

Critical Notice: March 5, 2015

Notice Identifier: 03/5/15: VK Enterprise to HPGT Toca Open Season

FT Open Season for Limited Capacity.

Rate Schedule: FT

Transportation Quantity ("TQ"): 150,000 Dth/d

Term: Open

Primary Receipt Point: 010034 – MP 289 VK Enterprise

Primary Delivery Point: 020001 – HPGT Interconnect

Rate: Maximum FT Tariff Rate

High Point Gas Transmission, LLC ("HPGT") expects capacity limitations for deliveries from VK Enterprise to HPGT Toca during the month of May 2015. The maximum available firm capacity at the MP 289 VK Enterprise meter (010034) is anticipated to be 150,000 dth/day. HPGT anticipates additional interruptible capacity MAY be available at the VK Enterprise meter depending on operating conditions during this period.

Therefore, HPGT is holding an "Open Season" for available firm transportation capacity. This open season will extend from 8 AM CDT March 12, 2015 to 5 PM CDT March 19, 2015. HPGT will award the capacity from bids received during the Open Season on the basis of net present value (NPV) determined with reference to the rate, volume, term, and the date the service is to commence. In calculating the net present value, HPGT will use the following formula.

Net Present Value (NPV) will be determined using the following formula:

$NPV = \sum_{n=1}^n [R * (1 / (1+i)^{**n})]$  where:

En = Summation of months 1 through n (Sigma)

n = term in months

R = Incremental monthly revenue

i = Monthly Discount Factor of .853 %

HPGT will have the right to aggregate bids that generate the highest net present value to HPGT.

HPGT will evaluate and rank all bids based on NPV and will award bids, best bid first, until all available capacity is awarded. In the event of a tie and unless a bidder indicates otherwise, capacity will be awarded on a pro rata basis, with all capacity being awarded to the winner(s).

Competing bids for this proposal must have identical receipt/delivery points.

Procedure:

In addition to submitting a Request for Service in accordance with Section 6.5 of HPGT's FERC Gas Tariff, Shippers will submit bids to HPGT for this FT Open Season service using the Open Season Request Form and emailing it by 5 PM CDT March 19, 2015 to the attention of Chris Whittington at [cwhittington@americanmidstream.com](mailto:cwhittington@americanmidstream.com). The forms can be found on the HPGT EBB under Customer Information/Helpful Documents/Highpoint Documents/"Open Season Offering ". Only valid requests for service under the terms of HPGT's FERC Gas Tariff will be considered. All bids will be considered binding and HPGT shall have the right to charge the winning bidder for the capacity awarded under the terms of the bid.

Shipper agrees to pay all applicable surcharges and the maximum applicable fuel and commodity charges unless otherwise specified in the bid. HPGT reserves the right not to accept bids that are at less than the maximum applicable rate.

HPGT reserves the right not to accept bids which are contingent upon the construction of facilities on HPGT's system or which are subject to any other contingencies.

Shippers should indicate in their bids the minimum volume of capacity they are willing to take in the event HPGT must prorate the bids. Shippers should indicate in their bids if their bid is contingent upon being awarded the full term of the bid or if they will accept a partial term.

HPGT will take no longer than ten (10) business days to award the bids.

If you have any questions regarding the Open Season, please contact Chris Whittington at 713 815-3920.



Attention: Chris Whittington  
919 Milam Street, Suite 2450  
Houston, TX 77002

HPGT - OPEN SEASON REQUEST FORM

The Shipper listed below hereby requests transportation services from High Point Gas Transmission (HPGT) and is providing HPGT the following information in connection with this request:

1. Shipper's full legal name: \_\_\_\_\_
2. Dun and Bradstreet number: \_\_\_\_\_
3. Date service is requested to commence: \_\_\_\_\_
4. Date service is requested to terminate: \_\_\_\_\_
5. Transportation Quantity requested: \_\_\_\_\_ Dth per day for FT service
6. Reservation Rate Bid:
7. Shipper is willing to accept a partial award of quantity in Number 5 above if prorated.  
(Circle one) YES or NO      Indicate any minimum amount in event of proration: \_\_\_\_\_
8. List any contingencies:

Shipper understands that before this request is logged in by HPGT, HPGT must receive this request form, in addition to the Request for Service form complete and unrevised as to format. Shipper hereby agrees to pay HPGT's currently effective maximum transportation rate, including any surcharges, applicable to this service or such other negotiated rate agreed upon by HPGT and Shipper. Shipper, by its signature, represents to HPGT that the information above is correct and accurate. Shipper, by its signature below, certifies (i) that it has entered into or will enter into those arrangements necessary to assure all upstream and downstream transportation will be in place prior to the commencement of service under the service agreement requested herein; (ii) that upon the commencement of transportation hereunder, but not as a condition precedent thereto, Shipper will provide the names of all upstream and downstream transporters involved in the transportation of gas hereunder as part of its nomination information; (iii) that Shipper has title or a current contractual right to acquire title to the gas to be delivered to HPGT; and (iv) that Shipper recognizes that this is a binding bid.

Very truly yours,

By \_\_\_\_\_

Date \_\_\_\_\_

**6.5. REQUESTS FOR SERVICE**

**6.5.1 Request for Service Form**

Each Shipper requesting service under one of the rate schedules in this FERC Gas Tariff shall provide the following information:

- a. Shipper's Name: \_\_\_\_\_  
(legal name of signatory party)  
State of Incorporation: \_\_\_\_\_  
(if applicable)  
(Or) Other Legal Description: \_\_\_\_\_  
(e.g., partnership)

Shipper is: (check one)

- |                          |                 |                          |                     |
|--------------------------|-----------------|--------------------------|---------------------|
| <input type="checkbox"/> | LDC/Distributor | <input type="checkbox"/> | Intrastate Pipeline |
| <input type="checkbox"/> | Producer        | <input type="checkbox"/> | Interstate Pipeline |
| <input type="checkbox"/> | End User        | <input type="checkbox"/> | Marketer            |
|                          | Other: _____    |                          |                     |

Is Shipper affiliated with High Point?

Yes       No

If yes, list type and extent of affiliation.

\_\_\_\_\_

Is the supplier of gas to be transported in any transaction associated with this request affiliated with High Point?

Yes       No

If yes, list the name of the supplier and the extent of affiliation with High Point.

\_\_\_\_\_

b. Requesting Party's Name: \_\_\_\_\_  
(if different than Shipper)

c. Shipper Contacts:

	Notices	Invoicing	Nominations
Name:	_____	_____	_____
Title:	_____	_____	_____
Street	_____	_____	_____
Address:	_____	_____	_____
Mailing	_____	_____	_____
Address:	_____	_____	_____
Telephone:	_____	_____	_____
Fax:	_____	_____	_____
E-mail:	_____	_____	_____

24-Hour Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

Internet Address: \_\_\_\_\_

**SERVICE INFORMATION**

d. Request is for:

\_\_\_\_\_ New Service

\_\_\_\_\_ Amendment to Service Agreement No. \_\_\_\_\_

e. Service Type:

\_\_\_\_\_ Firm Service (Rate Schedule FTS)

\_\_\_\_\_ Interruptible Service (Rate Schedule ITS)

\_\_\_\_\_ Pooling Service (Rate Schedule PS)

\_\_\_\_\_ Park and Loan Service (Rate Schedule PAL)

f. Primary Term:

Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_

- \_\_\_\_\_ Secondary Term (if appropriate):
- \_\_\_\_\_ Month to Month, upon termination of primary term subject to thirty (30) days prior written notice by either party.
- \_\_\_\_\_ Year to year, upon termination of primary term subject to thirty (30) days prior written notice by either party.
- \_\_\_\_\_ Other:  
upon termination of primary term subject to thirty (30) days prior written notice by either party.

- g. Transportation Quantities:  
Firm Service Maximum Daily Reservation Quantity \_\_\_\_\_ Dth  
Interruptible Service Maximum Daily Transportation Quantity \_\_\_\_\_ Dth
- h. Estimated Transportation Quantity Over Primary Term  
\_\_\_\_\_ Dth.

RECEIPT/DELIVERY POINTS

- | i. | Receipt Point(s) : | Maximum Daily Quantity/Dth |
|----|--------------------|----------------------------|
|    | _____              | _____                      |
|    | _____              | _____                      |
|    | _____              | _____                      |
|    | _____              | _____                      |
- 
- | j. | Delivery Point(s): | Maximum Daily Quantity/Dth |
|----|--------------------|----------------------------|
|    | _____              | _____                      |
|    | _____              | _____                      |

k. Send completed requests to:

By Mail, Courier or Overnight Delivery:

High Point Gas Transmission, LLC  
919 Milam, Suite 2400  
Houston, TX 77002  
Attn: Manager, Commercial Operations  
Telephone No.:  
Fax No.:

### SHIPPER AUTHORIZATIONS

Shipper hereby agrees to abide by the terms of High Point's FERC Gas Tariff, and the rate schedules and General Terms and Conditions that are part of High Point's FERC Gas Tariff. Shipper further agrees that High Point may make an inquiry into Shipper's creditworthiness and obtain adequate assurances of Shipper's solvency and ability to fulfill its payment obligations. Shipper has provided herewith, credit information including, but not limited to, three (3) trade references and Shipper's most recent audited or otherwise verified financial statements, annual report, and Form 10-K, list of affiliates, trade reference ratings, credit bureau reports or alternate credit information sufficient to demonstrate that Shipper will be able to meet its financial obligations under the requested rate schedule. Shipper agrees and acknowledges that High Point may refuse to provide service pursuant to this Request for Service if Shipper fails to provide the information sought by High Point that, in High Point's reasonable judgment, assures High Point of Shipper's solvency and ability to perform its obligations under any Service Agreement, or if Shipper is unable to or fails to demonstrate creditworthiness.

Shipper's Authorized Signature

Name: \_\_\_\_\_

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

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

#### 6.5.2 Incomplete Service Forms

Request for Service forms received by High Point that do not contain all the information specified in Section 6.5.1 of the General Terms and Conditions, including credit information sufficient to demonstrate that a Shipper will be able to meet its financial obligations under the requested rate schedule, will be considered incomplete. High Point will notify Shipper in writing of any deficiencies of a request, and Shipper shall provide the additional information required for

a valid request within thirty (30) days. Incomplete requests for service that are not completed within thirty (30) days of a deficiency notification shall be deemed a nullity for all present and future purposes.