

## **BINDING OPEN SEASON**

### **MountainWest Overthrust Pipeline, LLC**

#### Opal East Expansion

#### **SUMMARY**

MountainWest Overthrust Pipeline, LLC (MWOP) is conducting a binding open season to solicit market support for MWOP to provide up to 267,000 Dth/d of incremental firm transportation service from Opal to the to-be-constructed lateral and Jim Bridger MS (MAP# TBD). If timely precedent agreements for sufficient capacity and term are executed, this additional firm transportation service could be available by December 1, 2023.

<b>PROJECT NAME:</b>		Opal East Expansion
<b>RATE SCHEDULE</b>		FT (Firm Transportation Service)
<b>RATE</b>	<b>MAX RESERVATION CHARGE</b>	\$1.62000/Dth/month*
	<b>SYSTEMWIDE USAGE CHARGE</b>	\$0.00167/Dth*
<b>VOLUME / MAXIMUM DELIVERY QUANTITY (MDQ)</b>		267,000 Dth/d
<b>PRIMARY RECEIPT POINT(s)</b>		Opal Processing Plant (MAP# 10025)
<b>PRIMARY DELIVERY POINT(s)</b>		Jim Bridger MS (MAP# TBD)
<b>MINIMUM TERM</b>		10 Years
<b>EVERGREEN</b>		Per the tariff
<b>RIGHT OF FIRST REFUSAL</b>		Per the tariff
<b>CAPACITY AVAILABLE STARTING</b>		December 1, 2023
<b>OPEN SEASON START</b>		9:00 AM MST on July 6, 2022
<b>OPEN SEASON DEADLINE</b>		12:00 PM MST on July 13, 2022
<b>AWARD NOTIFICATION</b>		July 11, 2022
<b>PRECEDENT AGREEMENT EXECUTION DEADLINE</b>		July 15, 2022

\*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

#### **SHIPPER CLASSES**

Shippers have the opportunity to offer terms that qualify for status as an "Anchor Shipper" or a "Standard Shipper."

An Anchor Shipper is a shipper that, prior to the end of the Open Season, submits a binding bid for long-term service of a magnitude and value that is essential to the economic viability of the project. Anchor Shippers are shippers that submit binding bids acceptable to MWOP for capacity commitments equal to or greater than 89,000 Dth/d, with Opal Processing Plant (MAP#10025) as the primary receipt point and the Jim Bridger MS (MAP# TBD) as the primary delivery point, at the required max tariff rate, and for a term of no less than ten years. Anchor Shippers will not be subject to pro rata capacity allocation, except within the Anchor Shipper class. Two Anchor Shippers have already executed a Precedent Agreement.

A Standard Shipper is a shipper that submits a binding bid acceptable to MWOP that does not qualify for Anchor Shipper status. Standard Shippers will be subject to pro rata capacity allocation.

### **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 MWP 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.

### **SUBMISSION OF BINDING BIDS**

Shippers must submit bids for capacity using the attached Binding Bid Sheet delivered via e-mail to Jack Czapiga at jack.czapiga@dominionenergy.com. Please contact your marketing representative if you require assistance in completing the Binding Bid Sheet. All bids received will be considered binding.

### **CREDITWORTHINESS**

To the extent a shipper has not already done so, sufficient credit in accordance with MWOP's FERC Gas Tariff must be established with MWOP prior to submitting a binding bid. Any bid submitted prior to establishing sufficient credit shall be null and void. Such bid must be resubmitted following the establishment of credit in order to be evaluated for award.

### **NON-CONFORMING BIDS**

MWOP will evaluate all bids to determine whether they meet MWOP's economic requirements for this 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.

### **AWARDING OF CAPACITY**

Bids will be ranked based on the net present value calculation referenced in Section 5 of the General Terms & Conditions of MWOP's FERC Gas Tariff. In evaluating bids, MWOP may aggregate, in whole or in part, the economic value of two or more bids to achieve the overall highest economic value, including the use of pro-rata allocations for bidding shippers that agreed to accept a pro-rated award of service. In the event two or more bids offer the same economic value, but there is insufficient capacity to serve all such bids, then MWOP shall award bids in accordance with Section 5.4(g)(ii) of the General Terms & Conditions of MWOP's FERC Gas Tariff, excepting bids that offer a negotiated rate equivalent to the estimated recourse rate and bids that offer the estimated recourse rate shall be treated the same.

### **SOLICITATION OF CAPACITY RELEASE**

Existing shippers with capacity that could be used to provide transportation service for this 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 amount, the term, and any other conditions that would be necessary to effectuate a turn back of their capacity. In order 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.

### **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 refer to the open season documents on [www.mwpipe.com](http://www.mwpipe.com) or contact one of the following representatives:

Jack Czapiga	801-324-5070
Joseph Hulse	801-324-5138
Mike Molenaar	801-231-4540
Tom Myrberg	801-324-2978
Sonja Blackham	801-324-5124
Justin Rutherford	801-324-5362

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

<b>RESERVED DAILY CAPACITY (RDC) (Dth/d)</b>		
<b>PRO RATA RDC</b>	<b>Accept Pro Rata RDC</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>Minimum Acceptable RDC (Dth/d)</b>	
<b>RESERVATION RATE<sup>1</sup>:</b>	<b>\$/Dth/Month (plus applicable MWOP charges)</b>	
	<b>Rate Type</b>	Recourse Rate <input type="checkbox"/> Negotiated Rate <input type="checkbox"/>
<b>CONTRACT TERM</b>	<b>Begin Date</b>	
	<b>End Date</b>	
<b>EVERGREEN</b>	<b>Evergreen</b>	Year-to-Year <input type="checkbox"/> No <input type="checkbox"/>
	<b>Evergreen Notice Period (Days)</b>	180 <input type="checkbox"/> 365 <input type="checkbox"/>
<b>PRIMARY RECEIPT POINT(S)</b>		<b>MAXIMUM RECEIPT POINT RDC<sup>2</sup>:</b>
<b>PRIMARY DELIVERY POINT(S)</b>		<b>MAXIMUM DELIVERY POINT RDC:</b>
<b>OTHER TEXT</b>		

**This binding bid is submitted hereby:**

**Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**By:** \_\_\_\_\_

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

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<sup>1</sup> 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)  
<sup>2</sup> Total Receipt Point RDC must equal Total Delivery Point RDC