

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 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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- 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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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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- 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:
- 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.
 - 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.
 - 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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FIRM TRANSPORTATION SERVICE
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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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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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- 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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- 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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- (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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- (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. Imbalances must be posted to the Company's interactive web site if a Shipper wishes to trade those imbalances among other Shippers' 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.

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- 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.

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- 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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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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"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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"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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"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, (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.

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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 acceptable assurances of the financial reliability of the Customer(s) or the applicant(s) for service requesting the additional facilities.

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Issuing Officer

Title

Issue Date: October 30, 2009

Effective Date:

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: October 30, 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

By: _____

Title: _____

SHIPPER

By: _____

Title: _____

Advice Letter No. _

Decision or
Authority No.

Issuing Officer

Title

Issue Date: October 30, 2009

Effective Date:

Rocky Mountain Natural Gas LLC

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

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Advice Letter No. _

Decision or
Authority No. _

Issuing Officer

Title

Issue Date: October 30, 2009

Effective Date:

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

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.

Advice Letter No. __

Decision or
Authority No.

Issuing Officer

Title

Issue Date: October 30, 2009

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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. _____

Decision or
Authority No. __________
Issuing Officer_____
Title

Issue Date: October 30, 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)	_____ (Principal's Agent)
_____ (print name)	_____ (print name)
Title: _____	Title: _____

Advice Letter No. _

Decision or
Authority No. _

Issuing Officer

Title

Issue Date: October 30, 2009

Effective Date: _

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: _____

Address: _____

Phone: _____

Fax: _____

Name of New Agent: _____

Address: _____

Phone: _____

Fax: _____

End-Use Party Delivery Point Information:

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

Effective Date of Change: _____

End-Use Party Authorization:

Name: _____

Title: _____

Date: _____

New Agent Authorization:

Name: _____

Title: _____

Date: _____

Approved by: _____

Date: _____

Title: _____

Advice Letter No. _____

Issuing Officer

Issue Date: October 30, 2009

Decision or
Authority No. _____

Title

Effective Date: _____

Rocky Mountain Natural Gas LLC

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

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Advice Letter No. _

Decision or
Authority No. _

Issuing Officer

Title

Issue Date: October 30, 2009

Effective Date: _____

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	___ Submit Nominations	___ Imbalance
Trading		
___ 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

Title

Issue Date: October 30, 2009

Effective Date: _____

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