

BINDING OPEN SEASON

MountainWest Overthrust Pipeline, LLC Overthrust Rock Springs Compression Expansion

SUMMARY

MountainWest Overthrust Pipeline, LLC (“MWOP”) hereby announces that it is holding a binding open season (“Open Season”) for up to 278,300 Dth/d of incremental firm transportation to be made available under its proposed Overthrust Rock Spring Compression Expansion Project (“Project”). Shippers offering to take service under a negotiated rate should select the negotiated rate option on the Binding Bid Sheet. If timely precedent agreements for sufficient capacity and term are executed, this additional firm transportation service could be available by November 1, 2027.

PROJECT NAME:		Overthrust Rock Springs Compression Expansion (ORSCE)
RATE SCHEDULE		FT (Firm Transportation Service)
RATE	NEGOTIATED RATE	\$0.17100Dth/day*
	ESTIMATED RECOURSE RATE	\$0.15820/Dth/day*
	SYSTEMWIDE USAGE CHARGE	\$0.00167/Dth*
AVAILABLE FIRM TRANSPORTATION QUANTITY		278,300 Dth/d
PRIMARY RECEIPT POINT(s)		See table below for details
PRIMARY DELIVERY POINT(s)		See table below for details
MINIMUM TERM		10 Years
EVERGREEN		Per the tariff
RIGHT OF FIRST REFUSAL		Per the tariff
CAPACITY AVAILABLE STARTING		November 1, 2027
OPEN SEASON START		12:00 PM MST on September 12, 2024
CREDITWORTHINESS DEADLINE		12:00 PM MST on October 7, 2024
OPEN SEASON DEADLINE		12:00 PM MST on October 10, 2024
AWARD NOTIFICATION		12:00 PM MST on October 15, 2024
PRECEDENT AGREEMENT EXECUTION DEADLINE		12:00 PM MST on November 15, 2024

*These rates do not include charges for lost, gained, or unaccounted-for gas, gas used, or Annual Charge Adjustment (ACA)

*See MWOP's FERC Gas Tariff for additional information

RECEIPT & DELIVERY POINT TABLE

RECEIPT POINTS	RECEIPT VOLUME (Dth/d)
WIC TO OVERTHRUST (MAP #10013)	Up to 185,000
KANDA/COL QPC REC (MAP #10005)	Up to 93,300
MAXIMUM TOTAL RECEIPT CAPACITY AVAILABLE	278,300

DELIVERY POINTS	DELIVERY VOLUME (Dth/d)
QPC WHITNEY CANYON (MAP #10006)	Up to 160,956
OTPL TO QPC XO16 DEL (MAP #10008)	Up to 89,281
CLEAR CREEK ST - DEL (MAP #10010)	Up to 80,000
OTPL / KRGT PAINTER (MAP #10015)	Up to 59,044
OTPL TO QPC EAKIN (MAP #10022)	Up to 90,000
BELLE BUTTE STORAGE INJECTION (MAP #10832)	Up to 278,300
OVERTHRUST/NWP DELIVERY (MAP #10868)	Up to 89,261
KANDA/COL QPC DEL (New MWOP to MWP delivery) (MAP #TBD)	Up to 170,000
MAXIMUM TOTAL DELIVERY CAPACITY AVAILALBE	278,300

OFF-SYSTEM CAPACITY

Inclusion of off-system capacity from a MountainWest Pipeline, LLC (“MWP”) receipt point requires an additional reservation charge plus MWP charges for lost, gained, or unaccounted-for gas, gas used, and Annual Charge Adjustment (see Section 36 of the General Terms & Conditions of the MWOP FERC Gas Tariff). All bids requesting service utilizing off-system capacity for receipts from MWP points will be subject to the availability of capacity and additional off-system transportation charges. Please contact your marketing representative for any inquiries involving off-system MWP capacity.

CREDITWORTHINESS

Bidders agree to comply with MWOP creditworthiness requirements as set forth in Section 8 of MWOP’s FERC Gas Tariff, including the requirements of Section 8.1(e) addressing the construction of new facilities to provide service which state that MWOP may require security in an amount up to the Shipper’s pro rata share of the cost of such facilities. To the extent a shipper has not already done so, creditworthiness must be established with MWOP in accordance with Section 8 of MWOP’s FERC Gas Tariff on or before the Credit Deadline prior to submitting a binding bid. Any bid submitted prior to establishing creditworthiness shall be null and void. Such a bid must be resubmitted following the establishment of credit to be evaluated for a potential award. For assistance with confirming or establishing creditworthiness, please contact Williams Credit Hotline at (918) 573-5015 or CreditDepartment@Williams.com.

NON-CONFORMING BIDS

MWOP will evaluate all bids to determine whether they meet MWOP’s economic requirements for the Project. MWOP shall have no obligation to accept bids from shippers containing conditions or modifications which, in its sole discretion, are unacceptable to MWOP. Acceptance of bids that do not meet MWOP’s minimum economic requirements shall be at MWOP’s sole discretion.

PRO FORMA PRECEDENT AGREEMENT

MWOP will provide a copy of the precedent agreement for the Project upon request by any potential shipper under the Project.

SOLICITATION OF CAPACITY RELEASE

Existing shippers with capacity that could be used to provide transportation service for the Project should notify MWOP if they wish to permanently turn back their capacity through a release to prospective shippers in this Open Season or through a re-designation of their primary receipt or delivery points. Those shippers wishing to turn back their capacity

should notify MWOP of the specific contract, amount, term, and any other conditions that would be necessary to effectuate a turn back of their capacity. For MWOP to consider anticipated capacity turn backs in the expansion decision, notification must be made prior to the expiration of the Open Season. All releases shall be subject to the terms of Part 1, Section 6 of the General Terms and Conditions of MWOP's FERC Gas Tariff, Second Revised Volume No. 1. This solicitation of capacity release or any expression on the part of shippers to turn back capacity does not obligate MWOP to accept a turn back of the capacity and does not obligate MWOP or the shippers to ultimately agree to release such capacity. Offers to relinquish capacity must be unconditional, binding, and irrevocable. If more capacity is offered than is needed for the Project, preference will be given to those offers which reduce the cost of the Project by the largest amount. In the event of a tie, preference will be given to those offers which have the shortest remaining term for the capacity to be relinquished. In the event the Project does not go forward for any reason, the capacity relinquishment shall not be effectuated. Offers for permanent relinquishment will not be accepted from any shipper contracting for service under the Project.

DETERMINATION OF THE ESTIMATED RECOURSE RATE

The Estimated Recourse Rate has been calculated using MWOP's current estimates of the cost of the Project facilities, future operation and maintenance expenses, and billing determinants under the Project. The actual recourse rate may be higher or lower than the Estimated Recourse Rate and shall be subject to adjustment pursuant to proceedings under the Natural Gas Act. MWOP makes no representation or warranty of any kind whatsoever as to the actual incremental recourse rate that will be applicable to firm transportation service under the Project.

OPEN SEASON PROCEDURE

Any shipper desiring firm transportation service under the Project must complete and submit the attached binding bid sheet via email to Jack Czapiga at jack.czapiga@williams.com, with creditworthiness established, on or before the Open Season Deadline stated above. MWOP shall have no obligation to accept bids from shippers containing conditions or modifications which, in its sole discretion, are unacceptable to MWOP. In addition, any shipper desiring firm transportation service under the Project must execute and deliver to MWOP, on or before the Precedent Agreement Execution Deadline stated above, a precedent agreement, which shall be substantially similar in form and substance to the pro forma precedent agreement that shall be provided to prospective shippers according to the process referenced above.

Upon receipt of all timely submitted binding bid sheets, MWOP will determine the total Reserved Daily Capacity ("RDC") from all conforming bids. If the total RDC requested in the Open Season from conforming bids exceeds available firm transportation capacity under the Project, MWOP will allocate the capacity to shippers willing to accept a pro rata RDC, as indicated on their binding bid sheet.

Any such allocation will be made based on the highest net present value to MWOP, determined based on each shipper's requested RDC and primary term. For purposes of the highest net present value determination, for bids proposing a negotiated reservation rate which exceeds the Estimated Recourse Rate, the net present value calculated for the bid may not exceed a net present value that is calculated assuming that the Estimated Recourse Rate shall be in effect during the primary term proposed in the bid, in place of the negotiated reservation rate. In the event that any further allocation is necessary among shippers submitting bids with the same net present value, then such allocation will be made on a pro rata basis based on each such shipper's requested RDC.

The RDC indicated in the binding bid sheet and ultimately set forth in each shipper's executed precedent agreement will be subject to the allocation procedures set forth above and the other terms and conditions of this Open Season and such shipper's precedent agreement. If available capacity is allocated as described above, MWOP will provide notice to each shipper that submitted a conforming bid pursuant to a binding bid sheet and/or executed a binding precedent agreement, as applicable, of its allocated RDC, if any, promptly following such allocation.

LIMITATIONS AND RESERVATIONS

The availability of this additional firm transportation service is subject to receipt and acceptance of timely, qualifying, and binding bid sheets received during this Open Season. MWOP specifically reserves the right to decline to pursue any project regardless of the terms of the bids it receives. No bid or service request shall be binding on MWOP until a precedent agreement has been duly executed by the parties. MWOP reserves the right to negotiate with shippers during the Open Season and after it has closed.

CONTACT INFORMATION

If you need additional information, or have any questions, please contact one of the following MWOP representatives:

Joseph Hulse, Director Commercial Services	801-244-0829
Michael Molenaar, Business Development Rep Sr	801-231-4540
Jack Czapiga, Business Development Rep Sr	801-694-0740
Tom Myrberg, Commercial Optimization Lead	801-971-0706
Justin Rutherford, Commercial Optimization Sr	385-487-0041
Elena Shanin, Commercial Optimization Sr	385-271-9973

BINDING BID SHEET
For
Firm Transportation Service
MOUNTAINWEST OVERTHRUST PIPELINE, LLC

RESERVED DAILY CAPACITY (RDC) (Dth/d)		
PRO RATA RDC	Accept Pro Rata RDC	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Minimum Acceptable RDC (Dth/d)	
RESERVATION RATE¹:	\$/Dth/Month (plus applicable MWOP charges)	
	Rate Type	Recourse Rate <input type="checkbox"/> Negotiated Rate <input type="checkbox"/>
CONTRACT TERM	Begin Date	
	End Date	
EVERGREEN	Evergreen	Year-to-Year <input type="checkbox"/> No <input type="checkbox"/>
	Evergreen Notice Period (Days)	90 <input type="checkbox"/> 180 <input type="checkbox"/> 365 <input type="checkbox"/>
PRIMARY RECEIPT POINT(S)		MAXIMUM RECEIPT POINT RDC²:
PRIMARY DELIVERY POINT(S)		MAXIMUM DELIVERY POINT RDC:
OTHER TEXT		

This binding bid is submitted hereby:

Company: _____

Signature: _____

By: _____

Date: _____

¹ Reservation rate only, does not include Gas Usage Charge, Charges for lost, gained, or unaccounted-for gas, gas used (Fuel Gas), or Commission-authorized Annual Charge Adjustment (ACA) and other FERC-approved charges (see MWOP FERC Gas Tariff)

² Sum of Receipt Point RDC's must equal Sum of Delivery Point RDC's and neither sum may exceed the stated Project Available Firm Transportation Quantity