

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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Issue Date: October 30, 2009

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DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE – continued

2.6 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 if 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

- 2.7 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.
- 2.8 Firm Distribution Transportation Service agreements must be for a period of one year or more.
- 2.9 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.
- 2.10 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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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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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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DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE - continued

- 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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DISTRIBUTION TRANSPORTATION SERVICE RATE SCHEDULE – continued

4. RATES

4.1 MAXIMUM AND MINIMUM RATES.

- a. 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).
- c. MONTHLY ADMINISTRATIVE FEE. There will be an administrative 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. 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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FORM OF
REQUEST FOR DISTRIBUTION TRANSPORTATION SERVICE
AND DISTRIBUTION TRANSPORTATION AGREEMENT

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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
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End User Delivery Point Information:

Facility Name	Service Address or Legal Location	Premise ID#	Affiliate Information

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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(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)	_____ (Agent)
_____ (print name)	_____ (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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Effective Date:

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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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