

March 9, 2018

Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20046

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming Transportation Service Agreement;
Colorado Interstate Gas Company, L.L.C.
Docket No. RP18-

Commissioners:

Colorado Interstate Gas Company, L.L.C. ("CIG) tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed in the attached Appendix A to its FERC Gas Tariff, Second Revised Volume No. 1 ("Tariff"). Proposed with an effective date of March 1, 2018, the tariff records update CIG's Tariff to reflect a permanent capacity release transaction associated with a non-conforming transportation service agreement ("TSA") held by Cross Timbers Energy Services, Inc. ("Cross Timbers") to Concord Energy LLC ("Concord").

Reason for Filing

Pursuant to Section 154.112(b) of the Commission's regulations, CIG is required to file any TSA with non-conforming provisions and reference such agreements in its Tariff. As described below, CIG is submitting the following Concord TSA.

On August 31, 2017, XTO Energy Inc. ("XTO") (formerly Cross Timbers Energy Services, LLC) and Timber Creek Energy LLC ("Timber Creek") filed a joint petition in Docket No. RP17-1015-000 requesting waiver of certain regulatory requirements, as well as waiver of CIG's tariff provisions implementing the Commission's capacity release requirements, necessary to permanently release capacity as part of a complex commercial transaction. In an order dated September 27, 2017, the Commission granted the requested waivers to remain in effect until the earlier of 120 days following the date of the Commission order or the date the transaction was complete.¹

Subsequently, on January 23, 2018, XTO, Timber Creek, Concord and CIG submitted a joint petition requesting an amendment and an extension of the September 27, 2017 grant of temporary waiver to allow the release of the capacity

¹ See *XTO Energy, Inc. and Timber Creek Energy LLC*, 160 FERC ¶ 61,120 (2017).

to Concord, rather than to Timber Creek, and to address the additional credit support that would be necessary to allow CIG to be financially indifferent. The Commission issued an order approving a 60 day extension of the original 120 day waiver period to enable the parties to finalize commercial transactions related to the permanent capacity release and approving the other requested modifications.²

On March 5, 2018, CIG and Concord fully electronically executed replacement firm transportation service agreement No. 214093-TF1CIG (“Replacement TSA”) reflecting the permanent release of Cross Timbers’ TSA No. 33618000-TF1CIG³ to Concord.

Description of Replacement Agreement

The Replacement TSA provides firm transportation service on CIG’s mainline system with a primary receipt point at the Purgatoire Meter Station to the primary delivery point of Bowie located at the Cheyenne Hub. The Replacement TSA includes a Maximum Delivery Quantity of 15,000 Dth per day effective on March 1, 2018 and terminating on May 31, 2022. This Replacement TSA includes the same transportation service rates as TSA No. 33618000 and retains the same specified secondary points of receipt and delivery at the original contract rates.

CIG and Concord have agreed to update various provisions as commercially necessary to reflect the permanent capacity release.⁴ The Replacement TSA has also been modified to align it with CIG’s Rate Schedule TF-1 Form of Service Agreement (“Pro Forma”).⁵

The Replacement TSA incorporates the same previously reviewed and accepted non-conforming provisions addressing right of first refusal, one-time renewal, most favored nation rights, and certain footnotes on Exhibit B contained in TSA No.33618000. The Replacement TSA does, however, modify the creditworthiness provision, as described in the joint petition and as more fully described below.

Modification of Creditworthiness Provision

CIG and Concord have modified the creditworthiness provision shown in paragraph 17 of the Replacement TSA. Originally, paragraph 17 provided three options for demonstrating creditworthiness which differed from the provisions of the Tariff.⁶ In the Replacement TSA, CIG and Concord have agreed to retain one of

² See *XTO Energy, Inc. and Timber Creek Energy LLC*, 162 FERC ¶ 61,095 (2018).

³ The Cross Timbers TSA was most recently reviewed and accepted by the Commission in *Colorado Interstate Co.*, Docket No. RP16-1218 (September 29, 2016) (unpublished letter order).

⁴ The Replacement TSA has updated the contact information, the term of the agreement and the impact on prior agreement provisions in the TSA. See paragraphs 9, 10, 11 and 12.

⁵ Specifically, Paragraph 3 now reflects CIG’s Pro Forma language. Appendix C includes a redline showing changes from TSA No. 33618000 to the Replacement TSA.

⁶ See the General Terms of Conditions, Section 4.14. CIG’s Tariff describes creditworthiness requirements which provide that a shipper must provide information to satisfy CIG that the

the three creditworthiness options in paragraph 17 wherein Concord shall maintain an irrevocable letter of credit acceptable to CIG in an amount equal to the remaining anticipated charges under the Replacement TSA. CIG respectfully requests that the Commission accept this non-conforming contract provision as it does not affect service to any other shipper and is not unduly discriminatory and is consistent with the previously reviewed and accepted provision.

Tariff Provisions

CIG is submitting in this filing, pursuant to Subpart C of Part 154 of the Commission's Regulations,⁷

Part I, Section 1 – Table of Contents and Part VII: Non-Conforming, Title Page are updated to include references to TSA No. 214093-TF1CIG with Concord.

Part VII, Sections 1.0 through 1.2 are updated to remove Cross Timbers TSA No. 33618000 and to incorporate the Replacement TSA into CIG's Tariff.⁸

Procedural Matters

Inasmuch as this filing is fully described in this transmittal letter, the statement of the nature, the reasons and the basis for the instant tariff filing required by 18 C.F.R. § 154.7(a)(6) (2017) of the Commission's regulations is omitted.

In accordance with the applicable provisions of Part 154 of the Commission's regulations, CIG is submitting an eTariff XML filing package containing the proposal in electronic format;

- a) a transmittal letter;
- b) Appendix A, a list of the updated tariff records;
- c) Appendix B, a marked copy noting differences from TSA No. 33618000 to the Replacement TSA;
- d) Appendix C, a marked copy of the Replacement TSA to CIG's Pro Forma; and
- e) clean and marked versions of the tariff sections in PDF format.

CIG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on March 1, 2018, the effective date of the Replacement TSA. The Replacement TSA is among the commercial arrangements required to complete the transaction described in the Commission's February 8, 2018 order. Under these circumstances, good cause exists to waive

shipper is creditworthy. The original paragraph 17 creditworthiness provision with Cross Timbers (i.e., an anchor shipper) was necessary to support the construction and continued operation of the Raton Expansion Project. See Order Issuing Certificate, 131 FERC ¶ 61,086 (2010).

⁷ 18 C.F.R. § 154.101 *et seq.* (2017).

⁸ CIG is also modifying tariff record header information to reflect the Replacement TSA.

the notice requirements as set forth in Section 154.207 to permit the Replacement TSA to become effective March 1, 2018.

With respect to any tariff provision the Commission allows to go into effect without change, CIG hereby moves to place the tendered tariff provisions into effect at the end of the suspension period, if any, specified by the Commission.

Additionally, pursuant to 18 C.F.R. § 154.7(a)(6) (2017) of the Commission's regulations, CIG respectfully requests that the Commission grant all other waivers necessary to effectuate this filing.

Correspondence and communications concerning this filing should be directed to:

Mr. Francisco Tarin
Director, Regulatory
Colorado Interstate Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 667-7517
Facsimile: (719) 520-4697
CIGRegulatoryAffairs@kindermorgan.com

Mr. Mark A. Minich
Assistant General Counsel
Colorado Interstate Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 520-4416
Facsimile: (719) 520-4898
Mark_Minich@kindermorgan.com

These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure.

The undersigned hereby certifies that he has read this filing and knows (i) the contents of such filing and the attachments; (ii) that the contents as stated in the filing and in the attachments are true to the best of his knowledge and belief; and (iii) that he possesses full power and authority to sign this filing.

Respectfully submitted,

COLORADO INTERSTATE GAS COMPANY,
L.L.C.

By _____/s/_____
Francisco Tarin
Director
Regulatory

Enclosures

Certificate of Service

I hereby certify that I have this day caused a copy of the foregoing document to be served upon all shippers on CIG's system and interested state regulatory commissions, in accordance with the requirements of Sections 154.208 and 385.2010 of the Commission's Rules of Practice and Procedures.

Dated at Colorado Springs, Colorado as of this 9th day of March, 2018.

/s/

Francisco Tarin

Post Office Box 1087
Colorado Springs, CO 80944
(719) 667-7517

COLORADO INTERSTATE GAS COMPANY, L.L.C
Non-Conforming Agreement Filing
RP18-____

Second Revised Volume No. 1

Part I	Section 1	Table of Contents	Version 26.0.0
Part VII		Non-Conforming	Version 14.0.0
Part VII	Section 1	Concord Energy LLC	Version 5.0.0
Part VII	Section 1.1	Concord Energy LLC #214093 Exhibit A	Version 5.0.0
Part VII	Section 1.2	Concord Energy LLC #214093 Exhibit B	Version 5.0.0

Appendix B

~~Firm Transportation Service Agreement~~
~~Rate Schedule~~ FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF--1

between

~~Colorado Interstate Gas Company~~ COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

~~Cross Timbers Energy Services, Inc.~~
CONCORD ENERGY LLC
(Shipper)

DATED: ~~March 16, 2016~~ February 27, 2018

Transportation Service Agreement
Rate Schedule TF-1

Dated: ~~March 16, 2016~~February 27, 2018

_____ The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** ~~CROSS TIMBERS ENERGY SERVICES, INC.~~CONCORD ENERGY LLC
3. **Applicable Tariff and Incorporation ~~of~~ Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("~~the~~ Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement ~~and not defined elsewhere~~ have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes _____ No X
9. **Maximum Delivery Quantity (MDQ):**

MDQ (Dth/day)	Effective
15,000	10/01/16 – 05/31/22 <u>March 1, 2018 to May 31, 2022</u>

10. **Term of Firm Transportation Service:** Beginning: ~~December~~March 1, 2018~~2018~~

_____ Ending: Ending: May 31, 2022

Right of First Refusal: Shipper shall have a contractual right of first refusal at the end of the initial term of this Agreement, and any extension thereof, to be applicable to Shipper's MDQ in effect at that time, from Transporter's Purgatoire (PGT) Point of Receipt to Transporter's Bowie (BOW) Point of Delivery, exercisable in accordance with the notice provisions included in the Tariff then in effect at Shipper's initial rate set forth in this Agreement.

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

~~Cross Timbers Energy Services, Inc.
810 Houston Street, Suite 2000
Fort Worth, Texas 76102
CONCORD ENERGY LLC
707 17TH STREET, SUITE 3020
DENVER, CO 80202
Attn: ~~Tim Beggans~~ Marcus Divita~~

All Notices:

~~Cross Timbers Energy Services, Inc.
810 Houston Street, Suite 2000
Fort Worth, Texas 76102
CONCORD ENERGY LLC
707 17TH STREET, SUITE 3020
DENVER, CO 80202
Attn: ~~Tim Beggans~~ William (Skip) Warburton~~

To Transporter:

See "Points of Contact" in the Tariff.

12. ~~**Effect on priorPrior Agreement** When(s):~~ None, however, this Agreement becomes effective, it shall supersede and cancel the following agreement between the Parties: The capacity was obtained through a permanent release of Firm Transportation Service Agreement No. 33618000-TF1CIG, by XTO Energy Inc. (formerly Cross Timbers Energy Services, Inc.), per FERC order Docket No. RP17-1015-0000.

~~13. **Municipality Limited Liability:** N/A.~~

~~14. **between**Governing Law:~~ Transporter and Shipper dated December 1, 2011, referred to as Transporter's Agreement No. 33618000B expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

~~13. **Application of Tariff Provision:** N/A.~~

~~14. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of the Tariff (as it may be amended pursuant to Section 13 of the Agreement).~~

15. **One-Time Renewal:** Shipper shall be provided a one-time contractual right to extend the term of this Agreement for a period of five years at the initial rate for all of Shipper's MDQ with notice of such renewal to be given on or before May 31, 2021.

16. **Most Favored Nation Rights:** Pursuant to this "Most Favored Nations" provision, Shipper's total rate (including reservation charges, commodity charges and surcharges) for transportation from Transporter's Purgatoire (PGT) Point of Receipt to Transporter's Bowie (BOW) Point of Delivery shall not be greater than the lowest negotiated or discounted rate for firm service utilizing the North Raton Lateral to which Transporter contractually commits with any other shipper from Transporter's Purgatoire (PGT) Point of Receipt to Transporter's Bowie (BOW) Point of Delivery for a term equal to or shorter than the remaining initial term of Shipper's service agreement, excluding rates applicable

to (i) short-term transactions (fewer than 12 consecutive months); and (ii) seasonal transactions. For purposes of this provision the term "rates" shall include the Reservation Charge, the Commodity Charge and all reservation and commodity surcharges. Rates for services using capacity release, discounts granted to secondary points or rates resulting from the exercise of a ROFR will not trigger any rights or obligations under this Section 16. If the provisions of this Section 16 are triggered, the then-existing rate under this Agreement shall be reduced to the same level as such other negotiated or discounted rates, for the applicable term of the triggering rate in the service agreement with the other shipper. Shipper's Most Favored Nations rate protections shall continue from December 1, 2010 and expire on May 31, 2022 (regardless whether Shipper exercises any term extension rates it may have).

17. **Creditworthiness:** Shipper shall maintain ~~sufficient evidence~~ an irrevocable letter of satisfaction of creditworthiness throughout credit acceptable to Transporter; in an amount equal to the term of remaining anticipated charges under this Agreement, ~~as follows:~~

Agreement No. ~~33618000213XXX~~-TF1CIG

- ~~(a) a demonstration that: (i) Shipper's senior unsecured debt securities are rated at least BBB by Standard & Poor's Corporation ("S&P") or Baa3 by Moody's Investor Service ("Moody's") or Shipper's long-term issuer rating is at least A- by S&P or A3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's; and (iii) a sum of 12 months of anticipated charges under this Agreement is less than 10% of Shipper's tangible net worth; or~~
- ~~(b) a demonstration that the sum of 60 months of anticipated charges is less than 10% of Shipper's tangible net worth, and a demonstration that the Shipper's credit and financial history and outlook are acceptable to Transporter. Such determination shall be based upon Transporter's evaluation of: (i) Shipper's financial statements and auditors notes, annual report to shareholders, and annual report to regulators; (ii) trend analysis of financial ratios; (iii) bank and trade references or other information obtained that is relevant to Shipper's current and future financial strength and its ability to pay its obligations in a timely manner; (iv) Shipper's payment history to Transporter for services provided to Shipper; (v) whether Shipper is subject to any proceedings under any laws pertaining to bankruptcy, insolvency, liquidation, or debt reduction procedures and (vi) whether Shipper is subject to any recently filed substantial litigation either against Shipper or affecting Shipper's business prospects.~~
- ~~(c) As an alternative Shipper may satisfy its creditworthiness obligation by providing and maintaining, at its option: (i) an irrevocable letter of credit acceptable to Transporter; or (ii) a deposit in advance; or (iii) an irrevocable, unconditional guarantee acceptable to Transporter issued by another person or entity which satisfies the creditworthiness standards set forth in this section. Such letter of credit, deposit, or guarantee shall be equal to one year of the anticipated charges.~~

—IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

Transporter: _____ **Shipper:** _____

TRANSPORTER: _____ **SHIPPER:** _____

COLORADO INTERSTATE GAS COMPANY, L.L.C. _____ **CONCORD ENERGY LLC**
INC. _____ **CROSS TIMBERS ENERGY SERVICES,**

By: _____ By: _____

Will W. Brown
Vice President

Name: _____

Title: _____

1

2

3

4

Accepted and agreed to this

Accepted and agreed to this

____ 5 _____ 6 _____ 7 8 _____ day of _____, 2016 _____, 2018. _____ day of _____, 2016. _____, 2018.

Exhibit ~~EXHIBIT~~ **A**
to
~~Firm Transportation Service Agreement~~
~~Rate Schedule~~ FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF--1
between
Colorado Interstate Gas Company
COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
~~Cross Timbers Energy Services, Inc.~~
CONCORD ENERGY LLC
(Shipper)

~~Dated: March 16, 2016~~

DATED: February 27, 2018

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)

<i>Primary Point(s) of Receipt (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Minimum Receipt Pressure (p.s.i.g.) (4)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800556 CTES/CIG (PGT) Purgatoire	(See ¶9)	(See ¶9)	Sufficient pressure to enter Transporter's Facilities	1,308

<i>Primary Point(s) of Delivery (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Minimum Delivery Pressure (p.s.i.g.) (4)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
800104 WIC/CIG (BOW) Bowie	(See ¶9)	(See ¶9)	920	1,440

NOTES:

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's ~~Electronic Bulletin Board~~ electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this ~~Transportation Service Agreement~~ transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

EXHIBIT B

to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1
 between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and

~~**Cross Timbers Energy Services, Inc.**~~

CONCORD ENERGY LLC
 (Shipper)

~~Dated: March 16, 2016~~
DATED: February 27, 2018

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>R₁ Reservation Rate (1)</i>	<i>Commodity Rate</i>	<i>Authorized Overrun Rates</i>	<i>Fuel Reimbursement</i>	<i>Surcharges</i>
Purgatoire (PGT)	Bowie (BOW)	(See ¶9)	(1a) (5)	(2) (5)	(2)	(3)	(4)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>R₁ Reservation Rate (1)</i>	<i>Commodity Rate</i>	<i>Fuel Reimbursement</i>	<i>Surcharges</i>
All Picketwire Lateral Points of Receipt & all Points of Receipt on Transporter's Lines 5c and 212	Arrowhead (AHD) Bowie (BOW) Dover (DOV) Lodgepole (LPM) Ponderosa (PON) Red Cloud (RCD) Tomahawk (TOM)	(See ¶9)	(1a) (5)	(2) (5)	(3)	(4)
All	All	(See ¶9)	(1) (5)	(2) (5)	(3)	(4)

Exhibit B (Cont.)

NOTES:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service on Transporter's mainline plus the TF-1 North Raton Lateral Zones 1 and 2, as such rates may be changed from time to time. Service using Transporter's High Plains Lateral facilities shall be subject to the maximum High Plains incremental Reservation and Commodity Rates.
- (1a) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rate for the TF-1 North Raton Lateral Zones 1 and 2, as such rates may be changed from time to time, plus a discounted rate of \$2.22 per Dth for service on Transporter's mainline, subject to the maximum and minimum rates for service as described under Transporter's Rate Schedule TF-1 Reservation Rate.
- (2) Unless otherwise agreed by the Parties in writing, the commodity rate for service shall be Transporter's maximum rates for service on each portion of the Transporter's pipeline system used for the delivery of Shipper's gas.
- (3) Fuel Reimbursement shall be as stated on Transporter's Schedule of Surcharges and Fees in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Quantities scheduled by Transporter from/to Primary and/or Secondary or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.
- (4) **Surcharges, If Applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Schedule of Surcharges and Fees in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:
The Gas Quality Control Reservation Rate and commodity rate shall be assessed pursuant to Section 17.4 of the General Terms and Conditions of the Tariff.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.
- (5) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

Appendix C

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

CONCORD ENERGY LLC
(Shipper)

DATED: February 27, 2018

Transportation Service Agreement

Rate Schedule TF-1

Dated: February 27, 2018

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.**
2. **Shipper: CONCORD ENERGY LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes _____ No X
9. **Maximum Delivery Quantity (MDQ):**

MDQ (Dth/day)	Effective
15,000	March 1, 2018 - May 31, 2022

10. **Term of Firm Transportation Service:** Beginning: March 1, 2018
Ending: May 31, 2022

Right of First Refusal: Shipper shall have a contractual right of first refusal at the end of the initial term of this Agreement, and any extension thereof, to be applicable to Shipper's MDQ in effect at that time, from Transporter's Purgatoire (PGT) Point of Receipt to Transporter's Bowie (BOW) Point of Delivery, exercisable in accordance with the notice provisions included in the Tariff then in effect at Shipper's initial rate set forth in this Agreement.

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

CONCORD ENERGY LLC
1401 17th #1500
Denver, CO 80202
Attn: Accounts Payable

All Notices:

CONCORD ENERGY LLC
1401 17th #1500
Denver, CO 80202
Attn: Contract Administration

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** None, however, this capacity was obtained through a permanent release of capacity by XTO Energy Inc. (formerly Cross Timbers Energy Services, Inc.), Transporter Agreement No. 33618000-TF1CIG, per FERC order Docket No. RP17-1015-000.
13. **Municipality Limited Liability:** N/A.
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
15. **One-Time Renewal:** Shipper shall be provided a one-time contractual right to extend the term of this Agreement for a period of five years at the initial rate for all of Shipper's MDQ with notice of such renewal to be given on or before May 31, 2021.
16. **Most Favored Nation Rights:** Pursuant to this "Most Favored Nations" provision, Shipper's total rate (including reservation charges, commodity charges and surcharges) for transportation from Transporter's Purgatoire (PGT) Point of Receipt to Transporter's Bowie (BOW) Point of Delivery shall not be greater than the lowest negotiated or discounted rate for firm service utilizing the North Raton Lateral to which Transporter contractually commits with any other shipper from Transporter's Purgatoire (PGT) Point of Receipt to Transporter's Bowie (BOW) Point of Delivery for a term equal to or shorter than the remaining initial term of Shipper's service agreement, excluding rates applicable to (i) short-term transactions (fewer than 12 consecutive months); and (ii) seasonal transactions. For purposes of this provision the term "rates" shall include the Reservation Charge, the Commodity Charge and all reservation and commodity surcharges. Rates for services using capacity release, discounts granted to secondary points or rates resulting from the exercise of a ROFR will not trigger any rights or obligations under this Section 16. If the provisions of this Section 16 are triggered, the then-existing rate under this Agreement shall be reduced to the same level as such other negotiated or discounted rates, for the applicable term of the triggering rate in the service agreement with the other shipper. Shipper's Most Favored Nations rate protections shall continue from December 1, 2010 and expire on May 31, 2022 (regardless whether Shipper exercises any term extension rates it may have).
17. **Creditworthiness:** Shipper shall maintain an irrevocable letter of credit acceptable to Transporter; in an amount equal to the remaining anticipated charges under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

Accepted and agreed to this

_____ day of _____, 2018.

SHIPPER:

CONCORD ENERGY LLC

Accepted and agreed to this

_____ day of _____, 2018.

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
CONCORD ENERGY LLC
(Shipper)

DATED: February 27, 2018

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
Effective Dates: (See ¶9)

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Minimum Receipt Pressure (p.s.i.g.) (4)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800556 XTO ENER/CIG (PGT) PURGATOIRE	15,000	Sufficient Pressure to Enter Transporter's Facilities	1308

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Minimum Delivery Pressure (p.s.i.g.) (4)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
800104 WIC/CIG (BOW) BOWIE WELD	15,000	920	1440

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
CONCORD ENERGY LLC
(Shipper)

DATED: February 27, 2018

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)</i>	<i>Commodity Rate</i>	<i>Authorized Overrun Rates</i>	<i>Fuel Reimbursement</i>	<i>Surcharges</i>
Purgatoire (PGT)	Bowie (BOW)	(See ¶9)	(1a) (5)	(2) (5)	(2)	(3)	(4)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)</i>	<i>Commodity Rate</i>	<i>Fuel Reimbursement</i>	<i>Surcharges</i>
All Picketwire Lateral Points of Receipt & all Points of Receipt on Transporter's Lines 5c and 212	Arrowhead (AHD) Bowie (BOW) Dover (DOV) Lodgepole (LPM) Ponderosa (PON) Red Cloud (RCD) Tomahawk (TOM)	(See ¶9)	(1a) (5)	(2) (5)	(3)	(4)
All	All	(See ¶9)	(1) (5)	(2) (5)	(3)	(4)

EXHIBIT B
(Cont.)

NOTES:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service ~~under Rate Schedule TF-1 or other superseding Rate Schedules, on Transporter's mainline plus the TF-1 North Raton Lateral Zones 1 and 2~~, as such rates may be changed from time to time. ~~Service using Transporter's High Plains Lateral facilities shall be subject to the maximum High Plains incremental Reservation and Commodity Rates. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.~~

- (1a) ~~As provided for in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rates(s) _____ which shall be payable regardless of quantities transported. The rates(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided for in Transporter's Tariff. Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rate for the TF-1 North Raton Lateral Zones 1 and 2, as such rates may be changed from time to time, plus a discounted rate of \$2.22 per Dth for service on Transporter's mainline, subject to the maximum and minimum rates for service as described under Transporter's Rate Schedule TF-1 Reservation Rate.~~

- (2) ~~Unless otherwise agreed by the Parties in writing, the commodity rate for service shall be Transporter's maximum rates for service on each portion of the Transporter's pipeline system used for the delivery of Shipper's gas.~~

- (3) Fuel Reimbursement shall be as stated on ~~Part II, Statement of Rates, Transporter's Schedule of Surcharges and Fees~~ in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. ~~Quantities scheduled by Transporter from/to Primary and/or Secondary or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.~~

- (4) **Surcharges, If Applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in ~~Part II: Statement of Rates the Schedule of Surcharges and Fees~~ in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:
The Gas Quality Control ~~r~~Reservation ~~r~~Rate and commodity rate shall be assessed pursuant to Section ~~33.4~~17.4 of the General Terms and Conditions of the Tariff. ~~Reservation rate(s) shall be payable regardless of quantities transported.~~

- ACA:**
The ACA Surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

- (5) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

CLEAN TARIFF SECTIONS

TABLE OF CONTENTS

Part I – Overview

- Section 1 Table of Contents
- Section 2 Preliminary Statement
- Section 3 Map
- Section 4 Points of Contact

Part II – Statement of Rates

- Section 1 Service Rates
 - Section 1.1 Firm Transportation Rate Schedules
 - Section 1.2 No Notice Transportation Rate Schedules
 - Section 1.3 Transportation - Storage Balancing Rate Schedules
 - Section 1.4 Firm Storage Rate Schedules
 - Section 1.4 Interruptible Transportation Rate Schedules
 - Section 1.6 Interruptible Storage Rate Schedules
 - Section 1.7 Interruptible Swing Service Rate Schedules
 - Section 1.8 Other Services Rate Schedules
 - Section 1.9 Surcharges
- Section 2 Fuel and L&U Rates
- Section 3 Footnotes
- Section 4 Statement of Negotiated Rates

Part III – Rate Schedules

- Section 1 TF-1 Transportation Service - Firm
- Section 2 TF-4 Transportation Service - Firm
- Section 3 TF-HP High Plains Transportation Service – Firm
- Section 4 NNT-1 No-Notice Transportation and Storage Service
- Section 5 NNT-2 No-Notice Transportation and Storage Service
- Section 6 TSB-Y Young Transportation-Storage Balancing Service
- Section 7 TSB-T Totem Transportation-Storage Balancing Service
- Section 8 FS-1 Firm Storage Service
- Section 9 FS-Y Firm Young Storage Service
- Section 10 FS-T Firm Totem Storage Service
- Section 11 TI-1 Transportation Service - Interruptible
- Section 12 TI-HP High Plains Transportation Service - Interruptible
- Section 13 PAL-1 Parking and Lending Service - Interruptible
- Section 14 APAL-1 Automatic Interruptible Parking and Lending Service
- Section 15 IS-1 Storage Service - Interruptible
- Section 16 IS-Y Interruptible Young Storage Service
- Section 17 IS-T Interruptible Totem Storage Service
- Section 18 SS-1 Swing Service - Interruptible
- Section 19 SS-HP High Plains Swing Service – Interruptible

Section 20	HSP-1	Headstation Pooling Service
Section 21	HUB-1	Cheyenne Station HUB Service
Section 22	CS-1	Cheyenne Firm Compression Service
Section 23	S-1	General Unbundled Sales Service
Section 24	PAL-HP	High Plains Parking and Lending Service – Interruptible

Part IV – General Terms and Conditions

Section 1	Definitions
Section 2	Measurement
Section 3	Quality
Section 4	Requests for Services
Section 4.1	Requests for Service
Section 4.2	Capacity Reserved for Future Expansions/Extension Projects
Section 4.3	Off-System Capacity
Section 4.4	Electronic Execution of Agreements
Section 4.5	Amendment
Section 4.6	Right of First Refusal
Section 4.7	Shipper Notice of Intent to Renew
Section 4.8	Carryover of Rights Upon Conversion
Section 4.9	Right of First Refusal Clause in Firm Agreement
Section 4.10	Capacity Sold on an Interim Basis
Section 4.11	Early Termination
Section 4.12	Extension of Agreement Term
Section 4.13	Increment of Capacity Extension Rights
Section 4.14	Creditworthiness
Section 4.15	Correlative Discounts
Section 4.16	Discounting
Section 4.17	Nonconforming Negotiated Rates
Section 4.18	Governmental Regulation
Section 4.19	Assignment
Section 4.20	Blanket Certificate Authority
Section 4.21	Agents
Section 4.22	Governmental Authorization
Section 4.23	Regulatory Authority
Section 4.24	Governing Law
Section 4.25	Termination Obligations
Section 5	Service Conditions

Section 6	Nominations and Scheduling Procedures
Section 6.1	Procedures and Deadlines
Section 6.2	Confirmation and Scheduling Criteria
Section 6.3	Transportation Service Scheduling of Receipts and Deliveries and Allocation of Capacity
Section 6.4	Storage Service
Section 6.5	Requests for Intraday Variable Deliveries
Section 6.6	Rate Schedule PAL-1, PAL-HP and APAL-1 Nominations and Confirmations
Section 6.7	Pooling Nominations
Section 6.8	HUB Nominations
Section 6.9	Title Transfer Tracking Service
Section 6.10	Planning Information
Section 7	Responsibility for Gas and Products
Section 8	Operating Conditions
Section 8.1	Firm Transportation Service
Section 8.2	Interruptible Transportation Service
Section 8.3	Storage Service
Section 9	Capacity Release Program
Section 9.1	Purpose
Section 9.2	Applicability
Section 9.3	Availability of Released Capacity
Section 9.4	Qualification for Participation
Section 9.5	Capacity Release Requests
Section 9.6	Releases Assigned on the Basis of an Open Season
Section 9.7	Prearranged Releases
Section 9.8	Notice by Shipper Electing to Release Capacity on an Open Season Basis
Section 9.9	Notice by Shipper Electing to Release Capacity on a Prearranged Basis
Section 9.10	Term of Released Capacity
Section 9.11	Bids for Released Capacity Subject to Open Season
Section 9.12	Awarding of Released Capacity
Section 9.13	Recalls and Reputs of Capacity
Section 9.14	Execution of Agreements or Amendments
Section 9.15	Notice of Completed Transactions
Section 9.16	Effective Date of Release and Acquisition
Section 9.17	Rates
Section 9.18	Marketing Fee
Section 9.19	Billing
Section 9.20	Compliance by Replacement Shipper
Section 9.21	Obligations of Releasing Shipper
Section 9.22	Refunds
Section 9.23	Administrative Costs
Section 9.24	Charges for use of Segmentation Point(s) or Secondary Point(s)

Section 10	Imbalance Management
Section 10.1	Imbalances
Section 10.2	Imbalance Adjustments
Section 10.3	Operational Balancing Agreement
Section 10.4	Determination of Deliveries
Section 10.4	Cash-Out
Section 11	System Operational Parameters
Section 11.1	Monthly Operating Plan
Section 11.2	Critical Operating Procedures
Section 11.3	Operational Flow Orders
Section 11.4	Corrective Action by Transporter
Section 11.5	Force Majeure
Section 11.6	Alterations and Repairs
Section 12	Billing and Payment
Section 13	Fuel and L&U
Section 14	Penalties
Section 15	Revenue Sharing Mechanism
Section 16	Reservation Charge Credit
Section 17	Annual Charge Adjustment Surcharge
Section 18	Waivers
Section 19	Descriptive Heading
Section 20	Electronic Bulletin Board
Section 21	Affiliate-Related Information
Section 22	Peak Off-Peak Rates
Section 23	Docket No. RP16-1022 Settlement Provisions
Section 24	Taxes
Section 25	Indemnification/Liability
Section 26	Complaint Procedures
Section 27	Warranty
Section 28	Operational Purchases and Sales
Section 29	Curtailed (NGA Policy of 1978)
Section 30	Specified Delivery Points
Section 31	Electric Power Costs (EPC)
Section 32	Compliance with 18 CFR, Section 284.12
Section 33	Miscellaneous Surcharges

Part V – Form of Service Agreements

(Explanation of Agreement Tariff Sections)

Section 1	Rate Schedule TF-1
Section 2	Rate Schedule TF-4
Section 3	Rate Schedule TF-HP
Section 4	Rate Schedule NNT-1
Section 5	Rate Schedule NNT-2
Section 6	Rate Schedule TSB-Y
Section 7	Rate Schedule TSB-T
Section 8	Rate Schedule FS-1
Section 9	Rate Schedule FS-Y
Section 10	Rate Schedule FS-T
Section 11	Rate Schedule TI-1
Section 12	Rate Schedule TI-HP
Section 13	Rate Schedule PAL-1
Section 14	Rate Schedule APAL-1
Section 15	Rate Schedule IS
Section 16	Rate Schedule IS-Y
Section 17	Rate Schedule IS-T
Section 18	Rate Schedule SS-1
Section 19	Rate Schedule SS-HP
Section 20	Rate Schedule HSP-1
Section 21	Rate Schedule HUB-1
Section 22	Rate Schedule CS-1
Section 23	Rate Schedule PAL-HP

Part VI – Illustrations

Section 1	NNT and Firm Reservoir Integrity Limit
Section 2	CIG Available Daily Injection
Section 3	CIG Available Daily Withdrawal
Section 4	Young Available Daily Injection
Section 5	Young Available Daily Withdrawal
Section 6	Young Reservoir Integrity Limit
Section 7	Totem Daily Injection Quantity
Section 8	Totem Daily Withdrawal Quantity
Section 9	Totem Reservoir Integrity Limit

Part VII – Non-Conforming Agreements

Section 1	Concord Energy LLC #214093-TF1CIG
Section 2	Pioneer Natural Gas Resources USA, Inc. #33615000
Section 3	Black Hills Utility Holdings, Inc. #33599000F
Section 4	Black Hills Utility Holdings, Inc. #33629000A
Section 5	Black Hills Utility Holdings, Inc. #33640000
Section 6	Colorado Springs Utilities #33247000
Section 7	Public Service Company of Colorado #31050000-NNT1CIG
Section 8	Noble Energy, Inc. #33179000
Section 9	DCP Midstream Marketing, LLC #33674000A
Section 10	Anadarko Energy Services Company #33666000-TFHPCIG
Section 11	DCP Midstream Marketing, LLC # 33761000
Section 12	Anadarko Energy Services Company #213006-TF1CIG

List of Non-Conforming Agreements:

Anadarko Energy Services Company #213006-TF1CIG
Anadarko Energy Services Company #33666000-TFHPCIG
Black Hills Utility Holdings, Inc. TF-1 Agreement #33629000A
Black Hills Utility Holdings, Inc. TF-1 Agreement #33599000F
Black Hills Utility Holdings, Inc. #33640000
Colorado Springs Utilities #33247000
Concord Energy LLC #214093-TF1CIG
DCP Midstream Marketing, LLC TF-HP Agreement #33674000A
DCP Midstream Marketing, LLC TF-HP Agreement #33761000
Front Range Power Company, LLC TF-1 Agreement #33247000
Noble Energy, Inc. TF-1 Agreement #33179000
Pioneer Natural Gas Resources USA, Inc. TF-1 Agreement #33615000B
Public Service Company of Colorado NNT-1 Agreement #31050000-NNT1CIG

NON-CONFORMING AGREEMENTS

List of Non-Conforming Agreements

Section 1	Concord Energy LLC #214093-TF1CIG
Section 2	Pioneer Natural Gas Resources USA, Inc. #33615000-TF1CIG
Section 3	Black Hills Utility Holdings, Inc. #33599000
Section 4	Black Hills Utility Holdings, Inc. #33629000
Section 5	Black Hills Utility Holdings, Inc. #33640000
Section 6	Colorado Springs Utilities #33247000
Section 7	Public Service Company of Colorado #31050000-NNT1CIG
Section 8	Noble Energy, Inc. #33179000
Section 9	DCP Midstream Marketing, LLC #33674000A
Section 10	Anadarko Energy Services Company #33666000-TFHPCIG
Section 11	DCP Midstream Marketing, LLC #33761000
Section 12	Anadarko Energy Services Company #213006-TF1CIG

Agreement No. 214093-TF1CIG

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

CONCORD ENERGY LLC
(Shipper)

DATED: February 27, 2018

Transportation Service Agreement

Rate Schedule TF-1

Dated: February 27, 2018

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.**
2. **Shipper: CONCORD ENERGY LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes _____ No X
9. **Maximum Delivery Quantity (MDQ):**

MDQ (Dth/day)	Effective
15,000	March 1, 2018 - May 31, 2022

10. **Term of Firm Transportation Service:**

Beginning:	March 1, 2018
Ending:	May 31, 2022

Right of First Refusal: Shipper shall have a contractual right of first refusal at the end of the initial term of this Agreement, and any extension thereof, to be applicable to Shipper's MDQ in effect at that time, from Transporter's Purgatoire (PGT) Point of Receipt to Transporter's Bowie (BOW) Point of Delivery, exercisable in accordance with the notice provisions included in the Tariff then in effect at Shipper's initial rate set forth in this Agreement.

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

CONCORD ENERGY LLC
1401 17th #1500
Denver, CO 80202
Attn: Accounts Payable

All Notices:

CONCORD ENERGY LLC
1401 17th #1500
Denver, CO 80202
Attn: Contract Administration

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** None, however, this capacity was obtained through a permanent release of capacity by XTO Energy Inc. (formerly Cross Timbers Energy Services, Inc.), Transporter Agreement No. 33618000-TF1CIG, per FERC order Docket No. RP17-1015-000.
13. **Municipality Limited Liability:** N/A.
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
15. **One-Time Renewal:** Shipper shall be provided a one-time contractual right to extend the term of this Agreement for a period of five years at the initial rate for all of Shipper's MDQ with notice of such renewal to be given on or before May 31, 2021.
16. **Most Favored Nation Rights:** Pursuant to this "Most Favored Nations" provision, Shipper's total rate (including reservation charges, commodity charges and surcharges) for transportation from Transporter's Purgatoire (PGT) Point of Receipt to Transporter's Bowie (BOW) Point of Delivery shall not be greater than the lowest negotiated or discounted rate for firm service utilizing the North Raton Lateral to which Transporter contractually commits with any other shipper from Transporter's Purgatoire (PGT) Point of Receipt to Transporter's Bowie (BOW) Point of Delivery for a term equal to or shorter than the remaining initial term of Shipper's service agreement, excluding rates applicable to (i) short-term transactions (fewer than 12 consecutive months); and (ii) seasonal transactions. For purposes of this provision the term "rates" shall include the Reservation Charge, the Commodity Charge and all reservation and commodity surcharges. Rates for services using capacity release, discounts granted to secondary points or rates resulting from the exercise of a ROFR will not trigger any rights or obligations under this Section 16. If the provisions of this Section 16 are triggered, the then-existing rate under this Agreement shall be reduced to the same level as such other negotiated or discounted rates, for the applicable term of the triggering rate in the service agreement with the other shipper. Shipper's Most Favored Nations rate protections shall continue from December 1, 2010 and expire on May 31, 2022 (regardless whether Shipper exercises any term extension rates it may have).
17. **Creditworthiness:** Shipper shall maintain an irrevocable letter of credit acceptable to Transporter; in an amount equal to the remaining anticipated charges under this Agreement.

Agreement No. 214093-TF1CIG

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

**COLORADO INTERSTATE GAS COMPANY,
L.L.C.**

CONCORD ENERGY LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2018.

_____ day of _____, 2018.

Agreement No. 214093-TF1CIG

EXHIBIT A
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1
 between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
CONCORD ENERGY LLC
 (Shipper)

DATED: February 27, 2018

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)
 Effective Dates: (See ¶9)

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Minimum Receipt Pressure (p.s.i.g.) (4)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800556 XTO ENER/CIG (PGT) PURGATOIRE	15,000	Sufficient Pressure to Enter Transporter's Facilities	1308

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Minimum Delivery Pressure (p.s.i.g.) (4)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
800104 WIC/CIG (BOW) BOWIE WELD	15,000	920	1440

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Agreement No. 214093-TF1CIG

EXHIBIT B
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-1
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
CONCORD ENERGY LLC
 (Shipper)

DATED: February 27, 2018

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)</i>	<i>Commodity Rate</i>	<i>Authorized Overrun Rates</i>	<i>Fuel Reimbursement</i>	<i>Surcharges</i>
Purgatoire (PGT)	Bowie (BOW)	(See ¶9)	(1a) (5)	(2) (5)	(2)	(3)	(4)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)</i>	<i>Commodity Rate</i>	<i>Fuel Reimbursement</i>	<i>Surcharges</i>
All Picketwire Lateral Points of Receipt & all Points of Receipt on Transporter's Lines 5c and 212	Arrowhead (AHD) Bowie (BOW) Dover (DOV) Lodgepole (LPM) Ponderosa (PON) Red Cloud (RCD) Tomahawk (TOM)	(See ¶9)	(1a) (5)	(2) (5)	(3)	(4)
All	All	(See ¶9)	(1) (5)	(2) (5)	(3)	(4)

EXHIBIT B
(Cont.)

NOTES:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service on Transporter's mainline plus the TF-1 North Raton Lateral Zones 1 and 2, as such rates may be changed from time to time. Service using Transporter's High Plains Lateral facilities shall be subject to the maximum High Plains incremental Reservation and Commodity Rates.
- (1a) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rate for the TF-1 North Raton Lateral Zones 1 and 2, as such rates may be changed from time to time, plus a discounted rate of \$2.22 per Dth for service on Transporter's mainline, subject to the maximum and minimum rates for service as described under Transporter's Rate Schedule TF-1 Reservation Rate.
- (2) Unless otherwise agreed by the Parties in writing, the commodity rate for service shall be Transporter's maximum rates for service on each portion of the Transporter's pipeline system used for the delivery of Shipper's gas.
- (3) Fuel Reimbursement shall be as stated on Transporter's Schedule of Surcharges and Fees in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Quantities scheduled by Transporter from/to Primary and/or Secondary or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.
- (4) **Surcharges, If Applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Schedule of Surcharges and Fees in the Tariff; as such surcharges may be changed from time to time.
Gas Quality Control Surcharge:
The Gas Quality Control Reservation Rate and commodity rate shall be assessed pursuant to Section 17.4 of the General Terms and Conditions of the Tariff.
ACA:
The ACA Surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.
- (5) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

MARKED TARIFF SECTIONS

TABLE OF CONTENTS

Part I – Overview

- Section 1 Table of Contents
- Section 2 Preliminary Statement
- Section 3 Map
- Section 4 Points of Contact

Part II – Statement of Rates

- Section 1 Service Rates
 - Section 1.1 Firm Transportation Rate Schedules
 - Section 1.2 No Notice Transportation Rate Schedules
 - Section 1.3 Transportation - Storage Balancing Rate Schedules
 - Section 1.4 Firm Storage Rate Schedules
 - Section 1.4 Interruptible Transportation Rate Schedules
 - Section 1.6 Interruptible Storage Rate Schedules
 - Section 1.7 Interruptible Swing Service Rate Schedules
 - Section 1.8 Other Services Rate Schedules
 - Section 1.9 Surcharges
- Section 2 Fuel and L&U Rates
- Section 3 Footnotes
- Section 4 Statement of Negotiated Rates

Part III – Rate Schedules

- Section 1 TF-1 Transportation Service - Firm
- Section 2 TF-4 Transportation Service - Firm
- Section 3 TF-HP High Plains Transportation Service – Firm
- Section 4 NNT-1 No-Notice Transportation and Storage Service
- Section 5 NNT-2 No-Notice Transportation and Storage Service
- Section 6 TSB-Y Young Transportation-Storage Balancing Service
- Section 7 TSB-T Totem Transportation-Storage Balancing Service
- Section 8 FS-1 Firm Storage Service
- Section 9 FS-Y Firm Young Storage Service
- Section 10 FS-T Firm Totem Storage Service
- Section 11 TI-1 Transportation Service - Interruptible
- Section 12 TI-HP High Plains Transportation Service - Interruptible
- Section 13 PAL-1 Parking and Lending Service - Interruptible
- Section 14 APAL-1 Automatic Interruptible Parking and Lending Service
- Section 15 IS-1 Storage Service - Interruptible
- Section 16 IS-Y Interruptible Young Storage Service
- Section 17 IS-T Interruptible Totem Storage Service
- Section 18 SS-1 Swing Service - Interruptible
- Section 19 SS-HP High Plains Swing Service – Interruptible

Section 20	HSP-1	Headstation Pooling Service
Section 21	HUB-1	Cheyenne Station HUB Service
Section 22	CS-1	Cheyenne Firm Compression Service
Section 23	S-1	General Unbundled Sales Service
Section 24	PAL-HP	High Plains Parking and Lending Service – Interruptible

Part IV – General Terms and Conditions

Section 1	Definitions
Section 2	Measurement
Section 3	Quality
Section 4	Requests for Services
Section 4.1	Requests for Service
Section 4.2	Capacity Reserved for Future Expansions/Extension Projects
Section 4.3	Off-System Capacity
Section 4.4	Electronic Execution of Agreements
Section 4.5	Amendment
Section 4.6	Right of First Refusal
Section 4.7	Shipper Notice of Intent to Renew
Section 4.8	Carryover of Rights Upon Conversion
Section 4.9	Right of First Refusal Clause in Firm Agreement
Section 4.10	Capacity Sold on an Interim Basis
Section 4.11	Early Termination
Section 4.12	Extension of Agreement Term
Section 4.13	Increment of Capacity Extension Rights
Section 4.14	Creditworthiness
Section 4.15	Correlative Discounts
Section 4.16	Discounting
Section 4.17	Nonconforming Negotiated Rates
Section 4.18	Governmental Regulation
Section 4.19	Assignment
Section 4.20	Blanket Certificate Authority
Section 4.21	Agents
Section 4.22	Governmental Authorization
Section 4.23	Regulatory Authority
Section 4.24	Governing Law
Section 4.25	Termination Obligations
Section 5	Service Conditions

Section 6	Nominations and Scheduling Procedures
Section 6.1	Procedures and Deadlines
Section 6.2	Confirmation and Scheduling Criteria
Section 6.3	Transportation Service Scheduling of Receipts and Deliveries and Allocation of Capacity
Section 6.4	Storage Service
Section 6.5	Requests for Intraday Variable Deliveries
Section 6.6	Rate Schedule PAL-1, PAL-HP and APAL-1 Nominations and Confirmations
Section 6.7	Pooling Nominations
Section 6.8	HUB Nominations
Section 6.9	Title Transfer Tracking Service
Section 6.10	Planning Information
Section 7	Responsibility for Gas and Products
Section 8	Operating Conditions
Section 8.1	Firm Transportation Service
Section 8.2	Interruptible Transportation Service
Section 8.3	Storage Service
Section 9	Capacity Release Program
Section 9.1	Purpose
Section 9.2	Applicability
Section 9.3	Availability of Released Capacity
Section 9.4	Qualification for Participation
Section 9.5	Capacity Release Requests
Section 9.6	Releases Assigned on the Basis of an Open Season
Section 9.7	Prearranged Releases
Section 9.8	Notice by Shipper Electing to Release Capacity on an Open Season Basis
Section 9.9	Notice by Shipper Electing to Release Capacity on a Prearranged Basis
Section 9.10	Term of Released Capacity
Section 9.11	Bids for Released Capacity Subject to Open Season
Section 9.12	Awarding of Released Capacity
Section 9.13	Recalls and Reputs of Capacity
Section 9.14	Execution of Agreements or Amendments
Section 9.15	Notice of Completed Transactions
Section 9.16	Effective Date of Release and Acquisition
Section 9.17	Rates
Section 9.18	Marketing Fee
Section 9.19	Billing
Section 9.20	Compliance by Replacement Shipper
Section 9.21	Obligations of Releasing Shipper
Section 9.22	Refunds
Section 9.23	Administrative Costs
Section 9.24	Charges for use of Segmentation Point(s) or Secondary Point(s)

Section 10	Imbalance Management
Section 10.1	Imbalances
Section 10.2	Imbalance Adjustments
Section 10.3	Operational Balancing Agreement
Section 10.4	Determination of Deliveries
Section 10.4	Cash-Out
Section 11	System Operational Parameters
Section 11.1	Monthly Operating Plan
Section 11.2	Critical Operating Procedures
Section 11.3	Operational Flow Orders
Section 11.4	Corrective Action by Transporter
Section 11.5	Force Majeure
Section 11.6	Alterations and Repairs
Section 12	Billing and Payment
Section 13	Fuel and L&U
Section 14	Penalties
Section 15	Revenue Sharing Mechanism
Section 16	Reservation Charge Credit
Section 17	Annual Charge Adjustment Surcharge
Section 18	Waivers
Section 19	Descriptive Heading
Section 20	Electronic Bulletin Board
Section 21	Affiliate-Related Information
Section 22	Peak Off-Peak Rates
Section 23	Docket No. RP16-1022 Settlement Provisions
Section 24	Taxes
Section 25	Indemnification/Liability
Section 26	Complaint Procedures
Section 27	Warranty
Section 28	Operational Purchases and Sales
Section 29	Curtailed (NGA Policy of 1978)
Section 30	Specified Delivery Points
Section 31	Electric Power Costs (EPC)
Section 32	Compliance with 18 CFR, Section 284.12
Section 33	Miscellaneous Surcharges

Part V – Form of Service Agreements

(Explanation of Agreement Tariff Sections)

Section 1	Rate Schedule TF-1
Section 2	Rate Schedule TF-4
Section 3	Rate Schedule TF-HP
Section 4	Rate Schedule NNT-1
Section 5	Rate Schedule NNT-2
Section 6	Rate Schedule TSB-Y
Section 7	Rate Schedule TSB-T
Section 8	Rate Schedule FS-1
Section 9	Rate Schedule FS-Y
Section 10	Rate Schedule FS-T
Section 11	Rate Schedule TI-1
Section 12	Rate Schedule TI-HP
Section 13	Rate Schedule PAL-1
Section 14	Rate Schedule APAL-1
Section 15	Rate Schedule IS
Section 16	Rate Schedule IS-Y
Section 17	Rate Schedule IS-T
Section 18	Rate Schedule SS-1
Section 19	Rate Schedule SS-HP
Section 20	Rate Schedule HSP-1
Section 21	Rate Schedule HUB-1
Section 22	Rate Schedule CS-1
Section 23	Rate Schedule PAL-HP

Part VI – Illustrations

Section 1	NNT and Firm Reservoir Integrity Limit
Section 2	CIG Available Daily Injection
Section 3	CIG Available Daily Withdrawal
Section 4	Young Available Daily Injection
Section 5	Young Available Daily Withdrawal
Section 6	Young Reservoir Integrity Limit
Section 7	Totem Daily Injection Quantity
Section 8	Totem Daily Withdrawal Quantity
Section 9	Totem Reservoir Integrity Limit

Part VII – Non-Conforming Agreements

Section 1	Concord Energy LLC Cross Timbers Energy Services, Inc. #214093-TF1CIG33618000
Section 2	Pioneer Natural Gas Resources USA, Inc. #33615000
Section 3	Black Hills Utility Holdings, Inc. #33599000F
Section 4	Black Hills Utility Holdings, Inc. #33629000A
Section 5	Black Hills Utility Holdings, Inc. #33640000
Section 6	Colorado Springs Utilities #33247000
Section 7	Public Service Company of Colorado #31050000-NNT1CIG
Section 8	Noble Energy, Inc. #33179000
Section 9	DCP Midstream Marketing, LLC #33674000A
Section 10	Anadarko Energy Services Company #33666000-TFHPCIG
Section 11	DCP Midstream Marketing, LLC # 33761000
Section 12	Anadarko Energy Services Company #213006-TF1CIG

List of Non-Conforming Agreements:

Anadarko Energy Services Company #213006-TF1CIG
Anadarko Energy Services Company #33666000-TFHPCIG
Black Hills Utility Holdings, Inc. TF-1 Agreement #33629000A
Black Hills Utility Holdings, Inc. TF-1 Agreement #33599000F
Black Hills Utility Holdings, Inc. #33640000
Colorado Springs Utilities #33247000
~~Concord Energy LLC Cross Timbers Energy Services, Inc. TF-1 Agreement #214093-TF1CIG33618000A~~
DCP Midstream Marketing, LLC TF-HP Agreement #33674000A
DCP Midstream Marketing, LLC TF-HP Agreement #33761000
Front Range Power Company, LLC TF-1 Agreement #33247000
Noble Energy, Inc. TF-1 Agreement #33179000
Pioneer Natural Gas Resources USA, Inc. TF-1 Agreement #33615000B
Public Service Company of Colorado NNT-1 Agreement #31050000-NNT1CIG

NON-CONFORMING AGREEMENTS

List of Non-Conforming Agreements

Section 1	Concord Energy LLC cross Timbers Energy Services, Inc. # 21409333618000 -TF1CIG
Section 2	Pioneer Natural Gas Resources USA, Inc. #33615000-TF1CIG
Section 3	Black Hills Utility Holdings, Inc. #33599000
Section 4	Black Hills Utility Holdings, Inc. #33629000
Section 5	Black Hills Utility Holdings, Inc. #33640000
Section 6	Colorado Springs Utilities #33247000
Section 7	Public Service Company of Colorado #31050000-NNT1CIG
Section 8	Noble Energy, Inc. #33179000
Section 9	DCP Midstream Marketing, LLC #33674000A
Section 10	Anadarko Energy Services Company #33666000-TFHPCIG
Section 11	DCP Midstream Marketing, LLC #33761000
Section 12	Anadarko Energy Services Company #213006-TF1CIG

~~Agreement No. 33618000-TF1CIG~~

~~Firm Transportation Service Agreement
Rate Schedule TF-1~~

~~between~~

~~Colorado Interstate Gas Company, L.L.C.~~

~~and~~

~~Cross Timbers Energy Services, Inc.
(Shipper)~~

~~DATED: March 16, 2016~~

Agreement No. 33618000-TF1CIG

Transportation Service Agreement

~~Rate Schedule TF 1~~

~~Dated: March 16, 2016~~

The Parties identified below, in consideration of their mutual promises, agree as follows:

- ~~1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.~~
- ~~2. **Shipper:** CROSS TIMBERS ENERGY SERVICES, INC.~~
- ~~3. **Applicable Tariff and Incorporation of Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("the Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.~~
- ~~4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.~~
- ~~5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.~~
- ~~6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.~~
- ~~7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.~~
- ~~8. **Negotiated Rate:** Yes _____ No X~~
- ~~9. **Maximum Delivery Quantity (MDQ):**~~

MDQ (Dth/day)	Effective
15,000	10/01/16 - 05/31/22

- ~~10. **Term of Firm Transportation Service:** Beginning: December 1, 2010
Ending: May 31, 2022~~

~~**Right of First Refusal:** Shipper shall have a contractual right of first refusal at the end of the initial term of this Agreement, and any extension thereof, to be applicable to Shipper's MDQ in effect at that time, from Transporter's Purgatoire (PGT) Point of Receipt to Transporter's Bowie (BOW) Point of Delivery, exercisable in accordance with the notice provisions included in the Tariff then in effect at Shipper's initial rate set forth in this Agreement.~~

Agreement No. 33618000-TF1CIG

~~11. **Notices, Statements, and Bills:**~~

~~**To Shipper:**~~

~~**Invoices:**
Cross Timbers Energy Services, Inc.
810 Houston Street, Suite 2000
Fort Worth, Texas 76102
Attn: Gas Volume Accounting~~

~~**All Notices:**
Cross Timbers Energy Services, Inc.
810 Houston Street, Suite 2000
Fort Worth, Texas 76102
Attn:~~

~~**To Transporter:**~~

~~See "Points of Contact" in the Tariff.~~

~~12. **Effect on prior Agreement:** When this Agreement becomes effective, it shall supersede and cancel the following agreement between the Parties: The Firm Transportation Service Agreement between Transporter and Shipper dated December 1, 2011, referred to as Transporter's Agreement No. 33618000B.~~

~~13. **Application of Tariff Provision:** N/A.~~

~~14. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of the Tariff (as it may be amended pursuant to Section 13 of the Agreement).~~

~~15. **One-Time Renewal:** Shipper shall be provided a one-time contractual right to extend the term of this Agreement for a period of five years at the initial rate for all of Shipper's MDQ with notice of such renewal to be given on or before May 31, 2021.~~

~~16. **Most Favored Nation Rights:** Pursuant to this "Most Favored Nations" provision, Shipper's total rate (including reservation charges, commodity charges and surcharges) for transportation from Transporter's Purgatoire (PGT) Point of Receipt to Transporter's Bowie (BOW) Point of Delivery shall not be greater than the lowest negotiated or discounted rate for firm service utilizing the North Raton Lateral to which Transporter contractually commits with any other shipper from Transporter's Purgatoire (PGT) Point of Receipt to Transporter's Bowie (BOW) Point of Delivery for a term equal to or shorter than the remaining initial term of Shipper's service agreement, excluding rates applicable to (i) short-term transactions (fewer than 12 consecutive months); and (ii) seasonal transactions. For purposes of this provision the term "rates" shall include the Reservation Charge, the Commodity Charge and all reservation and commodity surcharges. Rates for services using capacity release, discounts granted to secondary points or rates resulting from the exercise of a ROFR will not trigger any rights or obligations under this Section 16. If the provisions of this Section 16 are triggered, the then-existing rate under this Agreement shall be reduced to the same level as such other negotiated or discounted rates, for the applicable term of the triggering rate in the service agreement with the other shipper. Shipper's Most Favored Nations rate protections shall continue from December 1, 2010 and expire on May 31, 2022 (regardless whether Shipper exercises any term extension rates it may have).~~

Agreement No. 33618000-TF1CIG

~~17. **Creditworthiness:** Shipper shall maintain sufficient evidence of satisfaction of creditworthiness throughout the term of this Agreement, as follows:~~

~~(a) a demonstration that: (i) Shipper's senior unsecured debt securities are rated at least BBB by Standard & Poor's Corporation ("S&P") or Baa3 by Moody's Investor Service ("Moody's") or Shipper's long term issuer rating is at least A by S&P or A3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's; and (iii) a sum of 12 months of anticipated charges under this Agreement is less than 10% of Shipper's tangible net worth; or~~

~~(b) a demonstration that the sum of 60 months of anticipated charges is less than 10% of Shipper's tangible net worth, and a demonstration that the Shipper's credit and financial history and outlook are acceptable to Transporter. Such determination shall be based upon Transporter's evaluation of: (i) Shipper's financial statements and auditors notes, annual report to shareholders, and annual report to regulators; (ii) trend analysis of financial ratios; (iii) bank and trade references or other information obtained that is relevant to Shipper's current and future financial strength and its ability to pay its obligations in a timely manner; (iv) Shipper's payment history to Transporter for services provided to Shipper; (v) whether Shipper is subject to any proceedings under any laws pertaining to bankruptcy, insolvency, liquidation, or debt reduction procedures and (vi) whether Shipper is subject to any recently filed substantial litigation either against Shipper or affecting Shipper's business prospects.~~

~~(c) As an alternative Shipper may satisfy its creditworthiness obligation by providing and maintaining, at its option: (i) an irrevocable letter of credit acceptable to Transporter; or (ii) a deposit in advance; or (iii) an irrevocable, unconditional guarantee acceptable to Transporter issued by another person or entity which satisfies the creditworthiness standards set forth in this section. Such letter of credit, deposit, or guarantee shall be equal to one year of the anticipated charges.~~

~~IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.~~

~~Transporter: _____ Shipper: _____~~

~~COLORADO INTERSTATE GAS COMPANY, L.L.C. CROSS TIMBERS ENERGY SERVICES, INC.~~

~~By: _____ By: _____~~

~~Will W. Brown
Vice President Name: _____~~

~~Title: _____~~

~~Accepted and agreed to this Accepted and agreed to this~~

~~_____ day of _____, 2016. _____ day of _____, 2016.~~

Agreement No. 214093-TF1CIG

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE TF-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

CONCORD ENERGY LLC
(Shipper)

DATED: February 27, 2018

Agreement No. 214093-TF1CIG

Transportation Service Agreement

Rate Schedule TF-1

Dated: February 27, 2018

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.**

2. **Shipper: CONCORD ENERGY LLC**

3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.

6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.

7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.

8. **Negotiated Rate:** Yes _____ No

9. **Maximum Delivery Quantity (MDQ):**

<u>MDQ</u> <u>(Dth/day)</u>	<u>Effective</u>
<u>15,000</u>	<u>March 1, 2018 - May 31, 2022</u>

10. **Term of Firm Transportation Service:** Beginning: March 1, 2018
Ending: May 31, 2022

Right of First Refusal: Shipper shall have a contractual right of first refusal at the end of the initial term of this Agreement, and any extension thereof, to be applicable to Shipper's MDQ in effect at that time, from Transporter's Purgatoire (PGT) Point of Receipt to Transporter's Bowie (BOW) Point of Delivery, exercisable in accordance with the notice provisions included in the Tariff then in effect at Shipper's initial rate set forth in this Agreement.

Agreement No. 214093-TF1CIG

11. Notices, Statements, and Bills:

To Shipper:

Invoices:

CONCORD ENERGY LLC
1401 17th #1500
Denver, CO 80202
Attn: Accounts Payable

All Notices:

CONCORD ENERGY LLC
1401 17th #1500
Denver, CO 80202
Attn: Contract Administration

To Transporter:

See "Points of Contact" in the Tariff.

12. Effect on Prior Agreement(s): None, however, this capacity was obtained through a permanent release of capacity by XTO Energy Inc. (formerly Cross Timbers Energy Services, Inc.), Transporter Agreement No. 33618000-TF1CIG, per FERC order Docket No. RP17-1015-000.

13. Municipality Limited Liability: N/A.

14. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

15. One-Time Renewal: Shipper shall be provided a one-time contractual right to extend the term of this Agreement for a period of five years at the initial rate for all of Shipper's MDQ with notice of such renewal to be given on or before May 31, 2021.

16. Most Favored Nation Rights: Pursuant to this "Most Favored Nations" provision, Shipper's total rate (including reservation charges, commodity charges and surcharges) for transportation from Transporter's Purgatoire (PGT) Point of Receipt to Transporter's Bowie (BOW) Point of Delivery shall not be greater than the lowest negotiated or discounted rate for firm service utilizing the North Raton Lateral to which Transporter contractually commits with any other shipper from Transporter's Purgatoire (PGT) Point of Receipt to Transporter's Bowie (BOW) Point of Delivery for a term equal to or shorter than the remaining initial term of Shipper's service agreement, excluding rates applicable to (i) short-term transactions (fewer than 12 consecutive months); and (ii) seasonal transactions. For purposes of this provision the term "rates" shall include the Reservation Charge, the Commodity Charge and all reservation and commodity surcharges. Rates for services using capacity release, discounts granted to secondary points or rates resulting from the exercise of a ROFR will not trigger any rights or obligations under this Section 16. If the provisions of this Section 16 are triggered, the then-existing rate under this Agreement shall be reduced to the same level as such other negotiated or discounted rates, for the applicable term of the triggering rate in the service agreement with the other shipper. Shipper's Most Favored Nations rate protections shall continue from December 1, 2010 and expire on May 31, 2022 (regardless whether Shipper exercises any term extension rates it may have).

17. Creditworthiness: Shipper shall maintain an irrevocable letter of credit acceptable to Transporter; in an amount equal to the remaining anticipated charges under this Agreement.

Agreement No. 214093-TF1CIG

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

COLORADO INTERSTATE GAS COMPANY,
L.L.C.

CONCORD ENERGY LLC

1 _____ 2 _____

3 _____ 4 _____

Accepted and agreed to this _____

Accepted and agreed to this _____

5 _____ 6 _____
_____ day of _____, 2018.

7 8 _____
_____ day of _____, 2018.

Agreement No. 33618000-TF1CIG

Exhibit A
 to
Firm Transportation Service Agreement
Rate Schedule TF-1
 between
Colorado Interstate Gas Company, L.L.C.
 and
Cross Timbers Energy Services, Inc.
 (Shipper)

Dated: March 16, 2016

Shipper's Maximum Delivery Quantity (MDQ): (See ¶9)

<i>Primary Point(s) of Receipt (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Minimum Receipt Pressure (p.s.i.g.) (4)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800556-CTES/CIG (PGT) Purgatoire	(See ¶9)	(See ¶9)	Sufficient pressure to enter Transporter's Facilities	1,308

<i>Primary Point(s) of Delivery (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Minimum Delivery Pressure (p.s.i.g.) (4)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
800104-WIC/CIG (BOW) Bowie	(See ¶9)	(See ¶9)	920	1,440

NOTES:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's Electronic Bulletin Board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Transportation Service Agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Agreement No. 214093-TF1CIG

EXHIBIT A
 to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1
 between

COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
CONCORD ENERGY LLC
 (Shipper)

DATED: February 27, 2018

Shipper's Maximum Delivery Quantity (MDQ): (See ¶19)
Effective Dates: (See ¶19)

<u>Primary Point(s) of Receipt (1)</u>	<u>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</u>	<u>Minimum Receipt Pressure (p.s.i.g.) (4)</u>	<u>Maximum Receipt Pressure (p.s.i.g.) (4)</u>
800556 XTO ENER/CIG (PGT) PURGATOIRE	15,000	Sufficient Pressure to Enter Transporter's Facilities	1308

<u>Primary Point(s) of Delivery (1)</u>	<u>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</u>	<u>Minimum Delivery Pressure (p.s.i.g.) (4)</u>	<u>Maximum Delivery Pressure (p.s.i.g.) (4)</u>
800104 WIC/CIG (BOW) BOWIE WELD	15,000	920	1440

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this transportation service agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Agreement No. 33618000-TF1CIG

Exhibit B
 to
~~Firm Transportation Service Agreement~~
~~Rate Schedule TF-1~~
 between
Colorado Interstate Gas Company, L.L.C.
 and
Cross Timbers Energy Services, Inc.
 (Shipper)

Dated: March 16, 2016

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>R₁ Reservation Rate</i>	<i>Commodity Rate</i>	<i>Authorized Overrun Rates</i>	<i>Fuel Reimbursement</i>	<i>Surcharges</i>
Purgatoire (PGT)	Bowie (BOW)	(See ¶9)	(1a)-(5)	(2)-(5)	(2)	(3)	(4)

<i>Secondary Point(s) of Receipt</i>	<i>Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>R₁ Reservation Rate</i>	<i>Commodity Rate</i>	<i>Fuel Reimbursement</i>	<i>Surcharges</i>
All Picketwire Lateral Points of Receipt & all Points of Receipt on Transporter's Lines 5c and 212	Arrowhead (AHD)	(See ¶9)	(1a)-(5)	(2)-(5)	(3)	(4)
	Bowie (BOW)					
	Dover (DOV)					
	Lodgepole (LPM)					
	Ponderosa (PON)					
Red Cloud (RCD)						
Tomahawk (TOM)						
All	All	(See ¶9)	(1)-(5)	(2)-(5)	(3)	(4)

Exhibit B

(Cont.)

NOTES:

- ~~(1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service on Transporter's mainline plus the TF-1 North Raton Lateral Zones 1 and 2, as such rates may be changed from time to time. Service using Transporter's High Plains Lateral facilities shall be subject to the maximum High Plains incremental Reservation and Commodity Rates.~~
- ~~(1a) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rate for the TF-1 North Raton Lateral Zones 1 and 2, as such rates may be changed from time to time, plus a discounted rate of \$2.22 per Dth for service on Transporter's mainline, subject to the maximum and minimum rates for service as described under Transporter's Rate Schedule TF-1 Reservation Rate.~~
- ~~(2) Unless otherwise agreed by the Parties in writing, the commodity rate for service shall be Transporter's maximum rates for service on each portion of the Transporter's pipeline system used for the delivery of Shipper's gas.~~
- ~~(3) Fuel Reimbursement shall be as stated on Transporter's Schedule of Surcharges and Fees in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Quantities scheduled by Transporter from/to Primary and/or Secondary or Segmented Point(s) on any off system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.~~
- ~~(4) **Surcharges, If Applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Schedule of Surcharges and Fees in the Tariff; as such surcharges may be changed from time to time.~~
- ~~**Gas Quality Control Surcharge:**
The Gas Quality Control Reservation Rate and commodity rate shall be assessed pursuant to Section 17.4 of the General Terms and Conditions of the Tariff.~~
- ~~**ACA:**
The ACA Surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.~~
- ~~(5) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.~~

Agreement No. 214093-TF1CIG

EXHIBIT B

to

**FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-1**

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

CONCORD ENERGY LLC

(Shipper)

DATED: February 27, 2018

<u>Primary Point(s) of Receipt</u>	<u>Primary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (1)</u>	<u>Commodity Rate</u>	<u>Authorized Overrun Rates</u>	<u>Fuel Reimbursement</u>	<u>Surcharges</u>
<u>Purgatoire (PGT)</u>	<u>Bowie (BOW)</u>	<u>(See ¶19)</u>	<u>(1a) (5)</u>	<u>(2) (5)</u>	<u>(2)</u>	<u>(3)</u>	<u>(4)</u>
<u>Primary and Secondary Point(s) of Receipt</u>	<u>Primary and Secondary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (1)</u>	<u>Commodity Rate</u>	<u>Fuel Reimbursement</u>	<u>Surcharges</u>	
<u>All Picketwire Lateral Points of Receipt & all Points of Receipt on Transporter's Lines 5c and 212</u>	<u>Arrowhead (AHD) Bowie (BOW) Dover (DOV) Lodgepole (LPM) Ponderosa (PON) Red Cloud (RCD) Tomahawk (TOM)</u>	<u>(See ¶19)</u>	<u>(1a) (5)</u>	<u>(2) (5)</u>	<u>(3)</u>	<u>(4)</u>	
<u>All</u>	<u>All</u>	<u>(See ¶19)</u>	<u>(1) (5)</u>	<u>(2) (5)</u>	<u>(3)</u>	<u>(4)</u>	

Agreement No. 214093-TF1CIG

EXHIBIT B
(Cont.)

NOTES:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service on Transporter's mainline plus the TF-1 North Raton Lateral Zones 1 and 2, as such rates may be changed from time to time. Service using Transporter's High Plains Lateral facilities shall be subject to the maximum High Plains incremental Reservation and Commodity Rates.
- (1a) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rate for the TF-1 North Raton Lateral Zones 1 and 2, as such rates may be changed from time to time, plus a discounted rate of \$2.22 per Dth for service on Transporter's mainline, subject to the maximum and minimum rates for service as described under Transporter's Rate Schedule TF-1 Reservation Rate.
- (2) Unless otherwise agreed by the Parties in writing, the commodity rate for service shall be Transporter's maximum rates for service on each portion of the Transporter's pipeline system used for the delivery of Shipper's gas.
- (3) Fuel Reimbursement shall be as stated on Transporter's Schedule of Surcharges and Fees in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Quantities scheduled by Transporter from/to Primary and/or Secondary or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.
- (4) **Surcharges, If Applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Schedule of Surcharges and Fees in the Tariff; as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:
The Gas Quality Control Reservation Rate and commodity rate shall be assessed pursuant to Section 17.4 of the General Terms and Conditions of the Tariff.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.
- (5) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.