



April 10, 2019

Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming, Negotiated Rate  
Agreement Update Filing;  
Colorado Interstate Gas Company, L.L.C.;  
Docket No. RP19-

Commissioners:

Colorado Interstate Gas Company, L.L.C. ("CIG") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission" or "FERC") the tariff records listed in Attachment A. Proposed with an effective date of April 12, 2019, the tariff records update CIG's FERC Gas Tariff, Second Revised Volume No. 1 ("Tariff") to include an amendment to an existing negotiated rate, non-conforming Rate Schedule TF-HP transportation service agreement ("TSA").

### **Reason for Filing**

TSA No. 33761000-TFHPCIG ("DCP TSA") between CIG and DCP Midstream Marketing, L.L.C. ("DCP") is a previously filed and accepted negotiated rate agreement<sup>1</sup> that includes non-conforming provisions that deviate from CIG's Rate Schedule TF-HP Form of Service Agreement ("*Pro Forma*").<sup>2</sup> In 2018, this TSA was amended to revise outdated fill in the blank contract provisions. Specifically, CIG and DCP updated the applicable negotiated reservation rates identified in Exhibit B of the TSA to remove an expired, no longer applicable negotiated rate and to add a new negotiated rate. The new negotiated rate will become effective on the later of April 1, 2019 or on the

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<sup>1</sup> See the unpublished letter order dated April 25, 2017 in Docket No. RP17-580-000.

<sup>2</sup> See *Colorado Interstate Gas Company, L.L.C.*, 75 FERC ¶ 61,090 (1996) where the Commission approved CIG's request to implement negotiated rate authority pursuant to the Commission's Policy Statement in Docket No. RM95-6-000 and RM96-7-000 ("Policy Statement"). The Policy Statement requires pipelines, when implementing a negotiated rate contract, to file either the contract or a Statement of Negotiated Rates sheet or record identifying the transaction.

service date of certain meter station upgrades being undertaken at the existing LaSalle #2 Meter Station. Currently, CIG anticipates the meter station upgrade will be put into service on or about April 12, 2019.

### **Description of TSA**

The DCP TSA provides firm transportation service on CIG's High Plains System with a primary receipt point at the Lucerne Meter Station and a primary delivery point of Flying Hawk.<sup>3</sup> Under the TSA, all High Plains points of receipt and delivery are identified as secondary points at which negotiated rates apply. The TSA includes an initial MDQ of 150,000 Dth per day for the time period beginning June 1, 2015 through March 31, 2025. In April 2025, the MDQ decreases to 100,000 Dth per day, with an additional decrease to 50,000 Dth per day in May 2025. The TSA will terminate on May 31, 2025.

### **Description of Filing**

As previously submitted to the Commission, the DCP TSA contained non-conforming provisions that addressed certain requirements associated with the construction of facilities located on CIG's High Plains System, recovery of carbon tax and greenhouse gas costs and creditworthiness. The amended DCP TSA does not modify these previously reviewed and accepted non-conforming provisions related to carbon tax and greenhouse gas costs and creditworthiness.<sup>4</sup> However, CIG and DCP have modified construction and negotiated rate provisions, as described below.

#### *Modification to Paragraph 5 – Construction Provision*

Paragraph 5 of CIG's *Pro Forma* allows for optional provisions to be used when constructing additional facilities necessary to provide transportation service. Paragraphs 5 (i) and (ii) have been amended to describe CIG's obligation to construct and/or construct and lease receipt interconnect facilities located at the high Plains LaSalle #2 Meter Station.<sup>5</sup> The purpose of the upgraded facilities is to provide increased receipt capability of up to 300,000 Dth per day. CIG anticipates that such meter station facilities will be placed in

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<sup>3</sup> CIG's High Plains System is defined in CIG's Tariff. See GT&C Section 1.35A.

<sup>4</sup> Paragraph 7, Rates and Surcharges, contains a non-conforming provision allowing for the possibility that the Commission may permit the recovery of costs incurred in connection with mitigating greenhouse gas emissions. Paragraph 13 of the amended DCP TSA stipulates a higher creditworthiness threshold than that stated in CIG's Tariff and provides three methods by which DCP can satisfy that threshold. These non-conforming provisions are identical to the provisions previously reviewed and accepted by the Commission.

<sup>5</sup> CIG has eliminated outdated language related to past construction obligations it has fulfilled.

service as early as April 12, 2019. Since the facilities will be constructed utilizing CIG's blanket certificate authority, the parties have removed the optional provisions relating to the receipt of a FERC certificate and modified the optional language relating to management approval.

### *Update to Negotiated Rates*

Exhibit B, notes (1a), (1b) and 1(c) of the DCP TSA identify and describe the negotiated rates applicable during the term of the agreement. Previously accepted footnote 1(a) has been deleted.<sup>6</sup> The remaining notes have been renumbered to reflect reflect this change. Footnote (1b) now describes the new negotiated reservation rate for service that is applicable once metering upgrades at DCP's #2 LaSalle Meter Station are placed into service and remains applicable through May 31, 2025. Note (1b) states that the negotiated reservation rate will be \$3.2668 per dekatherm per month and provides an example of the negotiated rate on a daily basis. Note (1c) addressing commodity charges remains unchanged.

As the stated negotiated rates are not subject to CIG's minimum and maximum rates, they are considered negotiated rates and require the Commission's acceptance. CIG notes that the negotiated rate provisions do not use the exact wording provided in the *Pro Forma* standard footnote and thus constitute a non-conforming provision.

### **Tariff Sections**

Section 154.112(b) of the Commission's regulations requires that agreements with non-conforming provisions be referenced in the pipeline's FERC Gas Tariff. Additionally, the Commission's Policy Statement requires pipelines, when implementing a negotiated rate TSA, to file either the agreement or a Statement of Rates provision identifying the transaction. Accordingly, CIG is submitting the following tariff records:

Part VII, Non-Conforming - Sections 11.0 through 11.2 are modified to reflect amended DCP TSA No. 33761000-TFHPCIG.

### **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

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<sup>6</sup> This footnote and the reference to the 2015 in service date of the facilities were removed from the TSA as they are no longer applicable.

required by Section 154.7(a)(6) of the Commission's regulations is omitted. In accordance with the applicable provisions of the Commission's regulations,<sup>7</sup> CIG is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter;
- b) Attachment A, a list of the submitted tariff records;
- c) Attachment B, an executed copy of the aforementioned TSA;
- d) Attachment C, a marked version of the TSA reflecting changes from the *Pro Forma*;<sup>8</sup> and
- e) clean and marked versions of the tariff records in PDF format.

CIG respectfully requests the Commission accept the tendered tariff provisions for filing and permit them to become effective on April 12, 2019 which is the anticipated in service date of the meter upgrade facilities. As such, CIG requests the Commission grant a waiver of the notice requirements found in 18 C.F.R. § 154.207 (2018) of the Commission's regulations.<sup>9</sup> With respect to any tariff provisions the Commission allows to go into effect without change, CIG hereby moves to place the tendered tariff records into effect at the end of the suspension period, if any, specified by the Commission.

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  
[CIGRegulatoryAffairs@kindermorgan.com](mailto: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  
[CIGLegalFERC@kindermorgan.com](mailto:CIGLegalFERC@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.

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<sup>7</sup> 18 C.F.R. § 154.101 – 154.603 (2018).

<sup>8</sup> CIG notes that it has all differences from its *Pro Forma* on Attachment C, including the non-conforming provisions not modified in this amendment.

<sup>9</sup> See, e.g., *Gulfstream Natural Gas System, L.L.C.*, 105 FERC ¶ 61,164 at P 11 (2003).

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 10<sup>th</sup> day of April, 2019.

\_\_\_\_\_  
/s/  
Francisco Tarin

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

COLORADO INTERSTATE GAS COMPANY, L.L.C.  
Non-Conforming, Negotiated Rate Agreement Update Filing

Second Revised Volume No. 1

Part VII: Non-Conforming Agreements

Section 11.0 DCP Midstream Marketing, LLC. #33761000	Version 2.0.0
Section 11.1 DCP Midstream Marketing, LLC. #33761000 Exhibit A	Version 2.0.0
Section 11.2 DCP Midstream Marketing, LLC. #33761000 Exhibit B	Version 2.0.0

## **Attachment B**



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

between

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

and

**DCP MIDSTREAM MARKETING, LLC**  
(Shipper)

**DATED: July 20, 2018**

**Transportation Service Agreement  
Rate Schedule TF-HP**

Dated: July 20, 2018

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

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** DCP MIDSTREAM MARKETING, 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.

The parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to:

(i) The receipt and acceptance by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.

(ii) Transporter obtaining approval from senior management, and/or the approval of the management of WYCO Development LLC to construct and/or construct and lease to Transporter, a new receipt interconnect facility at or near the High Plains LaSalle Meter Station in Weld County, CO (LaSalle #2 Meter Station), capable of measuring to approximately 100,000 to 300,000 Dth per day.

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.

**Recovery for Carbon Tax and Greenhouse Gas Costs:** Subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, CIG shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by CIG attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions

Costs” means (i) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on CIG, (ii) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets, that CIG incurs to comply with any greenhouse gas laws, rules or regulations, and/or (iii) costs incurred under a voluntary program of greenhouse gas mitigation. If (i) CIG is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through CIG’s FERC-approved recourse rates, then Shipper will agree to modify its negotiated reservation rate under the FTSA by the amount of CIG’s maximum reservation rate under Rate Schedule TF-HP that is attributable to such costs.

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

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

MDQ (Dth/d)	Effective
150,000	June 1, 2015 – March 31, 2025
100,000	April 1, 2025 – April 30, 2025
50,000	May 1, 2025 – May 31, 2025

10. **Term of Firm Transportation Service:** Beginning: April 1, 2015  
Ending: May 31, 2025

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

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

**To Shipper:**

**Invoices:**

DCP MIDSTREAM MARKETING, LLC  
5718 WESTHEIMER, SUITE 1900  
HOUSTON, TX 77057  
Attn: Lisa Bonasin

**All Notices:**

DCP MIDSTREAM MARKETING, LLC  
5718 WESTHEIMER, SUITE 1900  
HOUSTON, TX 77057  
Attn: Lisa Bonasin

**To Transporter:**

See “Points of Contact” in the Tariff.

12. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement between the Parties: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter’s Agreement No. 33761000-TFHPCIG, dated April 1, 2017.

13. **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 (1) year of the negotiated reservation charge multiplied by the MDQ effective 2 months following the Effective Date.

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.

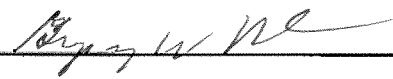
**IN WITNESS WHEREOF**, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.


**TRANSPORTER:**

**SHIPPER:**

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

**DCP MIDSTREAM MARKETING, LLC**

  
 \_\_\_\_\_  
 GREGORY W. RUBEN  
 \_\_\_\_\_  
 VICE President  
 \_\_\_\_\_

  
 \_\_\_\_\_  
 ROB SADLER  
 \_\_\_\_\_  
 VP, COMMERCIAL  
 \_\_\_\_\_



Accepted and agreed to this

Accepted and agreed to this

1<sup>st</sup> day of October, 2018.

21<sup>st</sup> day of AUGUST, 2018.

**EXHIBIT A**  
to  
**TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE TF-HP**  
between  
**COLORADO INTERSTATE GAS COMPANY, L.L.C.**  
and  
**DCP MIDSTREAM MARKETING, LLC**  
(Shipper)

DATED: July 20, 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>
47999 DCP OPER/CIG LUCERNE RECEIPT	(See ¶9)	Sufficient Pressure to Enter Transporter's Facilities	1200

<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>
800245 WIC/CIG (FLY) FLYING HAWK WELD	(See ¶9)	1000	1200

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  
**TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE TF-HP**  
between  
**COLORADO INTERSTATE GAS COMPANY, L.L.C.**  
and  
**DCP Midstream Marketing, LLC**  
(Shipper)  
DATED: July 20, 2018

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rate</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
As listed on Exhibit A	As listed on Exhibit A	June 30, 2017 – The day before the later of the in-service date of the metering upgrades at DCP's LaSalle 2 Meter Station or April 1, 2019	(1a)	(1c)	(1)	(2)	(3)
As listed on Exhibit A	As listed on Exhibit A	The later of the in-service date of the metering upgrades at DCP's LaSalle 2 Meter Station or April 1, 2019 – May 31, 2025	(1b)	(1c)	(1)	(2)	(3)

<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 (4)</i>	<i>Commodity Rate (4)</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
All High Plains	All High Plains	June 30, 2017 – The day before the later of the in-service date of DCP's LaSalle 2 Meter Station or April 1, 2019	(1a)	(1c)	(2)	(3)
All High Plains	All High Plains	The later of the in-service date of DCP's LaSalle 2 Meter Station or April 1, 2019 – May 31, 2025	(1b)	(1c)	(2)	(3)
All	All	(See ¶9)	(1)	(1)	(2)	(3)

**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-HP or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rates shall be payable regardless of quantities transported. All entitlement or quantities scheduled by Transporter on the CIG mainline or North Raton Lateral facilities shall be subject, as applicable, to the appropriate mainline and/or the North Raton Lateral incremental reservation and commodity rates.
- (1a) Unless otherwise agreed by the Parties in writing, the rate for service shall be a negotiated reservation rate of \$2.9018 per Dth per month. For illustrative purposes only, the negotiated reservation rate for service to Flying Hawk is \$0.0954 per Dth per day on a 100% load factor basis.

**EXHIBIT B**  
to  
**TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE TF-HP**  
between  
**COLORADO INTERSTATE GAS COMPANY, L.L.C.**  
and  
**DCP Midstream Marketing, LLC**  
(Shipper)  
DATED: July 20, 2018

- (1b) Unless otherwise agreed by the Parties in writing, the rate for service shall be a negotiated reservation rate of \$3.2668 per Dth per month. For illustrative purposes only, the negotiated reservation rate for service to Flying Hawk is \$0.1074 per Dth per day on a 100% load factor basis.
- (1c) Unless otherwise agreed by the Parties in writing, the rate for service shall be a negotiated commodity rate of \$0.0000 per Dth per month.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**  
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

**High Plains Gas Quality Control Surcharge:**

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in 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 as set forth in the Tariff.

- (4) 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 pursuant to Section 4.3 of the General Terms and Conditions of the Tariff. If incrementally priced facilities are used on a secondary basis the charge for service should also include the incremental rate.

## **Attachment C**



FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE TF-HP

between

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

and

**DCP MIDSTREAM MARKETING, LLC**  
(Shipper)

DATED: July 20, 2018

**Transportation Service Agreement**

Rate Schedule TF-HP

Dated: July 20, 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:** DCP MIDSTREAM MARKETING, 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.

The parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. ~~Parties agree that on in-service date the following provisions no longer apply.~~ Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of ~~a FERC certificate for the additional facilities, as well as the receipt by Transporter~~ all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) ~~The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities, obtaining approval from senior management, and/or the approval of the management of WYCO Development LLC to construct and/or construct and lease to Transporter, a new receipt interconnect facility at or near the High Plains LaSalle Meter Station in Weld County, CO (LaSalle #2 Meter Station), capable of measuring to approximately 100,000 to 300,000 Dth per day.~~

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.

**Recovery for Carbon Tax and Greenhouse Gas Costs:** Subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, CIG shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by CIG attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (i) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on CIG, (ii) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets, that CIG incurs to comply with any greenhouse gas laws, rules or regulations, and/or (iii) costs incurred under a voluntary program of greenhouse gas mitigation. If (i) CIG is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through CIG's FERC-approved recourse rates, then Shipper will agree to modify its negotiated reservation rate under the FTSA by the amount of CIG's maximum reservation rate under Rate Schedule TF-HP that is attributable to such costs.

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

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

MDQ (Dth/d)	Effective
150,000	June 1, 2015 – March 31, 2025
100,000	April 1, 2025 – April 30, 2025
50,000	May 1, 2025 – May 31, 2025

10. **Term of Firm Transportation Service:** Beginning: April 1, 2015  
Ending: May 31, 2025

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

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

**To Shipper:**

**Invoices:**

DCP MIDSTREAM MARKETING, LLC  
5718 WESTHEIMER, SUITE 1900  
HOUSTON, TX 77057  
Attn: Lisa Bonasin

**All Notices:**

DCP MIDSTREAM MARKETING, LLC  
5718 WESTHEIMER, SUITE 1900  
HOUSTON, TX 77057  
Attn: Lisa Bonasin

**To Transporter:**

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement between the Parties: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 33761000-TFHPCIG, dated April 1, 2017.

13. **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 (1) year of the negotiated reservation charge multiplied by the MDQ effective 2 months following the Effective Date.

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.

**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.**

**DCP MIDSTREAM MARKETING, LLC**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_ day of \_\_\_\_\_, 2018.

**EXHIBIT A**  
to  
TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE TF-HP  
between  
**COLORADO INTERSTATE GAS COMPANY, L.L.C.**  
and  
**DCP MIDSTREAM MARKETING, LLC**  
(Shipper)

DATED: July 20, 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>
47999 DCP OPER/CIG LUCERNE RECEIPT	(See ¶9)	Sufficient Pressure to Enter Transporter's Facilities	1200

<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>
800245 WIC/CIG (FLY) FLYING HAWK WELD	(See ¶9)	1000	1200

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  
**TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE TF-HP**  
between  
**COLORADO INTERSTATE GAS COMPANY, L.L.C.**  
and  
**DCP Midstream Marketing, LLC**  
(Shipper)  
DATED: July 20, 2018

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rate</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
As listed on Exhibit A	As listed on Exhibit A	June 30, 2017 – The day before the later of the in-service date of the metering upgrades at DCP’s LaSalle 2 Meter Station or April 1, 2019	(1a)	(1c)	(1)	(2)	(3)
As listed on Exhibit A	As listed on Exhibit A	The later of the in-service date of the metering upgrades at DCP’s LaSalle 2 Meter Station or April 1, 2019 – May 31, 2025	(1b)	(1c)	(1)	(2)	(3)

<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 (4)</i>	<i>Commodity Rate (4)</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
All High Plains	All High Plains	June 30, 2017 – The day before the later of the in-service date of DCP’s LaSalle 2 Meter Station or April 1, 2019	(1a)	(1c)	(2)	(3)
All High Plains	All High Plains	The later of the in-service date of DCP’s LaSalle 2 Meter Station or April 1, 2019 – May 31, 2025	(1b)	(1c)	(2)	(3)
All	All	(See ¶9)	(1)	(1)	(2)	(3)

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-HP or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rates shall be payable regardless of quantities transported. All entitlement or quantities scheduled by Transporter on the CIG mainline or North Raton Lateral facilities shall be subject, as applicable, to the appropriate mainline and/or the North Raton Lateral incremental reservation and commodity rates.

(1a) ~~As provided in Section 4.17 of the General Terms and Conditions of Transporter’s Tariff, the Parties agree to the following negotiated rate(s): \_\_\_\_\_ which shall be payable regardless of quantities transported. Unless otherwise agreed by the Parties in writing, the rate for service shall be~~

**EXHIBIT B**  
to  
TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE TF-HP  
between  
**COLORADO INTERSTATE GAS COMPANY, L.L.C.**  
and  
**DCP Midstream Marketing, LLC**  
(Shipper)  
DATED: July 20, 2018

a negotiated reservation rate of \$2.9018 per Dth per month. For illustrative purposes only, the negotiated reservation rate for service to Flying Hawk is \$0.0954 per Dth per day on a 100% load factor basis.

- (1b) ~~As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) \_\_\_\_\_ which shall be payable regardless of quantities transported. Unless otherwise agreed by the Parties in writing, the rate for service shall be a negotiated reservation rate of \$3.2668 per Dth per month. For illustrative purposes only, the negotiated reservation rate for service to Flying Hawk is \$0.1074 per Dth per day on a 100% load factor basis.~~
- (1c) ~~As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s) \_\_\_\_\_ which shall be payable regardless of quantities transported. Unless otherwise agreed by the Parties in writing, the rate for service shall be a negotiated commodity rate of \$0.0000 per Dth per month.~~

(2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

(3) **Surcharges, if applicable:**

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

**High Plains Gas Quality Control Surcharge:**

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in 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 as set forth in the Tariff.

- (4) 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 pursuant to Section 4.3 of the General Terms and Conditions of the Tariff. If incrementally priced facilities are used on a secondary basis the charge for service should also include the incremental rate.

Firm Transportation Service Agreement  
Rate Schedule TF-HP

between

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

and

**DCP Midstream Marketing, LLC**  
(Shipper)

Dated: July 20, 2018



## Transportation Service Agreement

Rate Schedule TF-HP

Dated: July 20, 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: DCP MIDSTREAM MARKETING, 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.

The parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of all necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.
  - (ii) Transporter obtaining approval from senior management, and/or the approval of the management of WYCO Development LLC to construct and/or construct and lease to Transporter, a new receipt interconnect facility at or near the High Plains LaSalle Meter Station in Weld County, CO (La Salle #2 Meter Station), capable of measuring to approximately 100,000 to 300,000 Dth per day.
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.

**Recovery for Carbon Tax and Greenhouse Gas Costs:** Subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, CIG shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by CIG attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (i) the cost of any carbon emissions

Agreement No. 33761000-TFHPCIG

tax or other greenhouse gas assessment that is imposed on CIG, (ii) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets, that CIG incurs to comply with any greenhouse gas laws, rules or regulations, and/or (iii) costs incurred under a voluntary program of greenhouse gas mitigation. If (i) CIG is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through CIG's FERC-approved recourse rates, then Shipper will agree to modify its negotiated reservation rate under the FTSA by the amount of CIG's maximum reservation rate under Rate Schedule TF-HP that is attributable to such costs.

8. **Negotiated Rate:** Yes  No

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

<b>MDQ (Dth/d)</b>	<b>Effective</b>
150,000	June 1, 2015 – March 31, 2025
100,000	April 1, 2025 – April 30, 2025
50,000	May 1, 2025 – May 31, 2025

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

**Beginning:** April 1, 2015

**Ending:** May 31, 2025

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

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

**To Shipper:**

**Invoices:**

DCP Midstream Marketing LLC  
5718 Westheimer, Suite 2000  
Houston, TX 77057  
Attn: Lisa Bonasin

**All Notices:**

DCP Midstream Marketing LLC  
5718 Westheimer, Suite 2000  
Houston, TX 77057  
Attn: Lisa Bonasin

**To Transporter:**

See "Points of Contact" in the Tariff.

Agreement No. 33761000-TFHPCIG

12. **Effect on Prior Agreement:** When this Agreement becomes effective, it shall amend and restate the following agreement between the Parties: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 33761000-TFHPCIG, dated April 1, 2017.
13. **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 (1) year of the negotiated reservation charge multiplied by the MDQ effective 2 months following the Effective Date.
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.

Agreement No. 33761000-TFHPCIG

**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.**

**DCP MIDSTREAM MARKETING, LLC**

\_\_\_\_\_  
Gregory W. Ruben  
Vice President, Business Development

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

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

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

Accepted and agreed to this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018.

Accepted and agreed to this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Exhibit A**  
 to  
 Transportation Service Agreement  
 Rate Schedule TF-HP  
 between  
**Colorado Interstate Gas Company, L.L.C.**  
 and  
**DCP Midstream Marketing, LLC**  
 (Shipper)

Dated: July 20, 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>
47999 DCP OPER/CIG LUCERNE RECEIPT	(See ¶9)	Sufficient to enter Transporter's Facilities	1,200

<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>
800245 WIC/CIG (FLY) FLYING HAWK WELD	(See ¶9)	1,000	1,200

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. 33761000-TFHPCIG

**Exhibit B**  
 to  
 Transportation Service Agreement  
 Rate Schedule TF-HP  
 between  
**Colorado Interstate Gas Company, L.L.C.**  
 and  
**DCP Midstream Marketing, LLC**  
 (Shipper)

Dated: July 20, 2018

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rate</i>	<i>Fuel Reimbursement(4)</i>	<i>Surcharges</i>
As listed on Exhibit A	As listed on Exhibit A	June 30, 2017- The day before the later of the in-service date of the metering upgrades at DCP's LaSalle 2 Meter Station or April 1, 2019	(1a)	(1c)	(1)	(2)	(3)
As listed on Exhibit A	As listed on Exhibit A	The later of the in-service date of the metering upgrades at DCP's LaSalle 2 Meter Station or April 1, 2019 – May 31, 2025	(1b)	(1c)	(1)	(2)	(3)

**EXHIBIT B CONT'D**

<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 (4)</i>	<i>Commodity Rate (4)</i>	<i>Fuel Reimbursement(4)</i>	<i>Surcharges</i>
All High Plains	All High Plains	June 30, 2017 – The day before the later of the in-service date of the metering upgrades at DCP's LaSalle 2 Meter Station or April 1, 2019	(1a)	(1c)	(2)	(3)
All High Plains	All High Plains	The later of the in-service date of the metering upgrades at DCP's LaSalle 2 Meter Station or April 1, 2019 – May 31, 2025	(1b)	(1c)	(2)	(3)
All	All	(See ¶19)	(1)	(1)	(2)	(3)

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-HP or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rates shall be payable regardless of quantities transported. All entitlement or quantities scheduled by Transporter on the CIG mainline or North Raton Lateral facilities shall be subject, as applicable, to the appropriate mainline and/or the North Raton Lateral incremental reservation and commodity rates.
- (1a) Unless otherwise agreed by the Parties in writing, the rate for service shall be a negotiated reservation rate of \$2.9018 per Dth per month. For illustrative purposes only, the negotiated reservation rate for service to Flying Hawk is \$0.0954 per Dth per day on a 100% load factor basis
- (1b) Unless otherwise agreed by the Parties in writing, the rate for service shall be a negotiated reservation rate of \$3.2668 per Dth per month. For illustrative purposes only, the negotiated reservation rate for service to Flying Hawk is \$0.1074 per Dth per day on a 100% load factor basis.
- (1c) Unless otherwise agreed by the Parties in writing, the rate for service shall be a negotiated commodity rate of \$0.0000 per Dth per month.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

Agreement No. 33761000-TFHPCIG

## EXHIBIT B CONT'D

(3) **Surcharges, If Applicable:**

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

**High Plains Gas Quality Control Surcharge:**

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in 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 as set forth in the Tariff.

- (4) 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 pursuant to Section 4.3 of the General Terms and Conditions of the Tariff. If incrementally priced facilities are used on a secondary basis the charge for service should also include the incremental rate.



Firm Transportation Service Agreement  
Rate Schedule TF-HP

between

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

and

**DCP Midstream Marketing, LLC**  
(Shipper)

Dated: July 20, 2018~~April 1, 2017~~

Agreement No. 33761000-TFHPCIG

## Transportation Service Agreement

Rate Schedule TF-HP

Dated: ~~July 20, 2018~~ April 1, 2017

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

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** DCP MIDSTREAM MARKETING, 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.

The parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of all necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.
  - (ii) Transporter obtaining approval from senior management, and/or the approval of the management of WYCO Development LLC to construct and/or construct and lease to Transporter, a new receipt interconnect facility ies at or near the High Plains LaSalle Meter Station in Weld County, CO (La Salle #2 Meter Station), ~~to increase the capability of accurately~~ measuring to approximately 1200,000 to 300,000 Dth per day.
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.

**Recovery for Carbon Tax and Greenhouse Gas Costs:** Subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, CIG shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by CIG attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (i) the cost of any carbon emissions

Agreement No. 33761000-TFHPCIG

tax or other greenhouse gas assessment that is imposed on CIG, (ii) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets, that CIG incurs to comply with any greenhouse gas laws, rules or regulations, and/or (iii) costs incurred under a voluntary program of greenhouse gas mitigation. If (i) CIG is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through CIG's FERC-approved recourse rates, then Shipper will agree to modify its negotiated reservation rate under the FTSA by the amount of CIG's maximum reservation rate under Rate Schedule TF-HP that is attributable to such costs.

8. **Negotiated Rate:** Yes  X  No \_\_\_\_\_

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

<b>MDQ (Dth/d)</b>	<b>Effective</b>
150,000	June 1, 2015 – March 31, 2025
100,000	April 1, 2025 – April 30, 2025
50,000	May 1, 2025 – May 31, 2025

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

**Beginning:** April 1, 2015

**Ending:** May 31, 2025

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

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

**To Shipper:**

**Invoices:**

DCP Midstream Marketing LLC  
5718 Westheimer, Suite 2000  
Houston, TX 77057  
Attn: Lisa Bonasin

**All Notices:**

DCP Midstream Marketing LLC  
5718 Westheimer, Suite 2000  
Houston, TX 77057  
Attn: Lisa Bonasin

**To Transporter:**

See "Points of Contact" in the Tariff.

Agreement No. 33761000-TFHPCIG

12. **Effect on Prior Agreement:** When this Agreement becomes effective, it shall amend and restate the following agreement between the Parties: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 33761000-TFHPCIG, dated April 1, 2017, November 6, 2014.
13. **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 (1) year of the negotiated reservation charge multiplied by the MDQ effective 2 months following the Effective Date.
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.

Agreement No. 33761000-TFHPCIG

**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.**

**DCP MIDSTREAM MARKETING, LLC**

\_\_\_\_\_  
Gregory W. Ruben  
Vice President, Business Development

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

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

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

Accepted and agreed to this  
\_\_\_\_\_ day of \_\_\_\_\_, 20187.

Accepted and agreed to this  
\_\_\_\_\_ day of \_\_\_\_\_, 20187.

**Exhibit A**  
 to  
 Transportation Service Agreement  
 Rate Schedule TF-HP  
 between  
**Colorado Interstate Gas Company, L.L.C.**  
 and  
**DCP Midstream Marketing, LLC**  
 (Shipper)

Dated: ~~July 20, 2018~~ April 1, 2017

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>
47999 <u>DCP OPER/CIG LUCERNEucorne RECEIPT</u>	(See ¶9)	Sufficient to enter Transporter's Facilities	1,200

<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>
800245 <u>WIC/CIGFlying Hawk (FLY) FLYING HAWK WELD</u>	(See ¶9)	1,000	1,200

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.

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**Exhibit B**  
 to  
 Transportation Service Agreement  
 Rate Schedule TF-HP  
 between  
**Colorado Interstate Gas Company, L.L.C.**  
 and  
**DCP Midstream Marketing, LLC**  
 (Shipper)

Dated: ~~July 20~~~~April 1~~, 2018~~7~~

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rate</i>	<i>Fuel Reimbursement(4)</i>	<i>Surcharges</i>
As listed on Exhibit A	As listed on Exhibit A	<del>June 30, 2017</del> <del>April 1, 2015</del> The day before the later of the in-service date of the metering upgrades at DCP's LaSalle <u>2</u> -Meter Station or April 1, 201 <del>9</del> <del>7</del>	(1a)	(1c)	(1)	(2)	(3)
As listed on Exhibit A	As listed on Exhibit A	The later of the in-service date of the metering upgrades at DCP's LaSalle <u>2</u> -Meter Station or April 1, 201 <del>9</del> <del>7</del> – May 31, 2025	(1b)	(1c)	(1)	(2)	(3)

**EXHIBIT B CONT'D**

<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 (4)</i>	<i>Commodity Rate (4)</i>	<i>Fuel Reimbursement(4)</i>	<i>Surcharges</i>
All High Plains	All High Plains	<del>June 30, 2017</del> <del>April 1, 2015</del> – The day before the later of the in-service date of the metering upgrades at DCP's LaSalle 2 Meter Station or April 1, 2019	(1a)	(1c)	(2)	(3)
All High Plains	All High Plains	The later of the in-service date of the metering upgrades at DCP's LaSalle 2 Meter Station or April 1, 2019 – May 31, 2025	(1b)	(1c)	(2)	(3)
All	All	(See ¶19)	(1)	(1)	(2)	(3)

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-HP or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rates shall be payable regardless of quantities transported. All entitlement or quantities scheduled by Transporter on the CIG mainline or North Raton Lateral facilities shall be subject, as applicable, to the appropriate mainline and/or the North Raton Lateral incremental reservation and commodity rates.
- (1a) ~~Unless otherwise agreed by the Parties in writing, the rate for service shall be a negotiated reservation rate of \$2.7436 per Dth per month. For illustrative purposes only, the negotiated reservation rate for service to Flying Hawk is \$0.0902 per Dth per day on a 100% load factor basis. Unless otherwise agreed by the Parties in writing, the rate for service shall be a negotiated reservation rate of \$2.9018 per Dth per month. For illustrative purposes only, the negotiated reservation rate for service to Flying Hawk is \$0.0954 per Dth per day on a 100% load factor basis~~
- (1b) Unless otherwise agreed by the Parties in writing, the rate for service shall be a negotiated reservation rate of ~~\$32.26689018~~ per Dth per month. For illustrative purposes only, the negotiated reservation rate for service to Flying Hawk is \$0.10749954 per Dth per day on a 100% load factor basis.
- (1c) Unless otherwise agreed by the Parties in writing, the rate for service shall be a negotiated commodity rate of \$0.0000 per Dth per month.
- (2) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.



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## EXHIBIT B CONT'D

(3) **Surcharges, If Applicable:**

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

**High Plains Gas Quality Control Surcharge:**

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in 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 as set forth in the Tariff.

- (4) 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 pursuant to Section 4.3 of the General Terms and Conditions of the Tariff. If incrementally priced facilities are used on a secondary basis the charge for service should also include the incremental rate.