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# GENERAL TERMS AND CONDITIONS

## NATURAL GAS SALES SERVICE

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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

RESIDENTIAL

These General Terms and Conditions apply to Residential Service in all territory served by the Company.

DEFINITION

Residential Service is the furnishing of natural gas for the exclusive use of the individual customer for domestic purposes, e.g., cooking, water heating, spaceheating and clothes drying, in a private home or individual living unit where only ~~one~~ household is served through a single meter. Service to buildings appurtenant to the residence including garages, barns, and other minor buildings for use of the residents may also be served through the residential meter. Each family dwelling place or housekeeping unit shall be considered as a separate living unit.

CLASSIFICATION OF SERVICE

For purpose of designation, service is classified by type of use as follows:

- (a) Residential Service is the use of natural gas for all general domestic purposes.
- (b) Residential Gas Outdoor Lighting is the use of natural gas for domestic outdoor illumination.

SPECIAL RULES

Residential Service rates are not applicable to service for commercial enterprises, except as specifically provided herein. Commercial enterprises will include but not be limited to clubs, fraternities, sororities, lodges, hotels, apartment and rooming houses, motels, mobile home parks, campgrounds, multi-family dwellings where more than one dwelling or one living unit is served through a single meter, schools, municipal buildings, churches, eleemosynary institutions, greenhouses, dairies, manufacturing, agricultural, livestock production, mining, oil and gas extraction, construction, communication, transportation, etc.

Where three or more rooms in a private residence or apartment building are used as tenant sleeping rooms or are for rent, and the entire residence or apartment building is supplied through one meter, such residence or apartment building shall be classified as a commercial establishment and shall not be entitled to a residential schedule.

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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

INTERRUPTIBLE INDUSTRIAL

These General Terms and Conditions apply to Interruptible Industrial Service in all territory supplied by the Company.

DEFINITION

Interruptible Industrial Service is the furnishing of natural gas service under the applicable Interruptible Industrial schedule for commercial and industrial manufacturing or processing uses or for spaceheating purposes which service is subject to immediate interruption by discontinuance of gas service to customer by Company with or without notice. Interruptible Industrial Service is subject to the prior rights to available gas of all Residential and Commercial customers.

CLASSIFICATION OF SERVICE

For purpose of designation, Service is classified by type and priority of use as:

- (a) Interruptible Industrial is the use of natural gas for commercial, industrial, manufacturing or processing uses.

SPECIAL RULES

General Statement

The availability of natural gas for service under Interruptible Industrial schedule is contingent at all times upon the requirements of customers receiving a higher priority service. The Company reserves the right to limit at any time the number of customers served and/or the quantities of natural gas supplied under Interruptible Industrial schedules; to render such service only where it has adequate capacity and where emergency circumstances are not present that would otherwise warrant interruption, and the general operating conditions of both customer and Company are such that service shall be supplied under the Interruptible Industrial schedule. Customer shall not only be responsible for complying with curtailment orders, but is also responsible for demonstrating the ability to comply with curtailment orders, including through curtailment demonstration tests requested by the Company. The Company may use its sole discretion in prioritizing interruptions when disruption of a customer taking Interruptible Industrial Service would cause a public safety concern or affect critical infrastructure.

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NATURAL GAS SALES SERVICE

INTERRUPTIBLE INDUSTRIAL

SPECIAL RULES - Cont'd

Contact List

Customer is required to maintain with Company a current list identifying current contact person(s)' phone number(s), email address(es), and mailing address(es) for that party. In addition, Customer is required to confirm and/or update such information within thirty (30) calendar days of any such request by Company. This list allows the Company to provide periodic notices to and facilitate direct communications by Company with Customer as needed.

Curtailment Demonstration Test

The Company may order customers taking Interruptible Industrial Service to curtail their interruptible load as part of a curtailment demonstration test. Customer(s) must demonstrate that they are able to comply with curtailment orders as part of this test.

Prior Rights

1. Residential and Commercial gas customers have priority to the use of available natural gas service over all Industrial gas customers.

Combined Service

Where the total load of a customer served at one point of delivery cannot be combined under one classification for billing purposes due to restrictions in the applicable schedule, customer shall so arrange his piping so that each class of service can be separately metered and billed under the applicable schedule.

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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

INTERRUPTIBLE INDUSTRIAL

SPECIAL RULES - Cont'd

Pressure and Temperature Correction

Where it becomes necessary, the volume of natural gas as registered on the meter shall be adjusted to a volume based on sixty degrees Fahrenheit and a pressure of four ounces above average atmospheric pressure for purposes of calculating the bill for service.

Limitation on Availability

Interruptible Industrial Service is available only under the rules governing the Temporary Gas Attachment Scheduling.

Conversion to Commercial Service

A customer receiving natural gas service under an Interruptible Industrial Schedule desiring to convert part or all of such service at a specific location to Commercial Service may request Commercial Service by application as a new customer under the Temporary Gas Attachment Scheduling program.

Any customer, once having changed from Interruptible Industrial Service to Commercial Service and wishing to convert back to Interruptible Industrial Service shall be construed as a new customer, subject to the terms of the Temporary Gas Attachment Scheduling program.

In addition to other available remedies, the Company, in its sole discretion, may upon thirty (30) days' prior notice, move a customer from Interruptible Industrial Service to Commercial Service when the customer:

- 1) fails to curtail interruptible load in compliance with a curtailment order from the Company;
- 2) fails to comply with the Company's requested curtailment demonstration test;
- 3) fails to maintain or provide the Company with current contact information;
- 4) fails to respond to the Company's communications;
- 5) fails to make the Company's equipment accessible for ingress or egress; or
- 6) fails to comply with any provisions of Interruptible Industrial Service.

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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

INTERRUPTIBLE INDUSTRIAL

SPECIAL RULES - Cont'd

Conversion to Commercial Service - Cont'd

Customers must comply with the Company's Distribution Extension Policy (if applicable) when moving to Commercial Service. If the Company exercises this option, the customer is not eligible for any interruptible service for at least one (1) year after termination of Interruptible Industrial Service. Upon the expiration of such one (1) year period, the customer may request to return to interruptible service. Approval will be at the Company's sole discretion.

INDUSTRIAL DEPOSITS AND REFUNDS

Any first-time applicant for industrial service shall be required to make a deposit of an estimated ninety days' bill. Any applicant who is a former customer of the Company but who did not have industrial service for at least twenty-four months within the last three years shall be considered a first-time applicant. A former industrial customer of the Company whose previous service was provided for at least twenty-four months within the last three years and whose payment history was satisfactory, shall not be required to make a deposit. Any applicant for or industrial service at additional locations will be required to make a customer deposit of an estimated ninety days' bill at the new location unless said applicant has maintained a satisfactory payment record on all other industrial service accounts. Any time a customer changes location, payment history will be reviewed and if not satisfactory, the Company will request a deposit or an additional deposit; total deposit not to exceed an estimated ninety days' bill at the new location.

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GAS TRANSPORTATION TERMS AND CONDITIONS

SHIPPER, RECEIVING PARTY AND AGENT ACKNOWLEDGEMENTS

All parties taking Gas Transportation Service from Transporter, including Shipper, Receiving Party and Agent, acknowledge and agree to the foregoing General Statement, as well as the following:

- 1) All Gas Transportation Service provided to Shipper and the Receiving Party by Transporter is for the benefit of the Receiving Party, and in the event that timely payment is not made for any service, or any rule or regulation of Transporter or the Commission is violated by Shipper, Receiving Party or Agent, all service provided shall be subject to suspension or termination in accordance with Transporter's Gas tariff;
- 2) Shipper is responsible for obtaining Shipper's Gas for tender to Transporter at the Receipt Points, making payment of all costs of such gas from sources other than Transporter, nominating quantities at Receipt Points and Delivery Points, managing Imbalances of Gas, and otherwise complying with its Service Agreement and Transporter's Gas tariff. If Shipper fails to comply with the terms of its Service Agreement, these Gas Transportation Terms and Conditions, and other Gas tariff obligations or agreements with Transporter, Transporter shall not be required to provide Transportation Service.
- ~~2~~3) Shipper, Agent and/or Receiving Party agree to cooperate with the Company's reasonable requests for information or assistance.

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DEFINITION OF TERMS - Cont'd

OFO Tolerance Level - The quantity or percentage of the total transportation quantity specified in an Operational Flow Order that can be under- or over-delivered to an Operational Area by a Shipper during the period of an Operational Flow Order without incurring additional charges.

On Peak Demand Quantity - The maximum daily firm capacity that a Shipper with an Interruptible Gas Transportation Service Agreement may purchase from Transporter, with the applicable maximum quantity set forth in Shipper's Service Agreement or amendments thereto.

Operational Area - Regional areas of Transporter's System consisting of pipeline facilities that receive and deliver Gas that is regularly commingled and interchanged with other gas supplies received and delivered in that Operational Area. Operational Areas are posted on Transporter's EBB. Receiving Parties under a Service Agreement shall be grouped under a specific Operational Area based on their location. The location of Delivery Points shall determine the Operational Area under which the Service Agreement shall be grouped.

Operational Balancing Agreement or OBA - The contract between Transporter and the Interconnecting Party at a Receipt Point or Delivery Point that specifies the balancing procedures to manage Receipt Point and/or Delivery Point variances at an Interconnect.

Operational Flow Order or OFO - An order issued by Transporter as allowed by this tariff to alleviate conditions that threaten or could threaten the safe operation or integrity of Transporter's System or to maintain operations required to provide efficient and reliable firm gas service ~~Firm Gas Transportation Service~~, which is issued for all or a specific portion of a Gas Day(s) and covering either a designated Operational Area, or a designated Shipper or group of Shippers within an Operational Area, that Transporter reasonably believes are causing the condition necessitating the OFO.

Operator - The party that controls the movement of gas through an Interconnect.

Primary Receipt Point(s) - In-Path Receipt Point(s) specified in the ~~Firm Gas Transportation~~ Service Agreement or amendments thereto as Primary Receipt Point(s) where Receiving Party is entitled to firm gas on Transporter's System under either Firm Gas Transportation Service or the On-Peak Demand Quantity Option under Interruptible Gas Transportation Service-on Transporter's System. A Receipt Point is In-Path when it does not utilize displacement to serve Receiving Party(ies), and the Transporter has determined that gas will flow between the Receipt Point and Delivery Point to serve the Receiving Party(ies) during capacity constraints on the System. Transporter may direct Shipper to Primary Receipt Point(s) when system conditions warrant.

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GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS - Cont'd

Prior Period Adjustment - A retroactive correction of the Gas quantities received, transported, delivered and/or used as initially accounted-for and reported by Transporter, necessitating a correction of Transporter's transportation service billing for a period of at least one (1) Month, but not to exceed twenty-four (24) Months.

Receipt Point(s) - The Interconnect wherein Transporter receives Gas tendered by or for the account of Shipper for transportation on Transporter's System. Receipt Points are specified in the Service Agreement or amendments thereto and/or in the Master Point List on Transporter's EBB.

Receiving Party(ies) - The party or parties that take delivery of Natural Gas from Transporter at the Delivery Point(s). The Receiving Party(ies)/end-use customer and the Shipper may be one and the same.

Scheduled Quantity(ies) - The quantity of Natural Gas (plus FL&U) that the Shipper nominates, the Operator confirms for Transporter, and Transporter verifies with upstream and downstream parties for Shipper to receive at the Receipt Point(s), and/or the quantity of Natural Gas that Transporter delivers to Shipper (or for Shipper's account) at the Delivery Point(s) for a specific Gas Day.

Secondary Delivery Point(s) - Authorized Delivery Point(s) that is not considered as a Primary Delivery Point(s).

Secondary Receipt Point(s) - Authorized Receipt Point(s) that are not ~~on the Master Point List as~~ Primary Receipt Point(s).

Service Agreement - The agreement entered into between Transporter and the Shipper providing for firm or interruptible transportation of Gas from the Receipt Point(s) through Transporter's System to the Delivery Point(s).

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GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS - Cont'd

Shipper - A party who takes Gas Transportation Service on Transporter's System, on either a firm or interruptible basis. In addition, an Agent, Shipper, and/or Receiving Party may be one and the same.

Shipper's Gas - Gas for which title is held by the Shipper or the Receiving Party.

System - The pipelines, compressor stations, regulator stations, meters, gas processing facilities and other related facilities owned by Transporter utilized in providing Transportation Services.

Transporter - Public Service Company of Colorado, also sometimes referred to as the Company.

Unauthorized Overrun Penalty - An amount charged (i) to a Shipper in the event a Shipper's deliveries exceed an OFO Tolerance Level; (ii) to a Shipper receiving Firm Transportation Service or the On Peak Demand Quantity Option under Interruptible Transportation Service that fails to comply with an order by Transporter directing the Shipper to a Primary Receipt Point and such Shipper continues to use Secondary Receipt Point(s); or (iii) ~~and~~ to an Interruptible Transportation Shipper transporting Gas above its On Peak Demand Quantity in the event of an Interruption. Transporter will provide Shipper notice of the applicable Unauthorized Overrun Penalty.

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GAS TRANSPORTATION TERMS AND CONDITIONS

TRANSPORTATION SERVICE OPTIONS

Firm Transportation Service

Firm Transportation Service consists of the reservation of firm capacity on Transporter's System and the transportation of Shipper's Gas on Transporter's System from a Shipper's Receipt Point(s) to its Delivery Point(s) on a firm basis. The terms of Firm Transportation Service provided to a Shipper, as well as any Backup Sales Service provided to Shipper, shall be as set forth in the Shipper's Firm Gas Transportation Service Agreement or amendments thereto and Transporter's Gas tariff.

All applications, agreements, and amendments for Firm Transportation Service must contain Primary Receipt Point(s). In addition to all other remedies available under the Gas tariff, Transporter may direct Shipper to such Primary Receipt Point(s) when system conditions warrant and charge Shipper an Unauthorized Overrun Penalty per Dth used at Secondary Receipt Point(s) for failure to comply. An Unauthorized Overrun Penalty may also be imposed under the additional circumstances provided in the definition of Unauthorized Overrun Penalty in the Gas Transportation Terms and Conditions.

Backup Sales Service Option (no longer available for new Service Agreements or Amendments to Service Agreements as of November 1, 2022)

The Backup Sales Service option, if selected by Shipper and approved by Transporter, allows a Shipper taking Transporter's Firm Transportation Service to pay a reservation charge giving Shipper rights to purchase sales gas up to Shipper's Backup Reservation Quantity. The Backup Sales Service option shall be made available to Shipper for and on behalf of the Receiving Party only.

A Shipper requesting to enter into or revise a Service Agreement to add the Backup Sales Service option shall submit either a Request for Transportation Service or a Request to Amend/Change Transportation Service Agreement, specifying the requested Backup Reservation Quantity. The Backup Reservation Quantity shall not be greater than the MDQ requested by the Shipper and approved by Transporter for Firm Transportation Service.

In general, it is preferable that requests for the Backup Sales Service option be submitted with sufficient time to begin such service on May 1. Transporter will review Requests for the Backup Sales Service option on a first-come, first-served basis, based upon the date of receipt of the request. Requests for the Backup Sales Service option, and the associated requested Backup Reservation Quantity, shall be approved or denied by Transporter in writing, at its sole discretion, within sixty (60) days of the receipt thereof. Transporter approval will specify the form of security required, if any, consistent with the Security for Gas Transportation section of these Gas Transportation Terms and Conditions.

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GAS TRANSPORTATION TERMS AND CONDITIONS

TRANSPORTATION SERVICE OPTIONS - Cont'd

Backup Sales Service Option - Cont'd

The agreed Backup Reservation Quantity shall be set forth in Shipper's Firm Gas Transportation Service Agreement or amendments thereto. Transporter will commence the Backup Sales Service option after it determines that sufficient supplies are available, but no earlier than the first Gas Day of the following Month.

In order to purchase Natural Gas from Transporter under the Backup Sales Service option, Shipper must nominate requested quantities for the Month in accordance with Transporter's Nomination procedures. Shippers may only nominate Backup Sales Service gas quantities up to Shipper's Backup Reservation Quantity.

By approving a request for the Backup Sales Service option, Transporter will not be obligated to stand ready to provide Backup Sales Service at a level above the Backup Reservation Quantity reserved. The availability of the Backup Sales Service option to any Shipper, including LDC Customers, shall be strictly subject to the terms of the Firm Gas Transportation Service Agreement between Transporter and the Shipper or any amendment thereto, and otherwise may be denied by Transporter in its sole discretion.

Interruptible Transportation Service

Interruptible Transportation Service consists of the transportation of gas on Transporter's System from a Shipper's Receipt Point(s) to its Delivery Point(s) on an interruptible basis. Interruptible Transportation Service is subject to availability of System capacity in Transporter's System. Should Transporter, in its sole judgment, determine that adequate System capacity is unavailable or that emergency circumstances otherwise warrant, then Shipper and Receiving Party ~~is~~ are subject to immediate Interruption of Transportation Service. The terms of Interruptible Transportation Service provided to a Shipper and Receiving Party, as well as any On Peak Demand Quantity provided to Shipper and Receiving Party, shall be as set forth in the Shipper's Interruptible Gas Transportation Service Agreement or amendments thereto and Transporter's Gas tariff.

Transportation service under this schedule is interruptible and is subject to immediate discontinuance to Shipper and Receiving Party by Transporter in accordance with the Service Agreement. Whenever circumstances reasonably permit, Transporter will endeavor to give Shipper and Receiving Party advance notice of Interruption of

Transportation Service, and Shipper shall ensure that each Receiving Party shall immediately discontinue the use of Gas as directed by Transporter. Transporter may use its sole discretion in prioritizing interruptions when disruption of a particular Receiving Party(ies) Interruptible Transportation Service would cause a public safety concern or affect critical infrastructure.

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TRANSPORTATION SERVICE OPTIONS - Cont'd

Interruptible Transportation Service - Cont'd

In addition to the Shipper, the Receiving Party (to the extent not also the Shipper) shall not only be responsible for complying with curtailment orders, but is also responsible for demonstrating the ability to comply with curtailment orders, including through curtailment demonstration tests requested by the Transporter.

If the Receiving Party fails to discontinue the use of Gas as provided herein, Transporter may discontinue service to the Receiving Party by physically shutting off the gas supply. In addition, during an Interruption a Shipper and/or Receiving Party transporting Gas above its On Peak Demand Quantity ~~(as set forth below)~~ shall be subject to Unauthorized Overrun Penalties. An Unauthorized Overrun Penalty may also be imposed under the additional circumstances provided in the definition of Unauthorized Overrun Penalty in the Gas Transportation Terms and Conditions. Authorized representatives of Transporter shall have at all times the right of ingress and egress to Receiving Party's premises. Upon determination by Transporter that the necessity for Interruption has ceased, Gas Transportation Service shall be resumed.

In addition to other available remedies, Transporter, in its sole discretion, may upon thirty (30) days' prior notice, move Receiving Party from Interruptible Transportation Service to firm service if the Receiving Party:

- 1) fails to curtail interruptible load in compliance with a curtailment order from the Transporter;
- 2) fails to comply with a Transporter requested curtailment demonstration test;
- 3) fails to maintain or provide Transporter with current contact information as required by these Gas Transportation Terms and Conditions;
- 4) fails to respond to Transporter's communications;
- 5) fails to make Transporter's equipment accessible for ingress or egress; or
- 6) fails to comply with any provisions of Interruptible Transportation Service.

Receiving Party must comply with Transporter's Distribution Extension Policy (if applicable) when moving to firm service. If Transporter exercises this option, Receiving Party is not eligible for any interruptible service for at least one (1) year after termination of Interruptible Transportation Service. Upon the expiration of such one (1) year period, the Receiving Party may request to return to interruptible service. Approval will be at Transporter's sole discretion.

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TRANSPORTATION SERVICE OPTIONS - Cont'd

Curtailment Demonstration Test

Transporter may order Receiving Party(ies) taking Interruptible Transportation Service to curtail their interruptible load as part of a curtailment demonstration test. Receiving Party(ies) must demonstrate that they are able to comply with curtailment orders as part of this test.

On Peak Demand Quantity

Shippers receiving Interruptible Transportation Service have the option to contract, on behalf of a Receiving Party, for firm capacity that is not subject to Interruption. Shippers entering into or amending Interruptible Gas Transportation Service Agreements may request an On Peak Demand Quantity. Commitments for an On Peak Demand Quantity shall be at the option of Transporter, dependent upon the sufficiency of pipeline and System capacity with respect to the requirements of Transporter's other firm gas sales Customers and firm Shippers. Such quantities shall be requested and approved in accordance with the Initiating and Amending Gas Transportation Service section of these Gas Transportation Terms and Conditions. The maximum daily On Peak Demand Quantity to be supplied to each Receiving Party for any Delivery Point shall be as specified in the Service Agreement or amendments thereto. The minimum duration of a Receiving Party's commitment for the On Peak Demand Quantity Option shall be twelve (12) months. If a Receiving Party ends its On Peak Demand Quantity Option, Receiving Party(ies) will not be allowed back on the Option for twelve (12) months.

Upon approval of the On Peak Demand Quantity, Shipper may nominate firm capacity up to the On Peak Demand Quantity specified in Shipper's Service Agreement or amendments thereto. Such Nominations shall be made in accordance with Transporter's Nomination procedures.

All applications, agreements, and amendments for the On Peak Demand Quantity Option must contain Primary Receipt Point(s). In addition to all other remedies available under the Gas tariff, Transporter may direct Shipper to such Primary Receipt Point(s) when system conditions warrant and charge Shipper an Unauthorized Overrun Penalty per Dth used at Secondary Receipt Point(s) for failure to comply. An Unauthorized Overrun Penalty may also be imposed under the additional circumstances provided in the definition of Unauthorized Overrun Penalty in the Gas Transportation Terms and Conditions.

Transporter may accept or reject Nominations in excess of the On Peak Demand Quantity at its discretion. Accepted Nominations in excess of the On Peak Demand Quantity shall be made available on an interruptible basis.

INITIATING AND AMENDING GAS TRANSPORTATION SERVICE

Initiating or amending Gas Transportation Service with Transporter shall be subject to all of the following requirements:

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GAS TRANSPORTATION TERMS AND CONDITIONS

INITIATING AND AMENDING GAS TRANSPORTATION SERVICE - Cont'd

Request for Transportation Service

Shipper shall submit to Transporter a fully completed (i) Request for Gas Transportation Service in the form attached to these Gas Transportation Terms and Conditions and (ii) Gas Transportation Credit Application found on Transporter's EBB.

~~Request for Transportation Service - Cont'd~~

To determine whether capacity is available on Transporter's System to provide the requested Gas Transportation Service, Transporter will consider the existing and proposed methods of delivering and receiving gas through its System, the requirements of Rule 4206 of the Commission's Rules Regulating Gas Utilities and Pipeline Operators, and the overall needs of existing customers on Transporter's System.

The request will either be approved or denied by Transporter in writing within thirty (30) days of the receipt thereof and of all required documents and information from Shipper in the timeframes set forth herein. If, however, Shipper is requesting the Backup Sales Service option, the request will either be approved or denied by Transporter in writing within sixty (60) days of the receipt thereof.

Transporter approval will also specify the form of security required, consistent with the Security for Gas Transportation section of these Gas Transportation Terms and Conditions.

If Transporter provides notice that additional facilities to provide service to Shipper are required as a condition for approval, Transporter will provide the information specified in the New or Additional Facilities section of these Gas Transportation Terms and Conditions. Where not otherwise governed by an agreement under Transporter's Distribution Extension Policy (Gas), the Shipper's or Receiving Party's terms of construction will be set forth in the Service Agreement, Interconnect Agreement, or other written agreement with Transporter.

Upon Transporter approval of a Request for Gas Transportation Service, Transporter shall tender to Shipper or Receiving Party an executable Service Agreement. A Service Agreement can only cover the Transporter Balancing Option or the Shipper Daily Balancing Option, but not both. Unless otherwise agreed, Gas Transportation Service is only available for a minimum period of one (1) year commencing on an effective date set forth in the applicable Service Agreement, and continuing from year to year thereafter, until canceled in accordance with the Service Agreement, the applicable rate schedule and Transporter's Gas tariff, including these Gas Transportation Terms and Conditions.

Within thirty (30) days of Shipper's receipt of an executable Service Agreement from Transporter, Shipper shall execute and deliver to Transporter such Service Agreement. Shipper must also, within that same timeframe, establish and maintain sufficient security as set forth in the Security for Gas

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GAS TRANSPORTATION TERMS AND CONDITIONS

INITIATING AND AMENDING GAS TRANSPORTATION SERVICE - Cont'd

Request for Transportation Service - Cont'd

Transportation Service section of these Gas Transportation Terms and Conditions. If Transporter has not received an executed Service Agreement within the required time, Transporter has the right to withdraw or reject the Service Agreement.

Transporter shall endeavor to establish and provide service within the time specified in the Request for Gas Transportation Service, but shall not be obligated to do so.

If a Request for Gas Transportation Service is denied, written notification will be provided to Shipper detailing the reasons for denial, as well as an explanation of what changes would be necessary to make the Request for Gas Transportation Service acceptable. Transporter will retain records of the rejection notice for two (2) years.

If a party tenders Gas onto the System without a corresponding Service Agreement, and the Gas meets Gas Quality specifications in Transporter's Gas tariff, such party is subject to Transporter's Gas tariff then in effect upon Transporter's receipt of such Gas. All such Gas received onto Transporter's System shall become the property of Transporter immediately.

Amending Transportation Service

To amend its Transportation Service, Shipper shall submit to Transporter a fully completed Request for Amendment/Change Notification to Gas Transportation Service Agreement in the form attached to these Gas Transportation Terms and Conditions and available on Transporter's EBB. The request will either be approved or denied by Transporter in writing within thirty (30) days of the receipt thereof and of all required documents and information from Shipper in the timeframes set forth herein, except where Shipper is requesting the Backup Sales Service option as set forth in the Backup Sales Service Option section of these Gas Transportation Terms and Conditions. Transporter approval will also specify the form of security required, consistent with the Security for Gas Transportation section of these Gas Transportation Terms and Conditions.

If Transporter provides notice that additional facilities to provide service to Shipper are required as a condition for approval, Transporter will provide the information specified in the New or Additional Facilities section of these Gas Transportation Terms and Conditions. Where not otherwise governed by an agreement under Transporter's Distribution Extension Policy (Gas), the Shipper's or Receiving Party's terms of construction will be set forth in the Service Agreement, Interconnect Agreement, or other written agreement with Transporter.

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INITIATING AND AMENDING GAS TRANSPORTATION SERVICE - Cont'd

Amending Transportation Service - Cont'd

Upon Transporter's approval of an amendment, and receipt of any additional required Security, the changes requested by the amendment will be reflected on the EBB and will be considered to be part of the Service Agreement. Transporter shall endeavor to establish and provide service within the requested timeframe, but shall not be obligated to do so.

~~Amending Transportation Service - Cont'd~~

If a requested amendment is denied, written notification will be provided to Shipper detailing the reasons for denial, as well as an explanation of what changes would be necessary to make the requested amendment acceptable. Transporter will retain records of the rejection notice for two (2) years.

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GAS TRANSPORTATION TERMS AND CONDITIONS

~~INITIATING AND AMENDING GAS TRANSPORTATION SERVICE~~ Cont'd

SECURITY FOR GAS TRANSPORTATION SERVICE

Except to the extent Transporter agrees to accept unsecured credit, any Shipper requesting or receiving Gas Transportation Service shall be required to post security as a condition of service in an amount and form that is acceptable to Transporter.

Eligible security may include cash deposits, an irrevocable standby letter of credit, or parental guaranty in a form and from an issuing entity acceptable to Transporter, or other security acceptable to Transporter. Any unsecured credit offered to Shipper will be based on Transporter's review of Shipper's financial statements, senior unsecured long-term debt (un-enhanced by third party support), any third party credit ratings (e.g., Moody's, Standard & Poor's/S&P, or Fitch), recent payment history, and/or other information relating to Shipper's creditworthiness.

Consistent with this provision, Transporter may review an existing Shipper's financial condition and information relating to an existing Shipper's creditworthiness periodically at Transporter's sole discretion. Shipper shall provide information requested by Transporter for the purpose of such a review within thirty (30) calendar days of Transporter's request. Additional security may be required as a result of such review.

Shipper grants to Transporter a first priority, continuing security interest in, lien on and right of set-off against all security provided hereunder. Any security required hereunder shall not be considered as advance payment or partial payment of any bill for service, but as a prerequisite for service, or continued service, and shall not be transferable to another Shipper. Transporter may apply the security against unpaid Shipper bills for service received on or after sixty (60) days following the due date of such unpaid Shipper bill(s) and, in addition to other remedies under these Gas Transportation Terms and Conditions, Transporter may require that Shipper replenish security in the amount of the security applied by Transporter. ~~only in the event service for the account on which the security was being held is discontinued or otherwise terminated.~~

The amount of security required as a condition of service shall not exceed the sum of the applicable Gas Transportation charges for the highest three (3) months of estimated or historical usage. However, in instances where such service requires the development of new facilities or expansion of the system, Transporter may require additional credit assurance based on the projected cost of such new facilities or expansion capacity.

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GAS TRANSPORTATION TERMS AND CONDITIONS

SECURITY FOR GAS TRANSPORTATION SERVICE - Cont'd

In cases of Receiving Parties that execute their own Service Agreement with Transporter, if such Receiving Party has maintained a satisfactory payment history with Transporter for a continuous period of at least twelve (12) months, Transporter may waive the Shipper's requirement to provide security under these Terms and Conditions at Transporter's sole discretion. ~~Additional security may also be required from an existing Shipper if Transporter reasonably determines that changes in the Shipper's financial condition or an increase in Shipper's gas transportation business with Transporter warrants such increase.~~

Refunds ~~Transporter shall refund any cash deposit or return security to Shippers of service deposits will be made~~ when (i) service ends and all outstanding bills have been paid; or (ii) Shipper establishes an alternate form of security in a form and amount acceptable to Transporter, whichever is earlier.

Interest will be paid on cash deposits at a rate equal to the effective customer deposit interest rate established by the Commission. The interest rate is subject to change January 1st of each year in accordance with the rules of the Public Utilities Commission of the State of Colorado. Interest will be paid either upon refund of the ~~prepayment~~ cash deposits or once annually as requested in writing by the Shipper.

NEW OR ADDITIONAL FACILITIES

The parties must mutually agree to install any new or additional facilities that may be required to accomplish Gas Transportation Service hereunder. Transporter will install necessary extension facilities and provide cost information and associated extension facility agreement(s) in accordance with the Gas Distribution Extension Policy set forth in the Gas tariff's Rules and Regulations Applicable to All Natural Gas Services.

Where additional facilities are needed beyond those addressed in the Distribution Extension Policy (Gas), Transporter will inform Shipper of the full installation cost to be borne by the Shipper, security required consistent with the Security for Gas Transportation Service section of these Gas Transportation Terms and Conditions, and any related monthly specific charges or other miscellaneous charges associated with said facilities.

Shipper shall have sixty (60) days from the date of said notification in which to approve the expenditure for such facilities in writing. Should Shipper decide not to approve the installation of said new or additional facilities, Transporter shall have the right to withdraw or terminate the Service Agreement or Interconnection Agreement, or ~~requested amendment, as~~ applicable.

If Shipper approves the installation of new or additional facilities in writing, Shipper shall compensate Transporter as agreed. All facilities installed by Transporter shall continue to be owned, operated, and maintained by Transporter unless otherwise agreed in writing between the parties.

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COMMUNICATION LINE INSTALLATION AND MAINTENANCE - Cont'd

In the event the communication line is out of service for a period of more than five (5) days, and Transporter determines that such out-of-service condition is the result of a communication line failure, Transporter shall notify Shipper ~~in writing~~ that the communication line is inoperative and Shipper shall take the necessary measures to ensure the communication line is reactivated and operational within a thirty (30) day correction period identified by Transporter in its ~~written~~ notification. The grant of the thirty (30) day correction period does not affect the Shipper's requirement to comply with an OFO. During the period from the date when the communication line became inoperative to the end of the thirty (30) day correction period specified in Transporter's ~~written~~ notification to Shipper, Shipper shall continue to be responsible for making transportation Nominations in accordance with Transporter's Nomination procedures, managing the Imbalance of gas, and otherwise complying with its Service Agreement and the Gas tariff.

Shipper will be charged Trip Charges and other related charges that may be applicable as provided under the Schedule of Charges for Rendering Service for each site trip by Transporter relating to a communication line failure, unless otherwise agreed in writing by Transporter. Consumption during the period of the communication line failure will be prorated on a daily basis. If the communication line is not made operative within the period designated in Transporter's ~~written~~ notification, then Transporter shall treat all Gas delivered subsequent to the thirty (30) day correction period specified in Transporter's ~~written~~ notification as sales Gas subject to the Interruptible TI Sales Charge for Interruptible Transportation Service, and to the Interruptible TFS or TFL Sales Charge for Firm Transportation Service, in addition to all other applicable charges under the Gas tariff. Such treatment shall end on the date Customer's communication line is operative. For the time period Shipper is on the Interruptible TI Sales Charge or the Interruptible TFL or TFS Sales Charge, Transporter will not accept transportation Nominations for the affected Receiving Party.

AGENTS

A Receiving Party or Shipper may enter into an Agency Agreement by which a designated Agent will manage Gas Transportation Service on behalf of and for the benefit of the Receiving Party and/or Shipper, consistent with the requirements of these Gas Transportation Terms and Conditions and the Agency Agreement.

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AGENTS - Cont'd

Receiving Party Contact List

~~As requested by Transporter, Each~~ party holding a Service Agreement is required to maintain with ~~shall provide~~ Transporter ~~an~~ current updated list identifying ~~the all~~ current contact person(s), telephone number(s), email address(es), and mailing address(es) for that party and for each Receiving Party for whom the holder of the Service Agreement is an Agent under that Service Agreement. In addition, each party holding a Service Agreement is required to confirm and/or update such information within thirty (30) calendar days of any such request by Transporter. This list ~~shall~~ allows Transporter to provide periodic notices to and facilitate direct communications by Transporter with Shippers and Receiving Parties as needed.

Failure to Act

Should the Agent fail to act and/or ~~meet~~ fulfill the ~~rights and~~ obligations of the Shipper and/or Receiving Party under the Service Agreement as required by the Agency Agreement, these Gas Transportation Terms and Conditions or other provisions of the Gas tariff, the Shipper and/or Receiving Party, as applicable, shall remain responsible for all their ~~rights and~~ obligations under the Service Agreement, these Gas Transportation Terms and Conditions, and other Gas tariff obligations or agreements with Transporter.

Transporter Right to Revoke Agency Agreement

An Agency Agreement may be revoked by Transporter in the event of Agent's suspension or termination for cause as set forth in these Gas Transportation Terms and Conditions.

Survival

All obligations of Shipper and Receiving Party to Transporter with respect to Gas Transportation Service provided by Transporter under an ongoing Service Agreement shall survive suspension, termination or revocation of a related Agency Agreement.

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GAS TRANSPORTATION TERMS AND CONDITIONS

TRANSPORTATION OPERATING CONDITIONS INCLUDING PRESSURE

Transporter shall only be responsible for the maintenance and operation of its System and shall not be responsible for the maintenance and operation of any other third party-owned equipment, properties, or facilities that are connected to Transporter's System.

Pressure at Receipt Point(s)

Shipper shall tender or cause Gas to be tendered to Transporter at the Receipt Point(s) at a pressure sufficient to allow the Gas to enter Transporter's System. Transporter may, at its election, publish segment or point MAOP on the EBB.

Pressure at Delivery Point(s)

Unless otherwise agreed in writing, Transporter shall cause the Gas to be delivered at each Delivery Point(s) at such pressure as may prevail from time to time in Transporter's System. If mutually agreed in writing, Transporter may, but is not required to, commit to a minimum and/or maximum delivery pressure.

Hourly Receipt and Delivery Quantities

Shipper shall cause Gas to be tendered to Transporter by the Interconnecting Party(ies) at the Receipt Point(s) and Delivery Point(s) at a constant hourly rate throughout the day equal to a flow rate of 1/24 of the daily Scheduled Quantity. If Gas flows is tendered to ~~Transporter at the Receipt Point(s) by the Interconnecting Party(ies)~~ at an inconsistent, variable rate and Transporter's operations are negatively affected, Transporter shall have the authority to restrict Shipper's receipt or delivery quantities and/or to adjust and/or restrict the Confirmed and Scheduled Delivery Quantities at the Delivery Point for the Shipper's account to a daily amount equal to the rate of gas tendered at the Receipt Point(s) by the Interconnecting Party.

Upon request of Transporter, Shipper may be required to provide estimates of hourly, daily, Monthly and annual quantities of Gas to be transported, including peak hour and peak day expected requirements.

For all customers that take new service or renew existing service on Schedule TFL - Firm Gas Transportation Service - Large on or after November 1, 2022, the gas shall be tendered to the Transporter by the Interconnecting Party(ies) at the Receipt Point(s) and delivered to the Shipper and/or Receiving Party(ies) at the Delivery Point(s) at a maximum hourly flow rate equal to 1/24 of the Shipper and/or Receiving Party(ies) maximum daily quantity (MDQ).

The Transporter may evaluate Shipper's MDQ and maximum hourly usage at any time. If, upon evaluation, Shipper's maximum hourly flow rate exceeds 1/24 of the Shipper and/or Receiving Party(ies) MDQ at the Delivery Point(s), Transporter shall determine if capacity is available to accommodate a larger maximum hourly flow rate and associated MDQ.

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TRANSPORTATION OPERATING CONDITIONS INCLUDING PRESSURE - Cont'd

Hourly Receipt and Delivery Quantities - Cont'd

In addition, Transporter, in its sole discretion, may require Shipper to fund system reinforcements subject to the Distribution Extension policy and/or flow control equipment to address the capacity constraint issues. Transporter retains the right to exercise other available remedies. During a reinforcement construction period, Transporter is not required to provide firm service to the Shipper and/or Receiving Party(ies) and the Shipper may elect to transfer to Interruptible Transportation Service and/or place a portion of their load on the On Peak Demand Quantity Option, if available.

Open Season

At its election, Transporter may undertake construction activities to expand its System. Transporter may, but is not required to, hold an Open Season to support such System expansion. If Transporter elects to hold an Open Season, Transporter will solicit bids (binding or non-binding). Bids accepted under an Open Season must adhere to Transporter's minimum bid criteria, which will be provided during the Open Season process. Bids will be awarded to a bidder who offers the highest economic value and who has established sufficient creditworthiness.

GAS QUALITY FOR GAS TRANSPORTATION SERVICE

Prior Approval of Gas Quality Facilities

Transporter may request to approve the design and construction of any facilities to be installed by any party, in order to comply with the Gas quality specifications in the Natural Gas Standards section of the Rules and Regulations Applicable to All Natural Gas Services portion of the Gas tariff, prior to such facilities being placed into service. Such approvals shall not be unreasonably withheld.

Gas Quality Testing

Tests to confirm pipeline quality Gas and to determine the heating value, specific gravity, sulfur, hydrogen sulfide, oxygen, carbon dioxide, water, nitrogen and the content of other constituents in the Gas shall be made using standard and reasonable methods in general use in the Gas pipeline industry.

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GAS TRANSPORTATION TERMS AND CONDITIONS

GAS QUALITY FOR GAS TRANSPORTATION SERVICE - Cont'd

Processing and Blending

Transporter may, at its reasonable judgment, extract or permit extraction of moisture, inerts, natural gasoline, butane, propane or other hydrocarbons (excluding methane) from said Natural Gas and may retain any substance extracted from it. Transporter, in order to conserve and utilize other available gases, may blend such gases with said Natural Gas. Transporter may subject or permit the subjection of said Natural Gas to compression, liquids removal, dehydration, air blending or other process to such an extent as may be required in its transportation from the Interconnecting Party(ies) to the Delivery Point. Transporter may, at its reasonable discretion, require that some or all of the Gas transported be processed to remove liquid and liquefiable hydrocarbons prior to tender to Transporter at the Receipt Point(s) or may require evidence that satisfactory arrangements have been made for the removal of liquid and liquefiable hydrocarbons at a separation and dehydration and/or processing facility on Transporter's System. In the event of separation, dehydration and processing, Transporter and the Shipper shall determine a mutually agreeable charge for the transportation of liquefiable hydrocarbons. Transporter may, at its election, accept Gas that contains liquids and liquefiable hydrocarbons if such Gas can be blended to meet Transporter's operational requirements.

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GAS TRANSPORTATION TERMS AND CONDITIONS

NOMINATION AND CONFIRMATIONS - Cont'd

Shipper shall make all necessary arrangements with Interconnect Operators and other parties to allow gas receipt into Transporter's System and gas delivery from Transporter's System. Such arrangements shall be compatible with Transporter's System operations.

Nominations and Priority of Service

- a) All nominating Shippers and parties, and confirming Shippers and parties, are responsible for maintaining electronic equipment sufficient to communicate with the nomination and scheduling business processes contained on Transporter's EBB to nominate and schedule Transportation Service and to make other transactions as needed.
- b) Shipper shall nominate to Transporter daily quantity requirements requested to be transported through Transporter's System. These Nominations shall be in accordance with Transporter's nomination and scheduling business processes and procedures on Transporter's EBB, and shall include identification of quantities tendered from the Receipt Point(s) to Transporter by the Interconnecting Party that are requested for delivery to each Operational Area under the Service Agreement.
- c) Daily Nominations will be accepted, confirmed, and scheduled in the following order:
  - ~~1) Firm Transportation Service at Primary Receipt Point(s).~~
  - ~~2) Firm Transportation Service at Secondary Receipt Point(s).~~
  - ~~3) Backup Sales Service and On Peak Demand Quantity.~~
  - ~~4) Interruptible Transportation Service at Category One Receipt Points.~~
  - ~~5) Interruptible Transportation Service at Category Two Receipt Points.~~
  - ~~6) Imbalance Resolution Gas for the current Month.~~
  - 1.) Firm Transportation from Primary Receipt Point(s) to Primary Delivery Point(s)
  - 2.) Firm Transportation from Secondary Receipt Point(s) to Primary Delivery Point(s)
  - 3.) Firm Transportation from Primary Receipt Point(s) to Secondary Delivery Point(s)
  - 4.) Firm Transportation from Secondary Receipt Point(s) to Secondary Delivery Point(s)
  - 5.) Backup Sales Service and On Peak Demand Quantity
  - 6.) Interruptible Transportation Service
  - 7.) Imbalance Resolution Gas for the current Month

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GAS TRANSPORTATION TERMS AND CONDITIONS

NOMINATION AND CONFIRMATIONS - Cont'd

Nominations and Priority of Service - Cont'd

- d) Nominations are subject to approval of Transporter within the nomination and scheduling business processes of Transporter's EBB.
- e) Nominations for Firm Transportation Service at Secondary Receipt Point(s) shall be made in accordance with the nomination and scheduling business processes on Transporter's EBB. Secondary Point use for Firm Transportation Service is considered available on a best efforts basis but, once confirmed, shall be transported as firm. In no event shall Shipper be entitled to more Firm Transportation Service than is provided for under the Service Agreement.
- f) All nominated receipt quantities will be expressed in Dekatherms per day, and shall include FL&U.
- g) Shipper will designate in writing their authorized personnel and alternates and their respective contact information to make and accept Nominations, and will notify Transporter in writing of any future changes of such designation. Shipper shall also provide to Transporter the contact name, email address, and telephone number for each Receiving Party listed in the Service Agreement.
- h) Transporter is not responsible for ensuring that the nominated quantities are actually tendered at the Receipt Point(s).
- i) Nominations will be accepted by Transporter by means of Transporter's EBB. In the event that the Nominations business model accessed through the EBB is unavailable for use in the Nominations procedures, the Nominations will be tendered in a separate writing to Transporter.

Nominations and Scheduling Procedures of Receipts and Deliveries

- a) All Nominations and confirmations are for daily quantities.
- b) Except as provided below for certain Nominations, Transporter will support the NAESB WGQ Standard 1.3.2 nomination cycles. Such nomination, confirmation, and scheduling timeline governs the first Gas Day of the Month activity.
- c) All Shipper Nominations requiring Transporter to coordinate across multiple pipelines shall be submitted in accordance with NAESB WGQ Standard 1.3.2. deadlines as may be modified or superseded.

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~~NOMINATION AND CONFIRMATIONS — Cont'd~~

~~Nominations and Scheduling Procedures of Receipts and Deliveries~~

- ~~a) All Nominations and confirmations are for daily quantities.~~
- ~~b) Except as provided below for certain Nominations, Transporter will support the NAESB WGQ Standard 1.3.2 nomination cycles. Such nomination, confirmation, and scheduling timeline governs the first Gas Day of the Month activity.~~
- ~~c) All Shipper Nominations requiring Transporter to coordinate across multiple pipelines shall be submitted in accordance with NAESB WGQ Standard 1.3.2. deadlines as may be modified or superseded.~~

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GAS TRANSPORTATION TERMS AND CONDITIONS

NOMINATION AND CONFIRMATIONS - Cont'd

Nomination and Confirmation Deadlines

**Cycle**

Timely (Day Ahead):	MCT	CCT
Nomination Deadline	12:00 PM	1:00 PM
Confirmation		
Deadline	3:30 PM	4:30 PM
Scheduled Quantities	4:00 PM	5:00 PM
	8:00 AM	9:00 AM
Start of Gas Flow	next day	next day
Evening (Day Ahead):		
Nomination Deadline	5:00 PM	6:00 PM
Confirmation		
Deadline	7:30 PM	8:30 PM
Scheduled Quantities	8:00 PM	9:00 PM
	8:00 AM	9:00 AM
Start of Gas Flow	next day	next day
Intraday 1 (ID1):		
Nomination Deadline	9:00 AM	10:00 AM
Confirmation		
Deadline	11:30 <del>PM</del> AM	12:30 PM
Scheduled Quantities	12:00 PM	1:00 PM
Start of Gas Flow	1:00 PM	2:00 PM
Intraday 2:		
Nomination Deadline	1:30 PM	2:30 PM
Confirmation		
Deadline	4:00 PM	5:00 PM
Scheduled Quantities	4:30 PM	5:30 PM
Start of Gas Flow	5:00 PM	6:00 PM
Intraday 3:		
Nomination Deadline	6:00 PM	7:00 PM
Confirmation		
Deadline	8:30 PM	9:30 PM
Scheduled Quantities	9:00 PM	10:00 PM
Start of Gas Flow	9:00 PM	10:00 PM

In the event of an occurrence that prevents Transporter from utilizing the process set forth above (e.g., computer or system failure), for the duration of such occurrence, Transporter shall schedule the lesser of the last new nomination received and confirmed or the most recent previously scheduled quantities. Notice of the commencement and termination of any such occurrence shall be posted on Transporter's EBB.

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NOMINATION AND CONFIRMATIONS - Cont'd

Capacity Allocation Procedure

If, on any Gas Day, Transporter determines that the capacity of its System, or any portion of such System, is insufficient to serve all requests for transportation for that nomination cycle, then Transporter will schedule transportation in accordance with the following sequencing procedures until all available capacity at the constrained location is allocated.

All firm requirements (including On-Peak Demand Quantity under the Interruptible Transportation Service) shall be served first. Point rights for fFirm requirements~~Gas Transportation Service~~ will be allocated and scheduled in the following order:

- ~~1) Primary Receipt Points.~~
- ~~2) Primary Delivery Points.~~
- ~~3) Secondary Receipt Points.~~
- ~~4) Secondary Delivery Points.~~
- 1) Primary Receipt to Primary Delivery
- 2) Secondary Receipt to Primary Delivery
- 3) Primary Receipt to Secondary Delivery
- 4) Secondary Receipt to Secondary Delivery

After allocation of firm requirements, Point rights will be allocated and scheduled in the following order:

- 1) Interruptible Capacity;
- 2) Imbalance Resolution Gas.

If Transporter determines that its available capacity is reduced due to Force Majeure or required maintenance, Transporter shall allocate all available capacity as follows: Firm Gas Transportation Services shall use MDQ for pro-rata allocations and, if there is available capacity remaining, then Interruptible Gas Transportation Services shall use Confirmed Quantities for pro-rata allocations.

Determination of Quantities Transported and Related Allocations at Points

Quantity determinations shall be done in accordance with OBAs, where applicable, at an Interconnect, and in accordance with these Transportation Terms and Conditions, and quantities will be apportioned in Gas Day increments. Subject to a bona fide dispute in writing, Shipper agrees to accept the accounting by Transporter of daily quantities of Shipper's Gas received by Transporter.

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NOMINATION AND CONFIRMATIONS - Cont'd

Determination of Quantities Transported and Related Allocations at Points - Cont'd

Unless otherwise agreed in writing, including through an OBA, allocation to the Shipper's account of the total Gas quantities at the Receipt Point(s), after reduction for FL&U, will be based on the lower of (a) Nominations to Transporter; (b) confirmed Nominations; or (c) identified allocated quantities by Shipper provided by the Interconnecting Party.

For each Gas Day where Transporter receives gas and/or delivers gas to multiple Shippers at a Receipt and/or Delivery Point and where the total quantities received and/or delivered exceed or fall short of the sum of all affected Shippers' Scheduled Quantities for such Gas Day, Shippers whose quantities are comingled at such Delivery or Receipt Point(s), where the point is not subject to an OBA, have the obligation to accept the pre-determined allocation method in effect for each allocation period for which the Shipper has scheduled deliveries and/or receipts. Transporter shall allocate quantities in accordance with OBAs with the operator of the Receipt Point(s) or Delivery Point(s) to the extent the OBAs are in effect at such points.

Imbalance determinations will be made in accordance with these Gas Transportation Terms and Conditions.

Capacity Interruption and Priority of Service

Transporter shall have the right to interrupt or to decline to schedule the transportation of Gas for Shipper, when necessary, in Transporter's sole discretion, due to lack of capacity, or to test, alter, modify, enlarge, or repair any facility or property comprising a part of its System, ~~or~~ otherwise related to the operation thereof, or as emergency circumstances may warrant. Unless conditions otherwise warrant, Firm Gas Transportation Service shall have priority over Interruptible Gas Transportation Service. However, if Transporter determines that its available capacity is reduced due to Force Majeure, Firm Gas Transportation Services shall use MDQ for *pro rata* allocations. Nothing in this section shall limit Transporter's right to interrupt service as necessary in order to ensure System integrity or to reflect the operational characteristics of Transporter's System.

Except in cases of emergency, Transporter shall endeavor to give advance notice to Shipper of its intention to interrupt the transportation of Gas, or to limit the quantity of Gas that may be scheduled, stating in the Notice on the Transporter's EBB or as otherwise provided to Shipper the anticipated timing and magnitude of such Capacity Interruption or capacity restriction. Except as set forth above, Transporter shall have no other responsibilities to Shipper for any such Capacity Interruption or capacity restriction.

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NOMINATION AND CONFIRMATIONS - Cont'd

Capacity Interruption and Priority of Service - Cont'd

The Capacity Interruption or capacity restriction of gas deliveries in whole or in part under this tariff shall not be the basis for claims for damages sustained by Shipper or Receiving Party and Transporter shall have no liability for any losses or damages whatsoever occasioned by Shipper as a result thereof.

In the event capacity use at a point(s) or at a mainline segment must be interrupted or curtailed, all requirements at that point(s) or through that segment shall be interrupted in the following order:

- ~~1) Interruptible Transportation Service and related service options (lowest to highest rate).~~
- ~~2) Imbalance Resolution Gas.~~
- ~~3) Firm Transportation Service and related service options (lowest to highest rate).~~
- 1) Imbalance Resolution Gas
- 2) Interruptible
- 3) Firm Transportation Service

Among customers taking Firm Transportation Service and among customers taking Interruptible Transportation Service, it is within Transporter's reasonable discretion to prioritize curtailments.

Confirmation

All confirmation information will be provided to the Shipper. With respect to the Timely Nomination and confirmation process at a Receipt or Delivery Point, in the absence of agreement to the contrary, the lesser of the nominated or confirmed quantities will be the Confirmed Quantity. If there is no response to a request for confirmation or an unsolicited confirmation response, the lesser of the Confirmed Quantity or the Scheduled Quantity for the Timely Nomination Cycle (Cycle 1) of the previous Gas Day will be the Confirmed Quantity. Firm Intraday Nominations are entitled to bump scheduled Interruptible service only during Evening, Intraday 1 and Intraday 2 Nomination Cycles.

With respect to the processing of requests for increases during the Intraday Nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities will be the new Confirmed Quantity. If there is no response to a request for confirmation or an unsolicited confirmation response, the Scheduled Quantity for the previous Intraday Nomination Cycle will be the new Confirmed Quantity.

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GAS TRANSPORTATION TERMS AND CONDITIONS

OPERATIONAL BALANCING AGREEMENTS (OBAS)

Transporter will make reasonable efforts to operate its System in a manner that will discourage and limit any instances in which the actions of one (1) or more Shippers result in degraded service or adverse operational conditions for other Shippers (e.g. excess or deficient tenders of Gas at Receipt Points, excess or deficient usage of Gas at Delivery Points or similarly disruptive imbalances for Gas that is nominated, confirmed, scheduled and transported for Shipper's account(s)). Transporter will attempt to mitigate adverse operating conditions by entering into an OBA at one (1) or more Interconnects with mutually agreeable third-parties that will aggregate the receipt or delivery quantities for two or more Shippers. Such OBAs shall specify the custody transfer procedures to be followed at the Interconnect by Transporter and the OBA party.

Transporter shall have the option, but shall have no obligation, to enter into an OBA with any party that (a) does not have a twenty-four (24) hour per day, seven (7) day a week gas control center; (b) does not have electronic gas measurement providing real-time information about the interconnection activity; (c) requires additional flow control; and/or (d) does not commit to timely and final determination of Imbalance activity.

Transporter shall maintain records of quantities and amounts paid or received pursuant to the OBAs in effect for Transporter's System. Such records shall be available for review by the OBA party and/or by impacted Shippers.

IMBALANCE MANAGEMENT

At no time shall Transporter be required to receive quantities at the Receipt Point(s) for Shipper's account in excess of the quantities Shipper will accept at the Delivery Point(s) on a concurrent basis. At no time shall Transporter be required to deliver quantities at the Delivery Point(s) for Shipper's account in excess of the quantities Shipper causes to be received by Transporter at the Receipt Point(s) on a concurrent basis, less adjustments for FL&U and Backup Sales Service gas to be provided to Shipper. If Shipper fails to modify Nominations as directed by Transporter to reduce an operational Imbalance, Transporter may, among other remedies, suspend or terminate service.

Transporter offers two (2) daily Imbalance Management options: Transporter Balancing and Shipper Daily Balancing. A Service Agreement may only specify one (1) of these options. Unless otherwise selected, a Shipper will be subject to the Transporter Balancing Option. The availability of Shipper Daily Balancing shall be subject to Transporter approval and mutual designation in the applicable Service Agreement. Availability may further depend on the terms of the agreement between

Shipper and Transporter. Shipper shall specify in the Nomination when Shipper is nominating gas for the purpose of reducing an operational Imbalance.

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IMBALANCE MANAGEMENT - Cont'd

A Shipper must remain under the selected option for a minimum of one (1) Month, and may only switch to another option effective at the beginning of the first Gas Day of a Month. Each option is subject to Transporter's Monthly Imbalance Cashout requirements, as set forth in these Gas Transportation Terms and Conditions.

Transporter may enter into separate Imbalance management agreements with Shippers that take into consideration special unique circumstances.

Transporter Balancing Option

Shippers selecting the Transporter Balancing Option are not required to balance their load on a daily basis and all Shipper's Gas volumes transported by the Company are subject to the Gas Cost Adjustment Transportation charge in accordance with the applicable rate schedule.

Shipper Daily Balancing Option

Shippers selecting the Shipper Daily Balancing Option are required to match physical quantities of Shipper's Gas with the Scheduled Quantities at the Receipt Point(s), after adjusting for fuel reimbursement, and Delivery Point(s) on a daily basis. In accordance with the applicable rate schedule, and in addition to all other applicable charges, Shippers are subject to a Daily Imbalance Charge if the actual daily gas volume used deviates from the daily Nominations by more than five (5) percent. The daily imbalance percentage will be calculated by dividing the daily variance by the amount of gas ~~scheduled~~delivered. Any disputes regarding the accuracy of the daily Imbalance quantity shall not be sufficient reason for delaying correction of the Imbalance or withholding payment of the Daily Imbalance Charge.

In order to reduce cumulative Imbalance quantities incurred within the current Month, Shipper may nominate daily Imbalance Resolution Gas (makeup or payback) on an interruptible basis as part of the Nomination procedures. Transporter shall not be obligated on any Gas Day to receive or deliver such Imbalance Resolution Gas, which will have the lowest scheduling priority of service.

Shippers selecting the Daily Balancing Option are not subject to the Gas Cost Adjustment Transportation charge, but are subject to the Daily Imbalance Charge.

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IMBALANCE MANAGEMENT - Cont'd

Monthly Imbalances and Monthly Cashout

Shipper shall make every effort to manage daily receipts of Shipper's Gas and deliveries to the Receiving Party(s) so that the Imbalance(s) at the end of each Month, including any Imbalance(s) carried forward from the previous Month, are as close to zero as practicable. Determination of such Imbalance(s) will be made after adjusting for Fuel Reimbursement. Unless another means of resolution of the remaining end-of-Month cumulative daily Imbalance quantities has been agreed in writing, all remaining end-of-Month cumulative daily Imbalance quantities shall be subject to the following Monthly Cashout procedures.

~~Effective March 1, 2020 through March 31, 2020: If at the end of March 2020 the cumulative Imbalance is in excess of twenty percent (20%)(inclusive of any amounts carried over from prior Months), except to the extent such excess was caused by a Measurement Error, then the Imbalance will be cashed out effective on March 31, 2020 to zero percent (0%) when the Shipper is billed by the Company for March 2020. Shippers exceeding the twenty percent (20%) Imbalance threshold are prohibited from decreasing the amount of the Imbalance by trading Imbalances or nominating Imbalance Resolution Gas during April 2020. Shippers having Imbalances of twenty percent (20%) or less at the end of March 2020 shall endeavor to bring such Imbalance to zero percent (0%) of actual usage within April 2020. Any Imbalance remaining from March 2020 shall be carried forward into April 2020. As of April 1, 2020, the provisions "Effective beginning April 1, 2020" apply, including the requirement that the cumulative Imbalance as of April 30, 2020 be five percent (5%) or less to avoid Monthly Cashout to zero percent (0%). If a Monthly Cashout is required pursuant to these provisions, then Shipper shall be subject to the Monthly Cashout provisions below. The Company may enter into separate Imbalance Agreement(s) with Shipper that take into consideration special unique circumstances.~~

~~Effective beginning April 1, 2020: If at the end of any Month the cumulative Imbalance is in excess of five percent (5%)(inclusive of any amounts carried over from prior Months), except to the extent such excess was caused by a Measurement Error, then the Imbalance will be cashed out effective on the last day of such Month to zero percent (0%) when the Shipper is billed by the Company for the Month in which such Imbalance occurred. Shippers exceeding the five percent (5%) Imbalance threshold are prohibited from decreasing the amount of the Imbalance by~~

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IMBALANCE MANAGEMENT - Cont'd

Monthly Imbalances and Monthly Cashout - Cont'd

trading Imbalances or nominating Imbalance Resolution Gas during the succeeding Month. Shippers having Imbalances which are five percent (5%) or less at the end of any Month shall endeavor to bring such Imbalance to zero percent (0%) of actual usage within the subsequent billing period. Any Imbalance remaining at the end of a Month that has not been cashed out shall be carried forward into the following Month. If a Monthly Cashout is required pursuant to these provisions, then Shipper shall be subject to the Monthly Cashout provisions below. Company may enter into separate Imbalance Agreement(s) with Shipper that take into consideration special unique circumstances.

Monthly Cashout of Over- and Under- Deliveries of Shipper's Gas Supplies. In the event of Imbalances ~~less than or greater than twenty percent (20%) at the end of March 2020, or less than or~~ greater than five percent (5%) at the end of any Month ~~thereafter~~, then Company will correct the Imbalance to zero percent (0%) by purchasing from or selling to the Shipper, as applicable, the amount of gas necessary to bring the Imbalance to zero percent (0%). These purchases and sales shall be made at the rates below:

Monthly Cashout Price	
Under-delivery - SHORT	125% of Index Price One plus CIG TI Transportation Rate
Over-delivery - LONG	75% of Index Price Two

These purchases or sales will be applied as a credit or debit, as applicable, on the Shipper's succeeding monthly statement. Notwithstanding the Monthly Cashout provisions contained in this "Monthly Imbalances and Monthly Cashout" section of the tariff, these sales or purchases shall not be required to be made by the Company if the Imbalance quantities aggregated for each Operational Area under the Service Agreement(s) held by Shipper, or controlled by Shipper through an Agency Agreement, as permitted by this tariff, are five (5) Dth or less. An Imbalance created by a Prior Period Adjustment shall be cashed out immediately pursuant to the section entitled Imbalance Due to Prior Period Adjustment. As part of the Monthly billing and invoice process, an Imbalance Report will be included in the Shipper portal of Transporter's EBB.

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OPERATIONAL FLOW ORDER (OFO)

Transporter shall have the right to issue OFOs that require Shipper action to alleviate conditions that threaten or could threaten the safe operation or integrity of Transporter's System or to maintain operations required to provide efficient and reliable firm gas service. In addition, Transporter may call an OFO at any time during the Gas Day, if the OFO is directed at a Shipper or limited number of Shippers within an Operational Area.

In the event a condition is developing that may require the implementation of an OFO, or circumstances are present that significantly increase the likelihood that such conditions will develop, Transporter will undertake reasonable efforts to post an advance advisory on its EBB of the developing condition or circumstances to provide Shippers with time and opportunity to take steps to help address the condition. Transporter will post notice of such OFO on its EBB as soon as possible during the Gas Day once it has made the decision to call the OFO.

Notice of an OFO shall specify the OFO Tolerance Level of over- or under-deliveries for an Operational Area under the Service Agreement(s) held or controlled by Shipper that is permitted for the Gas Day under the OFO, as well as any charge that will be imposed for non-compliance, up to the Unauthorized Overrun Penalty Maximum Rate. Transporter may establish any such charges at a different level according to the severity of circumstances for which the specific OFO was issued; provided, however, that any such charge shall be applied to all affected Shippers. All OFO charges and OFO Tolerance Levels to be imposed during any OFO will be identified as conditions of the OFO when such notice is posted on the Transporter's EBB. Transporter may waive any OFO Unauthorized Overrun Penalty in writing if Transporter decides, in its own judgment, that the waiver of penalties is appropriate given the Shipper's actions and System conditions.

BILLING AND PAYMENT

Statements

Statements under the appropriate transportation service Rate Schedule shall be reported on a Dekatherm basis by Transporter to Shipper each Month.

Monthly Billing

Bills for transportation services provided shall be for a Monthly period beginning on the first Gas Day of each Month.

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GAS TRANSPORTATION TERMS AND CONDITIONS

BILLING AND PAYMENT - Cont'd

Payment and Late Payment Charge

Bills for Gas Transportation Service are due and payable within fourteen (14) Business Days from the date of the bill. If the customer fails to receive a bill, Transporter, upon request, will issue a duplicate. However, failure to receive a bill in no way exempts the customer from payment for service rendered.

Unless otherwise agreed in writing or unless otherwise waived by EBB posting, any amounts in excess of fifty dollars (\$50.00) not paid on or before ~~nine (9) Business Days after~~ the due date of the bill may be subject to a late payment charge of 1.5 percent per Month.

If Shipper gives notice to Transporter's office prior to the time payment is due that the correctness of the bill is disputed, stating reasons therefore, Transporter will investigate the dispute. However, such notice disputing the correctness of a bill shall not be sufficient reason for withholding payment. If the bill is found to be incorrect by Transporter, and in the event of an overpayment, Transporter will refund the amount of overpayment or credit the amount of overpayment to the next bill rendered.

Verification of Statements

Shipper and Transporter shall have the right to examine, for a period of two (2) years, books, records and charts of the other to the extent necessary to verify the accuracy of the statement, charge, or computation made under the provisions of this tariff.

Volume Adjustments

If, upon any test, the meter is found to be in excess of the error tolerance levels allowed under Commission Rule 4302, correction of the amount inaccurately determined shall be made pursuant to the provisions herein.

- a. If any meter so tested is found to be running fast, Transporter shall refund to the Shipper the excess charge for the period dating from the discovery of the meter error back to the previous meter test, with such period not to exceed twenty-four (24) Months.
- b. If any meter so tested is found to be running slow, Transporter may charge for the under-billed amount for the period dating from the discovery of the meter error back to the previous meter test, with such period not to exceed twenty-four (24) Months.

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GAS TRANSPORTATION TERMS AND CONDITIONS

BILLING AND PAYMENT - Cont'd

Billing Errors - Cont'd

Under this Billing Errors section:

- i. In the event of an over-billing, Shipper may elect to receive the refund as a credit to future billings or as a one-time payment. If the Shipper elects a one-time payment, Transporter shall make the refund within thirty (30) days. Such over-billings shall not be subject to interest.
- ii. In the event of under-billing, Shipper shall be eligible and may elect to enter into a payment arrangement on the under-billed amount. The payment arrangement shall be equal in length to the length of time during which the under-billing occurred, not to exceed six (6) months. Such under-billings shall not be subject to interest.
- iii. The time period limitations for collection of under-billed amounts shall not apply in the event of energy diversion or subterfuge.

SUSPENSION OR TERMINATION OF GAS TRANSPORTATION SERVICE

Apart from the conclusion of a specified term of Gas Transportation Service set forth in a Service Agreement, termination of Gas Transportation Service may be initiated as set forth in Transporter's Gas tariff, including these Gas Transportation Terms and Conditions, with charges billed to Shipper in accordance with Transporter's Gas tariff, including the applicable rate schedule. A Service Agreement termination shall not eliminate the Shipper's or Transporter's obligations to make payment for service activities prior to termination.

Termination of Service ~~Upon 30 Day Notice~~

Unless otherwise provided in these Gas Transportation Terms and Conditions, a rate schedule, or written agreement between Transporter and Shipper, Shipper or Transporter may cancel a Service Agreement effective the first of a future Month upon at least thirty (30) days' written notice, subject to any applicable termination charges or other applicable requirements.

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PUBLIC SERVICE COMPANY OF COLORADO

Sheet No. T50

P.O. Box 840  
Denver, CO 80201-0840

Cancels

Sheet No.

GAS TRANSPORTATION TERMS AND CONDITIONS

SUSPENSION OR TERMINATION OF GAS TRANSPORTATION SERVICE - Cont'd

Cause for Suspension, Termination, or Revocation

In any of the following circumstances constituting default by Shipper, and in addition to other remedies available to Transporter under the Gas tariff, Transporter may discontinue Gas Transportation Service by suspending service under Shipper's Service Agreement, by revoking Shipper's authority to act as Agent on behalf of other Shippers or Receiving Parties, or by terminating Shipper's Service Agreement:

- a) Shipper failed to remit to Transporter full and timely payment for ~~services~~ invoiced by Transporter;
- b) Shipper has failed to provide Transporter sufficient quantities of Shipper's Gas to meet the daily load requirements under the Service Agreement, constituting a Default Imbalance, and Shipper further has failed to take the necessary steps to remedy such Default Imbalance as required in writing by Transporter;
- c) Shipper has failed to provide or maintain sufficient security for Gas Transportation Service as required by Transporter within thirty (30) calendar days of a request by Transporter;
- d) Transporter provides notice of expenditures for new or additional expenditures necessary to provide Shipper with Gas Transportation Service, and Shipper does not approve, or expressly declines, said expenditures within sixty (60) days from the date of said notification;
- e) Shipper fails to modify nominations as directed by Transporter to reduce an operational Imbalance;
- f) Shipper has created safety or operational concerns;
- g) Shipper has failed to comply with Transporter's order directing the Shipper to a Primary Receipt Point;
- h) Shipper has caused Gas to be tendered to the Transporter by the Interconnecting Party(ies) at Receipt Point(s) or Delivery Points(s) at an hourly flow rate exceeding 1/24 of the daily Scheduled Quantity; or
- i) ~~or~~
- ~~f)~~ Shipper, otherwise, has failed to conform to the material requirements of Transporter's Gas tariff.

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PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840  
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GAS TRANSPORTATION TERMS AND CONDITIONS

SUSPENSION OR TERMINATION OF GAS TRANSPORTATION SERVICE - Cont'd

Cause for Suspension, Termination, or Revocation - Cont'd

Before any such suspension of service, revocation of agency, or termination of Service Agreement, Transporter shall provide at least two (2) Business Days' written notice to Shipper and/or Agent of the circumstances constituting default by Shipper and of Transporter's intention to suspend service, revoke agency, or terminate the Service Agreement in the event such default is not remedied within the period specified by Transporter therein. In the event the default is not remedied within the period specified by Transporter in its notice to Shipper, such suspension of service, revocation of agency or termination of Service Agreement shall become effective upon the date set forth in Transporter's notice, but in no event less than two (2) Business Days following Transporter's notice provided in accordance with the Notice section of these Gas Transportation Terms and Conditions.

Effect of Agency Agreement on Termination, Suspension, Revocation

In the event a suspension or termination of service or revocation of agency involves a Service Agreement in which the defaulting Shipper was authorized as Agent for one (1) or more Receiving Party(ies), then Transporter shall notify each Receiving Party(ies) of such suspension, revocation, or termination at least two (2) Business Days before the effective date thereof. If such suspension or termination of service is as a result of Shipper's failure to make payment, Receiving Party shall not be entitled to continued service, regardless of whether Receiving Party has made payment to Shipper, until Transporter receives full and complete payment. Agent, Shipper and Receiving Party shall be jointly and severally liable for all payments due and owing Transporter for all services provided.

Subject to the foregoing and provided the Receiving Party continues to make timely payments, said Receiving Parties shall be entitled to continue receiving Gas Transportation Service under the suspended or terminated Service Agreement under the Transporter Balancing Option and to purchase Imbalance gas supplies provided by Transporter for an interim period of up to three (3) full consecutive calendar months following such suspension, revocation or termination, pending Receiving Party obtaining alternative gas supply arrangements.

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GAS TRANSPORTATION TERMS AND CONDITIONS

SUSPENSION OR TERMINATION OF GAS TRANSPORTATION SERVICE - Cont'd

Effect of Agency Agreement on Termination, Suspension, Revocation Cont'd  
During such interim period, Transporter shall not interrupt firm Gas Transportation Service to the Receiving Party or assess penalties for gas use during an OFO or other system emergency, provided that Transporter has adequate resources to provide such continued service during such periods. Transporter shall invoice said Receiving Parties directly for such interim gas transportation service and associated Imbalance gas supplies. The Imbalance gas supplies sold to Receiving Parties during such interim period shall be at a price equal to Index Price One plus the CIG TI Transportation Rate.

Balancing Upon Termination of Service Agreement

Unless otherwise agreed in writing, upon termination of the Service Agreement at any time during a Month, Shipper and Transporter shall be responsible for reconciling all applicable outstanding Imbalances and associated charges.

In the event the Service Agreement between Shipper and Transporter is suspended or terminated during the term of the applicable Agency Agreement, any Imbalance incurred by Shipper that remains outstanding and is not resolved by Shipper in accordance with Transporter's Gas tariff shall be allocated on a *pro rata* basis to all Receiving Parties for which Agent was authorized to aggregate Imbalances, based upon the total usage quantities of such Receiving Parties during the period in which such Imbalance occurs. In the event any invoiced amounts due by Shipper for charges, cashouts, or penalties incurred as a result of Shipper's responsibilities hereunder remain unpaid, such outstanding charges and penalties shall be allocated to the Receiving Parties on the same *pro rata* basis.

Return to Service

Upon satisfaction of any Imbalance quantities and/or applicable charges due to termination, revocation, or suspension of service, any Receiving Party may transfer to a new Service Agreement or transfer to an existing Service Agreement, in accordance with Transporter's requirements, by submitting a completed Request for Service and Agency Agreement, if applicable. A Receiving Party desiring to return to Transporter's applicable sales service may transfer to such service, if available and allowed under Transporter's Gas tariff, upon the first day of the Month following Transporter's receipt of a written request from customer.

If neither a request for transportation nor sales service has been received by Transporter within four (4) Business Days prior to the end of the third full calendar Month following a suspension, revocation, or termination, service will automatically be converted to applicable sales service effective the first day of the Month following the third full calendar Month of interim service.

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PUBLIC SERVICE COMPANY OF COLORADO

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GAS TRANSPORTATION TERMS AND CONDITIONS

SYSTEM OPERATION

Transporter may take such action as reasonably necessary to prevent damage to or material deterioration of its System and to maintain the operational integrity of the System.

NOTICES

Except as otherwise provided, any notice required by these Gas Transportation Terms and Conditions, the applicable transportation rate schedule and/or in the Service Agreement, or any notice that either party may desire to give the other, shall be in writing and shall be considered as duly delivered or furnished when:

- a) In the case of notice by Shipper, Receiving Party or Agent to Transporter:
  - i) Mailed by U.S. Mail to the most recent address designated by Transporter in writing or as reflected on the Transporter's EBB; or
  - ii) As directed by Transporter on its EBB.
- b) In the case of notice by Transporter to Shipper, Receiving Party or Agent:
  - i) Posted to the EBB by Transporter; or
  - ii) Mailed by U.S. Mail to the most recent address or addresses provided to Transporter~~listed in the Request for Transportation Service, Request for Amendment to Service Agreement, or such other address as designated in writing;~~ or
  - iii) Mailed by electronic e-mail exchange to the most recent electronic e-mail address provided to Transporter~~listed in the Request for Transportation Service, Request for Amendment to Service Agreement, or such other e-mail address as designated in writing.~~

ADVICE LETTER  
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GAS TRANSPORTATION TERMS AND CONDITIONS

TRANSPORTATION AGREEMENTS

Form of Request for Gas Transportation Service

<b>Xcel Energy®</b> <b>PUBLIC SERVICE COMPANY</b>		For PSCo Use Only : Contract # : _____ New Meter Required : _____																
<b>FORM OF REQUEST FOR                  GASTRANSPORTATION SERVICE</b>																		
SHIPPER INFO	Date: _____ Shipper : * _____ Mailing & _____ Notice Address: _____ Notice Email: _____ Billing Address: _____ Billing Email: _____ Contact Name : _____ State of Incorporation: _____ Phone: _____ Email: _____																	
	<b>Emergency Contacts:</b> <span style="float: right;"><i>For gas flow and other communications. Three preferred.</i></span> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">During 1 _____</td> <td style="width: 50%;">Phone 1 _____</td> </tr> <tr> <td>Business Hours 2 _____</td> <td>2 _____</td> </tr> <tr> <td>3 _____</td> <td>3 _____</td> </tr> <tr> <td>After 1 _____</td> <td>1 _____</td> </tr> <tr> <td>Business Hours 2 _____</td> <td>2 _____</td> </tr> <tr> <td>3 _____</td> <td>3 _____</td> </tr> </table>			During 1 _____	Phone 1 _____	Business Hours 2 _____	2 _____	3 _____	3 _____	After 1 _____	1 _____	Business Hours 2 _____	2 _____	3 _____	3 _____			
	During 1 _____	Phone 1 _____																
	Business Hours 2 _____	2 _____																
	3 _____	3 _____																
	After 1 _____	1 _____																
	Business Hours 2 _____	2 _____																
	3 _____	3 _____																
	<i>*If Shipper is different from Receiving Party, then Shipper must include written authorization from Receiving Party to act on its behalf.</i>																	
	<b>Receiving Party: *</b> _____ Mailing Address: _____ Contact Name: _____ Phone: _____ Email: _____																	
<b>Receiving Party Customer Service:</b> Existing (Check Prior (and prior service type) or New): Prior (Contract#: _____) / New Facility <input type="checkbox"/> Firm Sales <input type="checkbox"/> Interruptible Tran. & On Peak Demand <input type="checkbox"/> Firm Transport <input type="checkbox"/> Int Transport <input type="checkbox"/> Interruptible Sales <input type="checkbox"/>																		
Requested Service (Check one): Interruptible Transport <input type="checkbox"/> Firm Transport <input type="checkbox"/> Interruptible Transportation & On Peak Demand <input type="checkbox"/>																		
<i>* Attach list showing the required information for each Receiving Party.</i>																		
If converting from sales to transport, Electronic Meter Installation form(s) provided by (check one): PSCo <input type="checkbox"/> Shipper <input type="checkbox"/> For daily balancing, Shipper selects (check one): Transporter Balancing Option <input type="checkbox"/> Shipper Daily Balancing Option <input type="checkbox"/>																		
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Receiving Party* & Facility Address																		
<i>*If more than two, attach list showing the above information for each.</i>																		

ADVICE LETTER  
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GAS TRANSPORTATION TERMS AND CONDITIONS

TRANSPORTATION AGREEMENTS - Cont'd

Form of Request for Gas Transportation Service

 <p><b>PUBLIC SERVICE COMPANY</b>  <b>FORM OF REQUEST FOR</b>  <b>GAS TRANSPORTATION SERVICE</b></p>														
SVC INFO	Requested Date of Service to Commence: _____ Requested Date of Service to Terminate: _____													
	<table border="1"> <thead> <tr> <th>Firm Transportation and On Peak Demand Option for Interruptible Transportation Service - Primary Receipt Point(s)</th> <th>Firm Receipt Point Daily Quantity (Dth)*</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr> <td colspan="2" style="text-align: right;">Total _____</td> </tr> </tbody> </table> <p><small>*Firm Receipt Point Quantity should not include FL&amp;U %, and Total Quantity cannot exceed MDQ.</small></p>	Firm Transportation and On Peak Demand Option for Interruptible Transportation Service - Primary Receipt Point(s)	Firm Receipt Point Daily Quantity (Dth)*											Total _____
Firm Transportation and On Peak Demand Option for Interruptible Transportation Service - Primary Receipt Point(s)	Firm Receipt Point Daily Quantity (Dth)*													
Total _____														
NOM AGENT	Nominating Agent: _____ Mailing Address: _____ Contact Name: _____ Phone: _____ Email: _____ Emergency Contacts During: Business Hours: _____ Phone: _____ After Hours: _____ Phone: _____													
	Billing Agent: _____ Mailing Address: _____ Contact Name: _____ Phone: _____ Email: _____													
APPROVAL	Submitted By (Signature):* _____ Printed Name: _____ Title: _____ Date: _____ *Must be signed by an authorized representative													
	<table border="1"> <thead> <tr> <th colspan="2">PSCo Use Only</th> </tr> </thead> <tbody> <tr> <td>                             Approved: _____                              Date: _____                              Name: _____                              Title: _____                              Transport Rep: _____                         </td> <td>                             Date: _____                              Agency Designation Received: _____                              Meter Request Completed: _____                              Imbalance transfer letter submitted with request (y/n) _____                              Credit/Security Required: _____                         </td> </tr> </tbody> </table>	PSCo Use Only		Approved: _____ Date: _____ Name: _____ Title: _____ Transport Rep: _____	Date: _____ Agency Designation Received: _____ Meter Request Completed: _____ Imbalance transfer letter submitted with request (y/n) _____ Credit/Security Required: _____									
PSCo Use Only														
Approved: _____ Date: _____ Name: _____ Title: _____ Transport Rep: _____	Date: _____ Agency Designation Received: _____ Meter Request Completed: _____ Imbalance transfer letter submitted with request (y/n) _____ Credit/Security Required: _____													

ADVICE LETTER  
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 NUMBER \_\_\_\_\_

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PUBLIC SERVICE COMPANY OF COLORADO

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GAS TRANSPORTATION TERMS AND CONDITIONS

TRANSPORTATION AGREEMENTS

Form of Request for Amendment / Change Notification to Gas  
Transportation Service

 <b>Xcel Energy®</b> <b>PUBLIC SERVICE COMPANY</b> <b>REQUEST FOR AMENDMENT/CHANGE NOTIFICATION TO GAS TRANSPORTATION SERVICE AGREEMENT</b>			
SHIPPER INFO	Date: _____ Contract # _____		
	Shipper: * _____		
	Mailing & _____		
	Notice Address: _____		
	NoticeEmail: _____		
	_____		
	Billing Address: _____		
	Billing Email: _____		
	_____		
	Contact Name: _____ State of Incorporation: _____		
Phone: _____			
Email: _____			
<b>Emergency Contacts:</b> <i>For gas flow and other communications. Three preferred.</i>			
During business hours call 1 _____ Phone 1 _____			
2 _____ 2 _____			
3 _____ 3 _____			
After business hours call 1 _____ 1 _____			
2 _____ 2 _____			
3 _____ 3 _____			
*If Shipper is different from Receiving Party, then Shipper must include written authorization from Receiving Party to act on its behalf.			
<b>What change is requested?</b>			
RECEIVING PARTY INFO	Receiving Party: * _____		
	Mailing Address: _____		
	Contact Name: _____		
	Phone: _____ Email: _____		
	Receiving Party Customer Type:		
	Existing Contract #: _____ Check one:		
	Interruptible Sales <input type="checkbox"/> Firm Sales <input type="checkbox"/> Firm Transport <input type="checkbox"/>		
	Interruptible Transport <input type="checkbox"/> Interruptible Transport <input type="checkbox"/> Firm Transport <input type="checkbox"/>		
	Interruptible Transport & On Peak Demand <input type="checkbox"/> Interruptible Transport & On Peak Demand <input type="checkbox"/>		
	*Attach list showing the required information for each Receiving Party.		
If converting from sales to transport, Electronic Meter Installation form(s) provided by (check one): PSCo <input type="checkbox"/> Shipper <input type="checkbox"/>			
For daily balancing, Shipper selects (check one): Transporter Balancing Option <input type="checkbox"/> Shipper Daily Balancing Option <input type="checkbox"/>			
SERVICE INFO	<b>INTERRUPTIBLE SERVICE Receiving Party* &amp; Facility Address</b>		
	Annual Quantity (Dth)	MDQ	On Peak Demand Qty
	_____	_____	_____
	_____	_____	_____
	<b>FIRM SERVICE</b>		
	Receiving Party* & Facility Address		Annual Quantity (Dth)
	_____	_____	MDQ
	_____	_____	_____
	*If more than two, attach list showing the above information for each.		

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## GAS TRANSPORTATION TERMS AND CONDITIONS

## TRANSPORTATION AGREEMENTS

Form of Request for Amendment/Change Notification to Gas  
Transportation Service - Cont'd

<b>Xcel Energy®</b>	<b><u>PUBLIC SERVICE COMPANY</u></b>														
<b>REQUEST FOR AMENDMENT/CHANGE NOTIFICATION TO GAS TRANSPORTATION SERVICE AGREEMENT</b>															
SVC INFO	Anticipated Date of Service to Commence: _____ Anticipated Date of Service to Terminate: _____														
TRANSPORTATION INFO	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 85%;">Firm Transportation and On Peak Demand Option for Interruptible Transportation Service - Primary Receipt Point(s)</th> <th style="width: 15%;">Firm Receipt Point Daily Quantity (Dth)*</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr> <td colspan="2" style="text-align: right;">Total _____</td> </tr> </tbody> </table> <p>* Firm Receipt Point Quantity should not include FL&amp;U %, and Total Quantity cannot exceed MDQ.</p>			Firm Transportation and On Peak Demand Option for Interruptible Transportation Service - Primary Receipt Point(s)	Firm Receipt Point Daily Quantity (Dth)*									Total _____	
Firm Transportation and On Peak Demand Option for Interruptible Transportation Service - Primary Receipt Point(s)	Firm Receipt Point Daily Quantity (Dth)*														
Total _____															
NOM AGENT	<b>Nominating Agent:</b> _____ <b>Mailing Address:</b> _____ <b>Contact Name:</b> _____ <b>Phone:</b> _____ <b>Email:</b> _____  <b>Emergency Contacts During:</b> <b>Business Hours:</b> _____ <b>Phone:</b> _____ <b>After Hours:</b> _____ <b>Phone:</b> _____														
BILLING AGENT	<b>Billing Agent:</b> _____ <b>Mailing Address:</b> _____ <b>Contact Name:</b> _____ <b>Phone:</b> _____ <b>Email:</b> _____														
APPROVAL	<b>Submitted By (Signature):*</b> _____ <b>Printed Name:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____  <i>*Must be signed by an authorized representative</i>														
<b>PSCo Use Only</b>															
<b>Approval Of This Request Will Amend Shipper's Gas Transportation Service Agreement</b>															
<b>Approved:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____ <b>Transport Rep:</b> _____		<b>Date</b> Agency Designation Received: _____ Meter Request Completed: _____  Imbalance transfer letter submitted with request (y/n): _____ Credit/Security Required: _____													

PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840  
Denver, CO 80201-0840

Sheet No. T60  
Cancels  
Sheet No.

Document No. \_\_\_\_\_

FIRM GAS TRANSPORTATION SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Service Agreement" or "Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_, by and between Public Service Company of Colorado ("Transporter"), a Colorado corporation and \_\_\_\_\_ ("Shipper"), a \_\_\_\_\_ corporation. Transporter and Shipper are collectively referred to as the "Parties."

The Parties agree that Transporter will receive and transport Shipper's Gas from the Receipt Point(s) to the Delivery Point(s), as specified in writing between the Parties, on a firm capacity basis. In addition, if applicable, Transporter will provide Backup Sales Service in accordance with its Gas tariff.

The specified Receipt Points and Delivery Points may be amended from time to time by the Parties. Such amendments will be specified in writing or on Transporter's EBB, and shall be incorporated by reference into this Service Agreement.

For daily balancing, Shipper selects (select one):

\_\_\_ Transporter Balancing Option

\_\_\_ Shipper Daily Balancing Option

Shipper acknowledges and agrees that Firm Gas Transportation Service provided hereunder, as well as any Backup Sales Service, is subject to the rates, charges, terms, and conditions of Transporter's applicable Gas tariff on file and in effect with the Public Utilities Commission of the State of Colorado ("Commission"), and such rates, charges, terms, and conditions are incorporated herein as part of this Service Agreement.

This Agreement, and all its rates, charges, terms and conditions as set out in this Agreement and as set out in the Gas 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.

ADVICE LETTER  
NUMBER \_\_\_\_\_

ISSUE  
DATE \_\_\_\_\_

DECISION  
NUMBER \_\_\_\_\_

REGIONAL VICE PRESIDENT,  
Rates & Regulatory Affairs

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DATE \_\_\_\_\_

PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840  
Denver, CO 80201-0840

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Document No. \_\_\_\_\_

Any exhibits and/or addenda attached hereto, or amendments posted on Transporter's EBB, are incorporated into the terms of this Service Agreement.

This Service Agreement shall not be assigned by either party hereto, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The individual signing this Service Agreement on behalf of Shipper represents and warrants that she or he possesses the requisite authority to bind Shipper to this Service Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.

IN WITNESS WHEREOF, the Parties have executed this Firm Gas Transportation Service Agreement as of the day and year first above written.

Document # \_\_\_\_\_

TRANSPORTER:  
PUBLIC SERVICE COMPANY  
OF COLORADO

SHIPPER:

By \_\_\_\_\_

By \_\_\_\_\_

(print name)

(print name)

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

ADVICE LETTER  
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DATE \_\_\_\_\_

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3. DELIVERY POINT(S)

Receiving Party & Service Address	Load Point	Receipt Point(s)	MDQ (Dth)	Rate Schedule	Rate	Specific Facility Chg.	Term of Rate

Total Firm Gas Transportation Service MDQ: \_\_\_\_\_ Dth/Day.

~~4. BACKUP SALES SERVICE OPTION~~

~~Total Backup Reservation Quantity as of \_\_\_\_\_, \_\_\_\_\_: \_\_\_\_\_ Dth/Day.~~

~~Other Backup Reservation Quantity Designations: \_\_\_\_\_~~

45. This Exhibit shall be deemed amended through amendments to this Exhibit or written Requests for Amendment to the Service Agreement that are approved by Transporter. Amendments may also be accepted by posting on Transporter's EBB.

ADVICE LETTER  
 NUMBER \_\_\_\_\_

DECISION  
 NUMBER \_\_\_\_\_

REGIONAL VICE PRESIDENT,  
 Rates & Regulatory Affairs

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PUBLIC SERVICE COMPANY OF COLORADO

P.O. Box 840  
Denver, CO 80201-0840

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INTERRUPTIBLE GAS TRANSPORTATION SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Service Agreement" or "Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_, by and between Public Service Company of Colorado ("Transporter"), a Colorado corporation, and \_\_\_\_\_ ("Shipper"), a \_\_\_\_\_ corporation. Transporter and Shipper are collectively referred to as the "Parties."

The Parties agree that Transporter will receive and transport Shipper's Gas from the Receipt Point(s) to the Delivery Point(s), as specified in writing between the Parties, on an interruptible basis as long as System capacity is available for transportation of such gas. In addition, if applicable, Transporter will provide On Peak Demand Quantity Service in accordance with its Gas tariff.

The specified Receipt Points and Delivery Points may be amended from time to time by the Parties. Such amendments will be specified in writing or on Transporter's EBB, and shall be incorporated by reference into this Service Agreement.

For daily balancing, Shipper selects (select one):

\_\_\_ Transporter Balancing Option

\_\_\_ Shipper Daily Balancing Option

Shipper acknowledges and agrees that Interruptible Gas Transportation Service provided hereunder, as well as any On Peak Demand Quantity Service, is subject to the rates, charges, terms, and conditions of Transporter's applicable Gas tariff on file and in effect with the Public Utilities Commission of the State of Colorado ("Commission"), and such rates, charges, terms, and conditions are incorporated herein as part of this Service Agreement.

This Agreement, and all its rates, charges, terms, and conditions as set out in this Agreement and as set out in the Gas 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.

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If the end-use customer uses a marketing broker or Agent for nomination, gas purchases, and balancing, the end-use customer shall provide Transporter with an Agency Agreement, as required by Transporter's Gas tariff.

Service hereunder shall begin on \_\_\_\_\_, \_\_\_\_\_, and, unless otherwise mutually agreed in writing, shall continue for a primary term of one (1) year, and then from year to year thereafter unless terminated in accordance with Transporter's Gas tariff.

This Service Agreement supersedes, cancels and terminates, as of the Effective Date of this Service Agreement, the following agreements and any amendments thereto:

Document No. \_\_\_\_\_,  
Dated: \_\_\_\_\_  
between \_\_\_\_\_ and Transporter.

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~~Document No. \_\_\_\_\_,~~

~~Dated: \_\_\_\_\_~~

~~between \_\_\_\_\_ and Transporter.~~

Any exhibits and/or addenda attached hereto, or amendments posted on Transporter's EBB, are incorporated into the terms of this Service Agreement.

This Service Agreement shall not be assigned by either party hereto, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The individual signing this Service Agreement on behalf of Shipper represents and warrants that she or he possesses the requisite authority to bind Shipper to this Service Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.

IN WITNESS WHEREOF, the ~~parties~~ parties have executed this Interruptible Gas Transportation Service Agreement as of the day and year first above written.

Document # \_\_\_\_\_

TRANSPORTER:  
PUBLIC SERVICE COMPANY  
OF COLORADO

SHIPPER:

By \_\_\_\_\_

By \_\_\_\_\_

(print name)

(print name)

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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Document # \_\_\_\_\_

Effective Date of Agreement: \_\_\_\_\_

Effective Date of Exhibit: \_\_\_\_\_

EXHIBIT \_\_\_\_\_

TO THE INTERRUPTIBLE GAS TRANSPORTATION SERVICE AGREEMENT  
BETWEEN

\_\_\_\_\_(Shipper)

AND

PUBLIC SERVICE COMPANY OF COLORADO (Transporter)

1. RECEIPT POINT(S)

<u>Primary</u> Receipt Point <u>for the On Peak</u> <u>Demand Quantity</u> <u>Option if applicable</u>	Receipt Quantity Dth/Day (excluding FL&U)

2. SECONDARY RECEIPT(S) (if applicable)

<u>Secondary Receipt</u> <u>Point</u>	<u>Receipt Quantity Dth/Day</u> <u>(excluding FL&amp;U)</u>

~~2~~3. DELIVERY POINT(S)

Receiving Party & Service Address	Load Point	MDQ (Dth)	On Peak Demand Qty. (Dth)	Rate	Specific Facility Chg.	Term of Rate

Total Interruptible Gas Transportation Service MDQ: \_\_\_\_\_ Dth/Day

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34. ON PEAK DEMAND QUANTITY SERVICE OPTION

Total On Peak Demand Quantity as of \_\_\_\_\_, \_\_\_\_: \_\_\_\_\_ Dth/Day.

45. This Exhibit shall be deemed amended through amendments to this Exhibit or written Requests for Amendment to the Service Agreement that are approved by Transporter. Amendments may also be accepted by posting on Transporter's EBB.

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Shipper and Receiving Party acknowledge that all service provided by Transporter is for the benefit of Receiving Party and that nothing prohibits the Transporter from directly contacting the Receiving Party if needed. Receiving Party and Shipper are subject to the Transporter's Gas tariff, and other tariff obligations or agreements with Transporter. In the event that Shipper or Receiving Party fails to make timely payment for service provided by Transporter, or otherwise is in default under the provisions of Transporter's Gas tariff, this Agency Agreement may be revoked by Transporter and all service provided shall be subject to suspension or termination in accordance with Transporter's Gas tariff. If such suspension or termination of service is as a result of Shipper's failure to make payment, Receiving Party shall not be entitled to continued service, regardless of whether Receiving Party has made payment to Shipper, until Transporter receives full and complete payment. Shipper and Receiving Party shall be jointly and severally liable for all of Receiving Party's payments due and owing Transporter for all services provided.

Shipper shall nominate to Transporter, on Receiving Party's behalf for each of the Delivery Point(s) specified above, and otherwise schedule Gas to meet Receiving Party's daily volume requirements and to resolve any and all Gas transportation Imbalances in accordance with the Transporter's Gas tariff on file and in effect from time to time with the Commission. Shipper authorizes personnel from its organization to make binding nominations for this purpose.

If Receiving Party provides Transporter with a subsequent Agency Agreement covering the same Delivery Point(s), this Agreement will be deemed terminated and will no longer be honored by Transporter.

All obligations of Shipper and Receiving Party to Transporter with respect to Gas Transportation Service provided by Transporter shall survive termination of this Agency Agreement.

This Agency Agreement shall become effective as of \_\_\_\_\_, and shall continue until terminated in accordance with the Transporter's Gas tariff.

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Agent and Shipper are subject to the Transporter's Gas tariff, and other tariff obligations or agreements with Transporter and nothing prohibits the Transporter from directly contacting the Shipper/Receiving Party if needed. In the event that Agent, as authorized for Billing and Payment, and Shipper fail to make timely payment for service provided by Transporter, or otherwise is in default under the provisions of Transporter's tariff, this Agency Agreement may be revoked by Transporter and the Shipper Service Agreement shall be subject to suspension or termination in accordance with Transporter's tariff. Shipper and Agent shall be jointly and severally liable for all payments due and owing Transporter for all services provided.

If Shipper provides Transporter with a subsequent Agency Agreement covering the same Delivery Point(s), this Agreement will be deemed terminated and will no longer be honored by Transporter.

All obligations of Agent and Shipper to Transporter with respect to Gas Transportation Service provided by Transporter shall survive termination of this Agency Agreement.

This Agency Agreement shall become effective as of \_\_\_\_\_, and shall continue until terminated in accordance with the Transporter's Gas tariff.

Each individual signing this Agency Agreement on behalf of the Shipper represents and warrants that he or she possesses the requisite authority to bind Shipper to this Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.

This Agency Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED:

\_\_\_\_\_  
(Shipper)

\_\_\_\_\_  
(Agent)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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