

GENERAL TERMS AND CONDITIONS  
(Continued)

3. QUALITY

3.1 Gas Quality at Receipt Points. All Gas delivered by Shipper to Transporter shall conform to the applicable specifications in either Section 3.1(a) or Section 3.1(b). As used in this section, the La Plata Facilities are defined as those facilities commencing at a measurement facility downstream of the discharge side of Northwest's La Plata B compressor station southward to the Blanco Hub, including the La Plata A compressor station and certain plant interconnects, all located in southern Colorado and northern New Mexico.

(a) All Gas delivered by Shipper to Transporter at Receipt Points not connected to the La Plata Facilities shall conform to the following specifications:

(1) Hydrocarbon Liquids and Liquefiabiles: The hydrocarbon dew point of the gas delivered shall not exceed fifteen degrees Fahrenheit at any pressure between 100 psia and 1,000 psia as calculated from the gas composition and shall be free from hydrocarbons in the liquid state. At all times, any and all liquid or liquefiable hydrocarbons, or any other constituent or by-product, recovered from the gas by Transporter, after delivery of gas to Transporter shall be and remain the exclusive property of Transporter, except as specified in Section 20 of the General Terms and Conditions.

(2) Hydrogen Sulfide and Total Sulfur: The gas shall contain not more than one quarter grain of hydrogen sulfide per one hundred cubic feet and not more than five grains total sulfur per one hundred cubic feet.

(3) Carbon Dioxide: The gas shall contain not more than two percent by volume of carbon dioxide, except as otherwise provided in Section 3.5.

(4) Inerts: The gas shall contain not more than a combined total of three percent by volume of inerts including, but not limited to, carbon dioxide, nitrogen and oxygen, except as otherwise provided in Section 3.1(c) and Section 3.5.

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3. QUALITY (Continued)

(5) Dust, Gums, etc.: The gas shall be commercially free from objectionable odors (excluding odorant added to natural gas for safety reasons or to comply with federal and/or state regulations), solid matter, dust, gums, and gum forming constituents, or any other substance which interferes with the intended purpose of merchantability of the gas, or causes interference with the proper and safe operation of the lines, meters, regulators, or other appliances through which it may flow.

(6) Heating Value: The total gross heating value of the gas deliverable hereunder shall not be less than 985 Btu, except as otherwise provided in Section 3.1(c).

(7) Oxygen: The gas shall not contain in excess of two-tenths of one percent by volume of oxygen, and the parties agree to exercise every reasonable effort to keep the gas completely free of oxygen.

(8) Temperature: The temperature of the gas at the point of delivery shall not exceed one hundred twenty degrees Fahrenheit.

(9) Water: The gas delivered shall be free from liquid water and shall not contain more than seven pounds of water in vapor phase per million cubic feet.

(10) Mercury: The gas shall be free from any detectable mercury.

(11) Toxic or Hazardous Substance: The gas shall not contain any toxic or hazardous substance in concentrations which, in the normal use of the gas, may be hazardous to health, injurious to pipeline facilities, or be a limit to merchantability or be contrary to applicable government standards.

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3. QUALITY (Continued)

(12) Bacteria: The gas, including any associated liquids, shall not contain any microbiological organism, active bacteria or bacterial agent capable of causing or contributing to: (i) injury to Transporter's pipelines, meters, regulators, or other facilities and appliances through which such gas flows or (ii) interference with the proper operation of the Transporter's facilities. Microbiological organisms, include, but are not limited to, sulfate reducing bacteria (SRB) and acid producing bacteria (ACB). When bacteria or microbiological organisms are considered a possibility, Shipper(s) desiring to Nominate such gas, upon Transporter's request, shall cause such gas to be tested for bacteria or bacterial agents utilizing the American Petroleum Institute test method API-RP38 or other acceptable test method as determined by both parties.

(b) All Gas delivered by Shipper to Transporter at Receipt Points connected to the La Plata Facilities shall conform to the following specifications:

(1) Hydrocarbon Liquids and Liquefiabiles: The hydrocarbon dew point of the gas delivered shall not exceed fifteen degrees Fahrenheit at any pressure between 100 psia and 1,000 psia as calculated from the gas composition and shall be free from hydrocarbons in the liquid state. At all times, any and all liquid or liquefiable hydrocarbons, or any other constituent or by-product, recovered from the gas by Transporter, after delivery of gas to Transporter shall be and remain the exclusive property of Transporter, except as specified in Section 20 of the General Terms and Conditions.

(2) Hydrogen Sulfide and Total Sulfur: The gas shall contain not more than one quarter grain of hydrogen sulfide per one hundred cubic feet of gas. The gas shall contain not more than 0.3 grains of mercaptan sulfur per one hundred cubic feet of gas. The gas shall contain not more than 0.75 grains of total sulfur per one hundred cubic feet of gas.

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3. QUALITY (Continued)

(3) Carbon Dioxide: The gas shall contain not more than two percent by volume of carbon dioxide, except as otherwise provided in Section 3.5.

(4) Inerts: The gas shall contain not more than a combined total of three percent by volume of inerts including, but not limited to, carbon dioxide, nitrogen and oxygen, except as otherwise provided in Section 3.5.

(5) Dust, Gums, etc.: The gas shall be commercially free from objectionable odors (excluding odorant added to natural gas for safety reasons or to comply with federal and/or state regulations), solid matter, dust, gums, and gum forming constituents, or any other substance which interferes with the intended purpose of merchantability of the gas, or causes interference with the proper and safe operation of the lines, meters, regulators, or other appliances through which it may flow.

(6) Heating Value: The total gross heating value of the gas deliverable hereunder shall not be less than 985 Btu.

(7) Oxygen: The gas shall not contain in excess of one-tenth of one percent by volume of oxygen, and the parties agree to exercise every reasonable effort to keep the gas completely free of oxygen.

(8) Temperature: The temperature of the gas at the point of delivery shall not be less than forty (40) degrees Fahrenheit, and not exceed one hundred twenty degrees (120) Fahrenheit.

(9) Water: The gas delivered shall be free from liquid water and shall not contain more than seven pounds of water in vapor phase per million cubic feet.

(10) Mercury: The gas shall be free from any detectable mercury.

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3. QUALITY (Continued)

(11) Toxic or Hazardous Substance: The gas shall not contain any toxic or hazardous substance in concentrations which, in the normal use of the gas, may be hazardous to health, injurious to pipeline facilities, or be a limit to merchantability or be contrary to applicable government standards.

(12) Bacteria: The gas, including any associated liquids, shall not contain any microbiological organism, active bacteria or bacterial agent capable of causing or contributing to: (i) injury to Transporter's pipelines, meters, regulators, or other facilities and appliances through which such gas flows or (ii) interference with the proper operation of the Transporter's facilities. Microbiological organisms, include, but are not limited to, sulfate reducing bacteria (SRB) and acid producing bacteria (ACB). When bacteria or microbiological organisms are considered a possibility, Shipper(s) desiring to Nominate such gas, upon Transporter's request, shall cause such gas to be tested for bacteria or bacterial agents utilizing the American Petroleum Institute test method API-RP38 or other acceptable test method as determined by both parties.

(c) RNG delivered by Shipper to Transporter at Receipt Point mentioned in Section 3.1(a) shall conform to the following specifications and testing /monitoring requirements:

(1) RNG gas delivered into Transporter's system shall conform to the gas quality specifications set forth in Section 3.1(a) above except when Transporter, in its reasonable judgement, determines it can accept RNG: (a) containing not more than a combined total of four percent by volume of inerts including, but not limited to, carbon dioxide, nitrogen and oxygen and/or (b) with a total gross heating value of not less than 970 Btu.

(2) Transporter prohibits the delivery of RNG to Transporter's Receipt Points from any landfill permitted under the Resource Conservation and Recovery Act Subtitle C (42 U.S.C. § 6921 - 6932), whether by the United States Environmental Protection Agency or by a state under a program authorized by the United States Environmental Protection Agency ("Hazardous Waste Landfills"). A Hazardous Waste Landfill includes all continuous land and structures, and other appurtenances and improvements, on the land used for the treatment, transfer, storage, resource recovery, disposal or recycling hazardous waste management units, or combinations of these units.

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3. QUALITY (Continued)

The landfill operator shall certify in writing to Transporter that the RNG is not being produced from landfill gas collected from a Hazardous Waste landfill before delivering the RNG into Transporter's pipeline system.

(3) RNG to be delivered to and transported on Transporter's pipeline system shall be subject to periodic testing and monitoring based on the biogas source. Transporter's RNG operating policy and testing requirements for the acceptance of RNG into Transporter's system will be posted on Transporter's Designated Site.

3.2 Gas Quality at Delivery Point(s). The gas delivered by Transporter to Shipper at the Delivery Point shall be natural gas containing a gross heating value of at least 985 Btus. Such gas shall be commercially free of dust, gums, dirt, impurities and other solid matter and shall not contain more than one-quarter grain hydrogen sulfide per one hundred cubic feet as determined by using commercially available on-line analyses and/or such analytical methods that are generally accepted in industry practice; provided that Transporter may install and utilize a recording hydrogen sulfide analyzer to monitor the gas at points at which it deems such continuous monitoring to be desirable. The gas to be delivered shall not contain more than five grains of total sulfur per one hundred cubic feet, unless Transporter determines that there is a regulatory requirement for gas to be odorized upstream of the Delivery Point, in which case, the gas to be delivered shall not contain more than six grains of total sulfur per one hundred cubic feet.

The gas shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered and in no event shall have a water content in excess of seven pounds in vapor phase per million cubic feet.

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3. QUALITY (Continued)

3.3 Determination of Gross Heating Value and Component Analysis. The party operating the measurement equipment shall determine the gross heating value of the gas delivered and its component analysis at reasonable intervals. Such determination shall be made using either an on-line chromatograph or by chromatographic analysis of a representative sample of gas taken with a continuous sampler. Transporter may at its option allow the use of spot samples. If at any time and for any reason Shipper or Transporter should question the results of any spot sampling, a redetermination shall be made and the redetermination mutually acceptable to the parties shall be used; provided, however, if neither party questions such results within a period of sixty (60) days following the determination thereof, then such results shall be deemed conclusive and binding upon the parties. Btu measuring equipment shall be installed at a location or locations where the gross heating value of the gas received or delivered hereunder may be reasonably determined.

3.4 Failure to Meet Specifications. Transporter or Shipper shall have the right, exercisable by the giving of written or oral notice to the other party, to require the remedy of any failure to deliver or redeliver gas in accordance with the quality specifications set forth in Sections 3.1 and 3.2. In the event gas delivered by either party fails to conform to such specifications, as evidenced by the latest chromatograph analysis derived from an on-line chromatograph or from a sample taken manually and analyzed by a chromatograph, or from any other verifiable evidence, the receiving party may refuse to accept all or any portion of such gas.

3.5 Accepting Gas Which Fails to Meet Specifications. Transporter will accept gas that does not meet quality specifications on a non-discriminatory basis to all similarly situated Shippers, provided: 1) such acceptance does not jeopardize Transporter's ability to meet its obligations to deliver gas to downstream interconnecting pipelines or markets; and, 2) such acceptance occurs on a short-term basis as a result of an unplanned upstream event such as a plant start-up, plant upset or line freeze-off.

3.6 Gas Analysis Equipment. If Transporter, in its reasonable judgment, determines that any additional or modified Gas analysis or control equipment is needed to accurately monitor the quality of Gas received at an existing Receipt Point and control the receipt of Gas failing to conform to the applicable quality specifications, then the Shipper(s) desiring to nominate at such Receipt Point will cause the interconnecting party at such Receipt Point to install such necessary additional or modified equipment.

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3. QUALITY (Continued)

Unless otherwise mutually agreed, if Transporter installs such additional or modified Gas analysis or control equipment, the interconnecting party will provide a contribution in aid of construction to Transporter for all actual costs incurred by Transporter, and reimburse Transporter for any Related Income Taxes.

3.7 NAESB Standards Related to Gas Quality. NAESB WGQ Quadrant Electronic Delivery Mechanism Related Standards referenced below, will apply and are incorporated by reference:

NAESB WGQ Standards:  
4.3.89 through 4.3.93