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BINDING OPEN SEASON

MountainWest Pipeline, LLC

Uinta Basin Expansion II

MountainWest Pipeline, LLC (“MountainWest”) hereby announces that it is holding a binding open season (“Open Season”) for new, year-round firm transportation to be made available under its proposed Uinta Basin Expansion II Project (“Project”). The Project will provide up to 48,200 Dth/d of firm transportation service from MountainWest’s Wells Draw receipt point (MAP #0457) to its Chipeta Processing delivery point (MAP #0821) and up to 18,000 Dth/d of firm transportation service from MountainWest’s Altamont MM receipt point (MAP #0145) to its White River Hub delivery point (MAP #0410). It is anticipated that this incremental capacity would be available by October 1, 2025. If market support warrants, MountainWest would consider offering additional firm transportation service from MountainWest’s Wells Draw receipt point (MAP #0457) to its Chipeta Processing delivery point (MAP #0821) however, such additional capacity would require the installation of facilities not currently included in the Project.

The Open Season will commence on September 24, 2024, and will end at 12:00 p.m. MST on October 24, 2024.

SUMMARY

PROJECT NAME		Uinta Basin Expansion II
RATE SCHEDULE		T-1 (Firm Transportation Service)
RATE	MAX RESERVATION CHARGE	\$5.28804/Dth/month*
	SYSTEMWIDE USAGE CHARGE	\$0.00167/Dth*
AVAILABLE FIRM TRANSPORTATION CAPACITY		66,200 Dth/d
PRIMARY PATH FOR 48,200 Dth/d		Wells Draw (MAP #0457) to Chipeta Processing (MAP #0821)
PRIMARY PATH FOR 18,000 Dth/d		Altamont MM (MAP #0145) to White River Hub (MAP #0410)
MINIMUM TERM		10 Years
EVERGREEN		See MountainWest’s FERC Gas Tariff for additional information
RIGHT OF FIRST REFUSAL		See MountainWest’s FERC Gas Tariff for additional information
CAPACITY AVAILABLE STARTING		October 1, 2025
OPEN SEASON START		September 24, 2024
CREDITWORTHINESS DEADLINE		October 18, 2024
OPEN SEASON DEADLINE		12:00 PM MST on October 24, 2024
AWARD NOTIFICATION		October 29, 2024
PRECEDENT AGREEMENT EXECUTION DEADLINE		November 20, 2024

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

PROJECT DESCRIPTION

The Project will involve piping and metering modifications at MountainWest’s existing Brundage Mountain, Monument Butte, 40-47 Junction, and Fidlar Compressor Station facilities. A map of the Project is attached.



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RATES

The firm transportation service will be provided under MountainWest's Rate Schedule T-1 and Part 284(G) of the Federal Energy Regulatory Commission's ("FERC") regulations. Shippers under the Project may elect to pay the maximum Rate Schedule T-1 reservation rate applicable to firm transportation under the Project, as such rate may change from time to time (such rate is referred to herein as the "Recourse Rate"). MountainWest will also offer shippers a negotiated reservation rate.

Additional details regarding the Recourse Rate and negotiated reservation rate will be set forth in the pro forma precedent agreement for the Project, which shippers may request from MountainWest by following the instructions set forth below under the heading "Pro Forma Precedent Agreement."

In addition to the Recourse Rate and negotiated reservation rate described in the paragraph above, shippers will be responsible for compressor fuel and line loss make-up retention, commodity charges and all applicable surcharges as approved by the FERC for firm transportation service under the Project.

TERM

Shippers' requests for firm transportation service under the Project must be for a primary term of at least 10 years.

CREDITWORTHINESS

Bidders agree to comply with MWP creditworthiness requirements as set forth in Section 8 of MWP's FERC Gas Tariff, including the requirements of Section 8.1(e) addressing the construction of new facilities to provide service which state that MWP 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 MWP in accordance with Section 8 of MWP's FERC Gas Tariff prior to submitting a binding bid and no later than October 18, 2024. 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.

PRO FORMA PRECEDENT AGREEMENT

MountainWest will provide a copy of the pro forma 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 this Project should notify MountainWest 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 MountainWest of the specific contract, amount, term, and any other conditions that would be necessary to effectuate a turn back of their capacity. For MountainWest 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 MountainWest'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 MountainWest to accept a turn back of the capacity and does not obligate MountainWest 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.

OPEN SEASON PROCEDURE

As indicated above, this Open Season will end at 12:00 p.m. MST on October 24, 2024.



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Accordingly, any shipper desiring firm transportation service under the Project must complete and submit the attached binding bid sheet via email to Michael Molenaar at michael.molenaar@williams.com, with creditworthiness established, on or before 12:00 p.m. MST on October 24, 2024. MountainWest shall have no obligation to accept bids from shippers containing conditions or modifications which, in its sole discretion, are unacceptable to MountainWest. In addition, any shipper desiring firm transportation service under the Project must execute and deliver to MountainWest on or before November 20, 2024 (or such later date as may be determined by MountainWest) 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, MountainWest will determine the total Reserved Daily Capacity ("RDC") from all conforming bids. If the total RDC requested in the Open Season from conforming bids or under binding precedent agreements entered with Project shippers exceeds available firm transportation capacity under the Project, MountainWest will allocate the capacity to shippers willing to accept a pro rata RDC, as indicated on their binding bid sheet.

If MountainWest performs an allocation of available firm transportation capacity under the Project, then any such allocation will be first to shippers executing binding precedent agreements on or before November 20, 2024. Any such allocation will be made on a pro rata basis to shippers willing to accept a pro rata share and whose pro rata share meets their minimum acceptable RDC as set forth in such shipper's binding bid sheet and will be made based on the highest net present value to MountainWest, 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 Recourse Rate, the net present value calculated for the bid may not exceed a net present value that is calculated assuming that the Recourse Rate shall be in effect during the primary term proposed in the bid, in place of the negotiated reservation rate. If 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, MountainWest 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 binding bid sheets received during this Open Season. MountainWest 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 MountainWest until a precedent agreement has been duly executed by the parties. MountainWest 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 MountainWest representatives:

Joseph Hulse, Director Commercial Services	801-244-0829
Michael Molenaar, Business Development Rep Sr	801-231-4540
Jack Czapiiga, 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



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Uinta Basin Expansion II





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BINDING BID SHEET
For
Firm Transportation Service – Uinta Basin Expansion II
MOUNTAINWEST 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	Rate Amount (\$/Dth/Month):	
	Rate Type:	Recourse Rate <input type="checkbox"/> Negotiated Rate <input type="checkbox"/>
CONTRACT TERM	Primary Term Length (Years, Months):	
EVERGREEN	Evergreen:	None <input type="checkbox"/> MTM <input type="checkbox"/> YTY <input type="checkbox"/>
	Evergreen Notice Period (Days):	90 <input type="checkbox"/> 180 <input type="checkbox"/> 365 <input type="checkbox"/>
PRIMARY RECEIPT POINT(S):	PRIMARY DELIVERY POINT(S):	MAXIMUM RECEIPT POINT RDC²:
CONDITIONS:		

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 MountainWest FERC Gas Tariff)

² Total Receipt Point RDC must equal Total Delivery Point RDC