

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF
COLORADO**

DOCKET NO. 09A-574G

RE: IN THE MATTER OF ROCKY MOUNTAIN NATURAL GAS LLC AND
SOURCEGAS DISTRIBUTION FOR APPROVAL OF REVISIONS TO THEIR
TARIFFS TO FACILITATE INCREASED FIRM TRANSPORTATION CAPACITY
ON THE ROCKY MOUNTAIN NATURAL GAS SYSTEM AND RELATED TARIFF
CHANGES

STIPULATION AND AGREEMENT IN RESOLUTION OF PROCEEDING

This Stipulation and Agreement in Resolution of Proceeding ("Stipulation") is entered into by and among Rocky Mountain Natural Gas LLC ("Rocky Mountain"), SourceGas Distribution LLC ("SourceGas Distribution")¹, the Staff of the Public Utilities Commission of the State of Colorado ("Staff"), A M Gas Transfer Corp. ("A M Gas"), Seminole Energy Services, LLC ("Seminole"), Tiger Natural Gas ("Tiger"), SourceGas Energy Services Company ("SGES"), and Energy Options, LLC ("Energy Options") (collectively the "Parties" and individually a "Party"). This Stipulation sets forth the terms and conditions by which the Parties have agreed to resolve all issues that have been or could have been contested in the above referenced proceeding.

The Parties agree that the results of the compromises reflected herein are a just and reasonable resolution of this proceeding, and that implementing the compromises and settlements reflected in this Stipulation will result in substantial savings to all concerned by establishing certainty and avoiding litigation. Each Party supports this Stipulation and agrees to defend the settlement reached. The Parties respectfully request that the Public

¹ Rocky Mountain and SourceGas Distribution are jointly referred to herein as the "Companies".

Utilities Commission of the State of Colorado (“Commission”) approve this Stipulation pursuant to Rule 1408 of the Commission’s Rules of Practice and Procedure without modification.

I. BACKGROUND

A. Genesis of Advice Letter Nos. 59 and 223

1. Until March 30, 2007, natural gas service to customers in the two Colorado rate areas now served by SourceGas Distribution was provided by Kinder Morgan, Inc., which also owned Rocky Mountain Natural Gas Company, the predecessor to Rocky Mountain. By its Decision No. C07-0247, issued in Docket No. 06A-533G, the Commission approved Kinder Morgan’s sale and transfer of all of its interest in its Colorado utility retail assets to SourceGas Distribution and the related transfer of ownership of SourceGas Distribution. *See* Colo. P.U.C. Decision No. C07-0247, Docket No. 06A-533G. That Decision also approved the sale of Rocky Mountain Natural Gas Company to SourceGas LLC, SourceGas Distribution’s parent company.

2. During the proceedings in Docket No. 06A-533G, certain existing and potential Shippers on the Rocky Mountain system raised the issue whether Shippers could receive access to additional capacity for Firm Transportation Service on the Rocky Mountain system. As a resolution of that issue, Rocky Mountain agreed to make a filing with the Commission, by which it would propose a means to allow for the requested access to capacity that can be used to provide Firm Transportation Service.

3. In compliance with that agreement, on August 3, 2007, Rocky Mountain filed its Advice Letter No. 59 and SourceGas Distribution filed its Advice Letter No. 223. These filings requested approval of Tariff changes that (a) would permit Rocky Mountain to provide the requested access to additional transportation capacity through capacity releases made by SourceGas Distribution; (b) would provide more accurate determinations of a firm shipper's Maximum Daily Transportation Quantity; (c) would implement a System Management Plan process on the Rocky Mountain system to improve system efficiencies; and (d) would provide SourceGas Distribution with the necessary process for allowing Sales Service end-use customers to convert to Distribution Transportation Service.

B. Advice Letter Nos. 59 and 223

1. By Advice Letter No. 59 filed by Rocky Mountain on August 3, 2007 in Docket No. 009AL-290G, and Advice Letter No. 223 filed by SourceGas Distribution on August 3 2007 in Docket No. 09AL-291G ("Capacity Access Cases"), the Companies filed proposed tariff sheets that would have implemented a practice under which an End-Use Party served by SourceGas Distribution under a Western Slope Sales Service rate schedule could elect to convert to transportation service. This practice was proposed as a means to open Rocky Mountain's system to additional transportation service in circumstances in which Rocky Mountain otherwise did not have pipeline capacity available to approve a firm transportation service request. Rocky Mountain's filing proposed that a customer making that election would pay Rocky Mountain the same Demand and Commodity Charges that SourceGas Distribution was incurring on the

customer's behalf, so that conversions would be revenue neutral to Rocky Mountain.

The Advice Letter filings bore a proposed effective of October 1, 2007.

2. Shortly after the filings were made, the Rocky Mountain entered into negotiations with Staff, AM Gas and Seminole for the purpose of reaching an amicable resolution of the issues raised by the advice letter filing. Subsequently, Tiger, SGES and Energy Options also became involved in the negotiation process.

3. Based on Motions filed by the Companies, and the resulting Recommended Decision No. R09-0726 issued by Administrative Law Judge Jennings-Fader and mailed on July 6, 2009, which subsequently went into effect by operation of law on July 27, 2009, the dockets related to Advice Letter Nos. 59 and 223 were closed. This enabled the Companies to file a Verified Joint Application ("Joint Application") on August 3, 2009. As a result of the Joint Application, the Commission initiated this proceeding, Docket No. 09A-574G, on August 4, 2009.

4. This Stipulation is the result of a negotiation process that began in late 2007. Due to the press of other matters, the process was not a continuum, but was instead interrupted on numerous occasions. In addition, the process involved considerable discussion, and required several data and informational exchanges from the Companies to the other Parties so that all Parties could better understand the gas flow on Rocky Mountain's system and its peak day requirements.

C. Settlement Negotiations and Agreement

1. As noted above, some of the Parties began discussions in 2007; the Parties convened several technical workshops in late 2008 and in 2009 to discuss concepts and terms for a possible settlement. The Parties settled on a Stipulation and Agreement Matrix in late June 2009, pursuant to which they agreed to the resolution of all issues which were or could have been raised in this proceeding. This Stipulation reflects a more comprehensive articulation of that Stipulation and Agreement Matrix.

2. This Stipulation incorporates Appendices A through G, appended hereto, which are identified as follows:

Appendix A -- Receipt and Delivery Point Allocations

Appendix B -- Redline Rocky Mountain Tariffs

Appendix C -- Proposed Rocky Mountain Tariffs

Appendix D -- Redline SourceGas Distribution Tariffs

Appendix E -- Proposed SourceGas Distribution Tariffs

Appendix F -- Confidential - Calculation of A M Gas MDDQ

Appendix G -- Confidential – A M Gas End-Use Party Primary Receipt-to-Delivery Point Pathing

II. TERMS OF SETTLEMENT

Section I Matters Related to Advice Letter Nos. 59 and 223

Due to lower rates for Firm Transportation Service on Rocky Mountain compared to the rates for General Resale Service (“Resale Service”) as a result of the difference in the service provided, combined with their size and load profiles, some customers may be able to reduce the cost of their natural gas service by receiving Transportation Service rather than Resale Service. As the discussion related to Advice Letter Nos. 59 and 223 unfolded, the goal became to increase access to Firm Transportation Service on the

Rocky Mountain system, thereby allowing increased transportation service on the SourceGas Distribution system, in a manner that provides a level playing field for Shippers and reduces the chances for cost subsidies by Resale Service customers to Transportation Service customers. These goals can be achieved by ensuring that: 1) the same level of capacity is held for each specific End-Use Party, whether that End-Use Party is a downstream Sales Service or Distribution Transportation Service customer, and regardless of the party acting as Agent for the End-Use Party; and 2) End-Use Parties behind a Town Border Station ("TBS") have the same Receipt Points into the Rocky Mountain system so that the pathing of the natural gas is the same, irrespective of the party providing the gas. This Stipulation sets forth the parameters for achieving these fundamental goals.

Section II Contemporaneous Rocky Mountain and SourceGas Distribution Tariff Changes

Contemporaneous Rocky Mountain and SourceGas Distribution tariff changes are necessary because Rocky Mountain's Resale Service and Firm Transportation Service support companion downstream services provided by SourceGas Distribution to end-users on the Western Slope of Colorado. Rocky Mountain's Resale Service provides the upstream transportation for SourceGas Distribution's Sales Service. Rocky Mountain's Transportation Service provides the upstream transportation for SourceGas Distribution's Distribution Transportation Service. Therefore, some of the tariff changes proposed by Rocky Mountain in the Joint Application required changes to the SourceGas Distribution tariff so that when necessary, these terms of service are consistent.

Section III Timing

The Parties request that the tariff sheets accompanying this Stipulation become effective on November 1, 2009.

Section IV Determination of Design Peak Day and Customer Type Maximum Daily Delivery Quantity Requirements on Rocky Mountain

The Maximum Daily Delivery Quantity ("MDDQ") is the amount of natural gas required at the TBS or other delivery points on Rocky Mountain on the design peak day. Rocky Mountain has calculated the design peak day MDDQs on the Rocky Mountain system as follows:

<u>Category</u>	<u>Type of Load</u>	<u>Design Peak Day MDDQ ("Mcf")</u>
1	Explained by heating degree days ("HDDs")*	83,919
2	Not explained by HDD	7,517
3	New	16,673
4	Contingency MDDQs	<u>5,348</u>
Total		113,457

*Includes 1,158 Mcf of contract demand.

During the period of November 1, 2009 through May 31, 2010, the design peak day MDDQ requirements on the Rocky Mountain system will be 113,457 Mcf, as shown above. Beginning in 2010, after March 31 of each year, Rocky Mountain will reevaluate its design peak day requirements. Based on its reevaluation and the MDDQs required for Transportation Service, Rocky Mountain will reset all Resale Service and Transportation Service MDDQs effective May 1 each year.

If there is a material change to the SourceGas Distribution system or customer base downstream of the Rocky Mountain system or to the design peak day Rocky Mountain MDDQ requirements, then Rocky Mountain may elect, at its sole discretion, to update the MDDQ levels more frequently than annually.

Subject to any customer migration between Resale Service and Transportation Service from the time that this Stipulation is signed to the effective date of the tariff sheets accompanying this Stipulation the MDDQ held by SourceGas Distribution on the

Rocky Mountain system will be 107,246 Mcf. A M Gas presently has access to the remaining 6,211 Mcf of peak day capacity on Rocky Mountain. On November 1, 2009, A M Gas is anticipated to be the Agent for 121 End-Use Parties on SourceGas Distribution that utilize Rocky Mountain to deliver gas on their behalf to the SourceGas Distribution system. These A M Gas customers are composed of the following End-Use Parties: 118 non-seasonal SourceGas Distribution end-users, two seasonal SourceGas Distribution end-users, and one Interruptible Transportation Service end-user.

After the effective date of the tariffs accompanying this Stipulation, as the level of MDDQs available to and billed to A M Gas, other Agents, or Shippers changes, the level of MDDQs available to and billed to SourceGas Distribution will change accordingly.

In the table above, the Category 1 load is load on the Rocky Mountain system that is explained by the occurrence of cold weather, as measured by Heating Degree Days (“HDDs”). An HDD is the difference between 65 degrees and the average of the daily high and low temperatures. The Rocky Mountain system is designed to be able to deliver the amount of natural gas that customers will require on an 80 HDD day (80 HDDs is an average high and low of minus 15 degrees Fahrenheit). The total Category 1 load on the Rocky Mountain system explained by HDDs will be based on Rocky Mountain’s TBS Peak Day Base Model. Effective May 1, 2010 and each year thereafter, the Category 1 Transportation Service MDDQs for the non-seasonal Service End-Use Parties will be reset at the highest daily metered peak for each customer during the prior three year period ending on March 31 of the review year. On or after the effective date of the tariffs accompanying this Stipulation, if the actual daily metered Mcf of any End-Use Party exceeds the Category 1 metered or Category 3 calculated Mcf component of the end-user’s billed MDDQ, the billed MDDQ will be reset to include the new higher metered peak. The new MDDQ will begin billing for the calendar month in which the new peak occurs.

The Category 2 load is load on the Rocky Mountain system that is not explained by the occurrence of cold weather (HDD). Rather, it is load that is attributed primarily to snow melt equipment and the occupancy level of resort homes, condominiums and hotels. The non-HDD sensitive load on the Rocky Mountain system currently applies only to the following six TBSs: Snowmass, Brush Creek, Telluride, Cordillera, Edwards and Bachelor Gulch. In order to calculate the total MDDQs for these six TBSs for Category 2, Rocky Mountain will utilize its TBS Peak Day Non-HDD Model.

The Category 3 load is new load on the Rocky Mountain system that is expected during the heating season. The MDDQs for Category 3 will be based on Rocky Mountain's empirical data on new construction that results in new customers connecting to the SourceGas Distribution system downstream of the Rocky Mountain system. The MDDQs for Category 3 will be equal to the total of each prospective new customer's connected load. Each new meter's connected load will be equal to the sum of the load required for all of the natural gas fired equipment served through that end-user's meter.

The Category 4 load is a five percent contingency on the Rocky Mountain system to ensure that Rocky Mountain has sufficient capacity in extreme cold weather, snow melt and occupancy conditions to provide natural gas to all customers. The Category 4 contingency is essential because the Category 1, 2 and 3 loads are estimated loads. The MDDQs for Category 4 will be equal to five percent of the sum of the MDDQs for Categories 1, 2 and 3.

The design peak day MDDQ requirements for:

- A. End-Use Parties receiving Transportation Service will equal the sum of the customer-specific MDDQs for Categories 1 and 4, plus the SourceGas Distribution loss and unaccounted percentage.
- B. End-Use Parties receiving Resale Service who change to Transportation Service: Category 1 will be based on SourceGas Distribution's Base Rate Area I Large Commercial Class load factor from the most recent rate case

applied to the End-Use Parties' most recent five years of average annual usage, plus the sum of Category 2 and 4, plus the SourceGas Distribution loss and unaccounted percentage.

- C. End-Use Parties receiving Resale Service will equal the sum of the MDDQs for Categories 1, 2, 3 and 4 minus the total Transportation Service MDDQs.
- D. New End-Use Parties lacking one year of usage history will equal the sum of the customer-specific MDDQs for Category 3 and 4, plus the SourceGas Distribution loss and unaccounted percentage. After a new meter has been on Transportation Service for a minimum of the prior November through March period, the MDDQ will be updated using the method described above for Transportation Service.
- E. New Transportation Service Snow Melt Only Meters will equal the connected load (calculated as the sum of the nameplate capacity of all connected equipment), plus Category 4, plus the SourceGas Distribution loss and unaccounted percentage.

The level of Resale Service MDDQs held by SourceGas Distribution for Sales Service customers downstream of the Rocky Mountain system will be based on the methodology for determining MDDQs discussed in this Section IV. As End-Use Parties move between Sales Service and Distribution Transportation Service, between Agents, or become Shippers, Rocky Mountain will adjust and bill the requisite MDDQs available to each Shipper, and adjust SourceGas Distribution's overall MDDQ by a corresponding amount, based on the applicable methodology for determining MDDQs discussed in this Section IV.

Section V Receipt Point and Delivery Point Pathing

For all end-users, except for the 121 A M Gas End-Use Parties whose present pathing is grandfathered until April 30, 2011, as discussed below in Section IX-D, the Primary Receipt-to-Delivery Point Pathing assignment of capacity will be based on

Rocky Mountain's Segment Analysis of the physical gas flows on the design peak day, the result of which is contained in Appendix A – Receipt-to-Delivery Point Allocations below. This analysis is designed to ensure that each customer behind the same TBS will have the same Primary Receipt-to-Delivery Point capacity allocation.

Appendix A shows the breakdown of the gas flow on Rocky Mountain on a design peak day for each receipt point and on-system Delivery Point² serving SourceGas Distribution. Appendix A shows the percentage of gas that must be sourced from each Primary Receipt Point on a peak day for each on-system customer, regardless of their supplier.

In conjunction with the annual May 1 reset of MDDQs, as described in Section IV above, Rocky Mountain will update the contract physical flows with a new Segment Analysis.

Section VI Nomination and Balancing

A Shipper will be permitted to submit nominations to off-system points on a Secondary Delivery Point basis. A Shipper or Agent with a Firm Transportation Agreement will be permitted to aggregate and net on- and off-system imbalances under that agreement across the entire Rocky Mountain system. Shippers or Agents with a Master Agreement will be permitted to trade on- and off-system imbalances with other Shippers across the entire Rocky Mountain system.

Section VII Contracts

As discussed above, a key aspect of this proceeding is that capacity on the Rocky

² On Rocky Mountain, an on-system Delivery Point means a Delivery Point where gas is being transported by the Company directly to the End-Use Party or to a SourceGas Distribution Delivery Point. An off-system Delivery Point means a Delivery Point where gas is being transported by the Company to a Transporting Pipeline other than SourceGas Distribution.

Mountain system will follow an End-Use Party desiring to transport on the SourceGas Distribution system. The End-Use Party may have a contract with Rocky Mountain for Firm Transportation Service. Also, rather than hold a contract, such End-Use Party may use the services of a marketer or broker or other representative through execution of an Agency Agreement between the End-Use Party and an Agent under the Agent's master agreement. A master agreement is simply a Firm Transportation Service Agreement held by an Agent. Rocky Mountain will determine the level of capacity held by each firm shipper on its system, as detailed in Section IV of this Stipulation.

In order to streamline the contracting process, the Parties have agreed that the following forms are necessary and comply with the Commission's rules:

1. Distribution Transportation Service Request and Agreement – SourceGas Distribution
 2. Agency Agreement for areas not served by Rocky Mountain – SourceGas Distribution
 3. Request for Firm Transportation Service – Rocky Mountain
 4. Agency Agreement – Rocky Mountain
 5. Firm Transportation Service Agreement – Rocky Mountain
 6. Change of Agent – Rocky Mountain
- A. Distribution Transportation Service Request and Agreement - SourceGas Distribution

The Parties have agreed to make streamlining changes to the forms of

transportation service agreements on the SourceGas Distribution system. The Form of Distribution Transportation Service Request and the Form of Distribution Transportation Service Agreement are being combined into a single form. Rocky Mountain will obtain the necessary consent of the End-Use Party before SourceGas Distribution shares certain customer specific data such as peak day and usage information on the End-Use Party with Rocky Mountain.

B. Agency Agreement for Areas Not Served by Rocky Mountain – SourceGas Distribution

The Form of Agency Agreement is revised consistent with the changes made to the form applicable to transportation service on the Rocky Mountain system. The Agency Agreement signed by a Shipper using on-system transportation service on the Rocky Mountain system will provide authorization for all of the functions needed to enable transportation service on the SourceGas Distribution system. The Form of Agency Agreement included in the SourceGas Distribution Tariff only applies to Distribution Transportation Service that occurs in service areas not served by Rocky Mountain.

C. Request for Firm Transportation Service – Rocky Mountain

This form has been revised to reduce the amount of information that a prospective shipper is required to provide to Rocky Mountain. The experience with transportation service that Rocky Mountain has acquired in the last two decades supports the Parties' proposal to eliminate unnecessary information from this form. This form also serves as

the document describing the capacity and pathing requirements that the requesting end-use customer must obtain on Rocky Mountain. Billing for the demand rate will be according to the capacity listed in the attached request form(s).

D. Agency Agreement – Rocky Mountain

Rocky Mountain's experience is that an End-Use Party using an Agent relies upon the agent to perform all of the functions required of a shipper (such as making nominations, addressing billing issues, receiving notices, etc.). Reflecting this experience, the Parties have agreed to change this form to provide that the agent will be responsible for all functions normally expected to be performed by a shipper. The portion of the form agreement that required the shipper and the agent to expressly designate functions to be performed by the agent therefore has been removed.

E. Firm Transportation Service Agreement – Rocky Mountain

This form has been revised to remove several provisions that will now be addressed either in the Firm Transportation Service Rate Schedule FTS-1 or in the General Terms and Conditions of the Rocky Mountain Tariff.³

³ The provisions that are removed are Article I (addressing the scope of the agreement) and Article III (addressing rate schedule). The provisions that are moved to be addressed elsewhere in the tariff are Article II (addressing the term of the agreement), Article V (addressing gas quality), Article VI (addressing processing), Article VII (addressing contract assignment), Article VIII (addressing contract interpretation and modifications), Article IX (addressing effect of contract to supersede prior agreements) and Article X (addressing certifications made by the shipper). These provisions are addressed in either Section 3.2 of the FTS-1 Rate Schedule or in Section 16 of the General Terms and Conditions of the Rocky Mountain Tariff. These revisions do not constitute a

F. Change of Agent – Rocky Mountain

This form is added to assist Rocky Mountain in the transactional record keeping required by Commission Rule 4206 (f).

The steps that an End-Use Party or Agent will take to complete the contract process are as following:

Step One – End-Use Party completes (a) Distribution Transportation Service Request – SourceGas Distribution, (b) Request for Firm Transportation Service – Rocky Mountain, and (c) Agency Agreement – Rocky Mountain, if an Agent is desired. A Credit Application will also be required to determine deposit requirements of the Shipper. The Credit Application is already contained in Rocky Mountain's Tariff.

- a) The Distribution Transportation Service Request and Agreement – SourceGas Distribution form serves as a notification to SourceGas Distribution that a customer desires to receive service under the Distribution Transportation Service Rate Schedules. It also provides basic customer information to assist SourceGas Distribution in the approval of the request.
- b) The Request for Firm Transportation Service – Rocky Mountain form provides similar notice to Rocky Mountain that an End-Use Party requires capacity on Rocky Mountain's system. The information supplied on the form will assist Rocky Mountain in its evaluation of the application and its calculation of the MDDQ required for the End-Use Party. An Agent desiring to manage

substantive change to the terms governing transportation service as all of the relevant provisions of the Rocky Mountain Tariff are incorporated by reference into each transportation service agreement.

transportation services for End-Use Parties must also submit a Request for Firm Transportation Service – Rocky Mountain prior to executing a Firm Transportation Service Agreement – Rocky Mountain for use as a master agreement.

- c) The Agency Agreement – Rocky Mountain form is an attachment to be used in conjunction with the Request for Firm Transportation Service – Rocky Mountain. This form designates an Agent and allows for the capacity associated with an End-Use Party to be associated with that Agent's master agreement.

Step Two – Rocky Mountain evaluates the submitted Request for Firm Transportation Service. Rocky Mountain may either approve the request or require additional information, such as when a deposit or facilities agreement may be necessary. At this time, Rocky Mountain will also calculate the MDDQ required by the End-Use Party. SourceGas Distribution will also evaluate the Distribution Transportation Service Request. If Rocky Mountain approves the request, a copy of the completed Request with the MDDQ information will be returned to the End-Use Party and Agent. The MDDQ will be attached to the master agreement as Requests with Agency Agreements are received from End-Use Parties designating the Agent.

Step Three – Once Rocky Mountain's approval of the Request for Firm Transportation Service – Rocky Mountain is received, the requesting End-Use Party and Rocky Mountain will execute a Firm Transportation Agreement. If the End-Use Party has designated an Agent in the Request, the approved, completed Request and Agency Agreement will be attached to the master agreement of the specified Agent. An executed Firm Transportation Agreement will not be required from the End-Use Party when an

Agent with a master agreement has been designated.

Once Service on Rocky Mountain Commences – When an End-Use Party, already receiving transportation service under a master agreement, decides to take Transportation Service on Rocky Mountain from a different Agent, the End-Use Party must submit a Change of Agent Form and new Agency Agreement. Both forms must be signed by the End-Use Party and the new Agent. Once those forms are received by Rocky Mountain, the approved, completed Request form of that End-Use Customer will be removed from the master agreement of the former Agent's master agreement and attached, along with the Change of Agent Form and new Agency Agreement, to the new Agent's master agreement, and Rocky Mountain will notify the former Agent within one week of receiving the Change of Agent Form. A copy of the Change of Agent Form will be attached to the former Agent's master agreement. In the event that an End-Use Party on Distribution Transportation Service with an Agent notifies SourceGas Distribution of their intention to return to Sales Service, SourceGas Distribution will notify the former Agent within one week of receiving such notice.

Section VIII Accompanying Tariff Changes Other Than Contracts

The following tariff changes are proposed to effect the provisions of this Stipulation.

Rocky Mountain Natural Gas LLC, Tariff Vol. No. 3

<u>Sheet No.</u>	<u>Change</u>
19	Change in definition of Receipt Point capacity availability to reflect capacity and pathing requirements set forth in Transportation Request Forms and Firm Transportation Service Agreements

- 20 Change in definition of Delivery Point capacity availability to reflect capacity and pathing requirements set forth in Transportation Request Forms and Firm Transportation Service Agreements
- 22 (1) Update of Company address, (2) change to timing of execution of Service Agreement from 30 to 15 days, and (3) movement of paragraph 3.5 to Sheet No. 22A
- 22A (1) Change to Contract Quantity to reflect calculation of MDDQ and MDTQ as described in this Stipulation and Agreement and (2) description of process for Contract Quantity Adjustment
- 23 (1) Listing of Service Agreement terms and conditions previously included in Form of Agreement and (2) movement of paragraphs 5.1 and 5.2 to Sheet No. 23A
- 23A (1) Listing of Service Agreement terms and conditions previously included in Form of Agreement and (2) movement of paragraphs 5.1 and 5.2 from Sheet No. 23
- 24 Change to Reservation Charge description to reflect new MDDQ and MDTQ calculation
- 25 Change to Authorized Overrun calculation to reflect applicability to firm off-system deliveries only
- 26 Change to Unauthorized Overrun calculation to reflect applicability to firm off-system deliveries only
- 27 Removal of definitions for "On-System" transportation and "Off-System" transportation from paragraph 5.3.e.(1) which were moved to Sheet No. 55
- 34 Clean up of typo and capitalization of defined terms on tariff page
- 34A Change in timing requirements for submittal of Change of Agent Form from two business days to 14 days taking effect on the first day of a calendar month
- 35 Change to reflect elimination of Interruptible Transportation Service availability for SourceGas Distribution LLC Delivery Points
- 54 Change to MDDQ and MDRQ definitions to reflect calculation method and contracting described in this Stipulation and Agreement
- 55 (1) Change to MDTQ definition to reflect requirements set forth in this Stipulation and Agreement and (2) addition of On- and Off-System definitions removed from Sheet No. 27
- 57 Clarification to Secondary Delivery Point definition

64	Removal of requirement to include facilities agreement with Service Agreements where new facilities are required
120-123A, 121-123G	Changes to Service Agreement as detailed in Section VII of the Stipulation and Agreement
124-130	Changes to Request Form as detailed in Section VII of the Stipulation and Agreement
139	Creation of Interruptible Transportation Service Agency Agreement specific to that service

SourceGas Distribution LLC, Tariff Vol. No. 7

<u>Sheet No.</u>	<u>Change</u>
83	(1) Addition of Contract Quantity and Contract Quantity Adjustment section to apply to customers taking Distribution Transportation Service in areas not downstream of Rocky (2) removal of requirement for facilities agreement with form of contract for Distribution Transportation Service
85	Update to Company Address
86	Listing of information required on Request Form for Distribution Transportation Service
87	Listing of Service Agreement terms and conditions previously included on Distribution Transportation Agreement
87A, 87B	Movement of paragraphs 3.3, 3.4, 3.5 and 3.6 a and b due to inclusion of terms and conditions in Section 3.2
88	Changes to Authorized and Unauthorized Overrun charges to reflect removal of MDSQ from form of contract
89	Change to balancing provisions to reflect removal of MDSQ from form of contract
93C	Change in timing requirements for submittal of notice for change of delegation
95-104B, 104E, 104F	Changes to Service Agreement, Distribution Transportation Service Request Form and Agency Agreement described in Section VII of this Stipulation and Agreement

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Changes to MDDQ, MDRQ and MDSQ definitions to reflect their application under new Distribution Transportation Service contracts

Section IX A M Gas Transition Plan

A. Successor to A M Gas⁴

It is the intent of the Parties that if any entity, acquires all or any portion of A M Gas' transportation agreements with Rocky Mountain, including any of the current 121 End-Use Parties that becomes a Shipper and hence a successor in interest, before or after the effective date of the tariffs and the completion of the A M Gas transition plan discussed in this Section IX below, that successor in interest of A M Gas will be bound by the terms of this Stipulation in its capacity as successor in interest to A M Gas. A M Gas represents that it will take the necessary steps to contractually bind its successor-in-interest to the terms of this Stipulation. For the purpose of this Stipulation, the terms of this Transition Plan shall apply to A M Gas' successor in interest or any of the 121 individual End-Use Parties each identified by their meter number contained in Confidential Appendix F – Calculation of A M Gas MDDQ.

B. A M Gas MDDQs

A M Gas currently holds two firm and one interruptible transportation contract to serve its 121 customers that are presently End-Use Parties. Based on an analysis consistent with the methodology for determining MDDQs that is described in Section IV of this Stipulation, A M Gas requires a higher level of MDDQs to serve the 121 End-Use Parties on a peak day than it currently has available to serve these customers. Except as provided for below, on the effective date of the tariffs accompanying this Stipulation, A M Gas will be billed for and have access to the total MDDQ specified in Confidential Appendix F.

Beginning on the effective date of tariffs accompanying this Stipulation, the MDDQs for the existing 118 non-seasonal firm service A M Gas End-Use Parties will be

⁴ While no other Agents serving End-User Parties downstream of Rocky Mountain currently exist, the provisions of this paragraph A will apply to and bind any Agent and its successor-in-interest.

based on the highest daily metered peaks for each customer during the period January 1, 2000 through March 31, 2009, plus the five percent contingency, plus the SourceGas Distribution system loss and unaccounted percentage. Beginning on the effective date of the tariffs accompanying this Stipulation, the MDDQs for the existing two seasonal firm service A M Gas End-use Parties will be calculated by applying a 100 percent load factor to the Average Annual Usage for the period January 1, 2004 through December 31, 2008, plus the five percent contingency, plus the SourceGas Distribution system loss and unaccounted percentage. Effective May 1, 2010, all non-seasonal A M Gas MDDQs will be determined based on the method described in Section IV.

If, between the effective date of the tariff sheets accompanying this Stipulation and five calendar months, any existing A M Gas customer has selected another Agent or becomes its own Shipper or returns to Sales Service, the total MDDQs required to be held by and billed to A M Gas will be reduced by a level equal to the customer-specific MDDQ for that customer as determined through the methodology described in Section IV of this Stipulation. Any such change to the MDDQs will become effective on the first day of a month that such conversion occurs.

If, between the effective date of the tariff sheets accompanying this Stipulation and five calendar months, A M Gas acquires a new customer, the total MDDQs required to be held by and billed to A M Gas will be increased by a level equal to the customer-specific MDDQ for that customer as determined through the methodology described in Section IV of this Stipulation. Any such change to the MDDQs will become effective on the first day of the month that such conversion occurs.

C. Existing A M Gas Rocky Mountain Firm Transportation Agreements and Agency Agreements

As of the effective date of the tariff sheets accompanying this Stipulation, A M Gas's two current Rocky Mountain Natural Gas LLC Firm Transportation Service Agreements (Contract Nos. 521121 and 521122) will be terminated. A M Gas will

execute a new Firm Transportation Agreement effective as of the effective date of the tariff sheets accompanying this Stipulation.

Except in the event that any existing A M Gas customer has selected another Agent or becomes its own Shipper or returns to Sales Service, A M Gas's 121 End-Use Parties existing prior to the effective date of the tariff sheets accompanying this Stipulation, will transition to the new form of agreements as specified in the tariff sheets of Rocky Mountain and SourceGas Distribution, respectively, according to the following schedule that begins on the effective of tariffs sheets accompanying this Stipulation:

Three calendar months: A M Gas submits all completed new contracts to Rocky Mountain;

Three and one-half calendar months: Rocky Mountain notifies remaining A M Gas End-Uses Parties served by Rocky Mountain of their pending reversion to Sales Service five months after the effective date of the tariffs accompanying this Stipulation, unless they or their Agent submit the new signed agreements to Rocky Mountain four and one-half months from the effective date of the tariffs accompanying this Stipulation;

Four and one-half calendar months: Last day for A M Gas and other potential Agents and Shippers to submit remaining completed contracts to Rocky Mountain; and

Five calendar months: All SourceGas Distribution End-Use Parties served by Rocky Mountain that did not submit signed new form of agreements four and one-half months from the effective date of the tariff accompanying this Stipulation will return to Sales Service.

During the transition period, until the new form of agreements are signed and effective, these current SourceGas Distribution Transportation agreements and Agency

Agreements will serve as the documents under which the End-Use Parties receive Transportation Service on SourceGas Distribution and Rocky Mountain.

D. A M Gas Receipt and Delivery Points

For the 121 A M Gas End-Use Parties, on the effective date the tariffs accompanying this Stipulation until May 1, 2011, the peak day Primary Receipt-to-Delivery Point pathing will be grandfathered provided the customers remain on Transportation Service. Confidential Appendix G – A M Gas End-Use Party Primary Receipt-to-Delivery Point Pathing contains the grandfathered pathing for these 121 customers on a peak day until May 1, 2011. If the End-Use Party remains on Transportation Service, but changes Agents or becomes a Shipper, the Primary Receipt-to-Delivery Points pathing specified in Appendix G will move with the End-Use Party. If the End-Use Party returns to Sales Service the grandfathered pathing terminates effective on the date the End-Use Party returns to Sales Service. If the End-Use Party changes Agents, becomes a Shipper, or returns to Sales Service, A M Gas' access to that End-Use Party's pathing terminates.

Effective May 1, 2011, for any of the original 121 End-Use Parties remaining on Transportation Service, the Primary Receipt-to-Delivery Point pathing will change to that specified by the then current Rocky Mountain Segment Analysis that is applicable to the all other End-Use Parties.

E. Existing A M Gas Interruptible Rocky Mountain Transportation Agreement

A M Gas currently holds an Interruptible Rocky Mountain Natural Gas LLC Transportation Agreement (Contract No. 768). Effective on May 1, 2010, the interruptible contract used to serve one customer downstream on the SourceGas Distribution system will be terminated. The End-Use Party served under that contract may return to Sales Service or become a Firm Transportation customer.

Section X Contract for Existing End Use Parties Not Downstream of Rocky Mountain

Exiting End-User Parties served on the parts of SourceGas Distribution's system that are not downstream of Rocky Mountain (i.e., service areas outside of Western Slope) are required to complete the new forms of agreements according to the schedule described in Section IX above.

Section XI Future Rocky Mountain Rate Case

As mentioned above, due to lower rates for Firm Transportation Service on Rocky Mountain compared to the rates for Resale Service as a result of the difference in the service provided, combined with their size and load profiles, some customers may be able to reduce the cost of their natural gas service by receiving transportation service rather than Sales Service. This situation could cause Rocky Mountain to file a rate case to recover the potential revenue deficiencies. However, Rocky Mountain will file a rate case no earlier than two years after the effective date of the tariff sheets accompanying this Stipulation. If there is a material change in the SourceGas Distribution system or Rocky Mountain's customer base downstream of the Rocky Mountain system in the form of an acquisition or sale of assets, then the two year stay out will not apply, and will have no force or effect.

If Rocky Mountain files its next rate case later than two years, but earlier than five years, after the effective date of the tariff sheets accompanying this Stipulation, Rocky Mountain's filed case may not propose a percentage share of maximum base rate revenue to be borne by Transportation Service customers as a percent of the sum of the Resale Service and Transportation Service maximum base rate revenues of less than five (5) percent. The provisions of this Section XI will not apply to any Rocky Mountain rate case filed five years or more after the effective date of the these tariff sheets or in the event that the test year volumes on Rocky Mountain's system attributable to maximum rate Transportation Service customers are less than 895,000 Mcf. If Rocky Mountain files a rate case within the two to five year period after the tariffs accompanying this Stipulation become effective, Rocky Mountain will address rate comparability between

the Sales and Transportation customers, consistent with the principle that costs will be allocated based on cost causation.

III. EFFECTIVE DATE OF SETTLEMENT

AND

TERMS AND CONDITIONS OF SERVICE

The Parties specifically request that the Companies' new Tariff sheets implementing the terms of this Stipulation shall take effect as soon as possible on or after November 1, 2009. This Stipulation shall take effect upon its approval by the Commission. The Parties hereto acknowledge that execution of this Stipulation does not in any way impair rights that exist under the Public Utilities Law of Colorado or Commission regulations to seek changes or review of the Companies' tariffs.

IV. WITHDRAWAL

This Stipulation shall not become effective until the issuance of a final Commission Order approving the Stipulation that does not modify the Stipulation in a manner that is unacceptable to any of the Parties. In the event the Commission modifies this Stipulation in a manner unacceptable to any Party, that Party shall have the right to withdraw (a "Withdrawing Party") from this Stipulation and proceed to hearing. All Parties hereto agree that a Withdrawing Party is entitled to such a hearing regardless of whether or not in the filing that commenced this docket the Companies requested such a hearing, or requested such a hearing on an expedited basis, such that the hearing date has either not been scheduled at all or the date for the hearing has passed at the time of the Withdrawal Deadline (as defined in the next sentence). A Withdrawing Party shall,

within three business days of the Commission modification (the “Withdrawal Deadline”), notify the Commission and the Parties to this Stipulation by e-mail (the “Withdrawal Notice”) that the Withdrawing Party is withdrawing from the Stipulation and that the Withdrawing Party requests that the Commission establish a procedural schedule that includes deadlines for the filing of direct, answer and rebuttal testimonies, and other prehearing procedural timelines.

The withdrawal of a Party shall not automatically terminate this Stipulation as to the Withdrawing Party or any other Party. However, within three business days of the date of the Withdrawal Notice from the first Withdrawing Party, all Parties shall confer as to whether the unmodified aspects of the Stipulation remain in force. Within five business days of the date of the Withdrawal Notice(s), the Parties shall file with the Commission a formal notice informing the Commission of the aspect(s) or issue(s) of the Stipulation that all parties have agreed will remain in force and therefore shall not proceed to hearing. Other than these stipulated provisions that will remain in force, any issues, including those not covered in the Stipulation, as long as they are within the scope of the docket can be raised by the Parties in the hearing. As such, the Parties who proceed to hearing shall have and be entitled to exercise all rights with respect to the issues that are heard that they would have had in the absence of this Stipulation. The Parties waive their right to a hearing only to the extent that the Commission approves the terms of this Stipulation either without modification or with their consent.

Anything else in this Stipulation to the contrary notwithstanding, if a Withdrawal Notice has been timely filed and the Commission for any reason does not schedule a hearing, this Stipulation shall be deemed withdrawn as to all Parties prior to any ruling on

it by the Commission, nunc pro tunc, and hence null and void and of no effect. In the event that this Stipulation is thus deemed withdrawn, or is not approved, or is approved with conditions that are unacceptable to any Party who subsequently withdraws, the negotiations or discussions undertaken in conjunction with the Stipulation shall not be admissible into evidence in this or any other proceeding, except as may be necessary in any proceeding to enforce this Stipulation.

V. IMPLEMENTATION

The Parties agree that, upon final Commission approval of this Stipulation, the Companies will make filings with the Commission, on not less than one day's notice prior to the effective date ordered by the Commission. The filing will cite the order approving the Stipulation and include the settlement tariff sheets set forth herein in Appendix C and Appendix E. The Parties agree that the Commission's order should direct the Companies to place into effect tariff sheets reflecting the tariff changes that are in all respects identical to the pro forma tariff sheets contained in Appendix C and Appendix E hereto, with the exception that the effective date of the Commission's order shall be inserted in the tariff sheets where such reference is indicated. The settlement Tariff sheets shall then become final Tariff sheets to be effective as provided in Article III hereof. Such Tariff sheets shall not be subject to modification except in accordance with the Public Utilities Law and the Commission's Rules and Regulations thereunder.

VI. GENERAL TERMS AND CONDITIONS

The Parties agree that this Stipulation and the settlement tariff sheets contained in the Appendices have been agreed to by the Parties solely for purposes of settlement and do not constitute a settled practice or otherwise have precedent-setting value in any future proceedings. The Parties shall not be deemed to have approved, accepted, agreed to, or consented to any concept, theory, or principle underlying or supposed to underlie any of the matters provided for in this Settlement. Notwithstanding the resolution of the issues set forth in this Stipulation, none of the resolutions shall be deemed by the Parties to constitute a settled practice or precedent in any future proceeding, and nothing herein shall constitute a waiver by any Party with respect to any matter not specifically addressed herein.

This Stipulation reflects the compromise and settlement of all issues that were raised or that could have been raised in this docket. This Stipulation shall be filed as soon as possible with the Commission for its approval and shall not become effective unless and until the Commission issues a final order approving the Stipulation without modification, as described above.

Approval by the Commission of this Stipulation without modification shall constitute a determination that the Stipulation represents a just, equitable, and reasonable resolution of all issues that were or could have been contested among the parties in this proceeding. The Parties state that reaching agreement as set forth herein by means of a negotiated settlement rather than through a formal adversarial process is in the public interest and that the results of the compromises and settlements reflected in this Stipulation are in the public interest.

Each Party hereto pledges its support of this Stipulation and urges the Commission to approve the Stipulation in its entirety, subject to the terms and conditions provided herein.

The Parties agree to a waiver of compliance with any requirements of the Commission's Rules and Regulations to the extent necessary to permit all provisions of this Stipulation to be carried out and effectuated.

This Stipulation may be executed in counterparts, which together shall constitute the entire Stipulation with respect to the issues addressed by this Stipulation. Signatures may be provided by facsimile. For those Parties for whom this Stipulation is executed by counsel, such counsel states that (s)he has authority to execute this Stipulation on behalf of his/her client.

DATED this 16th day of September 2009.

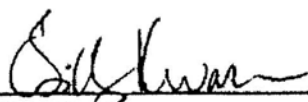
**ROCKY MOUNTAIN NATURAL GAS LLC
SOURCEGAS DISTRIBUTION LLC**

By: Bentley W. Breland
Bentley W. Breland
Executive Vice President
Rocky Mountain Natural Gas LLC
SourceGas Distribution LLC
370 Van Gordon Street, Suite 4000
Lakewood, CO 80228

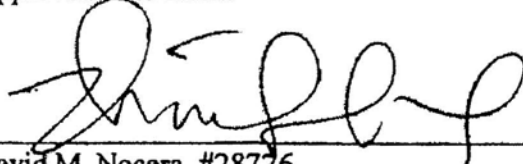
by William Lopez
William Lopez #16453
Assistant General Counsel
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Telephone: (303) 243-3425
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**STAFF OF THE
COLORADO PUBLIC UTILITIES COMMISSION**

By: _____


Billy Kwan
Energy Analyst
Colorado Public Utilities Commission
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Approved as to form:


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Senior Assistant Attorney General
Keith J. Kirchubel, #37837
Assistant Attorney General
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Business and Licensing Section
1525 Sherman Street, 5th Floor
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Attorneys for Staff of the Colorado
Public Utilities Commission

A M GAS TRANSFER CORP.

Approved as to form:

By: 

Barton J. Levin
President
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Fax: (303) 837-1557


Attorney for A M Gas Transfer Corp.

A M GAS TRANSFER CORP.

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By: 

Marc Peter
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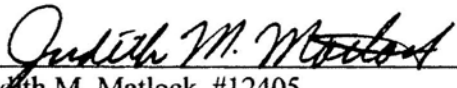
Attorneys for Seminole Energy Services,
LLC

SEMINOLE ENERGY SERVICES, LLC

Approved as to form:

By: _____

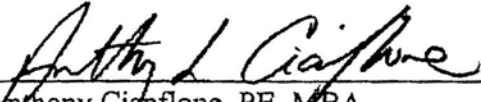
Marc Peter
Director
Seminole Energy Services, LLC
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Sam Niebrugge, #39006
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Attorneys for Seminole Energy Services,
LLC

TIGER NATURAL GAS

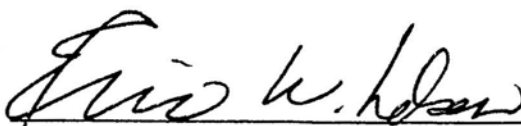
By: 
Anthony Ciaffone, PE, MBA
Director - Rocky Mountain Region
Tiger Natural Gas
1285 Norwood Avenue, Suite 100
Boulder, CO 80304

**SOURCEGAS ENERGY SERVICES
COMPANY**

Approved as to form:

By: 

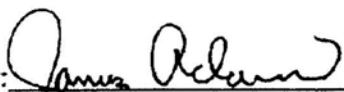
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Eric W. Nelsen #40800
Deputy General Counsel
SourceGas Energy Services Company
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Attorney for SourceGas Energy Services
Company

ENERGY OPTIONS, LLC

By:  _____

James Adams

President

Energy Options, LLC

4401 Montview Boulevard

Denver, CO 80207

Appendices

- A. Receipt and Delivery Point Allocations
- B. Redline Rocky Mountain Tariffs
- C. Proposed Rocky Mountain Tariffs
- D. Redline SourceGas Distribution Tariffs
- E. Proposed SourceGas Distribution Tariffs
- F. Confidential - Calculation of A M Gas MDDQ
- G. Confidential – A M Gas End-Use Party Primary Receipt-to-Delivery Point Pathing

Appendix A

Receipt and Delivery Point Allocations

Rocky Mountain Natural Gas LLC
Receipt and Delivery Point Allocations

Line No.	Town Border Station	County	Receipt Points		
			CIG-Dudley Bluffs and TransCO-Roan Cliff /1	TransCO-Olathe	Rifle Area /2
1	Collbran	Mesa	100%		
2	Cedaredge	Delta	100%		
3	Orchard	Delta	100%		
4	Delta	Delta	100%		
5	Hotchkiss/Paonia	Delta	100%		
6	Olathe	Montrose		100%	
7	Montrose	Montrose		100%	
8	Norwood	San Miguel		100%	
9	Telluride	San Miguel		100%	
10	Brush Creek	Pitkin	34%		66%
11	Snowmass Village	Pitkin	34%		66%
12	Frost Creek	Eagle			100%
13	Brightwater	Eagle			100%
14	Glenwood Springs	Garfield			100%
15	CRMS (Carbondale)	Garfield			100%
16	Eagle	Eagle	5%		95%
17	Gypsum	Eagle	34%		66%
18	Basalt/ El Jebel	Garfield	34%		66%
19	Los Amigos	Garfield			100%
20	Cordillera	Eagle			100%
21	Edwards	Eagle			100%
22	Mesa	Mesa	100%		
23	Woody Creek	Pitkin	34%		66%
24	PSCO/Edwards (Bachelor Gulch)	Eagle			100%
25	Missouri Heights MBS	Garfield	34%		66%
26	Aspen Glen MBS	Garfield			100%
27	Ranch of Roaring Forks MBS	Garfield	34%		66%
28	Aspen Village MBS	Pitkin	34%		66%
29	Westfeed MBS	Mesa	100%		
30	American Soda				
31	Eagle Airport	Eagle			100%
32	Ouray	Ouray		100%	
33	Log Hill/Fairway Pines	Ouray		100%	
34	Ridgway	Ouray		100%	
35	Upstream Segment 40 Montrose Ouray	Ouray		100%	
36	Upstream Segment 40 Uncompaghre Development	Ouray		100%	
37	Upstream Facility - Segment 20	Garfield	100%		
38	Upstream Facility - Segment 30	Delta	100%		
39	Upstream Facility - Segment 40	Montrose		100%	
40	Upstream Facility - Segment 50	Montrose		100%	
41	Upstream Facility - Segment 60	San Miguel		100%	
42	Upstream Facility - Segment 70	Mesa	100%		
43	Upstream Facility -Segment 80	Garfield			100%
44	Upstream Facility -Segment 90	Garfield			100%
45	Upstream Facility -Segment 110	Garfield			100%
46	Upstream Facility - Segment 120	Eagle			100%
47	Upstream Facility - Segment 130	Eagle			100%
48	Upstream Facility - Segment 140	Eagle			100%
49	Upstream Facility - Segment 150	Garfield	34%		66%
50	Upstream Facility - Segment 160	Eagle	34%		66%
51	Upstream Facility - Segment 170	Pitkin	34%		66%
52	Upstream Facility - Segment 180	Garfield	34%		66%
53	Upstream Facility - Segment 190	Eagle	34%		66%
54					
55	/1 End-Use Party has the ability to select either Receipt Point or a combination of both.				
56	/2 CIG-PSCO-Rifle 59% and Rifle Plant 41%--divided either 92% at Williams or a maximum of 47% at Canyon and the remainder at Williams.				

Appendix B

Redline Rocky Mountain Tariffs

Rocky Mountain Natural Gas LLC

Colo. PUC No. 3
First Revised Sheet No. 19
Cancels Original Sheet No. 19

FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

2.2 The Company shall receive from the Shipper, or for the account of the Shipper, at Receipt Points on the Company's system, for transportation under this Rate Schedule, daily quantities of Gas tendered for the account of the Shipper up to the Shipper's ~~Maximum Daily Transportation Quantity, including MDTQ, in addition to the~~ Fuel/Loss Reimbursement Quantity and other allowable deductions, as specified in the Transportation Service Agreement between the Shipper and the Company, ~~or as increased by the Company pursuant to Section 5.3.a of this Rate Schedule.~~ Provided that the Company under no circumstances shall be obligated to receive for the account of the Shipper quantities of Gas in excess of the Shipper's ~~Maximum Daily Transportation Quantity, including MDTQ, in addition to the~~ Fuel/Loss Reimbursement Quantity and other allowable deductions, the Company shall:

- | | | |
|-----|--|---|
| a. | <u>Receive from the Shipper, or for the account of the Shipper, daily quantities of Gas up to the MDRQ in addition to the Fuel/Loss Reimbursement Quantity and other allowable deductions at each individual Primary Receipt Point specified in the Requests for Firm Transportation Service appended to a Service Agreement. The volume specified for a Primary Receipt Point shall not exceed the available firm Capacity at that point.</u> | C |
| a. | Receive from the Shipper, or for the account of the Shipper, daily quantities of Gas up to the Maximum Daily Receipt Quantity specified in the Service Agreement, or as modified pursuant to Section 5.3.a hereof, at each individual Primary Receipt Point specified in said Agreement. The volume specified for a Primary Receipt Point shall not exceed the available firm Capacity at that point. | |
| b. | <u>On any Day that sufficient uncommitted capacity on upstream Transporting Pipelines and Company Capacity are available, receive from the Shipper, or for the account of the Shipper, quantities of Gas tendered at a Primary Receipt Point in excess of the MDRQ specified for that point.</u> | C |
| bc. | <u>On any Day that sufficient uncommitted capacity on upstream Transporting Pipelines and Company Capacity are available, receive from the Shipper, or for the account of the Shipper, quantities of Gas tendered at a</u>
Primary available Secondary Receipt Point in excess of the Maximum Daily Receipt Quantity specified for that point. <u>Points.</u> | C |
| e. | On any Day that sufficient uncommitted capacity on upstream Transporting Pipelines and Company Capacity are available, receive from the Shipper, or for the account of the Shipper, quantities of Gas tendered at Secondary Receipt Points. | |

Advice Letter No. _

Issuing Officer

Issue Date: September 16, 2009

Decision or
Authority No.

Title

Effective Date:

Rocky Mountain Natural Gas LLC

Colo. PUC No. 3
First Revised Sheet No. 20
Cancels Original Sheet No. 20

FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

- 2.3 Upon receipt of Gas from the Shipper, or for the Shipper's account, the Company shall, after a reduction for the Fuel/Loss Reimbursement Quantity and any other allowable deductions, transport and deliver for the account of the Shipper, the thermal equivalent of such Gas at Delivery Points on the Company's system. Provided that the Company under no circumstances shall be obligated to deliver for the account of the Shipper quantities of Gas in excess of the Shipper's ~~Maximum Daily Transportation Quantity, less the Fuel/Loss Reimbursement Quantity and other allowable deductions~~ MDTQ, the Company shall:
- a. Deliver to the Shipper, or for the account of the Shipper, daily quantities of Gas up to the ~~Maximum Daily Delivery Quantity~~ MDDQ for Shippers or End-Use Parties specified in the Requests for Firm Transportation Service appended to a Service Agreement, or as modified pursuant to Section 5.3.a of this Rate Schedule, at each individual Primary Delivery Point specified in said ~~Agreement~~ the appended Requests for Firm Transportation Service. The volume specified for a Primary Delivery Point shall not exceed the available firm Capacity at that point.
 - b. On any Day that sufficient uncommitted capacity on downstream Transporting Pipelines and Company Capacity are available, deliver for the account of the Shipper quantities of Gas at a Primary Delivery Point in excess of the ~~Maximum Daily Delivery Quantity~~ MDDQ specified for that point.
 - c. On any Day that sufficient uncommitted capacity on downstream Transporting Pipelines and Company Capacity are available, deliver for the account of the Shipper quantities of Gas at an available Off-System Secondary Delivery Point.

Advice Letter No. _

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Authority No.

Issuing Officer

Title

Issue Date: September 16, 2009

Effective Date:

Rocky Mountain Natural Gas LLC

Colo. PUC No. 3
First Revised Sheet No. 22
Cancels Original Sheet No. 22

FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

No ~~request~~ Request for ~~firm~~ Firm Transportation Service will be entered on the Company's log, or Gas scheduled for receipt and delivery, until the foregoing information (including a completed Request for Firm Transportation Service Request and a Credit Application, if required) has been received by the Company. The foregoing information is to be sent to:

Rocky Mountain Natural Gas LLC
370 Van Gordon Street, Suite 4000
Lakewood, Colorado 80228

Attention: ~~Business Development Department~~

By submitting a completed Request for Firm Transportation Service to the Company, the End-Use Party agrees to be bound, to the extent applicable, to this Rate Schedule and to the General Terms and Conditions of this Tariff.

- 3.2 EXECUTION OF SERVICE AGREEMENT. A ~~firm~~ Firm Transportation Service Agreement shall be executed by the Shipper, or the Shipper's duly authorized agent, within ~~thirty (30)~~ fifteen (15) days of being tendered to the Shipper by the Company, following the Company's acceptance of the terms of the Shipper's request for service, as proposed by the Shipper or as modified by mutual agreement of the Shipper and the Company.
- 3.3 SERVICE DEPOSIT. The Company may require a Shipper to provide a service deposit to the Company as provided in Section 4, Service Deposits, of the General Terms and Conditions of this Tariff.
- 3.4 FILING FEES. In addition to any other payments, charges or fees required by this Tariff, the Shipper shall pay the Company any and all filing and approval fees required in connection with the Shipper's Service Agreement that the Company is obligated to pay to any governmental authority having jurisdiction. Any amount due the Company by the Shipper under this section shall be paid within ten (10) days of the date of the invoice rendered by the Company for such amount.

~~3.5 Shipper shall be responsible for ensuring that the Maximum Daily Transportation Quantity is sufficient to meet the maximum quantity an End Use party uses at its individual Delivery Point(s). If Shipper's Maximum Daily Transportation Quantity at any Delivery Point(s) is overrun by the End Use Party, Shipper may increase Shipper's Maximum Daily Transportation Quantity pursuant to the terms and conditions of Section 5.3a of this Rate Schedule.~~

Advice Letter No. _

Issuing Officer

Issue Date: September 16, 2009

Decision or
Authority No.

Title

Effective Date:

Rocky Mountain Natural Gas LLC

Colo. PUC No. 3
Original Sheet No. 22A

FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

N

- 3.5 CONTRACT QUANTITY. Transporter shall calculate an MDDQ for any End-Use Party submitting a Request for Firm Transportation Service. Such calculation shall include an amount of capacity required and a designation of Primary Receipt and Delivery Points for each End-Use Party premise included in the request. If an End-Use Party designates an Agent to manage its transportation service, the calculated MDDQ of the End-Use Party shall be added to the MDDQ of the Agent's Service Agreement. The sum of MDDQs appended to a Service Agreement shall be the MDTQ used for billing purposes.
- 3.6 CONTRACT QUANTITY ADJUSTMENT. When an End-Use Party overruns its MDDQ, the Company will increase the MDDQ specified in the Request for Firm Transportation Service appended to a Service Agreement. The increased MDDQ will be reflected in the Service Agreement MDTQ for the billing period following the increased MDDQ. End-Use Parties' MDDQs will be evaluated by May 1 of each year. The Company shall reset the End-Use Party's MDDQ based on the highest usage for any day occurring during the previous three years (April 1 through March 31) so long as the End-Use Party has taken Firm Transportation Service at least five (5) months. In the event that an End-Use Party reduces its usage, such End-Use Party may request in writing that the Company consider a reduction in the MDDQ applicable to the End-Use Party. Upon receipt of any such request, the Company may grant a reset of the previously established MDDQ for the following situations only:
- a. The Company determines in its sole discretion that End-Use Party has physically and permanently removed gas consuming appliances or equipment as physically verified by the Company that results in a reduction in MDDQ, in which case Company shall determine the appropriate MDDQ.
 - b. Company determines in its sole discretion that End-Use Party has installed Gas Demand-Side Management equipment as part of a SourceGas Distribution LLC sponsored Demand-Side Management program that results in a reduction in MDDQ, in which case, the Company shall determine the appropriate MDDQ.
 - c. Company determines in its sole discretion that End-Use Party used substantial amounts of gas due to an unforeseen force majeure event such that temporary gas consuming devices are used to mitigate such an event and that such devices are not required for any permanent service requirement and further that End-Use Party will continue to use gas quantities up to the MDDQ.

Advice Letter No. _

Decision or
Authority No.

Issuing Officer

Title

Issue Date: September 16, 2009

Effective Date:

Rocky Mountain Natural Gas LLC

Colo. PUC No. 3
First Revised Sheet No. 23
Cancels Original Sheet No. 23

FIRM TRANSPORTATION SERVICE RATE SCHEDULE FTS-1

4. TERM OF SERVICE AGREEMENT TERMS AND CONDITIONS

4.1 Service Agreements for Firm Transportation Service under this Rate Schedule must be for a period of one year or more. TERM. The Agreement shall be effective for a primary term of no less than one year.

4.2 Firm Transportation Service shall commence and terminate upon the dates specified in the Service Agreement. Unless a different term is otherwise mutually agreed upon between the Company and the Shipper, Firm Transportation Service to a Shipper paying the maximum rate shall continue from year to year after the initial term of the Service Agreement, until terminated as of the end of any contract year upon a minimum of thirty (30) days' written notice from such Shipper to the Company.

a. SourceGas Distribution LLC Primary Delivery Points. If renewable following the primary term, the Agreement may be terminated by either party upon thirty (30) Days' prior written notice, to be terminated effective June 30.

5. RATES AND MONTHLY BILL

b. All other Primary Delivery Points. If renewable following the primary term, the Agreement may be terminated by either party upon thirty (30) days prior written notice, or as specified in the Agreement.

5.1 BASIC RATES. The basic rates, including surcharges, for service under this Rate Schedule are set forth in this Tariff, as revised from time to time.

4.2 ASSIGNMENT. The Agreement shall be binding upon and inure to the benefit of any successor(s) to either Transporter or Shipper by merger, consolidation or acquisition.

5.2 MAXIMUM AND MINIMUM RATES. Where a maximum rate and a minimum rate have been established with respect to an applicable rate, the Company shall charge the Shipper a rate that is no higher than the maximum rate nor lower than the minimum rate so established. The Company shall charge the maximum rate unless otherwise agreed to in writing with the Shipper. Any discounts from the applicable maximum rate shall be granted on a non-discriminatory basis.

4.3 INTERPRETATION AND MODIFICATIONS. The interpretation and performance of the Agreement shall be in accordance with the laws of the State of Colorado. The agreement, and all its rates, terms and conditions, shall at all times be subject to modification by order of the Commission upon notice and hearing and a finding of good cause therefor. In the event that any party to the Agreement requests the Commission to take any action which could cause a modification in the conditions of the Agreement, that party shall provide written notice to the other parties at the time of filing the request with the Commission.

Advice Letter No. _

Issuing Officer

Issue Date: September 16, 2009

Decision or
Authority No.

Title

Effective Date:

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4.4 AGREEMENT BEING SUPERSEDED. When the Agreement becomes effective, it shall supersede and cancel any other Firm Transportation Service Agreements between the parties for the same service.

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Title

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Effective Date:

Rocky Mountain Natural Gas LLC

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Original Sheet No. 23A

FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

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4.5 CERTIFICATIONS. By executing the Agreement, Shipper certifies that: (1) Shipper has title to, or a current contractual right to acquire such title to, the gas to be transported by Transporter; (2) Shipper has, or will have, entered into all arrangements necessary for the commitment of deliveries to transporter; and (3) End-Use Party has a sales and, as applicable, a transportation contract(s) or will enter into such sales and, as applicable, a transportation contract(s) prior to the commencement of service.

5. RATES AND MONTHLY BILL

5.1 BASIC RATES. The basic rates, including surcharges, for service under this Rate Schedule are set forth in this Tariff, as revised from time to time.

5.2 MAXIMUM AND MINIMUM RATES. Where a maximum rate and a minimum rate have been established with respect to an applicable rate, the Company shall charge the Shipper a rate that is no higher than the maximum rate nor lower than the minimum rate so established. The Company shall charge the maximum rate unless otherwise agreed to in writing with the Shipper. Any discounts from the applicable maximum rate shall be granted on a non-discriminatory basis.

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Cancels Original Sheet No. 24

FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

5.3 MONTHLY BILL. Commencing with the first Monthly Billing Period in which the Shipper's Service Agreement for service under this Rate Schedule is effective, and each Monthly Billing Period thereafter during the term of the Service Agreement, the Company shall charge and the Shipper shall pay the Company the sum of the following amounts:

a. RESERVATION CHARGE. Except as provided in Section 5.2 of this Rate Schedule, the monthly reservation charge shall be the applicable maximum rate(s) for Rate Schedule FTS-1 set forth on Sheet No. 10 of this Tariff, as revised from time to time, multiplied by the MDTQ. The MDTQ shall be the sum of all MDDQ specified in the Request(s) for Firm Transportation Service for End-Use Parties that are appended to a Service Agreement.

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a. RESERVATIONb. time, multiplied by the Maximum Daily Transportation Quantity (MDTQ) specified in the Service Agreement between the Shipper and the Company; provided that the Company unilaterally may increase the Shipper's MDTQ if the Shipper overruns the quantity specified in such Service Agreement on four (4) or more Days in any Month. The increased MDTQ shall be reflected on the bill for the month in which the increase occurred. 10 of this Tariff, as revised from time to time, multiplied by the volume of Gas in Mcf delivered by the Company hereunder during the Monthly Billing Period to the Shipper or for the Shipper's account at any Delivery Point, provided that any volumes of Gas taken as authorized overruns under paragraph d. (1) of this section, or as unauthorized overruns that are not subject to the unauthorized overrun penalty charge specified in paragraph d. (2) of this section, shall not be included in the volume of Gas that is subject to the charge specified in this paragraph b.

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b. COMMODITY CHARGE. Except as provided in Section 5.2 of this Rate Schedule, the monthly commodity charge shall be the maximum rate for Rate Schedule FTS-1 set forth on Sheet No. 10 of this Tariff, as revised from time to time, multiplied by the volume of Gas in Mcf delivered by the Company hereunder during the Monthly Billing Period to the Shipper or for the Shipper's account at any Delivery Point, provided that any volumes of Gas taken as authorized overruns under paragraph d. (1) of this section, or as unauthorized overruns that are not subject to the unauthorized overrun penalty charge specified in paragraph d. (2) of this section, shall not be included in the volume of Gas that is subject to the charge specified in this paragraph b.

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FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

- c. ADMINISTRATIVE FEE. The monthly administrative fee shall be the sum of the applicable rates set forth in this Tariff for Rate Schedule FTS-1, as revised from time to time, reflecting the number of delivery meters covered by the Service Agreement hereunder between the Shipper and the Company and the term of the Service Agreement.
- d. DAILY OVERRUN CHARGES.

- (1) Authorized Overrun Charge. This charge shall only apply to Off-System Delivery Point volumes. If on any Day sufficient uncommitted capacity on Transporting Pipelines and Company Capacity are available and the Shipper desires to transport Gas exceeding the Maximum Daily Delivery Quantity applicable to a Delivery Point, or in the aggregate exceeding the Shipper's Maximum Daily Transportation Quantity, the Company may authorize delivery of said Gas by confirming nominations in excess of such quantities. Except as provided in Section 5.2 of this Rate Schedule, the monthly authorized overrun charge shall be the applicable maximum rate for Rate Schedule FTS-1, as revised from time to time, multiplied by the total volume of daily authorized overrun Gas in Mcf delivered by the Company hereunder during the Monthly Billing Period to the Shipper or for the Shipper's account at any Off-System Delivery Point. For On-System deliveries, the regular Commodity Charge shall apply and the MDDQ will be adjusted as provided in Section 3.6.

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RATE SCHEDULE FTS-1

- (2) Unauthorized Overrun Charge. This charge shall only apply to off-system delivery points. A daily overrun penalty charge shall be paid by any Shipper who (a) takes a daily quantity of Gas which was not nominated and confirmed which exceeds the ~~Maximum Daily Delivery Quantity MDDQ~~ applicable to a Delivery Point, or (b) exceeds the level to which deliveries have been curtailed for the Day, or (c) in the aggregate exceeds its ~~Maximum Daily Transportation Quantity MDTQ~~ plus any authorized overruns for the Day. Quantities of overrun Gas taken on any Day in excess of five percent (5%) over the above quantities (the "tolerance") will be subject to a charge equal to the applicable unauthorized overrun rate for that Day set forth on the applicable rate sheet of this Tariff, as revised from time to time, for Rate Schedule FTS-1, up to the total allocated off-system delivery point quantity. The monthly unauthorized overrun charge shall equal the summation of the daily overrun penalty charges incurred during the Monthly Billing Period. For On-System deliveries, the regular Commodity Charge and any charges pursuant to Section 26.2.e shall apply.

For those Shippers whose deliveries are measured by electronic measurement equipment, the Company may only assess an unauthorized overrun charge on unauthorized takes made after expiration of notice provided by the Company to the Shipper that the charge will be assessed. The required notice period for such Shippers is forty-eight (48) hours; provided that the Company may designate a shorter notice period if, in its reasonable judgment, such is deemed necessary to protect its system integrity. Quantities of daily unauthorized overrun Gas taken during the Monthly Billing Period that are less than the tolerance, or for which the required notice has not been given, will be subject to the authorized overrun rate specified in paragraph d.(1) of this section.

- (3) ~~(3)~~—Notwithstanding the charges provided herein, the Company has the right to reduce receipts or deliveries of Gas in excess of the ~~Maximum Daily Transportation Quantity 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.

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FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

- (4) During periods when Operational Flow Orders are in effect, any overruns are subject to the provisions of Section 26, Operational Controls, of the General Terms and Conditions of this Tariff. The penalty provided for in paragraph 2.e. of said Section 26 is in addition to the charges provided for herein.
- e. MONTHLY BALANCING CREDIT OR CHARGE. A monthly Balancing credit or charge shall be determined as follows:
- (1) By the twelfth Company working day of the Month following the end of the Month which most closely corresponds to a Monthly Billing Period, the Company will notify the Shipper of its Imbalance for said Monthly Billing Period. The Shipper's imbalance will be posted on Company's interactive web site, unless Shipper requests that postings not be made. Imbalances may be traded among a Shipper's Service Agreements as long as the trade offsets, in whole or in part, the Imbalances with respect to the affected Service Agreements; ~~provided that a Shipper shall not be permitted to trade Imbalances associated with a Service Agreement(s) providing for "on-system" transportation (where the Gas is being transported by the Company directly to the End Use Party or to a Source Gas Distribution LLC Delivery Point(s)) with a Service Agreement(s) providing for "off-system" transportation (where the Gas is being transported by the Company to a Transporting Pipeline other than Source Gas Distribution LLC).~~
- (2) If trading among the Shipper's Service Agreements is not used to fully cure the Imbalance, the Shipper may, for the remainder of the Month, trade the Imbalance with another Shipper(s), as long as the trade offsets, in whole or in part, the affected Shippers' Imbalances; ~~provided that an on-system Shipper shall not be allowed to trade Imbalances with an off-system Shipper(s).~~ To consummate a trade, both trading Shippers must inform the Company in writing or via facsimile of their agreement to trade and their desire for the Company to offset their respective Imbalances. After receiving written notice from both trading Shippers, the Company will reflect the trade in both trading Shippers' accounts by posting adjusted imbalances on Company's interactive web site. Subject to other applicable provisions of this Tariff, a Shipper also may, for the remainder of the Month, cure its Imbalance with respect to a Service Agreement by adjusting its physical receipts or deliveries of Gas under that Agreement, as long as such action offsets, in whole or in part, the Imbalance with respect to said Service Agreement.

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FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

- i. Daily Balancing Fee. Upon prior notice to a Shipper consistent with Section 7.1h, above, to adjust inaccurate nominations, a daily balancing fee may be assessed during Daily Balancing Periods when it is determined that the variance between Shipper's actual net receipts and deliveries, as of the end of the applicable Day of the Daily Balancing Period, is in excess of five percent (5%). If said notice is issued by the Company no later than the latest time for issuing notice set forth in Section 7.1h., the first Day of the Daily Balancing Period for which a daily balancing fee can be assessed is the Day in which the notice is issued; however, if the notice is issued by the Company later than the latest time for issuing notice set forth in Section 7.1h., the first Day of the Daily Balancing Period for which a daily balancing fee can be assessed is the Day following the Day in which the notice is issued. The imbalance is determined by subtracting deliveries from net receipts. The imbalance percentage is then determined by dividing the absolute value of the imbalance by the daily deliveries. The daily balancing fee shall be calculated by multiplying the imbalance (in excess of the tolerance level) by the ~~unauthorized overrun charge~~ Unauthorized Overrun Charge as stated on the applicable rate sheet of this Tariff. The Company shall not assess a daily balancing fee on a Shipper with respect to any Day ~~of~~ the Daily Balancing Period on which the Shipper complied with the Company's directive to said Shipper, as disclosed in the notification provided under Section 7.1h., either to provide actual net receipts equal to or greater than actual deliveries, or to take actual deliveries equal to or greater than actual net receipts. This provision does not apply to ~~off-system~~ Off-System Shippers, ~~as defined in Section 5.3e.(1) of this Rate Schedule,~~ so long as the Company can adjust nominations of ~~off-system~~ Off-System receipts and deliveries.

- 7.2 DELIVERY OF GAS. Based upon the daily quantity scheduled and such information as the Company has available concerning the quantity of Gas actually received, and subject to Section 24, Limitations on Obligations, of the General Terms and Conditions of this Tariff, the Company shall make daily Delivery of the Shipper's Confirmed Nominations quantity. Daily deliveries of Gas at the Delivery Point(s) shall be approximately equal to daily receipts of Gas by the Company at the Receipt Point(s) for transportation, less the Fuel/Loss Reimbursement Quantity and any other allowable deductions.

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FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

- 7.3 DETERMINATION OF RECEIPTS AND DELIVERIES. As set forth in Section 20, Determination of Receipts and Deliveries, of the General Terms and Conditions of this Tariff.
- 7.4 COMMINGLING OF GAS. The Company shall have the unqualified right to commingle the Shipper's Gas with other Gas in the Company's pipeline system.
- 7.5 DELEGATION. A shipper may delegate to any third party responsibility for submitting and receiving notices or nominations or performing other administrative duties under any Agreement, subject to the following conditions:
- a. Any designation of such a representative, and any change in such designation, must be in writing and must be submitted at least ~~two (2) business~~ fourteen (14) calendar days prior to the requested effective date as reflected on the Company's Form of Agency Agreement on file with the Commission so long as the effective date occurs on the first day of a calendar month.
 - b. ~~The written designation shall specify any limits on the authority of the representative, including any time limit on the designation; provided, however, that Company may reject any such limited designation if the limitations specified in the designation would result in an undue administrative burden.~~
 - b. The Company may rely on communication from Shipper's designated representative for all purposes ~~except to the extent the designation is explicitly limited as specified in the preceding Section 7.5(b).~~ Communications by the Company to such designated representative shall be deemed notice to Shipper ~~except to the extent the representative's authority is explicitly limited with respect to the receipt of notice under the procedure set out in said Section 7.5(b).~~
 - c. Any third party may administer multiple agreements as the designated representative for one or more Shippers. However, such representative shall separately administer and account for each such agreement.

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INTERRUPTIBLE TRANSPORTATION SERVICE
RATE SCHEDULE ITS-1

1. AVAILABILITY

This Rate Schedule is available for transportation of Natural Gas through the Company's facilities on an Interruptible basis for any Shipper, when:

- 1.1 The Shipper has requested to have Gas transported under this Rate Schedule.
- 1.2 The Shipper and the Company have executed a Service Agreement in the form set forth in this Tariff for service under this Rate Schedule.
- 1.3 The Company has determined, through use of its hydraulic capacity determination model, that it will have available sufficient uncommitted peak day Capacity to provide the Interruptible service requested by the Shipper without the addition by the Company of facilities or the expansion of the Capacity of the Company's pipeline system, unless the Company has waived this requirement in writing in a non-discriminatory manner, or the Shipper has executed an Agreement Covering Advances in Aid of Construction in the form set forth in this Tariff pursuant to Section 5, Customer Service Connection and Additional Facilities Policies and Payments, of the General Terms and Conditions of this Tariff.
- 1.4 Except as otherwise provided in this Tariff, service under this Rate Schedule will be contracted for on a first-come, first-served basis.
- 1.5 This Rate Schedule is not available for new requests for transportation of Natural Gas to SourceGas Distribution LLC Delivery Points. Existing service under this Rate Schedule to SourceGas Distribution LLC Delivery Points shall end no later than May 1, 2010. Once ended, service to such Delivery Points shall be transferred to either General Resale Service or Firm Transportation Service.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to the Interruptible transportation of Natural Gas on the Company's system as defined and shown in this _____ Tariff. Such Transportation Service shall include _____ forward-haul and exchange service.

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GENERAL TERMS AND CONDITIONS

"Interruption" means the act of stopping, in whole or in part, sales to, receipts from, or deliveries (1) to a firm service Customer for volumes in excess of the Buyer's Contract Demand or a Shipper's Maximum Daily Transportation Quantity, or (2) to an Interruptible service Customer, due to the need to serve higher priority demand or for any other reason.

"Lost and Unaccounted-For Gas" means the difference between the sum of all input quantities of Gas received into the Company's system and the sum of all output quantities of Gas delivered from the Company's system, which difference shall exclude Company-Used Gas and shall include, but not be limited to, Gas vented and lost as a result of an event of force majeure.

"Maximum Daily Delivery Quantity" ("MDDQ") means the maximum quantity of Gas specified in the Service Agreement between the Shipper and the Company, or as modified pursuant to Section 5.3.a of Rate Schedule FTS-1 of this Tariff, for which the Shipper is entitled to receive from the Company at a particular Primary Delivery Point on any Day that service to the Shipper is not Interrupted and Capacity at that point is not subject to Curtailment; provided however that the sum of the ~~Maximum Daily Delivery Quantities~~ MDDQ shall not be in excess of the ~~Maximum Daily Transportation Quantity~~ specified in the executed Service Agreement, or as modified, less the Fuel/Loss Reimbursement Quantity and other allowable deductions, MDTQ. The MDDQ for Shippers or End-Use Parties is specified in the Request for Firm Transportation Service.

"Maximum Daily Receipt Quantity" ("MDRQ") means the maximum quantity of Gas specified in the Service Agreement between the Shipper and the Company, or as modified pursuant to Section 5.3.a of Rate Schedule FTS-1 of this Tariff, which the Shipper is entitled to tender to the Company at a particular Primary Receipt Point on any Day that service to the Shipper is not Interrupted and Capacity at that point is not subject to Curtailment; provided however that the sum of the ~~Maximum Daily Receipt Quantities~~ MDRQ shall not be in excess of the ~~Maximum Daily Transportation Quantity~~ specified in the executed Service Agreement, or as modified, MDTQ.

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GENERAL TERMS AND CONDITIONS

"Maximum Daily Transportation Quantity" ("MDTQ") means the maximum quantity of Gas which the Shipper is entitled to tender to the Company for the account of the Shipper at all Primary Receipt/Delivery Point(s) on any Day that Capacity at such Point(s) is not subject to Curtailment. ~~The Maximum Daily Transportation Quantity shall include the applicable Fuel/Loss Reimbursement Quantity and other allowable deductions. Unless the Company specifies a higher Maximum Daily Transportation Quantity under the provisions of Section 5.3.a. of Rate Schedule FTS-1 of this Tariff, the Maximum Daily Transportation Quantity shall be as specified in the Service Agreement between the Shipper and the Company. The MDTQ is the sum of all MDDQ for Shippers and End-Use Parties specified in the Request for Firm Transportation Service that are appended to a Service Agreement.~~

"Mcf" means one thousand (1,000) cubic feet of Gas.

"MMBtu" means one million (1,000,000) Btus.

"Month" means a period beginning at eight o'clock (8:00) a.m., Mountain Time, on the first Day of the calendar month and ending at the same time on the first Day of the next month.

"Monthly Billing Period" means the period between any two readings of a Customer's meter(s), whether actually read or estimated by the Company, or read and supplied by the Customer, such readings to be taken as nearly as may be practicable every thirty (30) days. The monthly billing period may or may not exactly correspond to a Month.

"Off-System Delivery Point" means a Delivery Point where gas is being transported by the Company through its system to a Transporting Pipeline. Off-System Delivery Points do not include SourceGas Distribution LLC Delivery Points.

"On-System Delivery Point" means a Delivery Point where gas is being transported by the Company through its system to an End-Use Party connected to its system or connected to its system through a SourceGas Distribution LLC Delivery Point.

"Party" means, depending upon the context, the Company, a Customer, an End-Use Party, a point operator or a Transporting Pipeline.

"Point of Delivery" or "Delivery Point" means the point of connection between facilities of the Company and facilities of another Party at which the Gas leaves the outlet side of the measuring equipment or main of the Company and enters the facilities of the other Party, or an otherwise agreed upon point.

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GENERAL TERMS AND CONDITIONS

"Secondary Delivery Point" means, with respect to a particular Customer, an available Off-System Delivery Point on the Company's system other than the Primary Delivery Points that are listed in the Service Agreement executed by the Company and the Customer, or the Customer's duly authorized agent.

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"Secondary Receipt Point" means, with respect to a particular Shipper, an available Receipt Point on the Company's system other than the Primary Receipt Points that are listed in the Service Agreement executed by the Company and the Shipper, or the Shipper's duly authorized agent.

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"Service Agreement" or "Agreement" means a written agreement, and any exhibits, attachments and/or amendments thereto, for Gas service, which is executed by the Company and a Customer, or the Customer's duly authorized agent.

"Shipper" means (1) an End-Use Party taking Transportation Service under this Tariff, ~~or~~ (2) an aggregator, marketer, broker, or similar enterprise taking Transportation Service under this Tariff on behalf of an End-Use Party(ies) ~~or~~, or (3) any other Party taking Transportation Service under this Tariff.

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"Total Energy Content" is that amount determined by multiplying the Gross Dry Heating Value by the volume of Gas in cubic feet.

"Transportation Service" means the acceptance of Gas tendered by a Shipper to the Company's pipeline system at a Receipt Point(s), and direct delivery, displacement delivery, or exchange delivery to the Shipper, or for the Shipper's account, at an interconnect with a Transporting Pipeline, a town border station, or mainline measuring facilities.

"Transporter" means Rocky Mountain Natural Gas LLC. Additionally, the term

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"Company" is used interchangeably with "Transporter" throughout this Tariff.

"Transporting Pipeline" means any interstate or intrastate pipeline delivering transportation Gas to the Primary Receipt Point(s) or Secondary Receipt Point(s) or taking Gas from the Primary Delivery Point(s) or Secondary Delivery Point(s). A transporting pipeline may include facilities owned by the Company, an affiliate of the Company, or an unaffiliated entity.

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GENERAL TERMS AND CONDITIONS

5. CUSTOMER SERVICE CONNECTION AND ADDITIONAL FACILITIES POLICIES AND PAYMENTS

5.1 Customer Service Connection Policy. The Company shall, at its expense, install a Service Stub from its main to the Customer's property line; provided that the Customer can be required to bear the total costs of installing the Service Stub incremental to the normal cost of installing a Service Stub when the required Service Stub is in excess of 50 feet, or unusual conditions are encountered with respect to installation of the Service Stub. Except as otherwise provided in this Tariff, the Company also shall furnish meters and meter connections free of cost to the Customer. Meters and meter connections are to be set and maintained at or near the Customer's property line; however, in some cases it will be more reasonable to set meters at another location on the Customer's property. Such determinations will be solely decided by the Company, but the Customer agrees to take reasonable precautions to protect the Company's property from damage. Unless otherwise agreed upon by the Company and the Customer, the meters and meter connections always remain the property of the Company and may be removed when the service is terminated.

5.2 Additional Facilities Policy. The Company under no circumstances shall be obligated to add any facilities or to expand the Capacity of its pipeline system in any manner in order to provide service under this Tariff; however, the Company is willing to add facilities upon request of a Customer or an applicant for service whenever such facilities are deemed, in the Company's reasonable judgment, to be economically, operationally, and technically feasible, subject to the following conditions:

- a. The Company has received ~~an executed Service Agreement from an acceptable~~ assurances of the financial reliability of the Customer(s) or the applicant(s) for service or an amended Service Agreement from a Customer(s) requesting the additional facilities.
- b. ~~The Company has received acceptable assurances of the financial reliability of the Customer(s) or the applicant(s) for service requesting the additional facilities.~~

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First Revised Sheet No. 120
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FORM OF
FIRM TRANSPORTATION SERVICE AGREEMENT

ROCKY MOUNTAIN NATURAL GAS LLC
FIRM TRANSPORTATION SERVICE AGREEMENT

This Firm Transportation Service Agreement ("Agreement"); is made and entered into between Rocky Mountain Natural Gas LLC, a Colorado corporation ("Transporter") and the party identified as Shipper in this Agreement.

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

ARTICLE I - SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule FT and Transporter's General Terms and Conditions, Transporter agrees to receive, transport and deliver on a firm basis thermally equivalent volumes of gas, adjusted for the Fuel/Loss Reimbursement Quantity, up to the Maximum Daily Transportation Quantity (MDTQ).

ARTICLE II - TERM OF AGREEMENT

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

If an end-use Customer uses a marketing broker for nomination, gas purchases and balancing, the end-use Customer shall provide the Transporter with an Agency Agreement. The Agent and End-Use Party shall be jointly and severally liable for all payments due and owing Transporter for all services provided.

This Agreement shall become effective and continue in effect as set forth herein. If renewable following the primary term, this Agreement may be terminated by either party upon thirty (30) Days' prior written notice, provided that, if the Shipper is paying the maximum rate for this service as stated on the applicable rate sheet of Company's Tariff, this Agreement shall continue from year to year after the initial term of the Service Agreement, until terminated as of the end of any contract year upon thirty (30) days' prior written notice from Shipper to Company.

Natural gas to be received by Transporter for the account of Shipper hereunder shall be received on the outlet side of the measuring station(s) at or near the point(s) of receipt, as specified in the completed Request(s) for Firm Transportation Service attached hereto. Additional information concerning receipt and delivery points is also set forth the attached completed Request(s) for Firm Transportation Service, which is incorporated herein by reference.

ARTICLE III - RATE SCHEDULE

Shipper shall pay Transporter for all services rendered hereunder at rates filed under Transporter's Rate Schedule FT and as the same may be revised or changed. The rates to be charged Shipper for services under this Agreement shall be the maximum rate filed for that service unless Shipper and Transporter have otherwise agreed in writing. The rates charged Shipper for firm transportation hereunder shall not be more than the maximum rate applicable to such service, nor less than the minimum rate for such service.

This Agreement and all its rates, terms and conditions as set out in this agreement and as set out in the tariff provisions which are incorporated into this agreement by reference, shall at all times be subject to modification by order of the Commission upon notice and hearing and a finding of good cause therefore. In the event that any party to this

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~~agreement requests the Commission to take any action which could cause a modification in the conditions of this agreement, the party shall provide written notice to the other parties at the time of filing the request with the Commission.~~

~~----- If the end use Customer uses a marketing broker for nomination, gas purchase, and balancing, the end use Customer shall provide the Company with an agency agreement.~~

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FORM OF
FIRM TRANSPORTATION SERVICE AGREEMENT

ROCKY MOUNTAIN NATURAL GAS LLC
FIRM TRANSPORTATION SERVICE AGREEMENT

SPECIFIC INFORMATION

Firm Transportation Service Agreement between Rocky Mountain Natural Gas LLC ("Transporter") and
("Shipper").

Contract Number _____ Contract Date _____

ARTICLE IV RECEIPT POINT(S) AND DELIVERY POINT(S)

Revision Date _____

Natural gas to be received by Transporter for the account of Shipper hereunder shall be received on the outlet side of the measuring station(s) at or near the point(s) of receipt as specified in Appendix A.

Primary Term _____

Natural gas to be delivered by Transporter for the account of Shipper hereunder shall be delivered on the outlet side of the measuring station(s) at or near the point(s) specified in Appendix B.

Renewal Term _____

Additional information concerning receipt and delivery points is set forth on Appendices A and B to this Agreement which are incorporated herein by reference.

Termination Notice 30 Days _____ Other _____

Transporter	Rocky Mountain Natural Gas LLC	Shipper:	Company Name
	P.O. Box 281304		Street Address
	Lakewood, CO 80228-8304		City, State, Zip
	Attn: Shipper Services		Contact Name
	Telephone: 303-243-3400		Telephone Number
	Fax: 303-243-3603		Fax Number

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the parties with execution authority.

Effective Date: _____

ROCKY MOUNTAIN NATURAL GAS LLC SHIPPER

The remainder of this sheet has been left blank intentionally. By: _____

Title: _____ Title: _____

Advice Letter No. _

Issuing Officer

Issue Date: September 16, 2009

Decision or
Authority No.

Title

Effective Date:

Rocky Mountain Natural Gas LLC

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Cancels Original Sheet No. 124

FORM OF
REQUEST FOR FIRM TRANSPORTATION SERVICE REQUEST

Page 1 of 2

SHIPPER INFORMATION

Date: _____

Complete ~~Legal~~ Legal Name of Shipper 1/: _____

State of Incorporation: _____

Address: _____ For Billing: _____

Phone: _____ Phone: _____

Address: _____ For Billing: _____

Phone: _____ Phone: _____

Fax: _____

For Notices: _____

Contact Name: _____ Alternate Contact: _____

Address: _____ Alternate Address: _____

Phone: _____ Alternate Phone: _____

For Notices: _____ For Scheduling and Volume Information:
(include street address for express service)

End-Use Party (if applicable and different from above)

Name: _____

Contact Name: _____

Phone: _____ Phone: _____ Address: _____

Phone: _____

Fax: _____

Shipper is: _____	Local Distribution Company	Interstate Pipeline
_____	Interstate Pipeline	Producer
_____	End User	Marketer
_____	Other (specify)	_____

Name and full title of Officer or General Partner who will execute the written transportation service agreement with Company (if signatory person is not an officer, please provide written authorization for signature.)

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<u>Existing Service (Check one):</u>	<u>Requested Service (Check One):</u>
<input type="radio"/> Residential	<input type="radio"/> Residential Transportation Service
<input type="radio"/> Small Commercial	<input type="radio"/> Small Commercial Transportation Service
<input type="radio"/> Large Commercial	<input type="radio"/> Large Commercial Transportation Service
<input type="radio"/> Seasonal	<input type="radio"/> Seasonal Transportation Service
<input type="radio"/> None	<input type="radio"/> Off-System Firm Transportation Service

Name: _____

Requested Date of Transportation Service to Begin: _____

Title: _____

Notes:

1/ If Shipper is Agent of an End-Use Party, Shipper must include written authorization to act on End-Use Party's behalf.

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FORM OF
REQUEST FOR FIRM TRANSPORTATION SERVICE REQUEST
Page 2 of 2

End-Use Party Delivery Point Information:

If person requesting service is an agent of Shipper, please provide proof of authority to act as agent of Shipper and complete the following:

Legal Name of Principal: _____
which is a(n): _____

To Be Completed by On-System Shipper _____ To Be Completed by
Transporter or Off-System Shipper _____

_____ Local Distribution Company _____	_____ Intrastate Pipeline _____
_____ Interstate Pipeline _____	_____ Producer _____
_____ End User _____	_____ Marketer _____
_____ Other (specify) _____	
_____ Facility _____	_____ Service Address _____
_____ Delivery _____	_____ Delivery _____
_____ Name _____	_____ MDDQ _____
_____ or Legal Location _____	_____ Premise ID # _____
_____ Meter ID # _____	_____ (mcf) _____

_____ Primary _____	_____ Primary _____
_____ Receipt ID _____	_____ TBS ID 1/ _____

SERVICE REQUESTED

Type of Service Requested: _____ Firm _____ Interruptible** _____

_____ New _____ Amendment to Agreement dated: _____

Form of Service: Intrastate: _____ Interstate*: _____
1/ _____ Off-System Shippers list requested Primary Delivery Point.

**"On behalf of" Entity information (letter required) service will be "on behalf of" pursuant to Subpart C of Part 284 of the FERC regulations:

Submitted by: _____
Name: _____
Title: _____
Date: _____

Legal Name: _____

_____ LDC _____ Interstate Pipeline _____

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Approved by: _____
Title: _____
Date: _____

~~The named "on behalf of" entity will:~~

Agency Agreement Received: _____

Facilities Request Completed: _____

☐ Transport the gas ☐ Take title to the gas

~~**ITS Acknowledgment and Consent form, if applicable, must be attached.~~

Submittal of this Request affirms approval of End-Use Party for Rocky Mountain Natural Gas LLC to obtain any and all necessary customer records from SourceGas Distribution LLC for provision of transportation service on Rocky Mountain Natural Gas LLC.

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First Revised Sheet No. 126
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—FORM OF
—REQUEST FOR FIRM TRANSPORTATION SERVICE—REQUEST

ATTACHMENT A
FORM OF AGENCY AGREEMENT

SERVICE INFORMATION

The undersigned, by and on behalf of _____
(Principal), having a mailing address of _____
_____ hereby designates _____
(Principal's Agent), having a mailing address of _____
_____ as its Agent, with full authority to act on its behalf
in managing gas transportation on Rocky Mountain Natural Gas LLC (Company), as specified below, for the
transportation of gas supplies from Company's Receipt Points to the Primary Delivery Point(s) as shown in the Request
for Firm Transportation Service Form.

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

Principal authorizes Principal's Agent to act on its behalf in managing gas transportation on Company's system,
arranging for the delivery of gas quantities to Company's Receipt Point(s) for Principal including submitting all
nominations therefor, managing gas transportation Imbalances incurred on behalf of Principal, receiving invoices from
Company and paying all applicable charges for gas transportation service provided by Company to Principal at the above
Delivery Point(s). Principal also authorizes Principal's Agent to obtain Principal's usage and billing history from
SourceGas Distribution LLC for provision of transportation service on Rocky Mountain Natural Gas LLC.

~~Requested term of service:~~

Principal's Agent and Principal acknowledge that all service provided by Company is for the benefit of Principal.
Principal and its Agent acting on its behalf shall be subject to the Rate Schedules and General Terms and Conditions of
the Company's Tariff for Natural Gas Service. In the event that Principal's Agent or Principal fails to make timely
payment for service provided by Company, or otherwise is in default under the provisions of Company's Tariff for
Natural Gas Service, this Agency Agreement may be revoked by Company and all service provided shall be subject to
termination in accordance with Company's Tariff for Natural Gas Service. If such termination of service is a result of
Principal's Agent's failure to make payment, Principal shall not be entitled to continued service, regardless of whether
Principal has made payment to Principal's Agent, until Company receives full and complete payment or satisfactory
payment arrangements between Principal and Company are made as determined by Company. Principal's Agent and
Principal shall be jointly and severally liable for all payments due and owing Company for all services provided.

Initial delivery date: _____ Termination date: _____
As of the effective date below, Principal's Agent shall be authorized to act on Principal's behalf in managing gas
transportation on Company's system.

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

Yes No Type: _____

This Agency Agreement shall become effective as of _____

This Agency Agreement is made and entered into this _____ day of _____, 20____.

Advice Letter No. _____

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(Principal)	(Principal's Agent)
(print name)	(print name)
RECEIPT POINT INFORMATION	
<p>On the attached Exhibit A, please list the name, precise legal location, the maximum daily receipt quantity in MMBtu being requested, and the heating value of the gas in Btu for each receipt point listed. If requesting a proposed receipt point, include a field contact, telephone number and a billing name and address for the cost of installation.</p>	
DELIVERY POINT INFORMATION	
<p>On the attached Exhibit B, please list the name, precise legal location, the maximum daily delivery quantity in MMBtu being requested, the state(s) in which the delivered gas will be consumed, and the end use for the gas (firm transportation requests only).</p>	
Title: _____	Title: _____
<div style="position: absolute; bottom: 0; right: 0; width: 200px; height: 100px; border: 1px solid black;"></div>	

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<p>Date: _____</p> <p><u>*Describe involvement</u> _____</p> <p>_____</p> <p>_____</p> <p>If there is any affiliation between Shipper and Company, does the cost of gas to the affiliated marketer exceed the price received for the sale of gas by the affiliated marketer after deducting associated costs, including those incurred for transportation (i.e., is the gas being sold at a loss?):</p> <p><u>New Agent Authorization:</u></p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>____ Yes _____ No _____ Don't know</p> <p>If "yes", by what amount? _____ per MMBtu</p> <p>If this information is not known, it must be supplied as soon as possible.</p> <p><u>Approved by:</u> _____</p> <p>Date: _____</p> <p>Title: _____</p>	
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Rocky Mountain Natural Gas LLC

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First Revised Sheet No. 139
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FORM OF AGENCY AGREEMENT
(For Interruptible Transportation Service)

TRANSPORTERS:

Rocky Mountain Natural Gas LLC

D
T
D

TRANSPORTERS:

SoureeGas Distribution LLC

Rocky Mountain Natural Gas LLC

SoureeGas Distribution LLC - Casper Division

T
T
T

~~ALL Firm~~ Interruptible Gas Transportation/Storage/Compression Agreement(s) ("Agreement(s)") or specific Agreement No. _____ dated _____, between Transporter and _____ (Principal). Principal hereby designates _____ as its Agent to perform certain obligations under the Agreement(s) for the sole purpose of performing the following Interactive Website responsibilities (check all that apply).

<input type="checkbox"/> Request Agreement(s)/Amendments	<input type="checkbox"/> Submit Nominations	<input type="checkbox"/> Imbalance Trading
<input type="checkbox"/> Execute Agreement(s)/Amendments	<input type="checkbox"/> Capacity Release/Bidding	<input type="checkbox"/> Receive Invoices
<input type="checkbox"/> Flowing Gas/By Contract	<input type="checkbox"/> Capacity Release/Create Offer	<input type="checkbox"/> Receive Notices
<input type="checkbox"/> Flowing Gas/By Point*	<input type="checkbox"/> Operator Confirmations**	<input type="checkbox"/> Contract Inquiry
	<input type="checkbox"/> Operator Point Inquiry**	

*Attach List of Points/Pin No.

**Attach list of telemetered points.

Effective Start Date: _____ End Date: _____

Effective start date must be the first day of a flow month. The executed delegation forms must be received by Transporter at least two (2) business days prior to the date that nominations are due.

Detailed description of other responsibilities being DELEGATED: _____

By execution hereof, Agent accepts its designation and appointment as agent for Principal and agrees to act as agent for Principal in accordance with the terms hereof. Agent shall clearly specify it is acting on behalf of Principal in all actions taken in its role of Agent.

In lieu of the addresses set forth in the Agreement(s), all notices, ~~invoices and correspondence~~ concerning the above-mentioned delegated duties shall be directed to Agent at the following address:

Contact Person: _____	Address: _____
Telephone: _____ Fax: _____	

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Appendix C

Proposed Rocky Mountain Tariffs

Rocky Mountain Natural Gas LLC

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First Revised Sheet No. 19
Cancels Original Sheet No. 19

FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

2.2 The Company shall receive from the Shipper, or for the account of the Shipper, at Receipt Points on the Company's system, for transportation under this Rate Schedule, daily quantities of Gas tendered for the account of the Shipper up to the Shipper's MDTQ, in addition to the Fuel/Loss Reimbursement Quantity and other allowable deductions, as specified in the Transportation Service Agreement between the Shipper and the Company. Provided that the Company under no circumstances shall be obligated to receive for the account of the Shipper quantities of Gas in excess of the Shipper's MDTQ, in addition to the Fuel/Loss Reimbursement Quantity and other allowable deductions, the Company shall:

- a. Receive from the Shipper, or for the account of the Shipper, daily quantities of Gas up to the MDRQ in addition to the Fuel/Loss Reimbursement Quantity and other allowable deductions at each individual Primary Receipt Point specified in the Requests for Firm Transportation Service appended to a Service Agreement. The volume specified for a Primary Receipt Point shall not exceed the available firm Capacity at that point.
- b. On any Day that sufficient uncommitted capacity on upstream Transporting Pipelines and Company Capacity are available, receive from the Shipper, or for the account of the Shipper, quantities of Gas tendered at a Primary Receipt Point in excess of the MDRQ specified for that point.
- c. On any Day that sufficient uncommitted capacity on upstream Transporting Pipelines and Company Capacity are available, receive from the Shipper, or for the account of the Shipper, quantities of Gas tendered at available Secondary Receipt Points.

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FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

- 2.3 Upon receipt of Gas from the Shipper, or for the Shipper's account, the Company shall, after a reduction for the Fuel/Loss Reimbursement Quantity and any other allowable deductions, transport and deliver for the account of the Shipper, the thermal equivalent of such Gas at Delivery Points on the Company's system. Provided that the Company under no circumstances shall be obligated to deliver for the account of the Shipper quantities of Gas in excess of the Shipper's MDTQ, the Company shall:
- a. Deliver to the Shipper, or for the account of the Shipper, daily quantities of Gas up to the MDDQ for Shippers or End-Use Parties specified in the Requests for Firm Transportation Service appended to a Service Agreement at each individual Primary Delivery Point specified in the appended Requests for Firm Transportation Service. The volume specified for a Primary Delivery Point shall not exceed the available firm Capacity at that point.
 - b. On any Day that sufficient uncommitted capacity on downstream Transporting Pipelines and Company Capacity are available, deliver for the account of the Shipper quantities of Gas at a Primary Delivery Point in excess of the MDDQ specified for that point.
 - c. On any Day that sufficient uncommitted capacity on downstream Transporting Pipelines and Company Capacity are available, deliver for the account of the Shipper quantities of Gas at an available Off-System Secondary Delivery Point.

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First Revised Sheet No. 22
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FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

No Request for Firm Transportation Service will be entered on the Company's log, or Gas scheduled for receipt and delivery, until the foregoing information (including a completed Request for Firm Transportation Service and a Credit Application, if required) has been received by the Company. The foregoing information is to be sent to:

Rocky Mountain Natural Gas LLC
370 Van Gordon Street, Suite 4000
Lakewood, Colorado 80228

Attention: Shipper Services

By submitting a completed Request for Firm Transportation Service to the Company, the End-Use Party agrees to be bound, to the extent applicable, to this Rate Schedule and to the General Terms and Conditions of this Tariff.

- 3.2 EXECUTION OF SERVICE AGREEMENT. A Firm Transportation Service Agreement shall be executed by the Shipper, or the Shipper's duly authorized agent, within fifteen (15) days of being tendered to the Shipper by the Company, following the Company's acceptance of the terms of the Shipper's request for service, as proposed by the Shipper or as modified by mutual agreement of the Shipper and the Company.
- 3.3 SERVICE DEPOSIT. The Company may require a Shipper to provide a service deposit to the Company as provided in Section 4, Service Deposits, of the General Terms and Conditions of this Tariff.
- 3.4 FILING FEES. In addition to any other payments, charges or fees required by this Tariff, the Shipper shall pay the Company any and all filing and approval fees required in connection with the Shipper's Service Agreement that the Company is obligated to pay to any governmental authority having jurisdiction. Any amount due the Company by the Shipper under this section shall be paid within ten (10) days of the date of the invoice rendered by the Company for such amount.

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Original Sheet No. 22A

FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

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- 3.5 CONTRACT QUANTITY. Transporter shall calculate an MDDQ for any End-Use Party submitting a Request for Firm Transportation Service. Such calculation shall include an amount of capacity required and a designation of Primary Receipt and Delivery Points for each End-Use Party premise included in the request. If an End-Use Party designates an Agent to manage its transportation service, the calculated MDDQ of the End-Use Party shall be added to the MDDQ of the Agent's Service Agreement. The sum of MDDQs appended to a Service Agreement shall be the MDTQ used for billing purposes.
- 3.6 CONTRACT QUANTITY ADJUSTMENT. When an End-Use Party overruns its MDDQ, the Company will increase the MDDQ specified in the Request for Firm Transportation Service appended to a Service Agreement. The increased MDDQ will be reflected in the Service Agreement MDTQ for the billing period following the increased MDDQ. End-Use Parties' MDDQs will be evaluated by May 1 of each year. The Company shall reset the End-Use Party's MDDQ based on the highest usage for any day occurring during the previous three years (April 1 through March 31) so long as the End-Use Party has taken Firm Transportation Service at least five (5) months. In the event that an End-Use Party reduces its usage, such End-Use Party may request in writing that the Company consider a reduction in the MDDQ applicable to the End-Use Party. Upon receipt of any such request, the Company may grant a reset of the previously established MDDQ for the following situations only:
- a. The Company determines in its sole discretion that End-Use Party has physically and permanently removed gas consuming appliances or equipment as physically verified by the Company that results in a reduction in MDDQ, in which case Company shall determine the appropriate MDDQ.
 - b. Company determines in its sole discretion that End-Use Party has installed Gas Demand-Side Management equipment as part of a SourceGas Distribution LLC sponsored Demand-Side Management program that results in a reduction in MDDQ, in which case, the Company shall determine the appropriate MDDQ.
 - c. Company determines in its sole discretion that End-Use Party used substantial amounts of gas due to an unforeseen force majeure event such that temporary gas consuming devices are used to mitigate such an event and that such devices are not required for any permanent service requirement and further that End-Use Party will continue to use gas quantities up to the MDDQ.

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Cancels Original Sheet No. 23

FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

4. SERVICE AGREEMENT TERMS AND CONDITIONS

4.1 TERM. The Agreement shall be effective for a primary term of no less than one year.

a. SourceGas Distribution LLC Primary Delivery Points. If renewable following the primary term, the Agreement may be terminated by either party upon thirty (30) Days' prior written notice, to be terminated effective June 30.

b. All other Primary Delivery Points. If renewable following the primary term, the Agreement may be terminated by either party upon thirty (30) days prior written notice, or as specified in the Agreement.

4.2 ASSIGNMENT. The Agreement shall be binding upon and inure to the benefit of any successor(s) to either Transporter or Shipper by merger, consolidation or acquisition.

4.3 INTERPRETATION AND MODIFICATIONS. The interpretation and performance of the Agreement shall be in accordance with the laws of the State of Colorado. The agreement, and all its rates, terms and conditions, shall at all times be subject to modification by order of the Commission upon notice and hearing and a finding of good cause therefor. In the event that any party to the Agreement requests the Commission to take any action which could cause a modification in the conditions of the Agreement, that party shall provide written notice to the other parties at the time of filing the request with the Commission.

4.4 AGREEMENT BEING SUPERSEDED. When the Agreement becomes effective, it shall supersede and cancel any other Firm Transportation Service Agreements between the parties for the same service.

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FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

4.5 CERTIFICATIONS. By executing the Agreement, Shipper certifies that: (1) Shipper has title to, or a current contractual right to acquire such title to, the gas to be transported by Transporter; (2) Shipper has, or will have, entered into all arrangements necessary for the commitment of deliveries to transporter; and (3) End-Use Party has a sales and, as applicable, a transportation contract(s) or will enter into such sales and, as applicable, a transportation contract(s) prior to the commencement of service.

5. RATES AND MONTHLY BILL

5.1 BASIC RATES. The basic rates, including surcharges, for service under this Rate Schedule are set forth in this Tariff, as revised from time to time.

5.2 MAXIMUM AND MINIMUM RATES. Where a maximum rate and a minimum rate have been established with respect to an applicable rate, the Company shall charge the Shipper a rate that is no higher than the maximum rate nor lower than the minimum rate so established. The Company shall charge the maximum rate unless otherwise agreed to in writing with the Shipper. Any discounts from the applicable maximum rate shall be granted on a non-discriminatory basis.

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Cancels Original Sheet No. 24

FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

- 5.3 MONTHLY BILL. Commencing with the first Monthly Billing Period in which the Shipper's Service Agreement for service under this Rate Schedule is effective, and each Monthly Billing Period thereafter during the term of the Service Agreement, the Company shall charge and the Shipper shall pay the Company the sum of the following amounts:
- a. RESERVATION CHARGE. Except as provided in Section 5.2 of this Rate Schedule, the monthly reservation charge shall be the applicable maximum rate(s) for Rate Schedule FTS-1 set forth on Sheet No. 10 of this Tariff, as revised from time to time, multiplied by the MDTQ. The MDTQ shall be the sum of all MDDQ specified in the Request(s) for Firm Transportation Service for End-Use Parties that are appended to a Service Agreement.
 - b. COMMODITY CHARGE. Except as provided in Section 5.2 of this Rate Schedule, the monthly commodity charge shall be the maximum rate for Rate Schedule FTS-1 set forth on Sheet No. 10 of this Tariff, as revised from time to time, multiplied by the volume of Gas in Mcf delivered by the Company hereunder during the Monthly Billing Period to the Shipper or for the Shipper's account at any Delivery Point, provided that any volumes of Gas taken as authorized overruns under paragraph d. (1) of this section, or as unauthorized overruns that are not subject to the unauthorized overrun penalty charge specified in paragraph d. (2) of this section, shall not be included in the volume of Gas that is subject to the charge specified in this paragraph b.

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FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

- c. ADMINISTRATIVE FEE. The monthly administrative fee shall be the sum of the applicable rates set forth in this Tariff for Rate Schedule FTS-1, as revised from time to time, reflecting the number of delivery meters covered by the Service Agreement hereunder between the Shipper and the Company and the term of the Service Agreement.
- d. DAILY OVERRUN CHARGES.
- (1) Authorized Overrun Charge. This charge shall only apply to Off-System Delivery Point volumes. If on any Day sufficient uncommitted capacity on Transporting Pipelines and Company Capacity are available and the Shipper desires to transport Gas exceeding the Maximum Daily Delivery Quantity applicable to a Delivery Point, or in the aggregate exceeding the Shipper's Maximum Daily Transportation Quantity, the Company may authorize delivery of said Gas by confirming nominations in excess of such quantities. Except as provided in Section 5.2 of this Rate Schedule, the monthly authorized overrun charge shall be the applicable maximum rate for Rate Schedule FTS-1, as revised from time to time, multiplied by the total volume of daily authorized overrun Gas in Mcf delivered by the Company hereunder during the Monthly Billing Period to the Shipper or for the Shipper's account at any Off-System Delivery Point. For On-System deliveries, the regular Commodity Charge shall apply and the MDDQ will be adjusted as provided in Section 3.6.

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FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

- (2) Unauthorized Overrun Charge. This charge shall only apply to off-system delivery points. A daily overrun penalty charge shall be paid by any Shipper who (a) takes a daily quantity of Gas which was not nominated and confirmed which exceeds the MDDQ applicable to a Delivery Point, or (b) exceeds the level to which deliveries have been curtailed for the Day, or (c) in the aggregate exceeds its MDTQ plus any authorized overruns for the Day. Quantities of overrun Gas taken on any Day in excess of five percent (5%) over the above quantities (the "tolerance") will be subject to a charge equal to the applicable unauthorized overrun rate for that Day set forth on the applicable rate sheet of this Tariff, as revised from time to time, for Rate Schedule FTS-1, up to the total allocated off-system delivery point quantity. The monthly unauthorized overrun charge shall equal the summation of the daily overrun penalty charges incurred during the Monthly Billing Period. For On-System deliveries, the regular Commodity Charge and any charges pursuant to Section 26.2.e shall apply.

For those Shippers whose deliveries are measured by electronic measurement equipment, the Company may only assess an unauthorized overrun charge on unauthorized takes made after expiration of notice provided by the Company to the Shipper that the charge will be assessed. The required notice period for such Shippers is forty-eight (48) hours; provided that the Company may designate a shorter notice period if, in its reasonable judgment, such is deemed necessary to protect its system integrity. Quantities of daily unauthorized overrun Gas taken during the Monthly Billing Period that are less than the tolerance, or for which the required notice has not been given, will be subject to the authorized overrun rate specified in paragraph d.(1) of this section.

- (3) Notwithstanding the charges provided herein, the Company has the right to reduce receipts or deliveries of Gas 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.

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FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

- (4) During periods when Operational Flow Orders are in effect, any overruns are subject to the provisions of Section 26, Operational Controls, of the General Terms and Conditions of this Tariff. The penalty provided for in paragraph 2.e. of said Section 26 is in addition to the charges provided for herein.
- e. MONTHLY BALANCING CREDIT OR CHARGE. A monthly Balancing credit or charge shall be determined as follows:
- (1) By the twelfth Company working day of the Month following the end of the Month which most closely corresponds to a Monthly Billing Period, the Company will notify the Shipper of its Imbalance for said Monthly Billing Period. The Shipper's imbalance will be posted on Company's interactive web site, unless Shipper requests that postings not be made. Imbalances may be traded among a Shipper's Service Agreements as long as the trade offsets, in whole or in part, the Imbalances with respect to the affected Service Agreements.
- (2) If trading among the Shipper's Service Agreements is not used to fully cure the Imbalance, the Shipper may, for the remainder of the Month, trade the Imbalance with another Shipper(s), as long as the trade offsets, in whole or in part, the affected Shippers' Imbalances. To consummate a trade, both trading Shippers must inform the Company in writing or via facsimile of their agreement to trade and their desire for the Company to offset their respective Imbalances. After receiving written notice from both trading Shippers, the Company will reflect the trade in both trading Shippers' accounts by posting adjusted imbalances on Company's interactive web site. Subject to other applicable provisions of this Tariff, a Shipper also may, for the remainder of the Month, cure its Imbalance with respect to a Service Agreement by adjusting its physical receipts or deliveries of Gas under that Agreement, as long as such action offsets, in whole or in part, the Imbalance with respect to said Service Agreement.

C

Advice Letter No. _____

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Rocky Mountain Natural Gas LLC

Colo. PUC No. 3
First Revised Sheet No. 34
Cancels Original Sheet No. 34

FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

- i. Daily Balancing Fee. Upon prior notice to a Shipper consistent with Section 7.1h, above, to adjust inaccurate nominations, a daily balancing fee may be assessed during Daily Balancing Periods when it is determined that the variance between Shipper's actual net receipts and deliveries, as of the end of the applicable Day of the Daily Balancing Period, is in excess of five percent (5%). If said notice is issued by the Company no later than the latest time for issuing notice set forth in Section 7.1h., the first Day of the Daily Balancing Period for which a daily balancing fee can be assessed is the Day in which the notice is issued; however, if the notice is issued by the Company later than the latest time for issuing notice set forth in Section 7.1h., the first Day of the Daily Balancing Period for which a daily balancing fee can be assessed is the Day following the Day in which the notice is issued. The imbalance is determined by subtracting deliveries from net receipts. The imbalance percentage is then determined by dividing the absolute value of the imbalance by the daily deliveries. The daily balancing fee shall be calculated by multiplying the imbalance (in excess of the tolerance level) by the Unauthorized Overrun Charge as stated on the applicable rate sheet of this Tariff. The Company shall not assess a daily balancing fee on a Shipper with respect to any Day of the Daily Balancing Period on which the Shipper complied with the Company's directive to said Shipper, as disclosed in the notification provided under Section 7.1h., either to provide actual net receipts equal to or greater than actual deliveries, or to take actual deliveries equal to or greater than actual net receipts. This provision does not apply to Off-System Shippers, so long as the Company can adjust nominations of Off-System receipts and deliveries.

- 7.2 DELIVERY OF GAS. Based upon the daily quantity scheduled and such information as the Company has available concerning the quantity of Gas actually received, and subject to Section 24, Limitations on Obligations, of the General Terms and Conditions of this Tariff, the Company shall make daily Delivery of the Shipper's Confirmed Nominations quantity. Daily deliveries of Gas at the Delivery Point(s) shall be approximately equal to daily receipts of Gas by the Company at the Receipt Point(s) for transportation, less the Fuel/Loss Reimbursement Quantity and any other allowable deductions.

Advice Letter No. _

Decision or
Authority No.

Issuing Officer

Title

Issue Date: September 16, 2009

Effective Date:

Rocky Mountain Natural Gas LLC

Colo. PUC No. 3
First Revised Sheet No. 34A
Cancels Original Sheet No. 34A

FIRM TRANSPORTATION SERVICE
RATE SCHEDULE FTS-1

- 7.3 DETERMINATION OF RECEIPTS AND DELIVERIES. As set forth in Section 20, Determination of Receipts and Deliveries, of the General Terms and Conditions of this Tariff.
- 7.4 COMMINGLING OF GAS. The Company shall have the unqualified right to commingle the Shipper's Gas with other Gas in the Company's pipeline system.
- 7.5 DELEGATION. A shipper may delegate to any third party responsibility for submitting and receiving notices or nominations or performing other administrative duties under any Agreement, subject to the following conditions:
- a. Any designation of such a representative, and any change in such designation, must be in writing and must be submitted at least fourteen (14) calendar days prior to the requested effective date as reflected on the Company's Form of Agency Agreement on file with the Commission so long as the effective date occurs on the first day of a calendar month.
 - b. The Company may rely on communication from Shipper's designated representative for all purposes. Communications by the Company to such designated representative shall be deemed notice to Shipper.
 - c. Any third party may administer multiple agreements as the designated representative for one or more Shippers. However, such representative shall separately administer and account for each such agreement.

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C

Advice Letter No. _

Decision or
Authority No.

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Rocky Mountain Natural Gas LLC

Colo. PUC No. 3
First Revised Sheet No. 35
Cancels Original Sheet No. 35

INTERRUPTIBLE TRANSPORTATION SERVICE
RATE SCHEDULE ITS-1

1. AVAILABILITY

This Rate Schedule is available for transportation of Natural Gas through the Company's facilities on an Interruptible basis for any Shipper, when:

- 1.1 The Shipper has requested to have Gas transported under this Rate Schedule.
- 1.2 The Shipper and the Company have executed a Service Agreement in the form set forth in this Tariff for service under this Rate Schedule.
- 1.3 The Company has determined, through use of its hydraulic capacity determination model, that it will have available sufficient uncommitted peak day Capacity to provide the Interruptible service requested by the Shipper without the addition by the Company of facilities or the expansion of the Capacity of the Company's pipeline system, unless the Company has waived this requirement in writing in a non-discriminatory manner, or the Shipper has executed an Agreement Covering Advances in Aid of Construction in the form set forth in this Tariff pursuant to Section 5, Customer Service Connection and Additional Facilities Policies and Payments, of the General Terms and Conditions of this Tariff.
- 1.4 Except as otherwise provided in this Tariff, service under this Rate Schedule will be contracted for on a first-come, first-served basis.
- 1.5 This Rate Schedule is not available for new requests for transportation of Natural Gas to SourceGas Distribution LLC Delivery Points. Existing service under this Rate Schedule to SourceGas Distribution LLC Delivery Points shall end no later than May 1, 2010. Once ended, service to such Delivery Points shall be transferred to either General Resale Service or Firm Transportation Service.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to the Interruptible transportation of Natural Gas on the Company's system as defined and shown in this Tariff. Such Transportation Service shall include forward-haul and exchange service.

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Authority No.

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Rocky Mountain Natural Gas LLC

Colo. PUC No. 3
First Revised Sheet No. 54
Cancels Original Sheet No. 54

GENERAL TERMS AND CONDITIONS

"Interruption" means the act of stopping, in whole or in part, sales to, receipts from, or deliveries (1) to a firm service Customer for volumes in excess of the Buyer's Contract Demand or a Shipper's Maximum Daily Transportation Quantity, or (2) to an Interruptible service Customer, due to the need to serve higher priority demand or for any other reason.

"Lost and Unaccounted-For Gas" means the difference between the sum of all input quantities of Gas received into the Company's system and the sum of all output quantities of Gas delivered from the Company's system, which difference shall exclude Company-Used Gas and shall include, but not be limited to, Gas vented and lost as a result of an event of force majeure.

"Maximum Daily Delivery Quantity" ("MDDQ") means the maximum quantity of Gas for which the Shipper is entitled to receive from the Company at a particular Primary Delivery Point on any Day that service to the Shipper is not Interrupted and Capacity at that point is not subject to Curtailment; provided however that the sum of the MDDQ shall not be in excess of the MDTQ. The MDDQ for Shippers or End-Use Parties is specified in the Request for Firm Transportation Service.

"Maximum Daily Receipt Quantity" ("MDRQ") means the maximum quantity of Gas which the Shipper is entitled to tender to the Company at a particular Primary Receipt Point on any Day that service to the Shipper is not Interrupted and Capacity at that point is not subject to Curtailment; provided however that the sum of the MDRQ shall not be in excess of the MDTQ.

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Issue Date: September 16, 2009

Effective Date:

Rocky Mountain Natural Gas LLC

Colo. PUC No. 3
First Revised Sheet No. 55
Cancels Original Sheet No. 55

GENERAL TERMS AND CONDITIONS

"Maximum Daily Transportation Quantity" ("MDTQ") means the maximum quantity of Gas which the Shipper is entitled to tender to the Company for the account of the Shipper at all Primary Delivery Point(s) on any Day that Capacity at such Point(s) is not subject to Curtailment. The MDTQ is the sum of all MDDQ for Shippers and End-Use Parties specified in the Request for Firm Transportation Service that are appended to a Service Agreement.

"Mcf" means one thousand (1,000) cubic feet of Gas.

"MMBtu" means one million (1,000,000) Btus.

"Month" means a period beginning at eight o'clock (8:00) a.m., Mountain Time, on the first Day of the calendar month and ending at the same time on the first Day of the next month.

"Monthly Billing Period means the period between any two readings of a Customer's meter(s), whether actually read or estimated by the Company, or read and supplied by the Customer, such readings to be taken as nearly as may be practicable every thirty (30) days. The monthly billing period may or may not exactly correspond to a Month.

"Off-System Delivery Point" means a Delivery Point where gas is being transported by the Company through its system to a Transporting Pipeline. Off-System Delivery Points do not include SourceGas Distribution LLC Delivery Points.

"On-System Delivery Point" means a Delivery Point where gas is being transported by the Company through its system to an End-Use Party connected to its system or connected to its system through a SourceGas Distribution LLC Delivery Point.

"Party" means, depending upon the context, the Company, a Customer, an End-Use Party, a point operator or a Transporting Pipeline.

"Point of Delivery" or "Delivery Point" means the point of connection between facilities of the Company and facilities of another Party at which the Gas leaves the outlet side of the measuring equipment or main of the Company and enters the facilities of the other Party, or an otherwise agreed upon point.

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Decision or
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Issuing Officer

Title

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Effective Date:

Rocky Mountain Natural Gas LLC

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Cancels Original Sheet No. 57

GENERAL TERMS AND CONDITIONS

"Secondary Delivery Point" means, with respect to a particular Customer, an available Off-System Delivery Point on the Company's system other than the Primary Delivery Points that are listed in the Service Agreement executed by the Company and the Customer, or the Customer's duly authorized agent.

C

"Secondary Receipt Point" means, with respect to a particular Shipper, an available Receipt Point on the Company's system other than the Primary Receipt Points that are listed in the Service Agreement executed by the Company and the Shipper, or the Shipper's duly authorized agent.

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"Service Agreement" or "Agreement" means a written agreement, and any exhibits, attachments and/or amendments thereto, for Gas service, which is executed by the Company and a Customer, or the Customer's duly authorized agent.

"Shipper" means (1) an End-Use Party taking Transportation Service under this Tariff, (2) an aggregator, marketer, broker, or similar enterprise taking Transportation Service under this Tariff on behalf of an End-Use Party(ies), or (3) any other Party taking Transportation Service under this Tariff.

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"Total Energy Content" is that amount determined by multiplying the Gross Dry Heating Value by the volume of Gas in cubic feet.

"Transportation Service" means the acceptance of Gas tendered by a Shipper to the Company's pipeline system at a Receipt Point(s), and direct delivery, displacement delivery, or exchange delivery to the Shipper, or for the Shipper's account, at an interconnect with a Transporting Pipeline, a town border station, or mainline measuring facilities.

"Transporter" means Rocky Mountain Natural Gas LLC. Additionally, the term "Company" is used interchangeably with "Transporter" throughout this Tariff.

"Transporting Pipeline" means any interstate or intrastate pipeline delivering transportation Gas to the Primary Receipt Point(s) or Secondary Receipt Point(s) or taking Gas from the Primary Delivery Point(s) or Secondary Delivery Point(s). A transporting pipeline may include facilities owned by the Company, an affiliate of the Company, or an unaffiliated entity.

Advice Letter No. _

Decision or
Authority No.

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Title

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Rocky Mountain Natural Gas LLC

Colo. PUC No. 3
First Revised Sheet No. 64
Cancels Original Sheet No. 64

GENERAL TERMS AND CONDITIONS

5. CUSTOMER SERVICE CONNECTION AND ADDITIONAL FACILITIES POLICIES AND PAYMENTS

5.1 Customer Service Connection Policy. The Company shall, at its expense, install a Service Stub from its main to the Customer's property line; provided that the Customer can be required to bear the total costs of installing the Service Stub incremental to the normal cost of installing a Service Stub when the required Service Stub is in excess of 50 feet; or unusual conditions are encountered with respect to installation of the Service Stub. Except as otherwise provided in this Tariff, the Company also shall furnish meters and meter connections free of cost to the Customer. Meters and meter connections are to be set and maintained at or near the Customer's property line; however, in some cases it will be more reasonable to set meters at another location on the Customer's property. Such determinations will be solely decided by the Company, but the Customer agrees to take reasonable precautions to protect the Company's property from damage. Unless otherwise agreed upon by the Company and the Customer, the meters and meter connections always remain the property of the Company and may be removed when the service is terminated.

5.2 Additional Facilities Policy. The Company under no circumstances shall be obligated to add any facilities or to expand the Capacity of its pipeline system in any manner in order to provide service under this Tariff; however, the Company is willing to add facilities upon request of a Customer or an applicant for service whenever such facilities are deemed, in the Company's reasonable judgment, to be economically, operationally, and technically feasible, subject to the following conditions:

- a. The Company has received acceptable assurances of the financial reliability of the Customer(s) or the applicant(s) for service requesting the additional facilities.

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Advice Letter No. _

Decision or
Authority No.

Issuing Officer

Title

Issue Date: September 16, 2009

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Rocky Mountain Natural Gas LLC

Colo. PUC No. 3
First Revised Sheet No. 120
Cancels Original Sheet No. 120

FORM OF
FIRM TRANSPORTATION SERVICE AGREEMENT

ROCKY MOUNTAIN NATURAL GAS LLC
FIRM TRANSPORTATION SERVICE AGREEMENT

This Firm Transportation Service Agreement ("Agreement") is made and entered into between Rocky Mountain Natural Gas LLC, a Colorado corporation ("Transporter") and the party identified as Shipper in this Agreement.

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

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

If an end-use Customer uses a marketing broker for nomination, gas purchases and balancing, the end-use Customer shall provide the Transporter with an Agency Agreement. The Agent and End-Use Party shall be jointly and severally liable for all payments due and owing Transporter for all services provided.

Natural gas to be received by Transporter for the account of Shipper hereunder shall be received on the outlet side of the measuring station(s) at or near the point(s) of receipt, as specified in the completed Request(s) for Firm Transportation Service attached hereto. Additional information concerning receipt and delivery points is also set forth the attached completed Request(s) for Firm Transportation Service, which is incorporated herein by reference.

Advice Letter No. _

Decision or
Authority No.

Issuing Officer

Title

Issue Date: September 16, 2009

Effective Date:

Rocky Mountain Natural Gas LLC

Colo. PUC No. 3
First Revised Sheet No. 120A
Cancels Original Sheet No. 120A

FORM OF
FIRM TRANSPORTATION SERVICE AGREEMENT

ROCKY MOUNTAIN NATURAL GAS LLC
FIRM TRANSPORTATION SERVICE AGREEMENT

SPECIFIC INFORMATION

Firm Transportation Service Agreement between Rocky Mountain Natural Gas LLC (Transporter") and _____
("Shipper").

Contract Number _____ Contract Date _____

Revision Date _____

Primary Term _____

Renewal Term _____

Termination Notice 30 Days _____ Other _____

Transporter Rocky Mountain Natural Gas LLC
P.O. Box 281304
Lakewood, CO 80228-8304
Attn: Shipper Services
Telephone: 303-243-3400
Fax: 303-243-3603

Shipper: Company Name
Street Address
City, State, Zip
Contact Name
Telephone Number
Fax Number

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the parties with execution authority.

Effective Date: _____

ROCKY MOUNTAIN NATURAL GAS LLC

SHIPPER

By: _____

By: _____

Title: _____

Title: _____

Advice Letter No. _

Issuing Officer

Issue Date: September 16, 2009

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Title

Effective Date:

Rocky Mountain Natural Gas LLC

Colo. PUC No. 3
Original Sheet No. 121-123G

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Authority No.

Issuing Officer

Title

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Rocky Mountain Natural Gas LLC

Colo. PUC No. 3
First Revised Sheet No. 124
Cancels Original Sheet No. 124

FORM OF
REQUEST FOR FIRM TRANSPORTATION SERVICE
Page 1 of 2

C

SHIPPER INFORMATION

Date: _____

Complete Legal Name of Shipper 1/: _____

State of Incorporation: _____

Address: _____ For Billing: _____

Phone: _____ Phone: _____

Fax: _____

For Notices:

Contact Name: _____ Alternate Contact: _____

Address: _____ Alternate Address: _____

Phone: _____ Alternate Phone: _____

End-Use Party (if applicable and different from above)

Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Existing Service (Check one):

☐ Residential

☐ Small Commercial

☐ Large Commercial

☐ Seasonal

☐ None

Requested Service (Check One):

☐ Residential Transportation Service

☐ Small Commercial Transportation Service

☐ Large Commercial Transportation Service

☐ Seasonal Transportation Service

☐ Off-System Firm Transportation Service

Requested Date of Transportation Service to Begin: _____

Notes:

1/ If Shipper is Agent of an End-Use Party, Shipper must include written authorization to act on End-Use Party's behalf.

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Title

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FORM OF
 REQUEST FOR FIRM TRANSPORTATION SERVICE
 Page 2 of 2

To Be Completed by On-System Shipper

<u>Facility Name</u>	<u>Service Address or Legal Location</u>	<u>Delivery Premise ID #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

To Be Completed by Transporter or Off-System Shipper

<u>Primary Receipt ID</u>	<u>Primary TBS ID 1/</u>	<u>Delivery Meter ID #</u>	<u>MDDQ (mcf)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

1/ Off-System Shippers list requested Primary Delivery Point.

Submitted by:

Name: _____
 Title: _____
 Date: _____

Approved by:

Title: _____
 Date: _____

Agency Agreement Received: _____

Facilities Request Completed: _____

As applicable, submittal of this Request affirms approval of End-Use Party for Rocky Mountain Natural Gas LLC to obtain any and all necessary customer records from SourceGas Distribution LLC for provision of transportation service on Rocky Mountain Natural Gas LLC.

Advice Letter No. 62 Third Amended

Decision or
 Authority No.

Issuing Officer_____
Title

Issue Date: September 16, 2009

Effective Date:

Rocky Mountain Natural Gas LLC

Colo. PUC No. 3
First Revised Sheet No. 126
Cancels Original Sheet No. 126

FORM OF
REQUEST FOR FIRM TRANSPORTATION SERVICE

ATTACHMENT A
FORM OF AGENCY AGREEMENT

The undersigned, by and on behalf of _____
(Principal), having a mailing address of _____,
_____, hereby designates _____
(Principal's Agent), having a mailing address of _____,
as its Agent, with full authority to act on its behalf
in managing gas transportation on Rocky Mountain Natural Gas LLC (Company), as specified below, for the
transportation of gas supplies from Company's Receipt Points to the Primary Delivery Point(s) as shown in the Request
for Firm Transportation Service Form.

Principal authorizes Principal's Agent to act on its behalf in managing gas transportation on Company's system,
arranging for the delivery of gas quantities to Company's Receipt Point(s) for Principal including submitting all
nominations therefor, managing gas transportation Imbalances incurred on behalf of Principal, receiving invoices from
Company and paying all applicable charges for gas transportation service provided by Company to Principal at the above
Delivery Point(s). Principal also authorizes Principal's Agent to obtain Principal's usage and billing history from
SourceGas Distribution LLC for provision of transportation service on Rocky Mountain Natural Gas LLC.

Principal's Agent and Principal acknowledge that all service provided by Company is for the benefit of Principal.
Principal and its Agent acting on its behalf shall be subject to the Rate Schedules and General Terms and Conditions of
the Company's Tariff for Natural Gas Service. In the event that Principal's Agent or Principal fails to make timely
payment for service provided by Company, or otherwise is in default under the provisions of Company's Tariff for
Natural Gas Service, this Agency Agreement may be revoked by Company and all service provided shall be subject to
termination in accordance with Company's Tariff for Natural Gas Service. If such termination of service is a result of
Principal's Agent's failure to make payment, Principal shall not be entitled to continued service, regardless of whether
Principal has made payment to Principal's Agent, until Company receives full and complete payment or satisfactory
payment arrangements between Principal and Company are made as determined by Company. Principal's Agent and
Principal shall be jointly and severally liable for all payments due and owing Company for all services provided.

As of the effective date below, Principal's Agent shall be authorized to act on Principal's behalf in managing gas
transportation on Company's system.

This Agency Agreement shall become effective as of _____.

This Agency Agreement is made and entered into this _____ day of
_____, 20__.

(Principal)
(print name)

Title: _____

(Principal's Agent)
(print name)

Title: _____

Advice Letter No. _

Decision or
Authority No.

Issuing Officer

Title

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Rocky Mountain Natural Gas LLC

Colo. PUC No. 3
First Revised Sheet No. 127
Cancels Original Sheet No. 127

FORM OF
REQUEST FOR CHANGE OF AGENT

SHIPPER INFORMATION

Date: _____
Current Name of Agent: _____ Name of New Agent: _____
Address: _____ Address: _____

Phone: _____ Phone: _____
Fax: _____ Fax: _____

End-Use Party Delivery Point Information:

Facility Name	Service Address or Legal Location	Premise ID #	Delivery Meter ID #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Effective Date of Change: _____

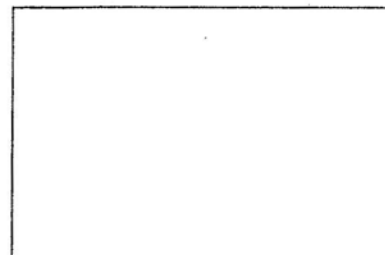
End-Use Party Authorization:

Name: _____
Title: _____
Date: _____

New Agent Authorization:

Name: _____
Title: _____
Date: _____

Approved by: _____
Date: _____
Title: _____



Advice Letter No. _

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Title

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Rocky Mountain Natural Gas LLC

Colo. PUC No. 3
Original Sheet No. 128-130

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Decision or
Authority No.

Issuing Officer

Title

Issue Date: September 16, 2009

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Rocky Mountain Natural Gas LLC

Colo. PUC No. 3
First Revised Sheet No. 139
Cancels Original Sheet No. 139

FORM OF AGENCY AGREEMENT
(For Interruptible Transportation Service)

TRANSPORTERS:

___ Rocky Mountain Natural Gas LLC

Interruptible Gas Transportation/Storage/Compression Agreement(s) ("Agreement(s)") or specific Agreement No. _____ dated _____, between Transporter and _____ (Principal). Principal hereby designates _____ as its Agent to perform certain obligations under the Agreement(s) for the sole purpose of performing the following Interactive Website responsibilities (check all that apply).

___ Request Agreement(s)/Amendments Trading	___ Submit Nominations	___ Imbalance
___ Execute Agreement(s)/Amendments	___ Capacity Release/Bidding	___ Receive Invoices
___ Flowing Gas/By Contract	___ Capacity Release/Create Offer	___ Receive Notices
___ Flowing Gas/By Point*	___ Operator Confirmations**	___ Contract Inquiry
	___ Operator Point Inquiry**	

* Attach List of Points/Pin No.

** Attach list of telemetered points.

Effective Start Date: _____ End Date: _____
Effective start date must be the first day of a flow month. The executed delegation forms must be received by Transporter at least two (2) business days prior to the date that nominations are due.

Detailed description of other responsibilities being DELEGATED: _____

By execution hereof, Agent accepts its designation and appointment as agent for Principal and agrees to act as agent for Principal in accordance with the terms hereof. Agent shall clearly specify it is acting on behalf of Principal in all actions taken in its role of Agent.

In lieu of the addresses set forth in the Agreement(s), all notices, invoices and correspondence concerning the above-mentioned delegated duties shall be directed to Agent at the following address:

Contact Person: _____ Address: _____
Telephone: _____ Fax: _____

Advice Letter No. __

Decision or
Authority No.

Issuing Officer

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Issue Date: September 16, 2009

Effective Date:

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Appendix D

Redline SourceGas Distribution Tariffs

SourceGas Distribution LLC

Colo. PUC No. 7
First Revised Sheet No. 83
Cancels Original Sheet No. 83

DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE - continued

2.3 Company shall receive from Buyer, or for the account of Buyer, at the "Receipt Point(s)" as specified in an executed Distribution Transportation Service Agreement daily quantities of gas tendered for transportation up to Buyer's Maximum Daily Service Quantity (MDSQ). Upon receipt of natural gas for Buyer's account, Company shall, after a reduction of the applicable Fuel Reimbursement Quantity (loss and unaccounted for and company use), transport and deliver for the account of Buyer the thermal equivalent of such gas at the "Delivery Point(s)" Customer Premise as specified in the Distribution Transportation Service Agreement. Company shall not be obligated to, but may at its option, on any day deliver a quantity of gas in excess of the applicable Maximum Daily Delivery Quantity (MDDQ).

T

2.4 Provided Company's prior consent is obtained, Buyer may tender quantities of gas in excess of the MDSQ on any given day if in Company's reasonable judgment such tender and delivery of such gas can be accomplished by Company without detriment to any other Buyer under any of Company's rate schedules, and if such service is compatible with Company's system operation requirements.

2.5 ADDITIONAL FACILITIES

a. Company shall not be obligated to add any facilities or expand the capacity of Company's distribution transportation system in any manner in order to provide distribution service to Buyer pursuant to this Rate Schedule; however, Company is willing to add facilities whenever such is deemed, in Company's reasonable judgment, to be economically, operationally, and technically feasible, subject to the following conditions:

(1) Company has received an executed revised service agreement from existing or prospective Buyer requesting additional facilities;

(2) Company and Buyer enter into a facilities agreement which is subject to the provisions of this Tariff.

2.4 CONTRACT QUANTITY. Company shall calculate an MDDQ for any End-User with a Delivery Point not located in the Western Slope Colorado Rate Area submitting a Request for Distribution Transportation Service. Such calculation shall include an amount of capacity required.

N

2.5 CONTRACT QUANTITY ADJUSTMENT. For Delivery Points not located in the Western Slope Colorado Rate Area, when an End-User's MDDQ is overrun, the Company will increase the MDDQ specified in the Request for Distribution Transportation Service. The increased MDDQ will be reflected in the Service Agreement for the billing period following the increased MDDQ. End-Users' MDDQs will be evaluated by May 1 of each year. The Company shall reset the End-Users' MDDQs based on the highest usage for any day occurring during the previous three years (April 1 through March 31) so long as the End-User has taken Distribution Transportation Service at least 6 (six) months. In the event that an End-User reduces its usage, such End User may request in writing that the Company consider a reduction in the MDDQ applicable to the End-User. Upon receipt of any such request, the Company may grant a reset of the previously established MDDQ for the following situations only:

N

Advice Letter No. _

Issuing Officer

Issue Date: September 16, 2009

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Authority No.

Title

Effective Date:

SourceGas Distribution LLC

Colo. PUC No. 7
First Revised Sheet No. 84
Cancels Original Sheet No. 84

DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE – continued

2.3 ADDITIONAL FACILITIES

a. Company shall not be obligated to add any facilities or expand the capacity of Company's distribution transportation system in any manner in order to provide distribution service to Buyer pursuant to this Rate Schedule; however, Company is willing to add facilities whenever such is deemed, in Company's reasonable judgment, to be economically, operationally, and technically feasible, subject to the condition that the Company and Buyer enter into a facilities agreement which is subject to the provisions of this Tariff.

D.I

(31) The nature, extent and timing of facilities required shall be at the reasonable discretion of Company;

(42) Company receives acceptable assurances of financial reliability from any Buyer requesting additional capacity.

b. When Company, in its reasonable discretion, agrees with Buyer to construct or acquire new facilities, in order to provide service to Buyer, Company shall require Buyer:

(1) To make a facilities reimbursement payment, including a gross-up for applicable state and federal income tax expense associated with such facilities;

(2) To pay for the additional facilities in one lump sum payment or by installment payments to be completed by the end of the contract terms, as negotiated by the parties.

(3) To agree to a reimbursement schedule setting the terms, the rate, and the conditions for reimbursement of the additional facility charge, including an obligation to reimburse Company, upon demand, for any unamortized capital charges, under an agreed upon amortization schedule, which may remain in service by Company to Buyer under this rate schedule is terminated prior to the end of said amortization period.

c. If Company, in its reasonable discretion, agrees in writing that Buyer can satisfactorily install, operate and maintain any measuring equipment which Buyer desires to install, maintain, or operate pursuant to the specifications set forth in the General Terms and Conditions of Company's Tariff, Company shall not be obligated to install such measuring equipment and Buyer shall be relieved of any obligation to reimburse Company for the costs related thereto. If Buyer measures the gas, Buyer shall send to Company in writing the readings and dates from such measuring equipment by the 5th day of the next succeeding month.

Advice Letter No. _

Issuing Officer

Issue Date: September 16, 2009

Decision or
Authority No.

Title

Effective Date: _

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DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE – continued

- 2.6 To the extent service under this Rate Schedule is interrupted, such affected service under this Rate Schedule shall be reduced in accordance with Company's General Terms and Conditions.
- 2.7 Firm Distribution Transportation Service agreements must be for a period of one year or more.
- 2.8 A Customer under this Distribution Transportation Service Rate Schedule is solely responsible for its own gas procurement. The Company shall have no sales service obligation to such Customer.
- 2.9 Standby supply service may be available to Buyers under Company's applicable sales tariffs on file and in effect with the Commission after service to all firm and interruptible sale customers.

3. REQUIREMENTS FOR DISTRIBUTION TRANSPORTATION SERVICE AGREEMENT

- 3.1 REQUEST. All Buyers requesting distribution service must provide the information required by this section and by Company's Distribution Transportation Service Request Form included in this Tariff, in order to qualify for distribution service under this Rate Schedule. No request for distribution service will be entered on the Company's log until all such information and a completed Distribution Service Request Form has been provided to Company.

All completed Distribution Transportation Service Request Forms are to be sent to:

SourceGas Distribution LLC
370 Van Gordon Street, Suite 4000
Lakewood, Colorado 80228
~~Attn: Business Development Department~~
Attn: Shipper Services

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DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE - continued

Any request shall include the following:

- a. ~~COMPLETE LEGAL NAME OF BUYER. If person requesting service is acting as agent for Buyer, all information as set forth in a. through e. must be provided with respect to Buyer.~~ CUSTOMER INFORMATION. Name, address and telephone number to whom correspondence, billings, or other communications should be directed. State name, address and phone number of twenty-four (24) hour contact person for purposes of exchanging scheduling and volume information.
- b. ~~INFORMATION REGARDING COMMUNICATION. Name, address and telephone number to whom correspondence, billings, or other communications should be directed. State name, address and phone number of twenty-four (24) hour contact person for purposes of exchanging scheduling and volume information.~~
- b. CUSTOMER SERVICE TYPE. Specify current type of service (Residential, Small Commercial, Large Commercial, Seasonal or Irrigation or Crop Drying). Also Specify type of transportation service being requested.
- c. TYPE OF COMPANY. State type of legal entity and state of incorporation, if applicable. Specify whether a producer, end-user, marketer, broker or other. If other, describe in detail. TERM. The proposed commencement and termination dates of service; provided, however, the proposed commencement date shall not be more than ninety (90) days from the date of the request for distribution service hereunder unless further time is necessitated by Company's construction of facilities, or waived by Company in its reasonable discretion.
- d. AGENCY/RECEIPT POINT INFORMATION. If requestor is an agent for Buyer, provide proof of authority, legal name of principal, and type of company. For Distribution Transportation Customers not located in the Western Slope Colorado Rate Area, the designated Receipt Point(s) for the requested Distribution Transportation Service with the names of any pipelines transporting the gas immediately upstream of Company's facilities. The Receipt Point(s) requested by Buyer must be acceptable to Company with regard to adequacy of the physical facilities to receive and distribute the quantity requested.
- e. GAS QUANTITIES. The desired total Maximum Daily Service Quantity (MDSQ). DELIVERY POINT INFORMATION. Specify facility name, address and premise number (if known) for each service location where Distribution Transportation Service is being requested.
- f. TERM. The proposed commencement and termination dates of service; provided, however, the proposed commencement date shall not be more than ninety (90) days from the date of the request for distribution service hereunder unless further time is necessitated by Company's construction of facilities, or waived by Company in its reasonable discretion. AFFILIATE INFORMATION. The extent of Buyer's, End-User's or supplier's affiliation with Company.
- g. FACILITIES. Whether any additional or new facilities are required to receive or deliver gas for the distribution service requested herein.

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~~h. ——— RECEIPT POINTS. The designated Receipt Point(s) for the requested distribution service with the names of any pipelines transporting the gas immediately upstream of Company's facilities. The Receipt Point(s) requested by Buyer must be acceptable to Company with regard to adequacy of the physical facilities to receive and distribute the quantity requested.~~

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DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE – continued

- i. ~~DELIVERY POINTS.~~ The designated Delivery Point(s) for the requested distribution service. The Delivery Point(s) requested by Buyer must be acceptable to Company from the viewpoint of adequacy of Company's existing facilities to distribute and deliver Buyer's gas.
- j. ~~AFFILIATE INFORMATION.~~ The extent of Buyer's, end user's, or supplier's affiliation with Company.
- k. ~~CUSTOMER DEPOSITS.~~ Customer deposits will be required as provided in the Colorado PUC's Rules Regulating Gas Utilities and Pipeline Operators. However, depending on creditworthiness of Buyer, as determined pursuant to Section 3.a.iv of the Sales Service Rate Schedule of this Tariff, and in a non-discriminatory manner, Company may require Buyer to provide a deposit in an amount of up to an estimated six (6) months bill of Buyer. If the deposit is not paid within fifteen (15) days of written notification, service will not begin, or, if service has begun, it will be terminated.
- 3.2 ~~EXECUTION DISTRIBUTION TRANSPORTATION SERVICE AGREEMENT.~~ A Distribution Transportation Service Agreement shall be executed by Buyer within thirty (30) days of being tendered by Company, following Company's acceptance of Buyer's request for service.
- 3.3 ~~FILING FEES.~~ Any and all filings and approval fees required in connection with Buyer's Service Agreement that Company is obligated to pay or any governmental authority having jurisdiction shall be billed to Company. Any fees recovered hereunder will not be included in Company's cost of service.
- a. Term. The Agreement shall be effective for a primary term of no less than one year. If renewable following the primary term, the Agreement may be terminated by either party upon thirty (30) Days' prior written notice, to be terminated effective June 30.
- b. Assignment. The Agreement shall be binding upon and inure to the benefit of any successor(s) to either Company or Buyer by merger, consolidation or acquisition.
- c. Interpretation and Modification. The interpretation and performance of the Agreement shall be in accordance with the laws of the State of Colorado. The Agreement, and all its rates, terms and conditions, shall at all times be subject to modification by order of the Commission upon notice and hearing and a finding of good cause therefor. In the event that any party to the Agreement requests the Commission to take any action which could cause a modification in the conditions of the Agreement, that party shall provide written notice to the other parties at the time of filing the request with the Commission.
- 3.4 ~~REIMBURSEMENT.~~ Any reimbursement due Company by Buyer pursuant to this section shall be due and payable to Company within ten (10) days of the date of Company's invoice(s) for same.
- d. Agreements being superseded. When the Agreement becomes effective it shall supersede and cancel any other Distribution Transportation Service agreements between the parties for the same service.

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- c. Certifications. By executing the Agreement, Buyer certifies that: (1) Buyer has title to, or a current contractual right to acquire such title to, the gas to be transported by Company; (2) Buyer has, or will have, entered into all arrangements necessary for the commitment of deliveries to Company; and (3) Buyer has a sales and, as applicable, a transportation contract(s) or will enter into such sales and, as applicable, a transportation contract(s) prior to the commencement of service.

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DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE - continued

~~3.5~~ ELECTRONIC FLOW MEASUREMENT

3.3 FILING FEES. Any and all filings and approval fees required in connection with Buyer's Service Agreement that Company is obligated to pay to any governmental authority having jurisdiction shall be billed by Company. Any fees recovered hereunder will not be included in Company's cost of service.

Electronic flow measurement (EFM) is required at all transportation service delivery points. If EFM does not exist at any transportation delivery point requested by Buyer, the Company shall have no obligation to provide transportation service to that point unless and until Buyer agrees to the Company's installation of EFM at such delivery point and to Buyer's reimbursement of all costs related to the installation and operation of EFM at such point. The Company shall install its standard EFM at a location determined by the Company, and Buyer shall allow the Company to install, maintain and operate the EFM on Buyer's property. Buyer shall reimburse the Company for all costs of material and labor related to installation of the EFM. Buyer shall also reimburse the Company for all initial installation costs (material and labor) and shall be responsible for all ongoing costs of an electrical supply and dedicated, data quality phone line necessary for the operation of the EFM equipment in the location determined by the Company. Should Buyer fail to agree to the installation or reimbursement of EFM at any requested delivery point, the Company shall have the right to refuse or terminate transportation service to Buyer at that point. The Buyer will maintain the communication line and cause any interruption in service over the communication line to be repaired as soon as possible. If interruption of service occurs on the communication line, and if the communication line is not repaired within three (3) business days, the Company may no longer accept transportation nominations from the Buyer. In any event, the Company shall obtain the metered data and Buyer shall be responsible for all applicable charges. The Company shall record EFM data on a daily basis during the term of Buyer's transportation service agreement and the daily flow and imbalance information will be made available to the Buyer and/or its designated Agent through the Company's electronic bulletin board.

3.4 REIMBURSEMENT. Any reimbursement due Company by Buyer pursuant to this section shall be due and payable to Company within ten (10) days of the date of Company's invoice(s) for same.

a. The Buyer will reimburse the Company for all reimbursable costs in a lump sum payment when service is initiated. If Buyer fails to make in a timely manner any payments to reimburse the Company for any reimbursable costs related to EFM installed at a delivery point under any distribution transportation service agreement with Buyer, the Company may, upon 30 days notice, terminate service to Buyer under such agreement, in addition to, and without limitation upon, any other legal or equitable remedies the Company may have.

3.5 CUSTOMER DEPOSITS. Customer deposits will be required as provided in the Colorado PUC's Rules Regulating Gas Utilities and Pipeline Operators. However, depending on creditworthiness of Buyer, as determined pursuant to Section 3.a.iv of the Sales Service Rate Schedule of this Tariff, and in a non-discriminatory manner, Company may require Buyer to provide a deposit in an amount of up to an estimated six (6) months bill of Buyer. If the deposit is not paid within fifteen (15) days of written notification, service will not begin, or, if service has begun, it will be terminated.

b. If Buyer's Distribution Transportation Service Agreement terminates, the Company shall not be obligated to make reimbursement for EFM installation(s) and the Company may elect to relocate the EFM equipment to another point on the Company's system at its

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~~discretion~~ ELECTRONIC FLOW MEASUREMENT. Electronic flow measurement (EFM) is required at all transportation service delivery points. If EFM does not exist at any transportation delivery point requested by Buyer, the Company shall have no obligation to provide transportation service to that point unless and until Buyer agrees to the Company's installation of EFM at such delivery point and to Buyer's reimbursement of all costs related to the installation and operation of EFM at such point. The Company shall install its standard EFM at a location determined by the Company, and Buyer shall allow the Company to install, maintain and operate the EFM on Buyer's property. Buyer shall reimburse the Company for all costs of material and labor related to installation of the EFM. Buyer shall also reimburse the Company for all initial installation costs (material and labor) and shall be responsible for all ongoing costs of an electrical supply and dedicated, data quality phone line necessary for the operation of the EFM equipment in the location determined by the Company. Should Buyer fail to agree to the installation or reimbursement of EFM at any requested delivery point, the Company shall have the right to refuse or terminate transportation service to Buyer at that point. The Buyer will maintain the communication line and cause any interruption in service over the communication line to be repaired as soon as possible. If interruption of service occurs on the communication line, and if the communication line is not repaired within three (3) business days, the Company may no longer accept transportation nominations from the Buyer. In any event, the Company shall obtain the metered data and Buyer shall be responsible for all applicable charges. The Company shall record EFM data on a daily basis during the term of Buyer's transportation service agreement and the daily flow and imbalance information will be made available to the Buyer and/or its designated Agent through the Company's electronic bulletin board.

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DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE – continued

4. RATES

4.1 MAXIMUM AND MINIMUM RATES.

The applicable maximum and minimum unit rates for distribution transportation service are set forth in the currently effective Distribution Transportation Service Rate Schedule. The applicable unit rate under this Rate Schedule shall be a rate not in excess of the maximum unit rate, nor less than the minimum unit rate. If Company elects to discount, Company shall discount these rates on a nondiscriminatory basis within this range. Company will charge the maximum rate unless otherwise agreed to in writing with Buyer.

b. RATES NEGOTIATIONS. Rates other than published tariff rates may be requested in writing.

4.2 MONTHLY BILL. Commencing for the month in which the Distribution Transportation Service Agreement is effective and each month thereafter, Company shall charge and Buyer shall pay Company the following amounts:

a. CUSTOMER CHARGE. The applicable rate set forth in the currently effective Rate Schedule multiplied by the number of delivery meters covered by the Agreement.

b. DISTRIBUTION CHARGE. The applicable unit distribution rate set forth in the currently effective Transportation Rate Schedule multiplied by the terms delivered by Company in the month at the Delivery Point(s).

charge as set forth on the applicable rate sheet of this Tariff.

d. AUTHORIZED OVERRUN CHARGE. Such charge shall be incurred when the Company permits Buyer to take daily volumes in excess of its MDSQ, when specified. The applicable Authorized Overrun Charge is set forth on the applicable rate sheet of this Tariff.

e. ~~UNAUTHORIZED OVERRUN CHARGE.~~ UNAUTHORIZED OVERRUN CHARGE. Such charge shall be incurred when Buyer takes daily volumes in excess of its MDSQ, when specified, which were not nominated and confirmed or when Buyer takes daily volumes in excess of Authorized Overruns for the Day.

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DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE – continued

4.3 DISCONTINUANCE OF SERVICE

Discontinuance of service shall be as provided in accordance with the Colorado PUC's Rules Regulating Natural Gas Utilities and Pipeline Operators.

5. BALANCING

5.1 BUYER'S RESPONSIBILITY. Balancing of distribution transportation receipts and deliveries behind a Mainline Border Station, single Town Border Station, or an equivalent thereof is Buyer's responsibility. Imbalances are to be minimized and are subject to the terms and conditions of this Tariff.

- a. If the Company receives gas from the Buyer at a Point of Receipt through which both Distribution Transportation Rate Schedule and Sales Rate Schedule quantities are being received, the allocation of gas volumes through the meter will be the allocation supplied by the interconnecting pipeline. If the Company is able to control Point of Receipt allocations, the Company may minimize or eliminate monthly imbalances by allocating receipts. The Company is not responsible for eliminating any imbalances between end-use Buyer and an Agent.
- b. The Company will post notification of the Buyer's invoice and imbalance on the Company's interactive website. In instances in which there is a balance due on an under-receipt imbalance, the interactive website will provide information on the imbalance MMBtu and cashout balance due to the Company. In instances in which there is an over-receipt imbalance cashout credit, the Company's interactive web site will provide information on the imbalance MMBtu and the cashout credit due to the Buyer.
- c. In addition to the provisions of this Section regarding monthly balancing behind a MBS, single TBS or equivalent thereof, the Company may require daily balancing of distribution receipts and deliveries consistent with the provisions of this Tariff. The Company has the right to reduce receipts and/or deliveries hereunder in excess of the an MDSQ, when specified, at any time the Company may deem, in its reasonable discretion, that it is necessary to do so in order to protect the integrity of its system, including the maintenance of service to other customers.

5.2 OVERRECEIPTS. An over-receipt occurs when the MMBtu received into the Company's system (net of Fuel Reimbursement Quantity) on behalf of a Buyer is in excess of the Buyer's MMBtu of deliveries at designated location(s). Imbalances will be determined at the end of each month by subtracting deliveries from receipts (net of Fuel Reimbursement Quantity). The imbalance percentage will then be determined by dividing the imbalance by the monthly deliveries.

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DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE – continued

6.5 DELEGATION. A Buyer may delegate to any third party responsibility for submitting and receiving notices or nominations or performing other administrative duties under any Agreement, subject to the following conditions:

- a. Any designation of such a representative, and any change in such designation, must be in writing and must be submitted at least ~~two (2) business~~^{fourteen (14)} days prior to the requested effective date as reflected on the Company's Form of Agency Agreement as contained in this Tariff ~~so long as the effective date falls on the first calendar day of a month.~~
- b. ~~The written designation shall specify any limits on the authority of the representative. The Company may rely on communication from Buyer's designated representative for all including any time limit on the designation; provided, however, that Company may reject any such limited designation if the limitations specified in the designation would result in an undue administrative burden.~~ purposes. Communications by the Company to such designated representative shall be deemed notice to Buyer.
- c. ~~The Company may rely on communication from Buyer's designated representative for all purposes except to the extent the designation is explicitly limited as specified in the preceding Section 6.5b. Communications by the Company to such designated representative shall be deemed notice to Buyer except to the extent the representative's authority is explicitly limited with respect to the receipt of notice under the procedure set out in said Section 6.5b.~~
- d. Any third party may administer multiple agreements as the designated representative for one or more Buyers. However, such representative shall separately administer and account for each such agreement.

7. POSSESSION, TITLE AND WARRANTY OF GAS.

- 7.1 Company shall be deemed to be in possession of the gas delivered by Buyer only from the time it is received by Company for distribution at the Point(s) of Receipt until it is delivered to Buyer at the Point(s) of Delivery as provided herein. Buyer shall be deemed to be in possession of such gas prior to such receipt and after such delivery. Company shall have no responsibility hereunder with respect to such gas before receipt by it or after delivery to Buyer. Buyer shall have no responsibility to such gas while it is deemed hereunder to be in Company's possession.
- 7.2 It is expressly understood that title, or right to acquire title, to all gas delivered by Buyer to Company for distribution hereunder shall be held by Buyer. In no event shall Company take title to gas distributed pursuant to this agreement except as provided for in the General Terms and Conditions.

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FORM OF
REQUEST FOR DISTRIBUTION TRANSPORTATION SERVICE AGREEMENT
(~~APPLICABLE TO AND DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE~~) AGREEMENT
Page 1 of 3

This ~~Distribution Transportation Service Agreement ("Agreement")~~ is made and entered into between ~~SourceGas Distribution LLC ("Company")~~ and the party identified as Buyer in this Agreement.

CUSTOMER INFORMATION Contract Number: _____

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

Date: _____
Complete Legal Name of Customer: _____
State of Incorporation: _____
Address: _____ For Billing: _____
Phone: _____ Phone: _____
Fax: _____

For Notices: _____
Contact Name: _____ Alternate Contact: _____
Address: _____ Alternate Address: _____
Phone: _____ Alternate Phone: _____

ARTICLE I - SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Company's Distribution Transportation Service Rate Schedule and Company's General Terms and Conditions, Company agrees to receive, distribute and deliver thermally equivalent volumes of gas, adjusted for the Fuel Reimbursement Quantity, up to the Maximum Daily Service Quantity (MDSQ).

ARTICLE II - TERM OF AGREEMENT

Customer Service Type: _____

This Agreement shall become effective and continue in effect as set forth herein. If renewable, following the primary term, this Agreement may be terminated by either party upon written notice.

Existing Service (Check one): _____ Requested Service (Check One): _____

<input type="radio"/> Residential	<input type="radio"/> Residential Transportation Service
<input type="radio"/> Small Commercial	<input type="radio"/> Small Commercial Transportation Service
<input type="radio"/> Large Commercial	<input type="radio"/> Large Commercial Transportation Service
<input type="radio"/> Seasonal	<input type="radio"/> Seasonal Transportation Service
<input type="radio"/> None	<input type="radio"/> Irrigation and/or Crop Drying Transportation Service

ARTICLE III - RATE SCHEDULE

Requested Date of Distribution Transportation Service to Begin: _____

Buyer shall pay Company for all services rendered hereunder at rates filed under Company's

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~~Distribution Transportation Service Rate Schedule and as the same may be revised or changed. The rates to be charged Buyer for services under this Agreement shall be the maximum rate filed for that service unless Buyer and Company have otherwise agreed in writing. The rates charged Buyer for transportation hereunder shall not be more than the maximum rate applicable to such service, nor less than the minimum rate for such service.~~

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

~~If the end use Customer uses a marketing broker for nomination, gas purchases and balancing, the end use Customer shall provide the Company with an agency agreement.~~

Initial Term of Agreement:

Renewal Term of Agreement:

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

Submitted by: _____

Name: _____

Title: _____

Date: _____

Approved by: _____

Title: _____

Date: _____

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ARTICLE VIII INTERPRETATION AND MODIFICATION
FORM OF
REQUEST FOR DISTRIBUTION TRANSPORTATION SERVICE
AND DISTRIBUTION TRANSPORTATION AGREEMENT

Page 3 of 3

(To be completed for End-Users not located in the Western Slope Colorado Rate Area)

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 Commission upon notice and hearing and a finding of good cause therefor. In the event that any party to this agreement requests the Commission 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 Commission.

ARTICLE IX AGREEMENTS BEING SUPERCEDED

End User Receipt Point/MDDO/MDRO Information:

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

ARTICLE X CERTIFICATIONS

By executing this Agreement, Buyer certifies that: (1) Buyer has title to, or a current contractual right to acquire such title to, the gas to be transported by Company; (2) Buyer has, or will have, entered into all arrangements necessary for the commitment of deliveries to Company; and (3) Buyer has a sales and, as applicable, a transportation contract(s) or will enter into such sales and, as applicable, a transportation contract(s) with the party ultimately receiving the gas, prior to the commencement of service.

ARTICLE XI SPECIFIC INFORMATION

Distribution Transportation Service Agreement between SourceGas Distribution LLC ("Company") and _____ ("Buyer").

Contract Number _____

Contract Date ____/____/____

Primary Term _____

Renewal Term month to month _____ Other _____

Termination Notice _____

Company SourceGas Distribution LLC
370 Van Gordon Street, Suite 4000
Lakewood, CO 80228
Attn: Business Development
Telephone: (303) 243-3400
Fax: (303) 243-3603

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FORM OF
REQUEST FOR DISTRIBUTION TRANSPORTATION SERVICE
AND DISTRIBUTION TRANSPORTATION AGREEMENT

Buyer _____

ATTACHMENT A

Maximum Daily Service Quantity: _____ Therms per day

FORM OF AGENCY AGREEMENT
SOURCEGAS DISTRIBUTION LLC
DISTRIBUTION TRANSPORTATION SERVICE
(For all Service Territories Not Downstream of
Rocky Mountain Natural Gas LLC)

~~The rate charged will be the maximum distribution transportation rate unless
otherwise agreed to in writing.~~

The undersigned, by and on behalf of _____
(Customer), having a mailing address of _____

_____ hereby designates
(Agent), having a mailing address of _____

_____, as its Agent, with full authority to act on its behalf
in obtaining upstream gas transportation service and managing gas transportation on SourceGas Distribution LLC
(Company), as specified below, for the transportation of gas supplies from Company's Receipt Points to Customers.

Effective Date: _____

Customer authorizes Agent to act on its behalf in managing gas transportation services on Company's
distribution system, arranging for the delivery of gas quantities to Company's Receipt Point(s) for Customer including
submitting all nominations therefor, managing gas transportation imbalances incurred on behalf of Customer, receiving
invoices from Company and paying all applicable charges for distribution transportation service provided by Company
to Customer at the above Premise(s).

~~IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
signed by the parties with execution authority.~~

Agent and Customer acknowledge that all service provided by Company is for the benefit of Customer. Customer and
its Agent acting on its behalf shall be subject to the Rate Schedules and General Terms and Conditions of the Company's
Schedule of Rates for Natural Gas Service. In the event that Agent or Customer fails to make timely payment for service
provided by Company, or otherwise is in default under the provisions of Company's Schedule of Rates for Natural Gas
Service, this Agency Agreement may be revoked by Company and all service provided shall be subject to termination in
accordance with Company's Schedule of Rates for Natural Gas Service. If such termination of service is a result of
Agent's failure to make payment, Customer shall not be entitled to continued service, regardless of whether Customer
has made payment to Agent until Company receives full and complete payment or satisfactory payment arrangements
between Customer and Company have been made as determined by Company. Agent and Customer shall be jointly and
severally liable for all payments due and owing Company for all services provided.

SourceGas Distribution LLC

As of the effective date specified below, Agent shall be authorized, in the following manner, to act on Customer's behalf
in managing Company's gas transportation services.

This Agency Agreement shall become effective as of _____

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APPENDIX A

To the Distribution Transportation Service Agreement between SourceGas Distribution LLC
("Company")

and _____ ("Buyer") _____

Contract Number _____

Maximum Daily Service Quantity: _____ Therms per day

Point of _____ Maximum _____ Maximum Daily _____ Atmospheric _____ Provision for
Receipt _____ Receipt _____ Receipt Quantity _____ Pressure _____ Inlet Facility
Meter No. _____ Pressure _____

The rate charged will be the maximum distribution transportation rate unless
otherwise agreed to in writing.

Effective Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
signed by the parties with execution authority.

SourceGas Distribution LLC

Quality Waivers:

This Appendix A supersedes and cancels any previously effective Appendix A to this Distribution
Transportation Service Agreement.

Effective Date: _____

SourceGas Distribution LLC

By: _____

Title: _____

Buyer

By: _____

Title: _____

Buyer

By: _____

Advice Letter No. _

Issuing Officer

Issue Date: September 16, 2009

Decision or
Authority No.

Title

Effective Date:

Effective Date:

SourceGas Distribution LLC

Colo. PUC No. 7
Second Revised Sheet No. 109
Cancels Original Sheet No. 109

2.46 ~~—"Process Gas" is defined as gas use for which alternate fuels are not technically feasible such as in applications requiring temperature controls and precise flame characteristics. For the purposes of this definition, propane and other gaseous fuels shall not be considered alternate fuels.~~

2.47 ~~"p.s.i.a." means pounds per square inch absolute.~~

~~2.48~~ 2.45 "p.s.i.g." means pounds per square inch gauge.

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Issue Date: September 16, 2009

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Appendix E

Proposed SourceGas Distribution Tariffs

SourceGas Distribution LLC

Colo. PUC No. 7
First Revised Sheet No. 83
Cancels Original Sheet No. 83

DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE - continued

- | | | |
|-----|--|---|
| 2.3 | Company shall receive from Buyer, or for the account of Buyer daily quantities of gas tendered for transportation. Upon receipt of natural gas for Buyer's account, Company shall, after a reduction of the applicable Fuel Reimbursement Quantity (loss and unaccounted for and company use), transport and deliver for the account of Buyer the thermal equivalent of such gas at the Customer Premise as specified in the Distribution Transportation Service Agreement. | T |
| 2.4 | CONTRACT QUANTITY. Company shall calculate an MDDQ for any End-User with a Delivery Point not located in the Western Slope Colorado Rate Area submitting a Request for Distribution Transportation Service. Such calculation shall include an amount of capacity required. | N |
| 2.5 | CONTRACT QUANTITY ADJUSTMENT. For Delivery Points not located in the Western Slope Colorado Rate Area, when an End-User's MDDQ is overrun, the Company will increase the MDDQ specified in the Request for Distribution Transportation Service. The increased MDDQ will be reflected in the Service Agreement for the billing period following the increased MDDQ. End-Users' MDDQs will be evaluated by May 1 of each year. The Company shall reset the End-Users' MDDQs based on the highest usage for any day occurring during the previous three years (April 1 through March 31) so long as the End-User has taken Distribution Transportation Service at least 6 (six) months. In the event that an End-User reduces its usage, such End User may request in writing that the Company consider a reduction in the MDDQ applicable to the End-User. Upon receipt of any such request, the Company may grant a reset of the previously established MDDQ for the following situations only: | N |
| a. | The Company determines in its sole discretion that End-User has physically and permanently removed gas consuming appliances or equipment as physically verified by the Company that results in a reduction in MDDQ, in which case Company shall determine the appropriate MDDQ. | N |
| b. | The Company determines in its sole discretion that End-User has installed energy Gas Demand Side Management equipment as part of a Company sponsored Demand-Side Management program that results in a reduction in MDDQ, in which case, the Company shall determine the appropriate MDDQ. | N |
| c. | The Company determines in its sole discretion that End-User used substantial amounts of gas due to an unforeseen force majeure event such that temporary gas consuming devices are used to mitigate such an event and that such devices are not required for any permanent service requirement and further that End-User will continue to use gas quantities up to the MDDQ. | N |

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Cancels Original Sheet No. 84

DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE – continued

2.3 ADDITIONAL FACILITIES

- a. Company shall not be obligated to add any facilities or expand the capacity of Company's distribution transportation system in any manner in order to provide distribution service to Buyer pursuant to this Rate Schedule; however, Company is willing to add facilities whenever such is deemed, in Company's reasonable judgment, to be economically, operationally, and technically feasible, subject to the condition that the Company and Buyer enter into a facilities agreement which is subject to the provisions of this Tariff;
- (1) The nature, extent and timing of facilities required shall be at the reasonable discretion of Company;
- (2) Company receives acceptable assurances of financial reliability from any Buyer requesting additional capacity.
- b. When Company, in its reasonable discretion, agrees with Buyer to construct or acquire new facilities, in order to provide service to Buyer, Company shall require Buyer:
- (1) To make a facilities reimbursement payment, including a gross-up for applicable state and federal income tax expense associated with such facilities;
- (2) To pay for the additional facilities in one lump sum payment or by installment payments to be completed by the end of the contract terms, as negotiated by the parties.
- (3) To agree to a reimbursement schedule setting the terms, the rate, and the conditions for reimbursement of the additional facility charge, including an obligation to reimburse Company, upon demand, for any unamortized capital charges, under an agreed upon amortization schedule, which may remain in service by Company to Buyer under this rate schedule is terminated prior to the end of said amortization period.
- c. If Company, in its reasonable discretion, agrees in writing that Buyer can satisfactorily install, operate and maintain any measuring equipment which Buyer desires to install, maintain, or operate pursuant to the specifications set forth in the General Terms and Conditions of Company's Tariff, Company shall not be obligated to install such measuring equipment and Buyer shall be relieved of any obligation to reimburse Company for the costs related thereto. If Buyer measures the gas, Buyer shall send to Company in writing the readings and dates from such measuring equipment by the 5th day of the next succeeding month.

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DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE – continued

- 2.6 To the extent service under this Rate Schedule is interrupted, such affected service under this Rate Schedule shall be reduced in accordance with Company's General Terms and Conditions.
- 2.7 Firm Distribution Transportation Service agreements must be for a period of one year or more.
- 2.8 A Customer under this Distribution Transportation Service Rate Schedule is solely responsible for its own gas procurement. The Company shall have no sales service obligation to such Customer.
- 2.9 Standby supply service may be available to Buyers under Company's applicable sales tariffs on file and in effect with the Commission after service to all firm and interruptible sale customers.

3. REQUIREMENTS FOR DISTRIBUTION TRANSPORTATION SERVICE AGREEMENT

- 3.1 REQUEST. All Buyers requesting distribution service must provide the information required by this section and by Company's Distribution Transportation Service Request Form included in this Tariff, in order to qualify for distribution service under this Rate Schedule. No request for distribution service will be entered on the Company's log until all such information and a completed Distribution Service Request Form has been provided to Company.

All completed Distribution Transportation Service Request Forms are to be sent to:

SourceGas Distribution LLC
370 Van Gordon Street, Suite 4000
Lakewood, Colorado 80228
Attn: Shipper Services

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DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE - continued

Any request shall include the following:

- a. CUSTOMER INFORMATION. Name, address and telephone number to whom correspondence, billings, or other communications should be directed. State name, address and phone number of twenty-four (24) hour contact person for purposes of exchanging scheduling and volume information.
- b. CUSTOMER SERVICE TYPE. Specify current type of service (Residential, Small Commercial, Large Commercial, Seasonal or Irrigation or Crop Drying). Also Specify type of transportation service being requested.
- c. TERM. The proposed commencement and termination dates of service; provided, however, the proposed commencement date shall not be more than ninety (90) days from the date of the request for distribution service hereunder unless further time is necessitated by Company's construction of facilities, or waived by Company in its reasonable discretion..
- d. RECEIPT POINT INFORMATION. For Distribution Transportation Customers not located in the Western Slope Colorado Rate Area, the designated Receipt Point(s) for the requested Distribution Transportation Service with the names of any pipelines transporting the gas immediately upstream of Company's facilities. The Receipt Point(s) requested by Buyer must be acceptable to Company with regard to adequacy of the physical facilities to receive and distribute the quantity requested.
- e. DELIVERY POINT INFORMATION. Specify facility name, address and premise number (if known) for each service location where Distribution Transportation Service is being requested.
- f. AFFILIATE INFORMATION. The extent of Buyer's, End-User's or supplier's affiliation with Company.

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First Revised Sheet No. 87
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DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE – continued

3.2 DISTRIBUTION TRANSPORTATION SERVICE AGREEMENT. A Distribution Transportation Service Agreement shall be executed by Buyer within thirty (30) days of being tendered by Company, following Company's acceptance of Buyer's request for service.

- a. Term. The Agreement shall be effective for a primary term of no less than one year. If renewable following the primary term, the Agreement may be terminated by either party upon thirty (30) Days' prior written notice, to be terminated effective June 30.
- b. Assignment. The Agreement shall be binding upon and inure to the benefit of any successor(s) to either Company or Buyer by merger, consolidation or acquisition.
- c. Interpretation and Modification. The interpretation and performance of the Agreement shall be in accordance with the laws of the State of Colorado. The Agreement, and all its rates, terms and conditions, shall at all times be subject to modification by order of the Commission upon notice and hearing and a finding of good cause therefor. In the event that any party to the Agreement requests the Commission to take any action which could cause a modification in the conditions of the Agreement, that party shall provide written notice to the other parties at the time of filing the request with the Commission.
- d. Agreements being superseded. When the Agreement becomes effective it shall supersede and cancel any other Distribution Transportation Service agreements between the parties for the same service.
- e. Certifications. By executing the Agreement, Buyer certifies that: (1) Buyer has title to, or a current contractual right to acquire such title to, the gas to be transported by Company; (2) Buyer has, or will have, entered into all arrangements necessary for the commitment of deliveries to Company; and (3) Buyer has a sales and, as applicable, a transportation contract(s) or will enter into such sales and, as applicable, a transportation contract(s) prior to the commencement of service.

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Original Sheet No. 87A

DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE - continued

- 3.3 FILING FEES. Any and all filings and approval fees required in connection with Buyer's Service Agreement that Company is obligated to pay to any governmental authority having jurisdiction shall be billed by Company. Any fees recovered hereunder will not be included in Company's cost of service.
- 3.4 REIMBURSEMENT. Any reimbursement due Company by Buyer pursuant to this section shall be due and payable to Company within ten (10) days of the date of Company's invoice(s) for same.
- 3.5 CUSTOMER DEPOSITS. Customer deposits will be required as provided in the Colorado PUC's Rules Regulating Gas Utilities and Pipeline Operators. However, depending on creditworthiness of Buyer, as determined pursuant to Section 3.a.iv of the Sales Service Rate Schedule of this Tariff, and in a non-discriminatory manner, Company may require Buyer to provide a deposit in an amount of up to an estimated six (6) months bill of Buyer. If the deposit is not paid within fifteen (15) days of written notification, service will not begin, or, if service has begun, it will be terminated.
- 3.6 ELECTRONIC FLOW MEASUREMENT. Electronic flow measurement (EFM) is required at all transportation service delivery points. If EFM does not exist at any transportation delivery point requested by Buyer, the Company shall have no obligation to provide transportation service to that point unless and until Buyer agrees to the Company's installation of EFM at such delivery point and to Buyer's reimbursement of all costs related to the installation and operation of EFM at such point. The Company shall install its standard EFM at a location determined by the Company, and Buyer shall allow the Company to install, maintain and operate the EFM on Buyer's property. Buyer shall reimburse the Company for all costs of material and labor related to installation of the EFM. Buyer shall also reimburse the Company for all initial installation costs (material and labor) and shall be responsible for all ongoing costs of an electrical supply and dedicated, data quality phone line necessary for the operation of the EFM equipment in the location determined by the Company. Should Buyer fail to agree to the installation or reimbursement of EFM at any requested delivery point, the Company shall have the right to refuse or terminate transportation service to Buyer at that point. The Buyer will maintain the communication line and cause any interruption in service over the communication line to be repaired as soon as possible. If interruption of service occurs on the communication line, and if the communication line is not repaired within three (3) business days, the Company may no longer accept transportation nominations from the Buyer. In any event, the Company shall obtain the metered data and Buyer shall be responsible for all applicable charges. The Company shall record EFM data on a daily basis during the term of Buyer's transportation service agreement and the daily flow and imbalance information will be made available to the Buyer and/or its designated Agent through the Company's electronic bulletin board.

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Original Sheet No. 87B

DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE - continued

N

- a. The Buyer will reimburse the Company for all reimbursable costs in a lump sum payment when service is initiated. If Buyer fails to make in a timely manner any payments to reimburse the Company for any reimbursable costs related to EFM installed at a delivery point under any distribution transportation service agreement with Buyer, the Company may, upon 30 days notice, terminate service to Buyer under such agreement, in addition to, and without limitation upon, any other legal or equitable remedies the Company may have.
- b. If Buyer's Distribution Transportation Service Agreement terminates, the Company shall not be obligated to make reimbursement for EFM installation(s) and the Company may elect to relocate the EFM equipment to another point on the Company's system at its discretion.

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Second Revised Sheet No. 88
Cancels First Revised Sheet No. 88

DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE – continued

4. RATES

4.1 MAXIMUM AND MINIMUM RATES.

The applicable maximum and minimum unit rates for distribution transportation service are set forth in the currently effective Distribution Transportation Service Rate Schedule. The applicable unit rate under this Rate Schedule shall be a rate not in excess of the maximum unit rate, nor less than the minimum unit rate. If Company elects to discount, Company shall discount these rates on a nondiscriminatory basis within this range. Company will charge the maximum rate unless otherwise agreed to in writing with Buyer.

b. RATES NEGOTIATIONS. Rates other than published tariff rates may be requested in writing.

4.2 MONTHLY BILL. Commencing for the month in which the Distribution Transportation Service Agreement is effective and each month thereafter, Company shall charge and Buyer shall pay Company the following amounts:

a. CUSTOMER CHARGE. The applicable rate set forth in the currently effective Rate Schedule multiplied by the number of delivery meters covered by the Agreement.

DISTRIBUTION CHARGE. The applicable unit distribution rate set forth in the currently effective Transportation Rate Schedule multiplied by the therms delivered by Company in the month at the Delivery Point(s).

MONTHLY ADMINISTRATIVE FEE. There will be an administrative charge as set forth on the applicable rate sheet of this Tariff.

AUTHORIZED OVERRUN CHARGE. Such charge shall be incurred when the Company permits Buyer to take daily volumes in excess of its MDSQ, when specified. The applicable Authorized Overrun Charge is set forth on the applicable rate sheet of this Tariff.

UNAUTHORIZED OVERRUN CHARGE. Such charge shall be incurred when Buyer takes daily volumes in excess of its MDSQ, when specified, which were not nominated and confirmed or when Buyer takes daily volumes in excess of Authorized Overruns for the Day.

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DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE – continued

4.3 DISCONTINUANCE OF SERVICE

Discontinuance of service shall be as provided in accordance with the Colorado PUC's Rules Regulating Natural Gas Utilities and Pipeline Operators.

5. BALANCING

5.1 BUYER'S RESPONSIBILITY. Balancing of distribution transportation receipts and deliveries behind a Mainline Border Station, single Town Border Station, or an equivalent thereof is Buyer's responsibility. Imbalances are to be minimized and are subject to the terms and conditions of this Tariff.

- a. If the Company receives gas from the Buyer at a Point of Receipt through which both Distribution Transportation Rate Schedule and Sales Rate Schedule quantities are being received, the allocation of gas volumes through the meter will be the allocation supplied by the interconnecting pipeline. If the Company is able to control Point of Receipt allocations, the Company may minimize or eliminate monthly imbalances by allocating receipts. The Company is not responsible for eliminating any imbalances between end-use Buyer and an Agent.
- b. The Company will post notification of the Buyer's invoice and imbalance on the Company's interactive website. In instances in which there is a balance due on an under-receipt imbalance, the interactive website will provide information on the imbalance MMBtu and cashout balance due to the Company. In instances in which there is an over-receipt imbalance cashout credit, the Company's interactive web site will provide information on the imbalance MMBtu and the cashout credit due to the Buyer.
- c. In addition to the provisions of this Section regarding monthly balancing behind a MBS, single TBS or equivalent thereof, the Company may require daily balancing of distribution receipts and deliveries consistent with the provisions of this Tariff. The Company has the right to reduce receipts and/or deliveries hereunder in excess of an MDSQ, when specified, at any time the Company may deem, in its reasonable discretion, that it is necessary to do so in order to protect the integrity of its system, including the maintenance of service to other customers.

5.2 OVERRECEIPTS. An over-receipt occurs when the MMBtu received into the Company's system (net of Fuel Reimbursement Quantity) on behalf of a Buyer is in excess of the Buyer's MMBtu of deliveries at designated location(s). Imbalances will be determined at the end of each month by subtracting deliveries from receipts (net of Fuel Reimbursement Quantity). The imbalance percentage will then be determined by dividing the imbalance by the monthly deliveries.

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Cancels Original Sheet No. 93C

DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE – continued

6.5 DELEGATION. A Buyer may delegate to any third party responsibility for submitting and receiving notices or nominations or performing other administrative duties under any Agreement, subject to the following conditions:

- a. Any designation of such a representative, and any change in such designation, must be in writing and must be submitted at least fourteen (14) days prior to the requested effective date as reflected on the Company's Form of Agency Agreement as contained in this Tariff so long as the effective date falls on the first calendar day of a month.
- b. The Company may rely on communication from Buyer's designated representative for all purposes. Communications by the Company to such designated representative shall be deemed notice to Buyer.
- c. Any third party may administer multiple agreements as the designated representative for one or more Buyers. However, such representative shall separately administer and account for each such agreement.

7. POSSESSION, TITLE AND WARRANTY OF GAS.

- 7.1 Company shall be deemed to be in possession of the gas delivered by Buyer only from the time it is received by Company for distribution at the Point(s) of Receipt until it is delivered to Buyer at the Point(s) of Delivery as provided herein. Buyer shall be deemed to be in possession of such gas prior to such receipt and after such delivery. Company shall have no responsibility hereunder with respect to such gas before receipt by it or after delivery to Buyer. Buyer shall have no responsibility to such gas while it is deemed hereunder to be in Company's possession.
- 7.2 It is expressly understood that title, or right to acquire title, to all gas delivered by Buyer to Company for distribution hereunder shall be held by Buyer. In no event shall Company take title to gas distributed pursuant to this agreement except as provided for in the General Terms and Conditions.

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Cancels Original Sheet No. 95

FORM OF
REQUEST FOR DISTRIBUTION TRANSPORTATION SERVICE
AND DISTRIBUTION TRANSPORTATION AGREEMENT

Page 1 of 3

C

CUSTOMER INFORMATION

Contract Number: _____

Date: _____

Complete Legal Name of Customer: _____

State of Incorporation: _____

Address: _____ For Billing: _____

Phone: _____ Phone: _____

Fax: _____

For Notices:

Contact Name: _____ Alternate Contact: _____

Address: _____ Alternate Address: _____

Phone: _____ Alternate Phone: _____

Customer Service Type:

Existing Service (Check one):

☐ Residential

☐ Small Commercial

☐ Large Commercial

☐ Seasonal

☐ None

Requested Service (Check One):

☐ Residential Transportation Service

☐ Small Commercial Transportation Service

☐ Large Commercial Transportation Service

☐ Seasonal Transportation Service

☐ Irrigation and/or Crop Drying Transportation Service

Requested Date of Distribution Transportation Service to Begin: _____

Initial Term of Agreement: _____

Renewal Term of Agreement: _____

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FORM OF
REQUEST FOR DISTRIBUTION TRANSPORTATION SERVICE
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C

End User Delivery Point Information:

<u>Facility Name</u>	<u>Service Address or Legal Location</u>	<u>Premise ID#</u>	<u>Affiliate Information</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

If the end-use Customer uses a marketing broker for nomination, gas purchases and balancing, the end-use Customer shall provide the Company with an Agency Agreement.

For Customers in the Company's Western Slope Colorado Rate Area, submittal of this Request affirms approval of Customer for Rocky Mountain Natural Gas LLC to obtain any and all necessary customer records from SourceGas Distribution LLC for provision of transportation service on Rocky Mountain Natural Gas LLC.

Submitted by:

Name: _____
Title: _____
Date: _____

Approved by:

Title: _____
Date: _____

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FORM OF
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Page 3 of 3
(To be completed for End-Users not located in the Western Slope Colorado Rate Area)

End User Receipt Point/MDDQ/MDRQ Information:

<u>Upstream Pipeline</u>	<u>Receipt Point (TBS)</u>	<u>MDDQ/MDRQ</u>

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FORM OF
REQUEST FOR DISTRIBUTION TRANSPORTATION SERVICE
AND DISTRIBUTION TRANSPORTATION AGREEMENT

ATTACHMENT A

FORM OF AGENCY AGREEMENT
SOURCEGAS DISTRIBUTION LLC
DISTRIBUTION TRANSPORTATION SERVICE
(For all Service Territories Not Downstream of
Rocky Mountain Natural Gas LLC)

The undersigned, by and on behalf of _____
(Customer), having a mailing address of _____
_____, hereby designates _____
_____, (Agent), having a mailing address of _____

_____, as its Agent, with full authority to act on its behalf
in obtaining upstream gas transportation service and managing gas transportation on SourceGas Distribution LLC
(Company), as specified below, for the transportation of gas supplies from Company's Receipt Points to Customers.

Customer authorizes Agent to act on its behalf in managing gas transportation services on Company's
distribution system, arranging for the delivery of gas quantities to Company's Receipt Point(s) for Customer including
submitting all nominations therefor, managing gas transportation Imbalances incurred on behalf of Customer, receiving
invoices from Company and paying all applicable charges for distribution transportation service provided by Company
to Customer at the above Premise(s).

Agent and Customer acknowledge that all service provided by Company is for the benefit of Customer. Customer and
its Agent acting on its behalf shall be subject to the Rate Schedules and General Terms and Conditions of the Company's
Schedule of Rates for Natural Gas Service. In the event that Agent or Customer fails to make timely payment for service
provided by Company, or otherwise is in default under the provisions of Company's Schedule of Rates for Natural Gas
Service, this Agency Agreement may be revoked by Company and all service provided shall be subject to termination in
accordance with Company's Schedule of Rates for Natural Gas Service. If such termination of service is a result of
Agent's failure to make payment, Customer shall not be entitled to continued service, regardless of whether Customer
has made payment to Agent until Company receives full and complete payment or satisfactory payment arrangements
between Customer and Company have been made as determined by Company. Agent and Customer shall be jointly and
severally liable for all payments due and owing Company for all services provided.

As of the effective date specified below, Agent shall be authorized, in the following manner, to act on Customer's behalf
in managing Company's gas transportation services.

This Agency Agreement shall become effective as of _____.

This Agency Agreement is made and entered into this _____ day of
_____, 20__.

(Customer)

(print name)

(Agent)

(print name)

Title: _____

Title: _____

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Buyer

Maximum Daily Service Quantity: _____ Therms per day

The rate charged will be the maximum distribution transportation rate unless otherwise agreed to in writing.

Effective Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the parties with execution authority.

SourceGas Distribution LLC

By: _____
Title: _____

Buyer

By: _____
Title: _____

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Colo. PUC No. 7
Original Sheet No. 100-104B

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Original Sheet No. 104E-104F

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GENERAL TERMS AND CONDITIONS – continued

- 2.34 "Maximum Daily Delivery Quantity" (at individual delivery point(s) ("MDDQ") means the maximum quantity of natural gas in MMBtu which Buyer is entitled to receive from Company on any day at a particular delivery point, should capacity be available. T
- 2.35 "Maximum Daily Receipt Quantity" ("MDRQ") means the maximum quantity of natural gas in MMBtu which Buyer is entitled to tender to Company at an individual receipt point on any day.
- 2.36 "Maximum Daily Service Quantity" ("MDSQ") is the maximum quantity of natural gas in MMBtu which Buyer is entitled to tender to Company on any day for the account of Buyer at all Receipt Point(s) should capacity be available. The MDSQ shall include the applicable Fuel Reimbursement Quantity. T
- 2.37 "MMBtu" is one million (1,000,000) British thermal units.
- 2.38 "Month" - A period beginning at eight o'clock a.m., Mountain Time, or at such other hour as Buyer or Customer and Company have agreed upon, on the first day of the calendar month and ending at the same time on the first day of the next month.
- 2.39 "Monthly Billing Period" - is the calendar month.
- 2.40 "Party" means Buyer, Customer or Company.
- 2.41 "Point of Delivery" or "Delivery Point" - The point of connection between facilities of Company and another Party at which the gas leaves the outlet side of the measuring equipment or main of Company and enters the facility of that Party or other agreed upon point.
- 2.42 "Premise" means a physical location where a Customer takes service.
- 2.43 "Process Gas" is defined as gas use for which alternate fuels are not technically feasible such as in applications requiring temperature controls and precise flame characteristics. For the purposes of this definition, propane and other gaseous fuels shall not be considered alternate fuels.
- 2.44 "p.s.i.a." means pounds per square inch absolute.
- 2.45 "p.s.i.g." means pounds per square inch gauge.

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Appendix F

Confidential

Calculation of A M Gas MDDQ

Appendix G

Confidential

A M Gas End-Use Party Primary Receipt-to-Delivery Point Pathing