specified in the PALS RO. The quantities may be specified as a range of volumes (maximum and minimum aggregate and daily quantities and the related time periods) to be parked and/or loaned and returned, and the schedule may include the flexibility to do either a park or a loan within specified volume and time limits. The schedule may provide for flexibility in total volumes and in the daily volumes parked and/or loaned, in the timing of the park or the loan (or any portion thereof), in the duration of the park and/or loan (or portion thereof), and/or in the timing of the completion of the park or loan (or portion thereof) by the return of gas to the Shipper or to Transporter, and shall specify the limits of the flexibility allowed. Subject to the flexibility specified in the PALS RO, the MDQ RO shall be the maximum quantity Transporter is obligated, on an interruptible basis, to receive from or deliver to Shipper hereunder on the specified day. The MAQ RO shall be the maximum aggregate quantity Transporter is obligated to hold or loan for the account of Shipper hereunder on an interruptible basis for the specific transaction covered by the PALS RO. The minimum aggregate and daily volumes to be parked and/or loaned and returned on an interruptible basis shall also be specified in the PALS RO schedule. The sum total of a Shipper's MAQ ROs and MDQ ROs shall not exceed the MAQ and MDQ specified in the PALS Agreement. If a Shipper exceeds the timing parameter in the applicable PALS RO (unless such failure is due to Transporter not confirming a nomination properly submitted), it shall be subject to overrun charges consistent with Section 6.2 of this Rate Schedule.

8. MANDATORY BALANCING

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

Effective Date: 07/01/2001 Status: Effective FERC Docket: RP01-438-001 Substitute Original Sheet No. 1480 substitute Original Sheet No. 1480 : Effective

RATE SCHEDULE PALS

- 8.2 Transporter shall require Mandatory Balancing effective the next day prior to issuing Operational Flow Orders pursuant to the notice provisions of Section 29.2 of the General Terms and Conditions of this Tariff, if Transporter reasonably determines that doing so would facilitate system operations and minimize the frequency and severity of Operational Flow Orders in the affected region(s).
- 8.3 (a) In the event that Transporter notifies a PALS Shipper under Section 3 hereof, such notice shall specify the parked balance to be removed or the loaned balance to be returned, up to the full MAQ, and the timeframe within which the balance must be effectuated, but the specified timeframe shall not be less than three (3) days (in one-third daily increments) from the date of notification. Transporter may allow additional time for contract balancing when operational conditions permit. Notification shall first be provided by telephone and then by facsimile, by e-mail or in writing. General notices will be posted on Transporter's Interactive Web Site. In instances when notification is required during times other than normal business hours, Transporter will provide such notification by telephone. To the extent Shipper fails to comply with such notice, the PALS RO shall terminate and the provisions of Section 8.4 shall apply.

(b) In the event that a Shipper fails to comply with the schedule of activities set forth in the applicable PALS RO, Transporter shall notify Shipper, and the PALS RO shall be subject to termination in accordance with the terms of such notice. The provisions of Sections 8.4(a) and 8.4(b) shall then apply.

Effective Date: 07/01/2001 Status: Effective FERC Docket: RP01-438-000 Original Sheet No. 148P original Sheet No. 148P : Effective

RATE SCHEDULE PALS

8.4 (a) In the event that Shipper still has gas parked at the end of its contract term or because of failure to comply with the notice pursuant to Sections 3 and 8.3 above, the remaining balance shall be forfeited to Transporter, free and clear of any adverse claims.

Conversely, if the Shipper has not redelivered gas which (b) was loaned by Transporter by the end of its contract term or within the timeframe specified in the notice in Sections 3 and 8.3 above, the Shipper must purchase the unreturned balance at 150% of the highest Weekly Index Prices (WIPs) of the "Spot Gas Prices Delivered to Pipelines" for CIG or PEPL, as published in "Natural Gas Intelligence" during the term of the loan. In the event that the information used to determine the WIPs for the term of the loan is not available, then the Shipper must purchase the unreturned balance at 150% of the highest monthly index price of the "Spot Gas Priced Delivered to Pipelines" for CIG or PEPL, as published in "Natural Gas Intelligence" during the term of the loan. The amounts collected in excess of 100% of the highest Weekly or Monthly Index Price, as applicable, are subject to refund in accordance with Section 35 of the General Terms and Conditions of this Tariff. If Operational Flow Orders are in effect on the date Shipper is required to comply with the notice, Shipper shall be subject to the highest charges set forth in Section 29.2 of the General Terms and Conditions of this Tariff.

(c) The tariff provisions of Sections $8.4\,(a)$ and (b) above will be implemented by Transporter on a non-discriminatory basis.

8.5 In circumstances where Shipper is unable to eliminate its PALS RO balance because Transporter is unable to accept the PALS RO nomination, Shipper shall take any action to reduce the balance which Transporter can accommodate and Shipper shall be granted additional time to eliminate its PALS RO balance corresponding to the time Transporter was unable to accept the PALS RO nomination. Shipper shall not incur any penalty or daily fees as to that portion of the balance resulting from Transporter's inability to accept the PALS RO nomination. Such extension shall only apply in instances where a Shipper's inability to eliminate the PALS RO balance is attributable to Transporter's inability to accept and confirm PALS RO nominations. Shipper remains responsible to nominate the appropriate level of transportation to meet Transporter's notification requirements.

Effective Date: 07/01/2001 Status: Effective FERC Docket: RP01-438-000 Original Sheet No. 148Q Original Sheet No. 1480 : Effective

RATE SCHEDULE PALS

9. GENERAL TERMS AND CONDITIONS

The applicable General Terms and Conditions of this Tariff are hereby made a part of this Rate Schedule. To the extent that the General Terms and Conditions are inconsistent with the provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern. Effective Date: 07/01/2001 Status: Effective FERC Docket: RP01-438-000 Original Sheet No. 148R original Sheet No. 148R : Effective

[FOR RATE SCHEDULE PALS]

Contract No.

KINDER MORGAN INTERSTATE GAS TRANSMISSION LLC (TRANSPORTER) PARK AND LOAN SERVICE AGREEMENT DATED UNDER SUBPART OF PART 284 OF THE FERC'S REGULATIONS

1. SHIPPER is:

- Maximum Aggregate Quantity (Dth) (On any day, the total of all MAQ ROs can never exceed this quantity.)
- Maximum Daily Quantity (Dth) (The total of all MDQ RO can never exceed this quantity.

, a

- 4. TERM: through and month to month thereafter until terminated by prior written notice by either party; provided, however, that Shipper may terminate this Agreement prior to its expiration subject to payment of a mutually agreed exit fee. Termination shall not discharge any obligations accrued prior to such termination.
- 5. Service will be ON BEHALF OF: Other:
- 6. SHIPPER'S ADDRESSES

Shipper or

7. This Agreement supersedes and cancels a Other:

Agreement dated

- 8. PALS Request Order: The form of the PALS RO attached hereto or such other mutually agreeable form, when executed by the parties shall evidence their agreement as to the terms of the particular transaction for the Park and Loan Service pursuant to this Agreement, including the quantity, rate, Receipt and Delivery Points for parking and lending and the term. The PALS RO may specify a range for the quantity and term of a Park and Loan. A single PALS RO may cover both a park and loan within limits specified.
- 9. PARK AND LOAN QUANTITY:
 - (i) Park Service: shall consist of Transporter's receipt of a quantity of natural gas at the designated Receipt Point(s) on the designated date(s), requested by Shipper under a PALS RO and approved by Transporter; Transporter's holding of such parked quantity of gas for Shipper's account and Transporter's redelivery of the parked quantity of gas to Shipper at the designated Delivery Point(s) and on the designated date(s) set forth in such PALS RO.
 - (ii) Loan Service: shall consist of Transporter lending a specified quantity of natural gas, requested by Shipper and approved by Transporter, from designated Delivery Point(s) set forth in Shipper's PALS RO and the Shipper's redelivery of and Transporter's acceptance of such volumes for Shipper's account at the designated Receipt Point(s) on the designated date(s) set forth in such PALS RO.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Second Revised Sheet No. 148S Second Revised Sheet No. 148S Superseding: First Revised Sheet No. 148S

[FOR RATE SCHEDULE PALS]

Contract No.

KINDER MORGAN INTERSTATE GAS TRANSMISSION LLC (TRANSPORTER) PARK AND LOAN SERVICE AGREEMENT DATED UNDER SUBPART OF PART 284 OF THE FERC'S REGULATIONS (CON'T)

10. RATES:

Except as otherwise provided below or in any written agreement(s) between the (i) parties in effect during the term hereof, or pursuant to Shipper's election to nominate service consistent with the terms of the applicable service discount rate offers posted by Transporter on its Interactive Website from time-to-time, Shipper shall pay Transporter the applicable maximum rate(s) and all other lawful charges as specified in Transporter's applicable rate schedule. Shipper and Transporter may agree that Shipper shall pay a rate other than the applicable maximum rate so long as such rate is between the applicable maximum and minimum rates specified for such service in the Tariff. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. The parties may agree that a specified discounted rate will apply only to specified volumes (MDQ, MAQ or commodity volumes) under the agreement; that a specified discounted rate will apply only if specified volumes are achieved or the volumes do not exceed a specified level; that a specified discounted rate will apply only during specified periods of the year or for a specifically defined period; that a specified discounted rate will apply only to specified points, zones or other defined geographical area(s); and/or that a specified discounted rate(s) will apply in a specified relationship to the volumes actually tendered. If the parties agree upon a rate other than the applicable maximum rate, such written Agreement(s) shall specify that the parties mutually agree either: (1) that the agreed rate is a discount rate; or (2) that the agreed rate is a Negotiated Rate (or Negotiated Rate Formula). In the event that the parties agree upon a Negotiated Rate or Negotiated Rate Formula, this Agreement shall be subject to Section 36 of the General Terms and Conditions of Transporter's Tariff.

(ii) Shipper and Transporter may agree to early termination of this Agreement subject to Shipper paying to Transporter a mutually agreed upon exit fee set forth in the PALS RO.

11. The above-stated Rate Schedule, as revised from time to time, controls this Agreement and is incorporated herein. The attached is a part of this Agreement. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF COLORADO, AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT. This Agreement states the entire agreement between the parties and no waiver, representation or agreement shall affect this Agreement unless it is in writing.

Agreed to by:

Transporter	Shipper
BY:	BY:
NAME:	NAME:
TITLE:	TITLE:

Effective Date: 07/01/2001 Status: Effective FERC Docket: RP01-438-000 Original Sheet No. 148T Original Sheet No. 148T : Effective

RO No.:

		REQUEST	ORDER H	FORM			
Shipper:	DF	1160	Туре	of Service:	Park	Loan	
Initiation Point Name(s) a	nd PIN(s):			MAQ RO:			(Dth)
Completion Point Name(s) a	nd PIN(s)			Minimum Agg	regate	e Quantity	
Term: Start	End			PALS Agreem	ent #:	:	
Schedule:							
Date(s) Service to be Prov (May Reflect a Range of Da			(May	Daily Quant Reflect a Ra	- ·	,	
From Throug	h	Park or Minimum		Payback Maximum		Loan or Park Minimum	Withdrawal Maximum

Rates: Rates may vary based on volume, time period, etc., as set out in the Pro Forma Service Agreement. Park or Loan Payback = volumes which Transporter RECEIVES from Shipper. Park or Loan Withdrawal = volumes which Transporter DELIVERS to Shipper. Inital Rate: Completion Rate: Park/Loan Balance Rate: Service will be ON BEHALF OF: Shipper [] or Other [] , a SHIPPER'S CONTACT AND ADDRESS Phone: Fax: Other Conditions (if any): Agreed to by: TRANSPORTER SHIPPER BY: BY: NAME: NAME: TITLE: TITLE:

Effective Date: 03/01/2003 Status: Effective FERC Docket: RP03-245-000 Original Sheet No. 148U original Sheet No. 1480 : Effective

> RATE SCHEDULE S-PALS STORAGE PARK AND LOAN SERVICE

- 1. AVAILABILITY
 - 1.1 This Storage Park and Loan Service (S-PALS) Rate Schedule is an interruptible service available to any entity (hereinafter called Shipper) which submits to Kinder Morgan Interstate Gas Transmission LLC (hereinafter called Transporter):
 - (a) A valid request for service under this Rate Schedule S-PALS as defined in Section 4 hereof and executes an agreement for such service (S-PALS Agreement); and
 - (b) Enters into one or more valid S-PALS Request Orders (S-PALS RO), as defined in Section 4 hereof which, when executed by Transporter and Shipper, shall evidence their agreement as to the terms of the particular transaction(s) to park and loan gas pursuant to the S-PALS Agreement.
 - 1.2 Shipper shall arrange separately with Transporter and others as necessary for any transportation attendant to the S-PALS service provided hereunder, i.e., in delivering gas to or taking gas away from the designated point(s), and Shipper shall pay separately for such transportation service.
 - 1.3 Shipper shall provide Transporter with reasonable assurances that Shipper can satisfactorily perform under an applicable S-PALS RO.
- 2. APPLICABILITY AND CHARACTER OF SERVICE
 - 2.1 This Rate Schedule S-PALS shall apply to all S-PALS services which are rendered by Transporter pursuant to an executed S-PALS Agreement and related S-PALS RO. Under Rate Schedule S-PALS, a Shipper may nominate a quantity of gas at mutually agreeable point(s) on Transporter's system, to be held or loaned by Transporter for a specified period defined in the S-PALS RO. It is understood that Transporter is providing the S-PALS service hereunder through the use of its storage facilities and storage gas; Transporter is not providing a gas supply service under this Rate Schedule S-PALS, nor is Transporter providing a storage or transportation service under this Rate Schedule S-PALS. Contracting for and nominating service to and from the designated point(s) shall be the Shipper's sole responsibility.

Effective Date: 03/01/2003 Status: Effective FERC Docket: RP03-245-000 Original Sheet No. 148U.01 : Effective

- 2.2 Under this Rate Schedule S-PALS, Transporter shall only park gas or loan gas to the extent Transporter determines that such actions are not detrimental to its ability to satisfy any of its existing obligations with higher priority service or to meet system operational needs. Transporter may, based on its reasonable determination of its operational capability and in a non-discriminatory manner, interrupt or decline to schedule any or all of the services hereunder and, if such actions are required to avoid interference with firm service or to protect the integrity of the system, will do so prior to invoking the procedures of Section 29.2, Operational Parameters, of the General Terms and Conditions of this Tariff and subject to Section 8 hereof.
- 2.3 All mutually agreeable points of receipt and delivery on Transporter's system are available on a non-discriminatory basis for service under this Rate Schedule S-PALS. Unless an alternative point is agreed upon by Transporter and the Shipper, the same point must be utilized to initiate and to complete a specific park and loan transaction. If an alternative point is agreed upon, Shipper must pay for transportation service between the agreed-upon receipt and delivery points. The specific point(s) for a park or loan shall be set forth in the applicable S-PALS RO.
- 2.4 Subject to the provisions of Section 2.2 above, Storage Park and Loan Services available under this Rate Schedule S-PALS include:
 - (a) Park Service: shall consist of Transporter's receipt of a quantity of natural gas at the designated point(s) on the designated date(s), requested by Shipper under an S-PALS RO and approved by Transporter; Transporter's holding of such parked quantity of gas for Shipper's account and Transporter's redelivery of the parked quantity of gas to Shipper at the designated point(s) and on the designated date(s) set forth in such S-PALS RO.
 - (b) Loan Service: shall consist of Transporter lending a specified quantity of natural gas, requested by Shipper and approved by Transporter, from designated point(s) set forth in Shipper's S-PALS RO, and the Shipper's redelivery of and Transporter's acceptance of such volumes for Shipper's account at the designated point(s) on the designated date(s) set forth in such S-PALS RO.

Effective Date: 03/01/2003 Status: Effective FERC Docket: RP03-245-000 Original Sheet No. 148U.02 Original Sheet No. 148U.02 : Effective

- 2.5 Transporter will post on its Interactive Web Site the availability of S-PALS.
- 3. NOMINATIONS AND SCHEDULING
 - 3.1 It shall be Shipper's sole responsibility to provide Transporter with daily nominations of the quantity of gas to be received or delivered at the Receipt or Delivery point(s) under the applicable S-PALS RO. Nominations for any day or for any nomination cycle must be consistent with the S-PALS RO. It shall also be Shipper's responsibility to cause gas to be delivered to Transporter and to cause gas to be received from Transporter in accordance with the S-PALS RO. Nominations shall be subject to confirmation and scheduling in accordance with the General Terms and Conditions of this Tariff. If a nomination for payback on a loan, or withdrawal on a park is consistent with the S-PALS RO but cannot be confirmed by Transporter, the Shipper must continue to nominate on subsequent days until Transporter can confirm the nomination, unless the parties agree on a revised S-PALS RO. Service under Rate Schedule S-PALS is provided on an interruptible basis.
 - 3.2 Priorities of service for the purposes of scheduling and curtailment shall be governed by Sections 22.6 and 16.3, respectively, of the General Terms and Conditions of this Tariff.
 - 3.3 In the event it is necessary to decline to schedule or to interrupt, curtail or suspend service under S-PALS because of operational conditions or to satisfy obligations with a higher priority, Transporter shall provide actual notice to Shipper. In that event, Shipper must comply with the directive(s) contained in Transporter's notification within the time specified.
 - 3.4 If Shipper fails to comply with the requirements set out in a notification under Section 3.3 above, then Section 8 of this Rate Schedule S-PALS shall apply.

Effective Date: 03/01/2003 Status: Effective FERC Docket: RP03-245-000 Original Sheet No. 148U.03 Original Sheet No. 148U.03 : Effective

- 4. VALID REQUESTS FOR S-PALS AGREEMENT(S) AND FOR S-PALS RO(S)
 - 4.1 A request for service under this Rate Schedule S-PALS shall be valid as of the date received if it complies with this Section 4 and contains adequate information on all of the items specified in Sections 4.3(a) and 4.3(b), subject to any necessary verification of such information and to the following:
 - A request shall not be valid and Transporter shall not be (a) required to grant any such request: (1) which could in Transporter's judgment interfere with efficient operation of its system or with service to any firm Shipper; (2) which would require the construction, modification, expansion, or acquisition of any facilities to enable it to perform such services; provided, however, that Transporter may agree in its reasonable discretion to construct, modify, expand, or acquire any facilities; (3) unless and until Shipper has provided Transporter with the information required in Section 4.2 hereof and the assurances required under Section 1.3 hereof; (4) if Transporter determines, based on the credit analysis referenced in Section 4.2(d), that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis; (5) if the service requested would not comply with this Rate Schedule S-PALS; or (6) if the service requested is at less than the applicable maximum rate; provided, however, that Transporter may agree to provide service hereunder at a discount consistent with this Rate Schedule S-PALS. Nothing herein is intended to govern the scheduling and curtailment of service once a request for service has been granted pursuant to Section 4 hereof and while Agreements under this Rate Schedule are in effect. Such matters are governed by Section 3 of this Rate Schedule and the applicable General Terms and Conditions of this Tariff.
 - (b) Transporter may agree, however, to construct, modify, expand or acquire facilities to perform service under this Rate Schedule S-PALS on a non-discriminatory basis whenever such is deemed, in Transporter's reasonable judgment, to be economically, operationally and technically feasible, subject to the following conditions:
 - Transporter has received an executed revised service agreement from existing and prospective Shipper(s) requesting such additional facilities or expansion of capacity;

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- Transporter does not have physical facilities or adequate capacity in the system to accommodate requests for service of existing and prospective Shippers accepted by Transporter pursuant to Section 4.1 hereof;
- (3) Transporter and Shipper enter into a facilities agreement, which is subject to the provisions of Section 2.1 of the Interruptible Transportation service Rate Schedule of this Tariff;
- (4) The nature, extent and timing of facilities required shall be at the reasonable discretion of Transporter; and
- (5) Transporter receives acceptable assurance of financial reliability from any Shipper requesting capacity. Transporter shall maintain a separate record of the nature and costs of such facilities and assess new facility charges in accordance with Section 5.3(a) of the Interruptible Transportation service Rate Schedule of this Tariff.
- (c) Transporter shall promptly notify Shipper if it cannot satisfy an otherwise valid request, in whole or in part. Any request shall be null and void unless it is substantially complete and complies with this Rate Schedule. In the event a request is substantially but not entirely complete, Transporter shall inform Shipper in writing of the specific items needed to complete the S-PALS Agreement, after which Shipper shall have fifteen (15) days to provide the specified information. In the event such information is not received within fifteen (15) days, Shipper's request shall be null and void.
- (d) Transporter shall tender a S-PALS Agreement to Shipper for execution when Shipper's request for service is accepted. Unless waived by Transporter, a request for service shall be invalid if Shipper fails to execute and tender a S-PALS Agreement hereunder within ten (10) days after the S-PALS Agreement has been tendered by Transporter for execution. An executed S-PALS RO must be submitted to Transporter prior to commencement of service.

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- 4.2 In addition to the information provided in the S-PALS Agreement, Shipper also shall provide the following information to Transporter with its initial request for service:
 - (a) The Storage Park and Loan Service provided for under this Rate Schedule S-PALS shall be performed under Part 284 of FERC's Regulations. Shipper shall only tender gas under this Rate Schedule S-PALS to the extent service hereunder would qualify under the applicable statutes, regulations, FERC orders and the blanket certificate authorizing service by Transporter under this Rate Schedule S-PALS. For service under Subpart B of Part 284, Shipper shall provide to Transporter with its initial request for service appropriate certification, including sufficient information in order for Transporter to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where required by FERC's Regulations, Shipper shall cause the intrastate pipeline or local distribution company on whose behalf the service will be provided to submit any necessary certification. Shipper shall provide the actual end user purchaser name(s) to Transporter if Transporter must provide them to the FERC;
 - (b) Shipper will warrant for itself, its successors and assigns, that it will at the time of delivery to Transporter have title to all gas free and clear of all liens, encumbrances, and claims whatsoever. Shipper will indemnify Transporter and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any or all persons or parties to said gas, including claims for royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to Transporter under this Rate Schedule; and
 - (c) Shipper has entered into all necessary arrangements to assure that upstream and downstream transportation, if any, will be in place prior to the commencement of service on Transporter's pipeline.

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RATE SCHEDULE S-PALS

4.3 Requests for service hereunder shall be deemed valid only after the following information is provided by Shipper via Transporter's Interactive Web Site or in writing to:

> Kinder Morgan Interstate Gas Transmission LLC Account Services Department P.O. Box 281304 370 Van Gordon Street Lakewood, CO 80228-8304 Facsimile Number: (303) 763-3515

- (a) For an S-PALS Agreement to be valid, the following information must be provided:
 - (1) GAS QUANTITIES

The request shall specify in Dth the Maximum Aggregate Quantity (MAQ) and Maximum Daily Quantity (MDQ) to be parked or loaned under any and all outstanding S-PALS RO Agreements.

(2) TERM OF SERVICE

The request shall specify the date service is requested to commence and to terminate (primary term), and whether the request is subject to an evergreen provision (permitting an extension) and/or a buyout provision (permitting early termination);

(3) CREDIT

The request shall include a completed Credit Application Form, the form of which is contained in this Tariff. Acceptance of a request is contingent upon a satisfactory credit appraisal by Transporter in accordance with the General Terms and Conditions of this Tariff;

(4) COMPLIANCE WITH S-PALS TARIFF

Submission of a request for service hereunder shall be deemed agreement by Shipper that it will abide by the terms and conditions of this Rate Schedule S-PALS, including the applicable General Terms and Conditions for any Storage Park and Loan Service provided under the S-PALS Agreement and any related S-PALS RO; Effective Date: 03/01/2003 Status: Effective FERC Docket: RP03-245-000 Original Sheet No. 148U.07 original Sheet No. 148U.07 : Effective

RATE SCHEDULE S-PALS

(5) COMMISSION-REQUIRED FILING INFORMATION

The following information is to be provided at the time a request for service hereunder is submitted, and shall be updated when any S-PALS RO is executed:

- (i) Affiliation of the Shipper with Transporter;
- (ii) The identity of the Shipper, including whether it is a local distribution company, an enduser, a producer, a marketer, or other customer type.
- (b) To implement a specific storage park and/or loan transaction, Transporter and the Shipper with an S-PALS Agreement in effect shall enter into an S-PALS RO. For an S-PALS RO to be valid, the following information must be provided:
 - (1) SERVICE TYPE/S-PALS AGREEMENT

The S-PALS RO must specify that it relates to service under Rate Schedule S-PALS and must specify the S-PALS Agreement to which the S-PALS RO relates;

(2) GAS QUANTITIES

The S-PALS RO shall specify in Dth the Maximum Aggregate Quantity (MAQ RO) and the Maximum Daily Quantity (MDQ RO) to be parked and/or loaned under the specific transaction; provided that the sum of all MAQ ROs and MDQ ROs under all pending S-PALS ROs cannot exceed the MAQ and MDQ under the applicable S-PALS Agreement. The S-PALS RO shall specify the minimum daily and aggregate volume and shall set out a park and/or loan schedule containing the quantity and timing information specified in Section 7 of this Rate Schedule; Effective Date: 03/01/2003 Status: Effective FERC Docket: RP03-245-000 Original Sheet No. 148U.08 original Sheet No. 148U.08 : Effective

RATE SCHEDULE S-PALS

(3) POINTS

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

(4) TERM OF SERVICE

The request shall specify:

- (i) The date service is requested to commence;
- (ii) The date service is requested to terminate; and
- (iii) The term may include a range of permitted commencement and termination dates for service under the S-PALS RO, or for any portion of such service. No termination date may extend beyond the term of the S-PALS Agreement;
- (5) SHIPPER CONTACT PERSONNEL

The S-PALS RO shall specify the persons to be contacted by Transporter in connection with the S-PALS RO;

(6) RATE

The S-PALS RO shall specify the rates under Section 6.1 at which the storage park or loan service will be provided. Rates may vary by time period, volumes or other permissible discounting parameters, within the applicable maximum and minimum rates;

(7) SHIPPER ASSURANCES

Shipper shall provide Transporter the assurances required by Section 1.3 hereof in connection with each S-PALS RO.

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RATE SCHEDULE S-PALS

5. TERM

- 5.1 The term of service hereunder shall be set forth in the S-PALS Agreement between Shipper and Transporter. The S-PALS RO shall have a separately stated term or terms applicable to a particular transaction, which term may not extend beyond the term of the related S-PALS Agreement; provided, however, that both the S-PALS Agreement and related S-PALS RO(s) may include a buyout provision, permitting early termination by Shipper or Transporter subject to a mutually agreed upon exit fee. Upon termination of any S-PALS Agreement and of any S-PALS RO, service by Transporter to Shipper thereunder shall be terminated and automatically abandoned.
- 5.2 Transporter may terminate any S-PALS Agreement if Transporter is required by the FERC or some other agency or court to provide service for others utilizing the interruptible system capacity or capabilities required for service under such S-PALS Agreement, or if Transporter ceases (after receipt of any requisite regulatory authorization) to offer service of the type covered by the S-PALS Agreement. Settlement of such terminated agreement shall be pursuant to Section 8.4.

6. RATE

- 6.1 (a) For the Storage Park and Loan Service rendered to Shipper under this Rate Schedule S-PALS, Shipper shall pay Transporter each month the sum of the following charges:
 - (i) an Initial Rate for each unit of gas tendered for park or taken for loan during that month;
 - (ii) a Park/Loan Balance Rate for each unit of gas which is parked or loaned under this Rate Schedule S-PALS for that month (such charge shall be calculated on the basis of the daily ending balance for each S-PALS RO for each day of the month); and

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- (iii) a Completion Rate for each unit of gas returned to Transporter on completion (payback) of a loan or received by Shipper on completion (reversal) of a park that month.
- (b) The maximum and minimum rate(s) applicable to this Rate Schedule S-PALS are set forth in the Currently Effective Rates section of this Tariff, Fourth Revised Volume No. 1-A. Excluding fuel and loss, on any day, the sum of the Initial Rate, the Park/Loan Balance Rate and the Completion Rate assessed for any park or loan may not exceed the maximum S-PALS Initial Rate on a per unit basis. On any day, the sum of the Initial Rate, the Park/Loan Balance Rate and the Completion Rate assessed for any park and loan may not be less than the minimum S-PALS Initial Rate.
 - By mutual agreement between Transporter and Shipper, which is consistent with the pro forma agreement set out in this Tariff, discounts or negotiated rates may be limited to specific volumes and/or specific periods.
 - (ii) If a Shipper has submitted a nomination for a payback on a loan or a withdrawal on a park, and that nomination is consistent with the S-PALS RO but is not confirmed by Transporter, the Park/Loan Balance Rate shall only be assessed as if the nomination had been confirmed.
- (c) Shipper shall pay any other applicable charges, penalties and fees set out in this Rate Schedule S-PALS or the General Terms and Conditions of this Tariff. Deviations from the approved S-PALS RO nominated volumes when compared to the allocated volumes will be assessed cashout charges under Section 5.2 (b) of the IT Rate Schedule of this Tariff.

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- (d) Charges payable by any Shipper shall be based on the maximum rates set forth in this Tariff applicable to Rate Schedule S-PALS, which rates are hereby incorporated herein, unless a lower rate for the charge in subsection (a) is specified in the S-PALS RO. However, where a Shipper has agreed to pay a Negotiated Rate or a rate under a Negotiated Rate Formula, the rates assessed hereunder shall be governed by Section 38 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate or a rate under a Negotiated Rate Formula shall specify the Negotiated Rate or Negotiated Rate Formula on which the Shipper is willing to agree.
- (e) KMIGT and Shipper may mutually agree on a charge for fuel and loss in lieu of providing gas in-kind for fuel reimbursement under this Rate Schedule S-PALS. Such charge shall be determined by multiplying the applicable percentage fuel and loss rate set forth on the currently effective, applicable Sheet No. 4 of this Tariff, by a mutually agreedupon index reference price per Dth.
- (f) Except as provided in Sections 6.1(d) and (e), Shipper shall provide gas in-kind for fuel and loss reimbursement applicable to this Rate Schedule S-PALS as set forth on the currently effective, applicable Sheet No. 4 of this Tariff.
- (g) The charges referenced herein cover only Storage Park and Loan Services. Shipper must contract separately for any transportation service required for Shipper to move gas to or away from the point(s) specified in the S-PALS RO.
- 6.2 Authorized overrun charges apply if a Shipper nominates and Transporter confirms volumes in excess of the approved MAQ and/or MDQ in the S-PALS agreement, or if Shipper fails to comply with any quantity or timing parameter in an S-PALS RO (unless the failure results from Transporter not confirming a nomination properly submitted). Authorized overrun charges will be assessed at the maximum S-PALS rate, unless otherwise agreed to in writing by Transporter. An unauthorized overrun charge of up to \$10 per Dth applies if the overrun is not nominated and confirmed. Transporter may waive or discount unauthorized overrun charges on a non-discriminatory basis.

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- 6.3 (a) Shipper shall reimburse Transporter within five (5) days after costs have been incurred by Transporter for all fees required by the FERC or any regulatory body including, but not limited to, filing, reporting, and application fees to the extent such fees are specifically related to service for that Shipper hereunder and are not generally applicable fees (such as general rate case filing fees).
 - (b) If Transporter constructs, acquires or modifies any facilities to perform service hereunder, then, as specified in an agreement related thereto between the parties, either:
 - Shipper shall reimburse Transporter for the cost of such facilities or facility modifications as described in Section 5.3(a) of the Interruptible Transportation service Rate Schedule of this Tariff; or
 - (2) Transporter shall assess a monthly charge reflecting such facility costs.
- 6.4 (a) Transporter shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in: (1) the rates and charges applicable under this Rate Schedule S-PALS, including both the level and design of such rates and charges; and/or (2) the terms and conditions of this Rate Schedule S-PALS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure that its provisions are just and reasonable.

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- (b) If, at any time and from time to time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the S-PALS Agreement or S-PALS RO, be increased to the highest such rate. Should additional documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within fifteen (15) days after a written request by Transporter. If, at any time and from time to time, the FERC or any other governmental authority having jurisdiction in the premises requires Transporter to charge a lower rate for service hereunder, the rate shall be decreased to such reduced rate.
- Transporter may from time to time and at any time, upon twenty-four (24) hours' verbal or written notice, subject to any 6.5 provisions on discounting in the S-PALS Agreement or S-PALS RO, charge any individual Shipper for service under this Rate Schedule S-PALS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate charged may not be less than the applicable minimum rate for service under Rate Schedule S-PALS set forth in this Tariff. Unless otherwise agreed in the S-PALS Agreement or S-PALS RO, Transporter may at any time further change such rate (subject to any restrictions as to maximum or minimum rates set out in this Tariff, the S-PALS Agreement and/or S-PALS RO) upon twenty-four (24) hours' verbal notice to Shipper, which notice shall be confirmed in writing. Such notification shall specifically state the effective date of such rate change and the quantity of gas so affected. Transporter shall file with FERC any and all reports as required by FERC's Regulations with respect to the institution or discontinuance of any discount.
- 6.6 All revenues and gas in kind collected by Transporter as a result of providing service under this Rate Schedule S-PALS shall be retained by Transporter unless Transporter has otherwise explicitly agreed on a different disposition of such amounts. Where crediting or refund mechanisms apply under other provision(s) of this Tariff or pursuant to effective FERC orders or settlements, such mechanisms shall supersede this Section to the extent necessary to carry out such provision(s).

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RATE SCHEDULE S-PALS

7. QUANTITY

Each S-PALS RO shall specify in Dth the MAQ RO and a daily schedule of the quantities (including the MDQ RO) to be parked and/or loaned under the specific transaction. The daily schedule of returned volumes by the Shipper or Transporter shall also be specified in the S-PALS RO. The quantities may be specified as a range of volumes (maximum and minimum aggregate and daily quantities and the related time periods) to be parked and/or loaned and returned, and the schedule may include the flexibility to do either a park or a loan within specified volume and time limits. The schedule may provide for flexibility in total volumes and in the daily volumes parked and/or loaned, in the timing of the park or the loan (or any portion thereof), in the duration of the park and/or loan (or portion thereof), and/or in the timing of the completion of the park or loan (or portion thereof) by the return of gas to the Shipper or to Transporter, and shall specify the limits of the flexibility allowed. Subject to the flexibility specified in the S-PALS RO, the MDQ RO shall be the maximum quantity Transporter is obligated, on an interruptible basis, to receive from or deliver to Shipper hereunder on the specified day. The MAQ RO shall be the maximum aggregate quantity Transporter is obligated to hold or loan for the account of Shipper hereunder on an interruptible basis for the specific transaction covered by the S-PALS RO. The minimum aggregate and daily volumes to be parked and/or loaned and returned on an interruptible basis shall also be specified in the S-PALS RO schedule. The sum total of a Shipper's MAQ ROs and MDQ ROs shall not exceed the MAQ and MDQ specified in the S-PALS Agreement. If a Shipper exceeds the timing parameter in the applicable S-PALS RO (unless such failure is due to Transporter not confirming a nomination properly submitted), it shall be subject to overrun charges consistent with Section 6.2 of this Rate Schedule.

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

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- 8.2 Transporter shall require Mandatory Balancing effective the next day prior to issuing Operational Flow Orders pursuant to the notice provisions of Section 29.2 of the General Terms and Conditions of this Tariff, if Transporter reasonably determines that doing so would facilitate system operations and minimize the frequency and severity of Operational Flow Orders in the affected region(s).
- 8.3 In the event that Transporter notifies an S-PALS Shipper (a) under Section 3 hereof, such notice shall specify the parked balance to be removed or the loaned balance to be returned, up to the full MAQ, and the timeframe within which the balance must be effectuated, but the specified timeframe shall not be less than three (3) days (in onethird daily increments) from the date of notification. Transporter may allow additional time for contract balancing when operational conditions permit. Notification shall first be provided by telephone and then by facsimile, by e-mail or in writing. General notices will be posted on Transporter's Interactive Web Site. In instances when notification is required during times other than normal business hours, Transporter will provide such notification by telephone. To the extent Shipper fails to comply with such notice, the S-PALS RO shall terminate and the provisions of Section 8.4 shall apply.
 - (b) In the event that a Shipper fails to comply with the schedule of activities set forth in the applicable S-PALS RO, Transporter shall notify Shipper, and the S-PALS RO shall be subject to termination in accordance with the terms of such notice. The provisions of Sections 8.4(a) and 8.4(b) shall then apply.
- 8.4 (a) In the event that Shipper still has gas parked at the end of its contract term or because of failure to comply with the notice pursuant to Sections 3 and 8.3 above, the remaining balance shall be forfeited to Transporter, free and clear of any adverse claims.

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RATE SCHEDULE S-PALS

- (b) Conversely, if the Shipper has not redelivered gas which was loaned by Transporter by the end of its contract term or within the timeframe specified in the notice in Sections 3 and 8.3 above, the Shipper must purchase the unreturned balance at 150% of the highest Weekly Index Prices (WIPs) of the "Spot Gas Prices Delivered to Pipelines" for CIG or PEPL, as published in "Natural Gas Intelligence" during the term of the loan. In the event that the information used to determine the WIPs for the term of the loan is not available, then the Shipper must purchase the unreturned balance at 150% of the highest monthly index price of the "Spot Gas Priced Delivered to Pipelines" for CIG or PEPL, as published in "Natural Gas Intelligence" during the term of the loan. The amounts collected in excess of 100% of the highest Weekly or Monthly Index Price, as applicable, are subject to refund in accordance with Section 35 of the General Terms and Conditions of this Tariff. If Operational Flow Orders are in effect on the date Shipper is required to comply with the notice, Shipper shall be subject to the highest charges set forth in Section 29.2 of the General Terms and Conditions of this Tariff.
- (c) The tariff provisions of Sections 8.4(a) and (b) above will be implemented by Transporter on a non-discriminatory basis.
- 8.5 In circumstances where Shipper is unable to eliminate its S-PALS RO balance because Transporter is unable to accept the S-PALS RO nomination, Shipper shall take any action to reduce the balance which Transporter can accommodate and Shipper shall be granted additional time to eliminate its S-PALS RO balance corresponding to the time Transporter was unable to accept the S-PALS RO nomination. Shipper shall not incur any penalty or daily fees as to that portion of the balance resulting from Transporter's inability to accept the S-PALS RO nomination. Such extension shall only apply in instances where a Shipper's inability to eliminate the S-PALS RO balance is attributable to Transporter's inability to accept and confirm S-PALS RO nominations. Shipper remains responsible to nominate the appropriate level of transportation to meet Transporter's notification requirements.
- 9. GENERAL TERMS AND CONDITIONS

The applicable General Terms and Conditions of this Tariff are hereby made a part of this Rate Schedule. To the extent that the General Terms and Conditions are inconsistent with the provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern. Effective Date: 03/01/2003 Status: Effective FERC Docket: RP03-245-000 Original Sheet No. 148U.17 : Effective

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[FOR RATE SCHEDULE S-PALS]

Contract No.

KINDER MORGAN INTERSTATE GAS TRANSMISSION LLC (TRANSPORTER) STORAGE PARK AND LOAN SERVICE AGREEMENT DATED UNDER SUBPART OF PART 284 OF THE FERC'S REGULATIONS

- 1. SHIPPER is:
- Maximum Aggregate Quantity (Dth) (On any day, the total of all MAQ ROs can never exceed this quantity.)
- 3. Maximum Daily Quantity (Dth) (The total of all MDQ RO can never exceed this quantity.
- 4. TERM: through and month to month thereafter until terminated by prior written notice by either party; provided, however, that Shipper may terminate this Agreement prior to its expiration subject to payment of a mutually agreed exit fee. Termination shall not discharge any obligations accrued prior to such termination.
- 5. Service will be ON BEHALF OF: Shipper or Other:
- 6. SHIPPER'S ADDRESSES

TRANSPORTER'S ADDRESSES

7. This Agreement supersedes and cancels a Other:

Agreement dated

- 8. S-PALS Request Order: The form of the S-PALS RO attached hereto or such other mutually agreeable form, when executed by the parties shall evidence their agreement as to the terms of the particular transaction for the Storage Park and Loan Service pursuant to this Agreement, including the quantity, rate, Receipt and Delivery Points for parking and lending and the term. The S-PALS RO may specify a range for the quantity and term of a Park and Loan. A single S-PALS RO may cover both a park and loan within limits specified.
- 9. PARK AND LOAN QUANTITY:
 - (i) Park Service: shall consist of Transporter's receipt of a quantity of natural gas at the designated point(s) on the designated date(s), requested by Shipper under an S-PALS RO and approved by Transporter; Transporter's holding of such parked quantity of gas for Shipper's account and Transporter's redelivery of the parked quantity of gas to Shipper at the designated point(s) and on the designated date(s) set forth in such S-PALS RO.
 - (ii) Loan Service: shall consist of Transporter lending a specified quantity of natural gas, requested by Shipper and approved by Transporter, from designated point(s) set forth in Shipper's S-PALS RO and the Shipper's redelivery of and Transporter's acceptance of such volumes for Shipper's account at the designated point(s) on the designated date(s) set forth in such S-PALS RO.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 148U.18 First Revised Sheet No. 148U.18 Superseding: Original Sheet No. 148U.18

[FOR RATE SCHEDULE S-PALS]

Contract No.

KINDER MORGAN INTERSTATE GAS TRANSMISSION LLC (TRANSPORTER) STORAGE PARK AND LOAN SERVICE AGREEMENT DATED UNDER SUBPART _____ OF PART 284 OF THE FERC'S REGULATIONS (CON'T)

10. RATES:

Except as otherwise provided below or in any written agreement(s) between the (i) parties in effect during the term hereof, or pursuant to Shipper's election to nominate service consistent with the terms of the applicable service discount rate offers posted by Transporter on its Interactive Website from time-to-time, Shipper shall pay Transporter the applicable maximum rate(s) and all other lawful charges as specified in Transporter's applicable rate schedule. Shipper and Transporter may agree that Shipper shall pay a rate other than the applicable maximum rate so long as such rate is between the applicable maximum and minimum rates specified for such service in the Tariff. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. The parties may agree that a specified discounted rate will apply only to specified volumes (MDQ, MAQ or commodity volumes) under the agreement; that a specified discounted rate will apply only if specified volumes are achieved or the volumes do not exceed a specified level; that a specified discounted rate will apply only during specified periods of the year or for a specifically defined period; that a specified discounted rate will apply only to specified points, zones or other defined geographical area(s); and/or that a specified discounted rate(s) will apply in a specified relationship to the volumes actually tendered. If the parties agree upon a rate other than the applicable maximum rate, such written Agreement(s) shall specify that the parties mutually agree either: (1) that the agreed rate is a discount rate; or (2) that the agreed rate is a Negotiated Rate (or Negotiated Rate Formula). In the event that the parties agree upon a Negotiated Rate or Negotiated Rate Formula, this Agreement shall be subject to Section 36 of the General Terms and Conditions of Transporter's Tariff.

(ii) Shipper and Transporter may agree to early termination of this Agreement subject to Shipper paying to Transporter a mutually agreed upon exit fee set forth in the S-PALS RO.

11. The above-stated Rate Schedule, as revised from time to time, controls this Agreement and is incorporated herein. The attached is a part of this Agreement. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF COLORADO, AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT. This Agreement states the entire agreement between the parties and no waiver, representation or agreement shall affect this Agreement unless it is in writing.

Agreed to by:

Transporter	Shipper
BY:	BY:
NAME:	NAME:
TITLE:	TITLE:

Effective Date: 03/01/2003 Status: Effective FERC Docket: RP03-245-000 Original Sheet No. 148U.19 Original Sheet No. 148U.19 : Effective

RO No.: S-PALS REQUEST ORDER FORM DATED Shipper: Type of Service: Park Loan Initiation Point Name(s) and PIN(s): MAQ RO: Completion Point Name(s) and PIN(s) Minimum Aggregate Quantity Term: Start End S-PALS Agreement #: Schedule: Date(s) Service to be Provided Daily Quantity (Dth) (May Reflect a Range of Dates) (May Reflect a Range of Volumes) _____ -----_____ Park or Loan Payback Loan or Park Withdrawal Minimum Maximum Minimum Maximum From Through

(Dth)

Rates: Rates may vary based on volume, time period, etc., as set out in the Pro Forma Service Agreement. Park or Loan Payback = volumes which Transporter RECEIVES from Shipper.

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Park or Loan Withdrawal = volumes which Transporter DELIVERS to Shipper.

Inital Rate:

Completion Rate:

Park/Loan Balance Rate:

Service will be ON BEHALF OF: Shipper [] or Other []

SHIPPER'S CONTACT AND ADDRESS

Phone: Fax: Other Conditions (if any): Agreed to by: TRANSPORTER SHIPPER BY: BY: NAME: NAME: TITLE: TITLE:

Effective Date: 05/01/2002 Status: Effective FERC Docket: RP02-202-000 First Revised Sheet No. 149 First Revised Sheet No. 149 : Effective Superseding: Original Sheet No. 149

> TRANSPORTATION, NO-NOTICE PARK AND LOAN AND STORAGE SERVICES CREDIT APPLICATION

KINDER MORGAN INTERSTATE GAS TRANSMISSION LLC

P.O. Box 281304 Lakewood, Colorado 80228-8034

Customer Name and Address:

Type of business: Corporation Partnership Individual Other Specify

State incorporated in: Tax ID Number:

Number of years in business under current name:

Has the customer changed its name in the last 5 years? Yes $$\rm No$$

If yes, furnish prior name & address:

List the three principal owners, stockholders, partners, or officers of the customer:

Name	Name	Name
Title	Title	Title
Address	Address	Address

Phone Phone Phone

If a wholly owned subsidiary, name and address of parent:

Is Parent company responsible for subs debts? Yes No If yes, please furnish documentation. Billing Address Contact Person Phone

Amount of Credit Requested: \$ Net Worth: \$

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 150 original Sheet No. 150 : Effective

CREDIT APPLICATION - continued

Please Furnish One Bank Reference

Name:	Phone:
Address:	Account Types:
	Account Nos.:
Contact:	

Please Furnish Two Business Credit References

Name:	Name:	
Address	Address:	
Contact:	Contact:	
Phone:	Phone:	

Customer's estimate of activity under all transportation agreements and storage agreements with Kinder Morgan Interstate Gas Transmission LLC:

Estimated Monthly Transportation Charges \$_____ Is Customer:

- Operating under federal bankruptcy laws? Yes No
- Subject to liquidation or debt reduction procedures under state laws? Yes_ No_
- Subject to pending liquidation or regulatory proceedings in state or federal courts which could cause a substantial deterioration of Shipper's financial condition?
 Yes_ No_
- Subject to any collection lawsuits or outstanding judgements which would affect Shipper's ability to remain solvent? Yes_ No_
- Attach copies of your financial statements (to include, at least, two most recent years on an annual basis and 3 most recent monthly or quarterly statements).
- Attach a copy of your most recent Annual Report and SEC Form 10-K, if applicable.

Effective Date: 12/28/1999 Status: Effective FERC Docket: GT00- 19-000 Original Sheet No. 151 original Sheet No. 151 : Effective

CREDIT APPLICATION - continued

If credit is approved, payment terms will be indicated in the contract. Invoices not paid within these terms may result in customer being placed on a cash in advance basis and/or having transactions suspended until entire balance due is paid. We reserve the right to limit or revoke the amount of credit extended to a customer. We reserve the right to require an irrevocable letter of credit or deposit before extending credit to a customer; you will be notified if such an instrument is required. To avoid delays, be sure your credit is approved before any sales or transports are scheduled. Information provided on this application will be held in strictest confidence and used only by the Company, in making a credit evaluation.

NOTICE

ALL INVOICES PAID AFTER DUE DATE WILL BE ASSESSED A LATE PAYMENT SERVICE CHARGE OF THE MAXIMUM ALLOWED BY TARIFF OR APPLICABLE LAW. IN THE EVENT THE APPLICANT BECOMES DELINQUENT IN THE PAYMENT OF INVOICES, THE APPLICANT AGREES TO REIMBURSE THE COMPANY FOR ALL COLLECTION COSTS, LEGAL FEES AND COURT COSTS, IF NOT PROHIBITED BY LAW, THAT ARE INCURRED IN THE COLLECTION PROCESS. STATE LAW MAY FORBID THE DISCLOSURE OF FINANCIAL INFORMATION BY A FIRM WITHOUT THE WRITTEN CONSENT OF ITS CUSTOMER. THEREFORE, THE FOLLOWING CONSENT IS PROVIDED: I HEREBY AUTHORIZE DISCLOSURE OF FINANCIAL INFORMATION BY ALL REFERENCES LISTED ON CREDIT APPLICATION TO KINDER MORGAN INTERSTATE GAS TRANSMISSION LLC, THE APPLICANT HAS READ AND AGREES TO ALL TERMS AND CONDITIONS APPEARING ON THIS FORM.

COMPANY NAME

SIGNATURE

DATE

TITLE

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 Second Revised Sheet No. 152 Second Revised Sheet No. 152 : Effective Superseding: Sheet Nos 152 - 159 RATE SCHEDULE CMC-1 Cheyenne Market Center Service

1. AVAILABILITY

This Rate Schedule CMC-1 is available to any entity (hereinafter referred to as "Shipper") which has requested firm Cheyenne Market Center Service pursuant to Section 3 of this Rate Schedule, and after review and acceptance of such request by Kinder Morgan Interstate Gas Transmission LLC (hereinafter called "Transporter"), has executed a Service Agreement with Transporter for service under this Rate Schedule. Such Service Agreement shall be in the form contained in Kinder Morgan Interstate Gas Transmission LLC's FERC Gas Tariff, Volume No. 1-A, of which this Rate Schedule CMC-1 is a part. Transporter is not obligated to provide service for which capacity is not available, or which would require the construction or the acquisition of new facilities, or the modification or expansion of existing facilities.

2. APPLICABILITY AND CHARACTER OF SERVICE

The firm service provided hereunder is comprised of the receipt of gas at the applicable Cheyenne Market Center receipt point(s), storage of gas in Transporter's storage facility up to the Maximum Storage Volume ("MSV") set forth in the Service Agreement, and the subsequent redelivery of gas back to the applicable Cheyenne Market Center delivery point(s) on a uniform hourly basis, subject to the General Terms and Conditions of this Tariff and further provisions of the Service Agreement. Shipper will be responsible for arranging transportation service on any upstream or downstream pipeline(s) such that Transporter's performance of service under this Rate Schedule is not impaired. Transporter shall not be liable for actions of any upstream or downstream pipeline.

- 2.1 Receipt and Delivery Points:
 - A. Shipper may designate in the Service Agreement one or more primary points of receipt, each of which will have a Maximum Daily Receipt Quantity ("MDRQ") net of the Fuel, Loss and Unaccounted For Reimbursement Quantity.
 - B. Shipper may designate in the Service Agreement one or more primary points of delivery, each of which will have a Maximum Daily Delivery Quantity ("MDDQ") net of the Fuel, Loss and Unaccounted For Reimbursement Quantity.

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 First Revised Sheet No. 153 First Revised Sheet No. 153 : Effective Superseding: Original Sheet No. 153

- C. Points of receipt and delivery for CMC-1 service, as well as for capacity release of CMC-1 service, will be listed on Transporter's Cheyenne Market Center Master Point List ("MPL") on its interactive website. Any MPL point that a Shipper does not select as a primary point shall be available to a Shipper, or Replacement Shipper, as a secondary point of receipt or delivery, as applicable.
 - Shipper may nominate from secondary points of receipt up to the aggregate MDRQ capacity, which has been reserved in the Cheyenne Market Center area.
 - Shipper may nominate to secondary points of delivery up to the aggregate MDDQ capacity, which has been reserved in the Cheyenne Market Center area.
 - 3. To be valid points on the MPL, meters must have telemetered electronic flow measurement, flow control equipment, be designated by Transporter as Cheyenne Market Center Points, and be located on or within the area of facilities designated to provide service under Rate Schedule CMC-1, as defined herein.
 - 4. Points may be added to the MPL by Transporter at its sole discretion.
 - 5. Points may be deleted from the MPL by Transporter from time-to-time consistent with the Commission's rules and regulations.
- D. Service provided at the primary and secondary points of receipt and primary and secondary points of delivery shall be provided on a firm basis subject to the nomination, scheduling, curtailment and interruption provisions of the General Terms and Conditions of this Tariff.

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 First Revised Sheet No. 154 First Revised Sheet No. 154 : Effective Superseding: Original Sheet No. 154

RATE SCHEDULE CMC - continued

2.2 Interaction with other Transportation Services:

Shipper may utilize the service under this Rate Schedule CMC-1 in conjunction with a separate transportation agreement, by nominating under a separate transportation agreement, a receipt from or delivery to the Huntsman Storage point together with a nomination to use CMC-1 Service. In addition to the applicable Reservation Charge paid under this Rate Schedule CMC-1 and charges incurred under the separate transportation service agreement, Shipper shall pay the applicable Commodity Injection or Commodity Withdrawal Charge, as appropriate, and the FL&U factor(s) under this Rate Schedule CMC-1, for such activity. When this option is elected, the transportation service utilized shall be subject to the provisions of the applicable transportation rate schedule.

- 3. SERVICE DEFINITIONS
 - 3.1 MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ") Shall mean the maximum quantity of natural gas that Transporter agrees to receive on any day at a Primary Receipt Point as specified in the executed Service Agreement net of the Fuel, Loss and Unaccounted For Reimbursement Quantity. The sum of all MDRQ's shall equal the IQ.
 - 3.2 MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ") Shall mean the maximum quantity of natural gas that Transporter agrees to deliver on any day at a Primary Delivery Point as specified in the executed Service Agreement net of the Fuel, Loss and Unaccounted For Reimbursement Quantity. The sum of all MDDQ's shall equal the WQ.
 - 3.3 MAXIMUM DAILY WITHDRAWAL QUANTITY ("WQ") Shall mean the maximum quantity of natural gas that Transporter agrees to withdraw from its storage facilities on any day. The total of the MDDQs in the executed Service Agreement shall equal the Shipper's full WQ, which shall equal the product of 0.0104 multiplied by the MSV.
 - 3.4 MAXIMUM DAILY INJECTION QUANTITY ("IQ") Shall mean the maximum quantity of natural gas that Transporter agrees to receive from Shipper at the inlet side of Transporter's storage facilities for injection into storage on any day. The total of the MDRQs specified in the executed Service Agreement shall equal the Shipper's full IQ, which shall equal the product of 0.0064 multiplied by the MSV.

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 First Revised Sheet No. 155 First Revised Sheet No. 155 : Effective Superseding: Original Sheet No. 155 RATE SCHEDULE CMC-1 (continued)

3.5 MAXIMUM STORAGE VOLUME ("MSV") - Shall mean the maximum quantity of natural gas Transporter agrees to store on behalf of the Shipper at the Transporter's storage facilities on any day. Shipper's MSV shall be as specified in the executed Service Agreement.

4. VALID REQUESTS FOR SERVICE

- 4.1 A request for service under this Rate Schedule CMC-1 shall be valid as of the date received if it complies with this Section and contains adequate information on all of the items specified, subject to any necessary verification of such information and to the following:
 - A request shall not be valid and Transporter shall not be Α. required to grant any such request: (1) for which adequate capacity is not available on any portion of Transporter's System necessary to provide such service; (2) for which Transporter does not have the operational capability to effect receipt, transportation, storage or delivery on a firm basis consistent with the terms and conditions of this Rate Schedule CMC-1; (3) which would require the construction, modification, expansion, or acquisition of any facilities; provided, however, that Transporter may agree in its sole discretion to construct, modify, expand, or acquire facilities to enable it to perform such services; (4) unless and until Shipper has provided Transporter with the information required in Section 4.2 hereof; (5) if Transporter determines, based on the credit analysis referenced in Section 4.2(f), that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis; (6) if the service requested would not comply with this Rate Schedule CMC-1; or (7) if the service requested is at less than the applicable maximum rate; provided, however, that Transporter may agree to provide service hereunder at a discount or at a negotiated rate consistent with this Rate Schedule CMC-1. Nothing herein is intended to govern the curtailment of service once a request for service has been granted pursuant to this Section and while a CMC-1 Service Agreement is in effect. Such curtailment is governed by the General Terms and Conditions of this Tariff.

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 First Revised Sheet No. 156 First Revised Sheet No. 156 : Effective Superseding: Original Sheet No. 156

- RATE SCHEDULE CMC-1 (continued)
- B. Transporter shall promptly notify Shipper if it cannot satisfy an otherwise valid request, in whole or in part, due to lack of capacity or system capability or if the request is incomplete or does not comply with this Rate Schedule CMC-1.
 - 1. Any request shall be null and void unless it is substantially complete and complies with this Rate Schedule CMC-1. In the event a request is substantially but not entirely complete, Transporter shall inform Shipper in writing of the specific items needed to complete the CMC-1 Service Agreement, after which Shipper shall have ten (10) days to provide the specified information. In the event such information is not received within ten (10) days, Shipper's request shall be null and void.
 - 2. Transporter shall tender a CMC-1 Service Agreement to Shipper for execution when Shipper's written request for service is accepted. Unless waived by Transporter, a request for service shall be invalid if Shipper fails to execute a CMC-1 Service Agreement hereunder within ten (10) days after a CMC-1 Service Agreement has been tendered by Transporter for execution.
- 4.2 Requests for service hereunder shall be deemed valid only after the information specified in this Section is provided by Shipper via Transporter's Interactive Website or in writing to:

Kinder Morgan Interstate Gas Transmission LLC 500 Dallas Suite 1000 Houston, TX 77002 Attention: Transportation / Storage Services

Telephone: (713) 369-9000 Facsimile: (713) 369-9325 Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 First Revised Sheet No. 157 First Revised Sheet No. 157 : Effective Superseding: Original Sheet No. 157

RATE SCHEDULE CMC-1 (continued)

- 4.3 The information required for a valid request shall be as follows:
 - A. GAS QUANTITIES

The request shall specify in Dth the Maximum Storage Contract Volume ("MSV"), the MDRQ for each primary point, which in aggregate shall equal the product of 0.0064 and the MSV, and MDDQ for each primary point, which in aggregate shall equal the product of 0.0104 and the MSV, with the MDRQ and MDDQ stated exclusive of the applicable Fuel, Loss and Unaccounted For Reimbursement Quantity. The availability of the MSV, MDRQ and MDDQ on any day are subject to the provisions of this Rate Schedule CMC-1 and the General Term and Conditions of Transporter's FERC Gas Tariff.

B. RECEIPT POINT(S)

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

C. DELIVERY POINT(S)

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

D. LIMITATION OF POINTS

A Shipper may request only those points listed on the MPL as designated CMC-1 Receipt and Delivery Points.

E. TERM OF SERVICE

The request shall specify the date service is requested to commence, and the date service is requested to terminate. However, the term of service hereunder shall be no less than one (1) year, unless otherwise agreed to in writing by Transporter, and shall be set forth in the CMC-1 Service Agreement between Shipper and Transporter.

F. CREDIT

Acceptance of a request is contingent upon a satisfactory credit appraisal by Transporter in accordance with the General Terms and Conditions of this Tariff. Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 First Revised Sheet No. 158 First Revised Sheet No. 158 : Effective Superseding: Original Sheet No. 158

RATE SCHEDULE CMC-1 (continued)

G. COMPLIANCE WITH CMC-1 TARIFF

Submission of a request for service hereunder shall be deemed agreement by Shipper that it will abide by the terms and conditions of this Rate Schedule CMC-1, including the applicable General Terms and Conditions of this Tariff.

H. COMMISSION-REQUIRED FILING INFORMATION

The following information is to be provided at the time a request for service hereunder is submitted, if available, or when an initial nomination for service under an executed CMC-1 Service Agreement is submitted, and when any subsequent changes occur:

- 1. Affiliation of the Shipper with Transporter;
- The identity of the Shipper, including whether it is a local distribution company, an interstate pipeline company, an intrastate pipeline company, an end user, a producer, or a marketer;
- The state(s) where the field or well producing the gas to be transported is located; and
- 4. The state(s) of the ultimate end user of the gas.
- I. SHIPPER CONTACT INFORMATION

Specify the person(s) to be contacted by Transporter in connection with the CMC-1 Service Agreement.

5. RATE

The applicable rates, including any surcharges applicable to CMC-1 Service, are set forth in Volume 1-A of this FERC Gas Tariff, as revised from time to time. Unless otherwise agreed in writing between Transporter and Shipper under Section 36 of the General Terms and Conditions of this Tariff, the applicable rate shall not be in excess of the maximum rate nor less than the minimum rate. Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 Original Sheet No. 158A Original Sheet No. 158A : Effective

- Subject to Section 36 of the General Terms and Conditions of this 5.1 Tariff, Shipper shall pay Transporter each month under this Rate Schedule CMC-1 the sum of the following amounts:
 - a Transportation Reservation Charge, which shall equal the result of the Shipper's MSV divided by 12 multiplied by the (a) Transportation Reservation Rate;
 - a Transportation Commodity Charge, which shall equal the (b) Transportation Commodity Rate multiplied by each Dth of gas (net of fuel) delivered;
 - a Storage Deliverability Reservation Charge, which shall (C) equal the result of the Shipper's MSV divided by 12 multiplied by the Storage Deliverability Reservation Rate;
 - a Storage Capacity Reservation Charge, which shall equal result of the Shipper's MSV divided by 12 multiplied by the (d) Storage Capacity Reservation Rate;
 - (e) a Storage Injection Charge, which shall equal the Storage Injection Rate multiplied by the volume in Dth of gas injected by Transporter;
 - (f) a Storage Withdrawal Charge, which shall equal the Storage Withdrawal Rate multiplied by the volume in Dth of gas withdrawn by Transporter; and
 - (a) any Overrun charge, if applicable.

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 First Revised Sheet No. 159 First Revised Sheet No. 159 : Effective Superseding: Original Sheet No. 159

- 5.2 Where a Shipper has agreed to pay a Negotiated Rate or a rate under a Negotiated Rate Formula, the rates assessed hereunder shall be governed by Section 36 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate or a rate under a Negotiated Rate Formula shall specify the Negotiated Rate or Negotiated Rate Formula on which the Shipper is willing to agree.
- 5.3 Shipper shall reimburse Transporter within five (5) days after costs have been incurred by Transporter for all fees required by the Commission or any regulatory body including, but not limited to, filing, reporting, and application fees to the extent such fees are specifically related to service for that Shipper hereunder and are not generally applicable fees.
- 5.4 If Transporter in its reasonable discretion, agrees to construct, acquire or modify any facilities to perform service hereunder as specified in an agreement between the Transporter and applicable Shipper(s), the applicable Shipper(s) signing such an agreement shall reimburse Transporter for the cost of such facilities or facility modifications either:
 - A. As a contribution-in-aid of construction associated with such facilities, including a gross-up for applicable state and federal income tax expense; or
 - B. Transporter shall assess a monthly charge reflecting such facility costs including an obligation to reimburse Transporter, upon demand, if transportation service is terminated prior to the agreed upon reimbursement period.
- 5.5 The ACA charge, and any other applicable surcharges, will be assessed when applicable, as provided in the General Terms and Conditions of this Tariff, on volumes delivered by Transporter for Shipper under this Rate Schedule CMC-1.
- 5.6 A. Transporter shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in: (1) the rates and charges applicable under this Rate Schedule CMC-1, including both the level and design of such rates and charges; or (2) the terms and conditions of this Rate Schedule CMC-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff, as may be found necessary, to assure that its provisions are just and reasonable.

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 Original Sheet No. 160 original Sheet No. 160 : Effective

- в. If, at any time and from time-to-time, the Commission or any other governmental authority having jurisdiction in the premises allows or permits Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the CMC-1 Service Agreement or a separate discount agreement, be increased to the highest such rate. Should additional documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within ten (10) days after a written request by Transporter. If, at any time and from time to time, the Commission or any other governmental authority having jurisdiction in the premises requires Transporter to charge a higher or lower rate for service hereunder, the rate shall be increased or decreased to such level, subject to any contrary provision of the CMC-1 Service Agreement or any discount or negotiated rate agreement.
- 5.7 Overrun Service.
 - Authorized Overruns shall be the quantity of Gas nominated Α. and scheduled as service hereunder that exceeds the contract aggregate MDRQ, aggregate MDDQ or MSV. Authorized Overruns and interruptible service(s) shall have equal scheduling priority, and shall be scheduled based on rate from highest to lowest, except that any negotiated rates in excess of maximum rates shall be deemed as maximum rates for scheduling purposes. Authorized Overrun and interruptible services at the same rates shall be scheduled pro rata. Shipper shall pay for any Dth of Authorized Overrun, the product of the Authorized Overrun volume multiplied by the applicable CMC-1 Service Overrun rate set forth on the applicable tariff sheet of this Volume No. 1-A, subject to any contrary provision of the CMC-1 Service Agreement or a separate discount agreement. Inventory volume less than zero shall not be allowed. On any day which the inventory volume is less than zero, including upon contract termination, such negative inventory volume shall be charged the maximum CMC-1 Service Overrun rate and automatically cashed out at 200% of the highest average daily price for gas at Chevenne for the month as published in Gas Daily under the Daily Price Survey.

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 Original Sheet No. 161 original Sheet No. 161 : Effective

RATE SCHEDULE CMC-1 (continued)

- B. During times of system constraint or critical time under Section 29 of the General Terms and Conditions of this Tariff, Shippers will be subject to a daily Unauthorized Overrun charge as stated on the applicable tariff sheet of this Volume 1-A for any gas that is tendered to Transporter by Shipper for receipt or delivery which has not been nominated and confirmed by Transporter and that exceeds either the aggregate MDRQ, aggregate MDDQ, or MSV as stated in the Service Agreement, unless otherwise agreed to in writing.
- 5.8 Fuel, Loss and Unaccounted For Reimbursement Quantity. The Fuel, Loss and Unaccounted For Reimbursement Quantity shall be that portion of Shipper's natural gas received by Transporter for transportation and storage which shall be retained by Transporter as compensation for gas used in rendering service, including Company-used Gas, and Lost and Unaccounted-for Gas. Shipper shall reimburse Transporter for the Fuel, Loss and Unaccounted For Reimbursement Quantity required in transporting and storing gas hereunder at the maximum rate set forth in Volume 1-A of this FERC Gas Tariff.
- 6. SERVICE CONDITIONS
 - 6.1 Redelivery of Stored Gas.

Available withdrawal quantities of gas will vary according to the percentage of Shipper's stored volume to the MSV. In order for the Shipper's full WQ to be available, a minimum inventory greater than fifteen percent (15%) of its MSV must be in the Shipper's storage account. If the Shipper's stored volume is equal to or less than 15% of its MSV, the Shipper's withdrawal rights will be reduced as follows:

Inventory =	15% but > 5% of MSV	50%	WQ	rights
Inventory =	5% of MSV	25%	WQ	rights
Inventory =	0	0	WQ	rights

WQ Overruns will be charged during reduced withdrawal rights periods for quantities withdrawn in excess of the applicable reduced WQ amount.

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 Original Sheet No. 162 original Sheet No. 162 : Effective

- 6.2 In-Ground Transfers of Storage Volume. Shipper may transfer, by sale or otherwise, all or a portion of its gas in storage under Rate Schedule CMC-1 to or from another CMC-1, CMC-2, FSS, ISS, or NNS Shipper, subject to the following conditions:
 - A. To conduct an In-Ground Transfer the following are required:
 - The In-Ground Transfer does not cause Transporter's obligation to provide firm service to increase and the transfer does not otherwise adversely affect Transporter's operations, which determinations shall be made at Transporter's sole discretion;
 - Both the transferee and transferor of the stored volume provide Transporter with verification of the transfer in writing on a Business Day at least four (4) hours prior to the Evening Nomination Cycle for the Date of Transfer;
 - The In-Ground Transfer does not cause either Shipper's storage inventory balance to go below zero (0) or above MSV as specified in the applicable service agreement(s); and
 - 4. Transfers shall be effective as of the start of the Date of Transfer, assuming receipt of the verification required in Section 6.2A.2, above. Transporter shall recognize the transfer for purposes of computing available stored volume on and after the Date of Transfer.
 - Shippers will not be allowed to avoid overrun charges or any penalties via an In-Ground Transfer, unless otherwise agreed to in writing by Transporter.
 - The party receiving the In-Ground Transfer agrees to pay any applicable charges at the time of the transfer for which the party delivering the transfer has not previously paid.
 - B. In addition to the conditions set forth above, In-Ground Transfers from FSS or NNS service to CMC-1 service shall be allowed only if the In-Ground Transfer from NNS or FSS to CMC-1 is not used to satisfy any cycling requirements applicable under NNS or FSS service unless otherwise agreed to in writing.

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 Original Sheet No. 163 original Sheet No. 163 : Effective

RATE SCHEDULE CMC-1 (continued)

- C. Upon expiration of the CMC-1 Agreement, any gas remaining in storage will be treated and billed as if it were a PALS Agreement. Any gas remaining in inventory sixty (60) Days after expiration of the CMC-1 Agreement will be confiscated by Transporter.
- 6.3 Shipper may not effectuate transfers to or from volumes stored under this Rate Schedule CMC-1 that resolve transportation imbalances existing under FT, IT or NNS (including SCS rate convention customers) Agreements.
- 6.4 In the event of Capacity Release under this CMC-1 Rate Schedule, in the aggregate or which results in separate storage and transportation components, the releasing Shipper's WQ and IQ shall be reduced by the corresponding amount of MDRQ and MDDQ released, pursuant to Section 3 of this CMC-1 Rate Schedule.
- 7. GENERAL TERMS AND CONDITIONS

The provisions of the General Terms and Conditions of this Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule CMC-1. To the extent that the General Terms and Conditions of this Tariff are inconsistent with the provisions of this Rate Schedule CMC-1, the provisions of this Rate Schedule CMC-1 shall govern. Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 164 First Revised Sheet No. 164 Superseding: Original Sheet No. 164

Contract No.

FORM OF CHEYENNE MARKET CENTER-1 SERVICE AGREEMENT (APPLICABLE TO RATE SCHEDULE CMC-1)

This Agreement ("Agreement") is made and entered into by Kinder Morgan Interstate Gas Transmission LLC, a Colorado corporation ("Transporter") and by the Party(s) named in Article XIII ("Shipper").

In consideration of the premises and of the mutual covenants, the parties do agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule CMC-1, Transporter agrees to receive from, or for the account of, Shipper for transportation on a firm basis quantities of natural gas tendered by Shipper on any day at the primary Receipt Point(s) up to the applicable Maximum Daily Receipt Quantity for such Receipt Point. Shipper shall not tender on any day, a quantity of natural gas in excess of the aggregate Maximum Daily Receipt Quantity or the Maximum Daily Receipt Quantity at any one primary point, without the prior consent of Transporter. Transporter agrees to store such received quantity of gas for the account of the Shipper, less the Fuel, Loss and Unaccounted For Reimbursement Quantity and other deductions, up to the Maximum Storage Volume as specified in Article XIII.

Transporter agrees to subsequently redeliver stored quantity of natural gas to, or for the account of, the Shipper at the primary Delivery Point(s), up to the applicable Maximum Daily Delivery Quantity for such Delivery point, the volume nominated by the Shipper, and Shipper agrees to accept or cause acceptance of delivery of these quantities; provided, however, that Transporter shall not be obligated to deliver on any day, a quantity of natural gas in excess of the aggregate Maximum Daily Delivery Quantity or the Maximum Daily Delivery Quantity at any one primary point.

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth below and shall remain in full force and effect in accordance with the terms of this Service Agreement.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 165 First Revised Sheet No. 165 Superseding: Original Sheet No. 165

Contract No.

FORM OF CHEYENNE MARKET CENTER-1 SERVICE AGREEMENT - continued

ARTICLE III RATE SCHEDULE

Shipper shall pay Transporter for all services rendered and for the availability of such service at rates filed under Transporter's CMC-1 Rate Schedule as set forth in Volume No. 1-A of Transporter's FERC Gas Tariff and as the same may be hereafter revised or changed. Unless otherwise agreed in writing between Transporter and Shipper, and pursuant to Section 36 of the General Terms and Conditions of this Tariff, the rates to be charged Shipper for transportation shall not be more than the maximum rate under Rate Schedule CMC-1, nor less than the minimum rate under Rate Schedule CMC-1.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's applicable Rate Schedules and of Transporter's General Terms and Conditions of this Tariff on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which Rate Schedules and General Terms and Conditions of this Tariff are by this reference made a part hereof.

Shipper agrees that 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 service pursuant to Transporter's Rate Schedule CMC-1, (b) Transporter's Rate Schedule CMC-1, pursuant to which service is rendered, or (c) any provision of the General Terms and Conditions of this Tariff applicable to Rate Schedule CMC-1.

ARTICLE IV PRIMARY RECEIPT POINT(S)

Natural gas to be received by Transporter for the account of Shipper shall be delivered by Shipper and received by Transporter on the outlet side of the measuring station(s) at the primary Receipt Point(s) specified in Appendix A, with the primary Receipt Point facility number ("PIN"), Maximum Daily Receipt Quantity and PIN Name as set forth in Appendix A.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 166 First Revised Sheet No. 166 Superseding: Original Sheet No. 166

Contract No.

FORM OF CHEYENNE MARKET CENTER-1 SERVICE AGREEMENT - continued

ARTICLE V PRIMARY DELIVERY POINTS

Natural gas to be delivered by Transporter for the account of Shipper shall be delivered by Transporter and received by Shipper on the outlet side of the measuring station(s) at or near the primary Delivery Point(s) specified in Appendix B, with the PIN, PIN Name and Maximum Daily Delivery Quantity indicated for each such Delivery Point as set forth in Appendix B.

ARTICLE VI

QUALITY

All natural gas tendered to Transporter for transportation for the account of Shipper at the Receipt Point(s) shall conform to the quality specifications set forth in Section 4 of the General Terms and Conditions of this Tariff, as revised from time to time unless otherwise agreed to in writing. Transporter may refuse to take delivery of any gas for transportation that does not meet such quality specifications.

ARTICLE VII INTERPRETATION

The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Colorado.

This Agreement, and all its rates, terms and conditions, shall at all times be subject to modification by order of the FERC upon notice and hearing and a finding of good cause therefore. In the event that any party to this Agreement requests the FERC to take any action which could cause a modification in the conditions of this Agreement, that party shall provide written notice to the other parties at the time of filing the request with the FERC.

ARTICLE VIII AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede and cancel any other firm agreements between the parties for the same service.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 167 First Revised Sheet No. 167 Superseding: Original Sheet No. 167

Contract No.

FORM OF CHEYENNE MARKET CENTER-1 SERVICE AGREEMENT - continued

ARTICLE IX CERTIFICATIONS

By executing this Agreement, Shipper certifies that: (1) Shipper has a valid right to deliver the gas to be transported by Transporter; (2) Shipper has, or will have, entered into all arrangements necessary for the commencement of deliveries to Transporter; and (3) Shipper has a transportation contract(s) or will enter into such a transportation contract(s) with the party ultimately receiving the gas, prior to the commencement of service.

ARTICLE X

Except as otherwise provided or as provided in the General Terms and Conditions of Transporter's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties as follows:

(a) Transporter Addresses:

Kinder Morgan Interstate Gas Transmission LLC Attn: Marketing 370 Van Gordon Street PO Box 281304 Lakewood, CO 80228-8304 E-mail: WRGP@kindermorgan.com

(b) Shipper: As shown in Article XIII or such other address, as either party shall designate by formal written notice. Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 168 First Revised Sheet No. 168 Superseding: Original Sheet No. 168

Contract No.____

FORM OF CHEYENNE MARKET CENTER-1 SERVICE AGREEMENT - continued

ARTICLE XI SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of any successor(s), substantially as an entirety, to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except as provided in Section 23 of the General Terms and Conditions of this Tariff, neither Transporter nor Shipper shall assign this Agreement or its rights hereunder.

ARTICLE XII CAPACITY RELEASE

Shipper may release its capacity under this firm Cheyenne Market Center Service Agreement, up to Shipper's Maximum Storage Volume, in accordance with the provisions of Rate Schedule CMC-1 and the General Terms and Conditions of Transporter's FERC Gas Tariff.

	ive Date: 10/19/2009 Status: Effective Docket: RP09-1050-000	
	ond Revised Sheet No. 169 Second Revised rseding: First Revised Sheet No. 169	d Sheet No. 169
		Contract No.
	AR	NTER-1 SERVICE AGREEMENT - continued TICLE XIII IC INFORMATION
1.	Cheyenne Market Center Service Agreemen LLC ("Transporter") and	t between Kinder Morgan Interstate Gas Transmission ("Shipper").
2.	Contract Date: / /	
3.	This Agreement is: (Check one) effective(Date or Event) and effective(Date or Event) (Am CMC-1 Contract No	is the original contract. endment No) and amends and restates effective(date)
4.	Term: (Date, Period-of-Time or Event)	to (Date, Period-of-Time or Event)
5.	Shipper Contact Information (Shipper Na	me, Address, Phone, E-mail):
6.	Maximum Storage Volume: (Date, Period-of-Time or Event)	Dth
7.	Injection Quantity: (Date, Period-of-Time or Event)	Dth per day
8.	Withdrawal Quantity: (Date, Period-of-Time or Event)	Dth per day

9. Rates:

Reservation Rate: (Pursuant to Section 5.1 of Rate Schedule CMC-1 of Volume No. 1-A of the Tariff). Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to in writing as a discount or negotiated rate pursuant to Sections 33 and 36, respectively, of Volume No. 1-B of the Tariff.

Commodity Rate: (Pursuant to Section 5.1 of Rate Schedule CMC-1 of the Tariff). Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to in writing as a negotiated rate pursuant to Section 36 of the General Terms and Conditions of Volume No. 1-B of the Tariff.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 Original Sheet No. 169A Original Sheet No. 169A

> Contract No._____ FORM OF CHEYENNE MARKET CENTER-1 SERVICE AGREEMENT - continued ARTICLE XIII SPECIFIC INFORMATION

9. Rates (continued):

Fuel Reimbursement Quantity: (Pursuant to Section 5.8 of Rate Schedule CMC-1 of the Tariff). Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to writing as a negotiated rate pursuant to Section 36 of the General Terms and Conditions of Volume No. 1-B of the tariff.

Additional Facilities Charge: (Pursuant to Section 5.4) of Rate Schedule CMC-1 of the Tariff)

10. Rollover Provisions (pursuant to Section 18.7 of the General Terms and Conditions of the Tariff). (Check one):

_____ Not Applicable _____ Applicable (Complete the following):

Notice of Rollover Exercise: Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

11. Right of First Refusal Provisions (pursuant to Section 18 of the General Terms and Conditions of Volume No. 1-B of this Tariff.) (check one): _____Not Applicable

_____Applicable (Complete the following):

Notice of ROFR Exercise: _____Per the Tariff; or _____Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. Additional Terms Permitted by Tariff: The following negotiable provision is permitted under the Tariff and may be included in this agreement in the space below:

i.	Provision Rollover Rights	Vol No. 1B Tariff, Sect. 18.7	Excerpt of Provision Language Transporter and Shipper under a firm contract may agree that Shipper shall have the right to extend the termpursuant to a negotiated contractual rollover provision
ii.	ROFR Rights	18	Transporter and a Shipper under a firm contract may agreeto extend the termcontract pursuant to a negotiated contractual right of first refusal provision
iii.	Gas Quality Waivers	4.1	Unless otherwise agreed to in the Service Agreement, gas tendered at each Point of Receipt shall comply with the following
IN WITNESS representa	·	ies have caused this	Agreement to be signed by their duly authorized
Kinder Morgan Interstate Gas Transmission LLC		3 Transmission LLC	Shipper
By:			By:
Title:			Title:

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 170 First Revised Sheet No. 170 Superseding: Original Sheet No. 170

Contract No.____

FORM OF CHEYENNE MARKET CENTER-1 SERVICE AGREEMENT - continued

APPENDIX A RECEIPT QUANTITY AND POINT(S)

To the Cheyenne Market Center Service Agreement between Kinder Morgan Interstate Gas Transmission LLC ("Transporter") and ("Shipper").

Primary Receipt Points:

Date,	Receipt	PIN #	Maximum Daily
Period-of-Time or Event	PIN Name		Receipt Quantity

Total Maximum Daily Receipt Quantity: equals IQ

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 171 First Revised Sheet No. 171 Superseding: Original Sheet No. 171

Contract No.____

FORM OF CHEYENNE MARKET CENTER-1 SERVICE AGREEMENT - continued

APPENDIX B DELIVERY QUANTITY AND POINT(S)

To the Cheyenne Market Center Service-1 Agreement between Kinder Morgan Interstate Gas Transmission LLC ("Transporter") and ("Shipper").

Date, Period-of-Time or Event	Delivery PIN Name	PIN #	Maximum Daily Delivery Quantity
	·		
	<u> </u>		

Total Maximum Daily Delivery Quantity:

equals WQ

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 Original Sheet No. 172 original Sheet No. 172 : Effective

> RATE SCHEDULE CMC-2 Cheyenne Market Center Service

1. AVAILABILITY

This Rate Schedule CMC-2 is available to any entity (hereinafter referred to as "Shipper") which has requested firm Cheyenne Market Center Service pursuant to Section 3 of this Rate Schedule, and after review and acceptance of such request by Kinder Morgan Interstate Gas Transmission LLC (hereinafter called "Transporter"), has executed a Service Agreement with Transporter for service under this Rate Schedule. Such Service Agreement shall be in the form contained in Kinder Morgan Interstate Gas Transmission LLC 's FERC Gas Tariff, Volume No. 1-A, of which this Rate Schedule CMC-2 is a part. Transporter is not obligated to provide service for which capacity is not available, or which would require the construction or the acquisition of new facilities, or the modification or expansion of existing facilities.

2. APPLICABILITY AND CHARACTER OF SERVICE

The firm service provided hereunder is comprised of the receipt of gas at the applicable Cheyenne Market Center receipt point(s), storage of gas in Transporter's storage facility up to the Maximum Storage Volume ("MSV") set forth in the Service Agreement, and the subsequent redelivery of gas back to the applicable Cheyenne Market Center delivery point(s) on a uniform hourly basis, subject to the General Terms and Conditions of this Tariff and further provisions of the Service Agreement. Shipper will be responsible for arranging transportation service on any upstream or downstream pipeline(s) such that Transporter's performance of service under this Rate Schedule is not impaired. Transporter shall not be liable for actions of any upstream or downstream pipeline.

- 2.1 Receipt and Delivery Points:
 - A. Shipper may designate in the Service Agreement one or more primary points of receipt, each of which will have a Maximum Daily Receipt Quantity ("MDRQ") net of the Fuel, Loss and Unaccounted For Reimbursement Quantity.
 - B. Shipper may designate in the Service Agreement one or more primary points of delivery, each of which will have a Maximum Daily Delivery Quantity ("MDDQ") net of the Fuel, Loss and Unaccounted For Reimbursement Quantity.

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 Original Sheet No. 173 original Sheet No. 173 : Effective

- C. Points of receipt and delivery for CMC-2 service, as well as for capacity release of CMC-2 service, will be listed on Transporter's Cheyenne Market Center Master Point List ("MPL") on its interactive website. Any MPL point that a Shipper does not select as a primary point shall be available to a Shipper, or Replacement Shipper, as a secondary point of receipt or delivery, as applicable.
 - Shipper may nominate from secondary points of receipt up to the aggregate MDRQ capacity, which has been reserved in the Cheyenne Market Center area.
 - Shipper may nominate to secondary points of delivery up to the aggregate MDDQ capacity, which has been reserved in the Cheyenne Market Center area.
 - 3. To be valid points on the MPL, meters must have telemetered electronic flow measurement, flow control equipment, be designated by Transporter as Cheyenne Market Center Points, and be located on or within the area of facilities designated to provide service under Rate Schedule CMC-2, as defined herein.
 - 4. Points may be added to the MPL by Transporter at its sole discretion.
 - 5. Points may be deleted from the MPL by Transporter from time-to-time consistent with the Commission's rules and regulations.
- D. Service provided at the primary and secondary points of receipt and primary and secondary points of delivery shall be provided on a firm basis subject to the nomination, scheduling, curtailment and interruption provisions of the General Terms and Conditions of this Tariff.

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 Original Sheet No. 174 Original Sheet No. 174 : Effective

RATE SCHEDULE CMC-2 (Continued)

2.2 Interaction with other Transportation Services:

Shipper may utilize the service under this Rate Schedule CMC-2 in conjunction with a separate transportation agreement, by nominating under a separate transportation agreement, a receipt from or delivery to the Huntsman Storage point together with a nomination to use CMC-2 Service. In addition to the applicable Reservation Charge paid under this Rate Schedule CMC-2 and charges incurred under the separate transportation service agreement, Shipper shall pay the applicable Commodity Injection or Commodity Withdrawal Charge, as appropriate, and the FL&U factor(s) under this Rate Schedule CMC-2, for such activity. When this option is elected, the transportation service utilized shall be subject to the provisions of the applicable transportation rate schedule.

- 3. SERVICE DEFINITIONS
 - 3.1 MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ") Shall mean the maximum quantity of natural gas that Transporter agrees to receive on any day at a Primary Receipt Point as specified in the executed Service Agreement, net of the Fuel, Loss and Unaccounted For Reimbursement Quantity. The sum of all MDRQ's shall equal the IQ.
 - 3.2 MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ") Shall mean the maximum quantity of natural gas that Transporter agrees to deliver on any day at a Primary Delivery Point as specified in the executed Service Agreement, net of the Fuel, Loss and Unaccounted For Reimbursement Quantity. The sum of all MDDQ's shall equal the WQ.
 - 3.3 MAXIMUM DAILY WITHDRAWAL QUANTITY ("WQ") Shall mean the maximum quantity of natural gas that Transporter agrees to withdraw from its storage facilities on any day. The total of the MDDQs in the executed Service Agreement shall equal the Shipper's full WQ, which shall equal the product of 0.0104 multiplied by the MSV.
 - 3.4 MAXIMUM DAILY INJECTION QUANTITY ("IQ") Shall mean the maximum quantity of natural gas that Transporter agrees to receive from Shipper at the inlet side of Transporter's storage facilities for injection into storage on any day. The total of the MDRQ's specified in the executed Service Agreement shall equal the Shipper's full IQ, which shall equal the product of 0.0064 multiplied by the MSV.
 - 3.5 MAXIMUM STORAGE VOLUME ("MSV") Shall mean the maximum quantity of natural gas Transporter agrees to store on behalf of the Shipper at the Transporter's storage facilities on any day. Shipper's MSV shall be as specified in the executed Service Agreement.

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 Original Sheet No. 175 Original Sheet No. 175 : Effective

- 4. VALID REQUESTS FOR SERVICE
 - 4.1 A request for service under this Rate Schedule CMC-2 shall be valid as of the date received if it complies with this Section and contains adequate information on all of the items specified, subject to any necessary verification of such information and to the following:
 - A request shall not be valid and Transporter shall not be Α. required to grant any such request: (1) for which adequate capacity is not available on any portion of Transporter's system necessary to provide such service; (2) for which Transporter does not have the operational capability to effect receipt, transportation, storage or delivery on a firm basis consistent with the terms and conditions of this Rate Schedule CMC-2; (3) which would require the construction, modification, expansion, or acquisition of any facilities; provided, however, that Transporter may agree in its sole discretion to construct, modify, expand, or acquire facilities to enable it to perform such services; (4) unless and until Shipper has provided Transporter with the information required in Section 4.2 hereof; (5) if Transporter determines, based on the credit analysis referenced in Section 4.2(f), that Shipper does not possess sufficient financial stability to make it reasonably likely the service provided hereunder will be paid for on a timely basis; (6) if the service requested would not comply with this Rate Schedule CMC-2; or (7) if the service requested is at less than the applicable maximum rate; provided, however, that Transporter may agree to provide service hereunder at a discount or at a negotiated rate consistent with this Rate Schedule CMC-2. Nothing herein is intended to govern the curtailment of service once a request for service has been granted pursuant to this Section and while a CMC-2 Service Agreement is in effect. Such curtailment is governed by the General Terms and Conditions of this Tariff.

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 Original Sheet No. 176 Original Sheet No. 176 : Effective

RATE SCHEDULE CMC-2 (Continued)

- B. Transporter shall promptly notify Shipper if it cannot satisfy an otherwise valid request, in whole or in part, due to lack of capacity or system capability or if the request is incomplete or does not comply with this Rate Schedule CMC-2.
 - Any request shall be null and void unless it is substantially complete and complies with this Rate Schedule CMC-2. In the event a request is substantially but not entirely complete, Transporter shall inform Shipper in writing of the specific items needed to complete the CMC-2 Service Agreement, after which Shipper shall have ten (10) days to provide the specified information. In the event such information is not received within ten (10) days, Shipper's request shall be null and void.
 - 2. Transporter shall tender a CMC-2 Service Agreement to Shipper for execution when Shipper's written request for service is accepted. Unless waived by Transporter, a request for service shall be invalid if Shipper fails to execute a CMC-2 Service Agreement hereunder within ten (10) days after a CMC-2 Service Agreement has been tendered by Transporter for execution.
- 4.2 Requests for service hereunder shall be deemed valid only after the information specified in this Section is provided by Shipper via Transporter's Interactive Website or in writing to:

Kinder Morgan Interstate Gas Transmission LLC 500 Dallas Suite 1000 Houston, TX 77002 Attention: Transportation / Storage Services Telephone: (713) 369-9000

Telephone: (713) 369-9000 Facsimile: (713) 369-9325 Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 Original Sheet No. 177 : Effective

RATE SCHEDULE CMC-2 (Continued)

- 4.3 The information required for a valid request shall be as follows:
 - A. GAS QUANTITIES

The request shall specify in Dth the Maximum Storage Contract Volume ("MSV"), the MDRQ for each primary point, which in aggregate shall equal the product of 0.0064 and the MSV, and MDDQ for each primary point, which in aggregate shall equal the product of 0.0104 and the MSV, with the MDRQ and MDDQ stated exclusive of the applicable Fuel, Loss and Unaccounted For Reimbursement Quantity. The availability of the MSV, MDRQ and MDDQ on any day are subject to the provisions of this Rate Schedule CMC-2 and the General Term and Conditions of Transporter's FERC Gas Tariff.

B. RECEIPT POINT(S)

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

C. DELIVERY POINT(S)

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

D. LIMITATION OF POINTS

A Shipper may request only those points listed on the MPL as designated CMC-2 Receipt and Delivery Points.

E. TERM OF SERVICE

The request shall specify the date service is requested to commence; and the date service is requested to terminate. However, the term of service hereunder shall be no less than one (1) year, unless otherwise agreed to in writing by Transporter, and shall be set forth in the CMC-2 Service Agreement between Shipper and Transporter.

F. CREDIT

Acceptance of a request is contingent upon a satisfactory credit appraisal by Transporter in accordance with the General Terms and Conditions of this Tariff. Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 Original Sheet No. 178 Original Sheet No. 178 : Effective

RATE SCHEDULE CMC-2 (Continued)

G. COMPLIANCE WITH CMC-2 TARIFF

Submission of a request for service hereunder shall be deemed agreement by Shipper that it will abide by the terms and conditions of this Rate Schedule CMC-2, including the applicable General Terms and Conditions of this Tariff.

H. COMMISSION-REQUIRED FILING INFORMATION

The following information is to be provided at the time a request for service hereunder is submitted, if available, or when an initial nomination for service under an executed CMC-2 Service Agreement is submitted, and when any subsequent changes occur:

- 1. Affiliation of the Shipper with Transporter;
- The identity of the Shipper, including whether it is a local distribution company, an interstate pipeline company, an intrastate pipeline company, an end user, a producer, or a marketer;
- The state(s) where the field or well producing the gas to be transported is located; and
- 4. The state(s) of the ultimate end user of the gas.
- I. SHIPPER CONTACT INFORMATION

Specify the person(s) to be contacted by Transporter in connection with the CMC-2 Service Agreement.

5. RATE

The applicable rates, including any surcharges applicable to CMC-2 Service, are set forth in Volume 1-A of this FERC Gas Tariff, as revised from time to time. Unless otherwise agreed in writing between Transporter and Shipper under Section 36 of the General Terms and Conditions of this Tariff, the applicable rate shall not be in excess of the maximum rate nor less than the minimum rate. Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 Original Sheet No. 178A Original Sheet No. 178A : Effective

- Subject to Section 36 of the General Terms and Conditions of this 5.1 Tariff, Shipper shall pay Transporter each month under this Rate Schedule CMC-2 the sum of the following amounts:
 - a Transportation Reservation Charge, which shall equal the result of the Shipper's MSV divided by 12 multiplied by the (a) Transportation Reservation Rate;
 - a Transportation Commodity Charge, which shall equal the (b) Transportation Commodity Rate multiplied by each Dth of gas (net of fuel) delivered;
 - a Storage Deliverability Reservation Charge, which shall (C) equal the result of the Shipper's MSV divided by 12 multiplied by the Storage Deliverability Reservation Rate;
 - a Storage Capacity Reservation Charge, which shall equal result of the Shipper's MSV divided by 12 multiplied by the (d) Storage Capacity Reservation Rate;
 - (e) a Storage Injection Charge, which shall equal the Storage Injection Rate multiplied by the volume in Dth of gas injected by Transporter;
 - (f) a Storage Withdrawal Charge, which shall equal the Storage Withdrawal Rate multiplied by the volume in Dth of gas withdrawn by Transporter; and
 - (a) any Overrun charge, if applicable.

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 Original Sheet No. 179 Original Sheet No. 179 : Effective

- 5.2 Where a Shipper has agreed to pay a Negotiated Rate or a rate under a Negotiated Rate Formula, the rates assessed hereunder shall be governed by Section 36 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate or a rate under a Negotiated Rate Formula shall specify the Negotiated Rate or Negotiated Rate Formula on which the Shipper is willing to agree.
- 5.3 Shipper shall reimburse Transporter within five (5) days after costs have been incurred by Transporter for all fees required by the Commission or any regulatory body including, but not limited to, filing, reporting, and application fees to the extent such fees are specifically related to service for that Shipper hereunder and are not generally applicable fees.
- 5.4. If Transporter in its reasonable discretion, agrees to construct, acquire or modify any facilities to perform service hereunder as specified in an agreement between the Transporter and applicable Shipper(s), the applicable Shipper(s) signing such an agreement shall reimburse Transporter for the cost of such facilities or facility modifications either:
 - A. As a contribution-in-aid of construction associated with such facilities, including a gross-up for applicable state and federal income tax expense; or
 - B. Transporter shall assess a monthly charge reflecting such facility costs including an obligation to reimburse Transporter, upon demand, if transportation service is terminated prior to the agreed upon reimbursement period.
- 5.5 The ACA charge, and any other applicable surcharges, will be assessed when applicable, as provided in the General Terms and Conditions of this Tariff, on volumes delivered by Transporter for Shipper under this Rate Schedule CMC-2.
- 5.6 A. Transporter shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in: (1) the rates and charges applicable under this Rate Schedule CMC-2, including both the level and design of such rates and charges; or (2) the terms and conditions of this Rate Schedule CMC-2. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff, as may be found necessary, to assure that its provisions are just and reasonable.

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 Original Sheet No. 180 original Sheet No. 180 : Effective

- в. If, at any time and from time to time, the Commission or any other governmental authority having jurisdiction in the premises allows or permits Transporter to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the CMC-2 Service Agreement or a separate discount agreement, be increased to the highest such rate. Should additional documentation be required in order for Transporter to collect such highest rate, Shipper shall execute or provide such documentation within ten (10) days after a written request by Transporter. If, at any time and from time to time, the Commission or any other governmental authority having jurisdiction in the premises requires Transporter to charge a higher or lower rate for service hereunder, the rate shall be increased or decreased to such level, subject to any contrary provision of the CMC-2 Service Agreement or any discount or negotiated rate agreement.
- 5.7 Overrun Service.
 - Authorized Overruns shall be the quantity of Gas nominated Α. and scheduled as service hereunder that exceeds the contract aggregate MDRQ, aggregate MDDQ or MSV. Authorized Overruns and interruptible service(s) shall have equal scheduling priority, and shall be scheduled based on rate from highest to lowest, except that any negotiated rates in excess of maximum rates shall be deemed as maximum rates for scheduling purposes. Authorized Overrun and interruptible services at the same rates shall be scheduled pro rata. Shipper shall pay for any Dth of Authorized Overrun, the product of the Authorized Overrun volume multiplied by the applicable CMC-2 Service Overrun rate set forth on the applicable tariff sheet of this Volume 1-A, subject to any contrary provision of the CMC-2 Service Agreement or a separate discount agreement. Inventory volume less than zero shall not be allowed. On any day which the inventory volume is less than zero, including upon contract termination, such negative inventory volume shall be charged the maximum CMC-2 Service Overrun rate and automatically cashed out at 200% of the highest average daily price for gas at Chevenne for the month as published in Gas Daily under the Daily Price Survey.

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 Original Sheet No. 181 Original Sheet No. 181 : Effective

RATE SCHEDULE CMC-2 (Continued)

- KATE SCHEDOLE CHC 2 (COnclineed)
- B. During times of system constraint or critical time under Section 29 of the General Terms and Conditions of this Tariff, Shippers will be subject to a daily Unauthorized Overrun charge as stated on the applicable Tariff Sheet of this Volume 1-A for any gas that is tendered to Transporter by Shipper for receipt or delivery which has not been nominated and confirmed by Transporter and that exceeds either the aggregate MDRQ, aggregate MDDQ or MSV as stated in the Service Agreement, unless otherwise agreed to in writing.
- 5.8 Fuel, Loss and Unaccounted For Reimbursement Quantity. The Fuel, Loss and Unaccounted For Reimbursement Quantity shall be that portion of Shipper's natural gas received by Transporter for transportation and storage which shall be retained by Transporter as compensation for gas used in rendering service, including Company-used Gas, and Lost and Unaccounted-for Gas. Shipper shall reimburse Transporter for the Fuel, Loss and Unaccounted For Reimbursement Quantity required in transporting and storing gas hereunder at the maximum rate set forth in Volume 1-A of this FERC Gas Tariff.
- 6. SERVICE CONDITIONS
 - 6.1 Redelivery of Stored Gas.

Available withdrawal quantities of gas will vary according to the percentage of Shipper's stored volume to the MSV. In order for the Shipper's full WQ to be available, a minimum inventory greater than fifteen percent (15%) of its MSV must be in the Shipper's storage account. If the Shipper's stored volume is equal to or less than 15% of its MSV, the Shipper's withdrawal rights will be reduced as follows:

Inventory	=	15%	but	>	5%	of	MSV	50%	WQ	rights
Inventory	=	58	s of	MS	SV			25%	WQ	rights
Inventory	=	0						0	WQ	rights

WQ Overruns will be charged during reduced withdrawal rights periods for quantities withdrawn in excess of the applicable reduced WQ amount.

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 Original Sheet No. 182 Original Sheet No. 182 : Effective

- 6.2 In-Ground Transfers of Storage Volume. Shipper may transfer, by sale or otherwise, all or a portion of its gas in storage under Rate Schedule CMC-2 to or from another CMC-1, CMC-2, FSS, ISS or NNS Shipper, subject to the following conditions:
 - A. To conduct an In-Ground Transfer the following are required:
 - The In-Ground Transfer does not cause Transporter's obligation to provide firm service to increase and the transfer does not otherwise adversely affect Transporter's operations, which determinations shall be made at Transporter's sole discretion;
 - Both the transferee and transferor of the stored volume provide Transporter with verification of the transfer in writing on a Business Day at least four (4) hours prior to the Evening Nomination Cycle for the Date of Transfer;
 - The In-Ground Transfer does not cause either Shipper's storage inventory balance to go below zero (0) or above MSV as specified in the applicable Service Agreement(s); and
 - 4. Transfers shall be effective as of the start of the Date of Transfer, assuming receipt of the verification required in Section 6.2A.2, above. Transporter shall recognize the transfer for purposes of computing available stored volume on and after the Date of Transfer.
 - Shippers will not be allowed to avoid overrun charges or any penalties via an In-Ground Transfer, unless otherwise agreed to in writing by Transporter.
 - The party receiving the In-Ground Transfer agrees to pay any applicable charges at the time of the transfer for which the party delivering the transfer has not previously paid.
 - B. In addition to the conditions set forth above, In-Ground Transfers from FSS or NNS service to CMC-2 service shall be allowed only if the In-Ground Transfer from NNS or FSS to CMC-2 is not used to satisfy any cycling requirements applicable under NNS or FSS service unless otherwise agreed to in writing.

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 Original Sheet No. 183 Original Sheet No. 183 : Effective

RATE SCHEDULE CMC-2 (Continued)

- C. Upon expiration of the CMC-2 Agreement, any gas remaining in storage will be treated and billed as if it were a PALS Agreement. Any gas remaining in inventory sixty (60) days after expiration of the CMC-2 Agreement will be confiscated by Transporter.
- 6.3 Intra-day Nominations

In addition to the intra-day nominations under Section 3 of the General Terms and Conditions of this Tariff, Shipper may make two out-of-cycle (OOC) intra-day nominations per day to be effective on a prospective basis on any hour of the Gas Day if such intraday nomination is submitted at least 2 hours prior to the time the OOC intra-day nomination is to become effective. Shipper must confirm service availability with Transporter's Gas Control prior to submitting the OOC nomination by both telephone and email. The total nominations for any hour of the Gas Day shall not exceed 1/24 of Shipper's MDRQ or MDDQ, unless otherwise authorized by Transporter. Shipper's OOC intra-day nomination shall be implemented upon confirmation by the operators of the Points of Receipt and Delivery and if Transporter's system operating conditions will allow such OOC intra-day nomination, except that such an OOC intra-day nomination will not be implemented to the extent it would result in a change to any other Shipper's scheduled and flowing quantities for that Gas Day. Quantities shall be deemed to be flowing if the operator at the Point of Receipt and Point of Delivery has confirmed Shipper's nomination.

Shipper must nominate separately any injection or withdrawal intra-day nominations for both OOC and NAESB cycle intra-day nominations.

- 6.4 Shipper may not effectuate transfers to or from volumes stored under this Rate Schedule CMC-2 that resolve transportation imbalances existing under FT, IT or NNS (including SCS rate convention customers) Agreements.
- 6.5 In the event of Capacity Release under this CMC-2 Rate Schedule, in the aggregate or which results in separate storage and transportation components, the releasing Shipper's WQ and IQ shall be reduced by the corresponding amount of MDRQ and MDDQ released, pursuant to Section 3 of this CMC-1 Rate Schedule.

Effective Date: 06/01/2004 Status: Effective FERC Docket: CP03- 39-001 Original Sheet No. 184 original Sheet No. 184 : Effective

RATE SCHEDULE CMC-2 (Continued)

7. GENERAL TERMS AND CONDITIONS

The provisions of the General Terms and Conditions of this Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule CMC-2. To the extent that the General Terms and Conditions of this Tariff are inconsistent with the provisions of this Rate Schedule CMC-2, the provisions of this Rate Schedule CMC-2 shall govern. Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 185 First Revised Sheet No. 185 Superseding: Original Sheet No. 185

Contract No.

FORM OF CHEYENNE MARKET CENTER-2 SERVICE AGREEMENT (APPLICABLE TO RATE SCHEDULE CMC-2)

This Agreement ("Agreement") is made and entered into by Kinder Morgan Interstate Gas Transmission LLC, a Colorado corporation ("Transporter") and by the Party(s) named in Article XIII ("Shipper").

In consideration of the premises and of the mutual covenants, the parties do agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule CMC-2, Transporter agrees to receive from, or for the account of, Shipper for transportation on a firm basis quantities of natural gas tendered by Shipper on any day at the primary Receipt Point(s) up to the applicable Maximum Daily Receipt Quantity for such Receipt Point. Shipper shall not tender on any day, a quantity of natural gas in excess of the aggregate Maximum Daily Receipt Quantity or the Maximum Daily Receipt Quantity at any one primary point, without the prior consent of Transporter. Transporter agrees to store such received quantity of gas for the account of the Shipper, less the Fuel, Loss and Unaccounted For Reimbursement Quantity and other deductions, up to the Maximum Storage Volume as specified in Article XIII.

Transporter agrees to subsequently redeliver stored quantity of natural gas to, or for the account of, the Shipper at the primary Delivery Point(s), up to the applicable Maximum Daily Delivery Quantity for such Delivery point, the volume nominated by the Shipper, and Shipper agrees to accept or cause acceptance of delivery of these quantities; provided, however, that Transporter shall not be obligated to deliver on any day, a quantity of natural gas in excess of the aggregate Maximum Daily Delivery Quantity or the Maximum Daily Delivery Quantity at any one primary point.

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth below and shall remain in full force and effect in accordance with the terms of this Service Agreement.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 186 First Revised Sheet No. 186 Superseding: Original Sheet No. 186

Contract No:

FORM OF CHEYENNE MARKET CENTER-2 SERVICE AGREEMENT - continued

ARTICLE III RATE SCHEDULE

Shipper shall pay Transporter for all services rendered and for the availability of such service at rates filed under Transporter's CMC-2 Rate Schedule as set forth in Volume No. 1-A of Transporter's FERC Gas Tariff and as the same may be hereafter revised or changed. Unless otherwise agreed in writing between Transporter and Shipper, and pursuant to Section 36 of the General Terms and Conditions of this Tariff, the rates to be charged Shipper for transportation shall not be more than the maximum rate under Rate Schedule CMC-2, nor less than the minimum rate under Rate Schedule CMC-2.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's applicable Rate Schedules and of Transporter's General Terms and Conditions of this Tariff on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which Rate Schedules and General Terms and Conditions of this Tariff are by this reference made a part hereof.

Shipper agrees that 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 service pursuant to Transporter's Rate Schedule CMC-2, (b) Transporter's Rate Schedule CMC-2, pursuant to which service is rendered, or (c) any provision of the General Terms and Conditions of this Tariff applicable to Rate Schedule CMC-2.

ARTICLE IV PRIMARY RECEIPT POINT(S)

Natural gas to be received by Transporter for the account of Shipper shall be delivered by Shipper and received by Transporter on the outlet side of the measuring station(s) at the primary Receipt Point(s) specified in Appendix A, with the primary Receipt Point facility number ("PIN"), PIN Name and Maximum Daily Receipt Quantity as set forth in Appendix A. Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 187 First Revised Sheet No. 187 Superseding: Original Sheet No. 187

Contract No.____

FORM OF CHEYENNE MARKET CENTER-2 SERVICE AGREEMENT - continued

ARTICLE V PRIMARY DELIVERY POINTS

Natural gas to be delivered by Transporter for the account of Shipper shall be delivered by Transporter and received by Shipper on the outlet side of the measuring station(s) at or near the primary Delivery Point(s) specified in Appendix B, with the PIN, PIN name and Maximum Daily Delivery Quantity indicated for each such Delivery Point as set forth in Appendix B.

ARTICLE VI QUALITY

All natural gas tendered to Transporter for transportation for the account of Shipper at the Receipt Point(s) shall conform to the quality specifications set forth in Section 4 of the General Terms and Conditions of this Tariff, as revised from time to time unless otherwise agreed to in writing. Transporter may refuse to take delivery of any gas for transportation that does not meet such quality specifications.

ARTICLE VII INTERPRETATION

The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Colorado.

This Agreement, and all its rates, terms and conditions, shall at all times be subject to modification by order of the FERC upon notice and hearing and a finding of good cause therefore. In the event that any party to this Agreement requests the FERC to take any action which could cause a modification in the conditions of this Agreement, that party shall provide written notice to the other parties at the time of filing the request with the FERC.

ARTICLE VIII AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede and cancel any other firm agreements between the parties for the same service.

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 188 First Revised Sheet No. 188 Superseding: Original Sheet No. 188

Contract No.

FORM OF CHEYENNE MARKET CENTER-2 SERVICE AGREEMENT - continued

ARTICLE IX CERTIFICATIONS

By executing this Agreement, Shipper certifies that: (1) Shipper has a valid right to deliver the gas to be transported by Transporter; (2) Shipper has, or will have, entered into all arrangements necessary for the commencement of deliveries to Transporter; and (3) Shipper has a transportation contract(s) or will enter into such a transportation contract(s) with the party ultimately receiving the gas, prior to the commencement of service.

ARTICLE X

Except as otherwise provided or as provided in the General Terms and Conditions of Transporter's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties as follows:

(a) Transporter Addresses:

Kinder Morgan Interstate Gas Transmission LLC Attn: Marketing 370 Van Gordon Street P.O. Box 281304 Lakewood, CO 80228-8304 e-mail: WRGP@kindermorgan.com

(b) Shipper Addresses: As shown in Article XIII or such other address, as either party shall designate by formal written notice. Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 189 First Revised Sheet No. 189 Superseding: Original Sheet No. 189

Contract No.

FORM OF CHEYENNE MARKET CENTER-2 SERVICE AGREEMENT - continued

ARTICLE XI SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of any successor(s), substantially as an entirety, to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except as provided in Section 23 of the General Terms and Conditions of this Tariff, neither Transporter nor Shipper shall assign this Agreement or its rights hereunder.

ARTICLE XII CAPACITY RELEASE

Shipper may release its capacity under this firm Cheyenne Market Center Service Agreement, up to Shipper's Maximum Storage Volume, in accordance with the provisions of Rate Schedule CMC-2 and the General Terms and Conditions of Transporter's FERC Gas Tariff.

	tive Date: 10/19/2009 Status: Effective C Docket: RP09-1050-000	
	ond Revised Sheet No. 190 Second Revise rseding: First Revised Sheet No. 190	ed Sheet No. 190
		Contract No.
	i	ENTER-2 SERVICE AGREEMENT - continued ARTICLE XIII IFIC INFORMATION
1.	Cheyenne Market Center Service Agreemen LLC ("Transporter") and	nt between Kinder Morgan Interstate Gas Transmission ("Shipper").
2.	Contract Date: / /	
3.	This Agreement is: (Check one) effective(Date or Event) and effective(Date or Event) (An CMC-2 Contract No	d is the original contract. mendment No) and amends and restates effective(date)
4.	Term: (Date, Period-of-Time or Event)	to (Date, Period-of-Time or Event)
5.	Shipper Contact Information (Shipper Name)	me, Address, Phone, E-mail):
6.	Maximum Storage Volume: (Date, Period-of-Time or Event)	Dth
7.	Injection Quantity: (Date, Period-of-Time or Event)	Dth per day
8.	Withdrawal Quantity: (Date, Period-of-Time or Event)	Dth per day
9.	Tariff). Maximum applicable rate per Ta	5.1 of Rate Schedule CMC-2 of Volume No. 1-A of the ariff, as revised from time-to-time, unless otherwise negotiated rate pursuant to Section 33 and 36, Tariff.

Commodity Rate: (Pursuant to Section 5.1 of Rate Schedule CMC-2 of the Tariff). Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to in writing as a negotiated rate pursuant to Section 36 of the General Terms and Conditions of Volume No. 1-B of the Tariff.

Fuel Reimbursement Quantity: (Pursuant to Section 5.8 of Rate Schedule CMC-2 of the Tariff). Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to writing as a negotiated rate pursuant to Section 36 of the General Terms and Conditions of Volume No. 1-B of the tariff.

FER	C Docke	e: 10/19/2009 Status: t: RP09-1050-000				
Orig	ginal S	heet No. 190A Orio	final Sheet No. 190	A		
		FORM OF CH	ART	Contract No ER-2 SERVICE AGREEMENT - continued ICLE XIII C INFORMATION		
9.	Rates	(Continued):	5110111			
	Addit	None	-	o Section 5.4 of Rate Schedule CMC-2 of the Tariff)		
10.		over Provisions (pu f). (Check one):	Not Appli	18.7 of the General Terms and Conditions of the cable e (Complete the following):		
			Per The end o	Rollover Exercise: the Tariff; or Month(s) in advance of (i) f the primary term or (ii) any termination date primary term has ended.		
11.			Provisions (pursua). 1-B of this Tari	nt to Section 18 of the General Terms and ff.)(check one):		
			Notice of Per the end o	able (Complete the following): ROFR Exercise: the Tariff; or Month(s) in advance of (i) f the primary term or (ii) any termination date primary term has ended.		
12.	The f	ional Terms Permit following negotiabl ment in the space	ted by Tariff: e provision is per	mitted under the Tariff and may be included in this		
	i.	Provision Rollover Rights		Excerpt of Provision Language Transporter and Shipper under a firm contract may agree that Shipper shall have the right to extend the termpursuant to a negotiated contractual rollover provision		
	ii.	ROFR Rights	18	Transporter and a Shipper under a firm contract may agreeto extend the termcontract pursuant to a negotiated contractual right of first refusal provision		
	iii.	Gas Quality Waivers	4.1	Unless otherwise agreed to in the Service Agreement, gas tendered at each Point of Receipt shall comply with the following		
	UITNESS esenta		ies have caused th	is Agreement to be signed by their duly authorized		
Kinder Morgan Interstate Gas Transmission LLC			3 Transmission LLC	Shipper		
By:				By:		

Title:_____

Title:____

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 191 First Revised Sheet No. 191 Superseding: Original Sheet No. 191

Contract No.____

FORM OF CHEYENNE MARKET CENTER SERVICE AGREEMENT - continued

APPENDIX A RECEIPT QUANTITY AND POINT(S)

To the Cheyenne Market Center Service Agreement between Kinder Morgan Interstate Gas Transmission LLC ("Transporter") and ("Shipper").

Primary Receipt Points:

Primary Receipt Points:			Maximum
Date, Period-of-Time or Event	Receipt PIN Name	PIN #	Daily Receipt Quantity

Total Maximum Daily Receipt Quantity: equals IQ

Effective Date: 10/19/2009 Status: Effective FERC Docket: RP09-1050-000 First Revised Sheet No. 192 First Revised Sheet No. 192 Superseding: Original Sheet No. 192

Contract No._____

FORM OF CHEYENNE MARKET CENTER SERVICE AGREEMENT - continued

APPENDIX B DELIVERY QUANTITY AND POINT(S)

To the Cheyenne Market Center Service Agreement between Kinder Morgan Interstate Gas Transmission LLC ("Transporter") and ("Shipper").

Contract Number:

Date:

Date, Period-of-Time or Event	Delivery PIN Name	PIN #	Maximum Daily Delivery Quantity	

Total Maximum Daily Delivery Quantity:

equals WQ