



June 20, 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 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 July 20, 2019, the tariff records update CIG's FERC Gas Tariff, Second Revised Volume No. 1 ("Tariff") to include a new negotiated rate, non-conforming Rate Schedule TF-HP transportation service agreement ("TSA").

### **Reason for Filing**

CIG and Rocky Mountain Midstream LLC ("RMM") executed TSA No. 214627-TFHPCIG. The TSA is a new negotiated rate agreement that includes non-conforming provisions that deviate from CIG's Rate Schedule TF-HP Form of Service Agreement ("*Pro Forma*") which requires Commission review and acceptance prior to becoming effective.<sup>1</sup>

### **Description of TSA**

RMM TSA No. 214627-TFHPCIG ("RMM TSA") provides for 410,000 Dth per day of firm transportation service on CIG's High Plains system.<sup>2</sup> In order to

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<sup>1</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.

<sup>2</sup> In 2018, CIG conducted an open season soliciting interest in up to 410,000 Dth per day of capacity associated with new potential receipt points in the Denver Julesburg Basin. Discovery DJ Services LLC ("Discovery") was awarded the full 410,000 Dth per day of capacity under TSA No. 214627-TFHPCIG. In September 2018, Discovery changed its name to Rocky Mountain Midstream LLC. In November 2018, TSA No. 214627-TFHPCIG was amended to reflect this name change and a rate change.

provide firm transportation service under the RMM TSA, CIG agreed to construct and operate the High Plains Kiowa Lateral Expansion Project (“Project”).<sup>3</sup> The RMM TSA includes a primary receipt point at Prairie Hound with primary delivery point at the High Five Meter Station (also referred to as the CIG 5C Lateral point). Additionally, the TSA describes the applicability of the CIG’s maximum recourse rate under Rate Schedule TF-HP for all secondary receipt and delivery points. The TSA’s term commences on the in-service date of the Project facilities and terminates ten years after the in service date.

### *Non-Conforming TSA Provision*

The RMM TSA contains a non-conforming provision addressing creditworthiness. This potentially non-conforming provision and the negotiated rates are described below.

#### *Creditworthiness*

Paragraph 5 of CIG’s *Pro Forma* allows for optional provisions that can be used when constructing additional facilities necessary to provide transportation service. As paragraph 5(iii) of the *Pro Forma* provides for a fill-in-the-blank provision, CIG and RMM used this fill-in-the-blank to add a potentially non-conforming provision related to creditworthiness.

Specifically, paragraph 5(iii) provides that during the term of the TSA, RMM must demonstrate creditworthiness equal to two years of anticipated charges for the transportation capacity. The additional creditworthiness requirement is necessary to provide CIG greater financial security given that CIG will undertake construction of new facilities necessary to provide the requested transportation service. The provision also provides that creditworthiness will be determined pursuant to Section 4.14 of the General Terms and Conditions (“GT&C”) of CIG’s Tariff. Although this language is non-conforming, CIG believes this provision is not unduly discriminatory and respectfully requests the Commission accept this non-conforming provision.<sup>4</sup>

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<sup>3</sup> CIG filed a prior notice request on January 24, 2019 in Docket No. CP19-56-000 seeking authorization to construct and operate the Kiowa Lateral, the Prairie Hound Meter Station, a new receipt meter on the Kiowa Lateral, the High Five Lateral and the High Five Meter Station, all located in Weld County, CO. The request was deemed approved on April 6, 2019 and is currently under construction. CIG anticipates an in-service date as early as July 20, 2019.

<sup>4</sup> The Commission has previously approved similar creditworthiness provisions associated with the construction of new facilities. See *Colorado Interstate Gas Company, L.L.C.*, unpublished letter order issued in Docket No. RP18-1125-000 dated September 27, 2018 and *El Paso Natural Gas Company, L.L.C.*, unpublished letter order issued in Docket No. RP13-169-000 dated November 30, 2012.

*Negotiated Rates and Footnotes*

Section 4.17 of the GT&C allows CIG and shippers to agree to a service rate that varies from the minimum-to-maximum range provided in the Tariff's Statement of Rates. As described below, Exhibit B, notes (1a) through (1d) of the RMM TSA, identify and describe negotiated reservation rates applicable to certain portions of capacity that are applicable to the primary points of receipt and delivery throughout the term of the TSA.

- From the in-service date through month 6 of the TSA, a negotiated reservation rate of \$2.0531 per Dth will apply to 75,000 Dth of capacity and a negotiated reservation rate of \$0.0000 per Dth will apply to the remaining 335,000 Dth of capacity.
- For months 7 through 13, a negotiated reservation rate of \$2.0531 per Dth will apply to 125,000 Dth of capacity and a negotiated reservation rate of \$0.0000 per Dth will apply to the remaining 285,000 Dth of capacity.
- From month 13 through the end of Year 2, a negotiated reservation rate of \$2.0531 per Dth will apply to 200,000 Dth of capacity and a negotiated reservation rate of \$0.0000 per Dth will apply to the remaining 210,000 Dth of capacity.
- For years 3 through 10, a negotiated reservation rate of \$2.0531 per Dth will apply to 325,000 Dth of capacity and a negotiated reservation rate of \$0.0000 per Dth will apply to the remaining 85,000 Dth of capacity.

Correspondingly, the RMM TSA contemplates negotiated commodity rates in notes (1e) through (1h) applicable to the primary points of receipt and delivery.

- From the in-service date through month 6 of the TSA, a negotiated commodity rate of \$0.0000 per Dth will apply to the first 75,000 Dth of capacity and a negotiated commodity rate of \$0.0675 per Dth will apply to the remaining 335,000 Dth of capacity that is used by RMM in the month.
- For months 7 through 13, a negotiated commodity rate of \$0.0000 per Dth will apply to the first 125,000 Dth of capacity and a negotiated commodity rate of \$0.0675 per Dth will apply to the remaining 285,000 Dth of capacity used by RMM in the month.
- From month 13 through the end of year 2, a negotiated commodity rate of \$0.0000 per Dth will apply to the first 200,000 Dth of capacity and a negotiated commodity rate of \$0.0675 per Dth will apply to the remaining 210,000 Dth of capacity used by RMM in the month.

- For years 3 through 10, a negotiated commodity rate of \$0.0000 per Dth will apply to the first 325,000 Dth of capacity and a negotiated commodity rate of \$0.0675 per Dth will apply to the remaining 85,000 Dth of capacity used by RMM in the month.

While these footnotes vary from the wording set forth in the *Pro Forma*, CIG and RMM included these detailed fill-in-the blank provisions to clarify the application of the negotiated rates. They are identified for the Commission out of an abundance of caution.

### **Description of Filing**

This filing includes the transmittal letter and marked and clean versions of the proposed tariff records. Attachment A of this filing contains a list of all of the proposed tariff records. Attachment B contains an executed copy of the TSA. CIG is also including a marked version of the TSA reflecting the changes made from the *Pro Forma* in Attachment C.

### **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 I, Overview, Section 1 – Table of Contents and Part VII, Non-Conforming include RMM TSA No. 214627-TFHPCIG as a non-conforming agreement.

Part VII, Non-Conforming - Sections 17.0 through 17.2 are added to include RMM TSA No. 214627-TFHPCIG in the Tariff.<sup>5</sup>

### **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 Section 154.7(a)(6) of the Commission's regulations is omitted. In accordance with the applicable provisions of the Commission's regulations, CIG is submitting an eTariff XML filing package, which includes the following:

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<sup>5</sup> Subsequent to the execution of the RMM TSA, CIG assigned a point identification number ("PIN") to the CIG 5C Lateral delivery point. CIG has included the PIN in the tariff records submitted herein.

- a) a transmittal letter;
- b) under Attachment A, a list of the submitted tariff records;
- c) under Attachment B, an executed copy of the aforementioned TSA;
- d) under Attachment C, a marked version of the TSA reflecting changes from the *Pro Forma*; 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 issue an order to permit them to become effective coincident with the TSA's effective date of July 20, 2019, which is the anticipated in service date of the Project facilities. 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

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.

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 20<sup>th</sup> day of June, 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 Filing

Second Revised Volume No. 1

Part I: Overview

Section 1 Table of Contents Version 32.0.0

Part VII: Non-Conforming Agreement

Title Page Version 20.0.0

Section 17 Rocky Mountain Midstream LLC #214627-TFHPCIG Version 0.0.0

Section 17.1 Rocky Mountain Midstream LLC #214627-TFHPCIG Exh A Version 0.0.0

Section 17.2 Rocky Mountain Midstream LLC #214627-TFHPCIG Exh B Version 0.0.0

## **Attachment B**



Agreement No. 214627-TFHPCIG

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

between

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

and

**ROCKY MOUNTAIN MIDSTREAM LLC  
(Shipper)**

DATED: November 20, 2018

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

Dated: November 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:** ROCKY MOUNTAIN MIDSTREAM 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 a FERC certificate for the additional facilities, as well as the receipt 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) 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; and
  - (iii) Shipper agrees to demonstrate creditworthiness equal to two (2) years of the greatest anticipated charges for the transportation capacity. CIG will assess the creditworthiness of Shipper in the manner described in the CIG FERC Gas Tariff, at Section 4.14 of the General Terms and Conditions.
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 X No   

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

MDQ (Dth/day)	Effective
410,000	See ¶10

10. **Term of Firm Transportation Service:** Beginning: The In-service date of the High Plains 2019 Expansion, anticipated June 1, 2019.  
Ending: Ten years after the in-service date

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:**

**ROCKY MOUNTAIN MIDSTREAM LLC**

One Williams Center

Tulsa, OK 74172

Attn: G&P Accounting WRC-2

**All Notices:**

**ROCKY MOUNTAIN MIDSTREAM LLC**

One Williams Center

Tulsa, OK 74172

Attn: Contract Administration

CommercialContracts@Williams.com

**To Transporter:**

See "Points of Contact" in the Tariff.

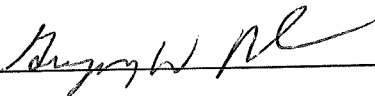
12. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement between the Parties: The Firm Transportation Service Agreement between Transporter and Shipper (formerly Discovery DJ Services LLC), referred to as Transporter's Agreement No.214627-TFHPCIG, dated August 20, 2018.

13. **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:**

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

  
\_\_\_\_\_  
GREGORY W. RUBEN  
\_\_\_\_\_  
Vice President


Accepted and agreed to this

15<sup>th</sup> day of January, ~~2018~~ <sup>2019</sup> MWR

**SHIPPER:**

**ROCKY MOUNTAIN MIDSTREAM LLC**

By: Williams Rocky Mountain Midstream Operating, LLC, its operator  
By: Williams Rocky Mountain Midstream Holdings LLC, its sole member  
By: Williams MLP Operating, LLC, its sole member

  
\_\_\_\_\_  
Walter J. Bennett  
\_\_\_\_\_  
Senior Vice President - West

*BJ*

Accepted and agreed to this

14<sup>th</sup> day of January, ~~2018~~ <sup>2019</sup>

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

DATED: November 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>
50608 Prairie Hound	(See ¶9)	Sufficient Pressure to Enter Transporter's Facilities	1440

<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>
PIN TBD CIG 5C Lateral	(See ¶9)	Transporter's Line Pressure at this Location	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  
**TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE TF-HP**  
between  
**COLORADO INTERSTATE GAS COMPANY, L.L.C.**  
and  
**ROCKY MOUNTAIN MIDSTREAM LLC**  
(Shipper)

DATED: November 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>
See Exhibit A	See Exhibit A	In service date through 6 months	(1a)	(1e)	(1)	(2)	(3)
See Exhibit A	See Exhibit A	Month 7 through Month 12	(1b)	(1f)	(1)	(2)	(3)
See Exhibit A	See Exhibit A	Month 13 through Year 2	(1c)	(1g)	(1)	(2)	(3)
See Exhibit A	See Exhibit A	Year 3 through Year 10	(1d)	(1h)	(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	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) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to a negotiated reservation rate of \$2.0531 per Dth per month, which shall be payable on 75,000 Dth/day of capacity. For the remaining 335,000 Dth/day of Shipper's capacity a negotiated rate of \$0.00/Dth shall apply.
- (1b) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to a negotiated reservation rate of \$2.0531 per Dth per month, which shall be payable on 125,000 Dth/day of capacity. For the remaining 285,000 Dth/day of Shipper's capacity a negotiated reservation rate of \$0.00/Dth shall apply.
- (1c) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to a negotiated reservation rate of \$2.0531 per Dth per month, which shall be payable on 200,000 Dth/day of capacity. For the remaining 210,000 Dth/day of Shipper's capacity a negotiated rate of \$0.00/Dth shall apply.

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

DATED: November 20, 2018

- (1d) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to a negotiated reservation rate of \$2.0531 per Dth per month, which shall be payable on 325,000 Dth/day of capacity. For the remaining 85,000 Dth/day of Shipper's capacity a negotiated rate of \$0.00/Dth shall apply.
- (1e) As provided in Section 4.17 of the General Terms and Conditions of the Transporter's Tariff, the Parties agree to a negotiated commodity rate of \$0.0000/Dth, which shall be applicable to the first 75,000 of Shipper's capacity, for any portion of Shipper's remaining 335,000 Dth of capacity that is used by Shipper in the month, a negotiated commodity rate of \$0.0675/Dth shall apply.
- (1f) As provided in Section 4.17 of the General Terms and Conditions of the Transporter's Tariff, the Parties agree to a negotiated commodity rate of \$0.0000/Dth, which shall be applicable to the first 125,000 of Shipper's capacity. For any portion of Shipper's remaining 285,000 Dth of capacity that is used by Shipper in the month, a negotiated commodity rate of \$0.0675/Dth shall apply.
- (1g) As provided in Section 4.17 of the General Terms and Conditions of the Transporter's Tariff, the Parties agree to a negotiated commodity rate of \$0.0000/Dth, which shall be applicable to the first 200,000 of Shipper's capacity. For any portion of Shipper's remaining 210,000 Dth of capacity that is used by Shipper in the month, a negotiated commodity rate of \$0.0675/Dth shall apply.
- (1h) As provided in Section 4.17 of the General Terms and Conditions of the Transporter's Tariff, the Parties agree to a negotiated commodity rate of \$0.0000/Dth, which shall be applicable to the first 325,000 of Shipper's capacity. For any portion of Shipper's remaining 85,000 Dth of capacity that is used by Shipper in the month, a negotiated commodity rate of \$0.0675/Dth shall apply.
- (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

**ROCKY MOUNTAIN MIDSTREAM LLC**  
(Shipper)

DATED: November 20, 2018

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

Dated: November 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:** ROCKY MOUNTAIN MIDSTREAM 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 a FERC certificate for the additional facilities, as well as the receipt 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) 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; and
  - (iii) Shipper agrees to demonstrate creditworthiness equal to two (2) years of the greatest anticipated charges for the transportation capacity. CIG will assess the creditworthiness of Shipper in the manner described in the CIG FERC Gas Tariff, at Section 4.14 of the General Terms and Conditions.
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 X No \_\_\_\_\_

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

MDQ (Dth/day)	Effective
410,000	See ¶10

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

Beginning: The In-service date of the High Plains 2019  
Expansion, anticipated June 1, 2019.  
Ending: Ten years after the in-service date

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:**

ROCKY MOUNTAIN MIDSTREAM LLC  
One Williams Center  
Tulsa, OK 74172  
Attn: G&P Accounting WRC-2

**All Notices:**

ROCKY MOUNTAIN MIDSTREAM LLC  
One Williams Center  
Tulsa, OK 74172  
Attn: Contract Administration  
CommercialContracts@Williams.com

**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 (formerly Discovery DJ Services LLC), referred to as Transporter's Agreement No. 214627-TFHPCIG, dated August 20, 2018.

13. **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:**

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

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

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2019.

**SHIPPER:**

**ROCKY MOUNTAIN MIDSTREAM LLC**

**By: Williams Rocky Mountain Midstream Operating, LLC, Its operator**  
**By: Williams Rocky Mountain Midstream Holdings LLC, Its sole member**  
**By: Williams MLP Operating, LLC, Its sole member**

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

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

DATED: November 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>
50608 Prairie Hound	(See ¶9)	Sufficient Pressure to Enter Transporter's Facilities	1440

<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>
53893 CIG 5C Lateral	(See ¶9)	Transporter's Line Pressure at this Location	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  
TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE TF-HP  
between  
**COLORADO INTERSTATE GAS COMPANY, L.L.C.**  
and  
**ROCKY MOUNTAIN MIDSTREAM LLC**  
(Shipper)

DATED: November 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>
See Exhibit A	See Exhibit A	In service date through 6 months	(1a)	(1e)	(1)	(2)	(3)
See Exhibit A	See Exhibit A	Month 7 through Month 12	(1b)	(1f)	(1)	(2)	(3)
See Exhibit A	See Exhibit A	Month 13 through Year 2	(1c)	(1g)	(1)	(2)	(3)
See Exhibit A	See Exhibit A	Year 3 through Year 10	(1d)	(1h)	(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	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 ~~at the following~~ negotiated reservation rate(s) of \$2.0531 per Dth per Month, which shall be payable regardless of quantities transported on 75,000 Dth/day of capacity. For the remaining 335,000 Dth/day of Shipper's capacity a negotiated rate of \$0.00/Dth shall apply.
- (1b) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to ~~at the following~~ negotiated reservation rate(s) of \$2.0531 per Dth per month, which shall be payable regardless of quantities transported on 125,000 Dth/day of capacity. For the remaining 285,000 Dth/day of Shipper's capacity a negotiated reservation rate of \$0.00/Dth shall apply.
- (1c) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to ~~at the following~~ negotiated reservation rate(s) of \$2.0531 per Dth per month, which shall be payable regardless of quantities transported on 200,000 Dth/day of capacity. For the remaining 210,000 Dth/day of Shipper's capacity a negotiated rate of \$0.00/Dth shall apply.

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

DATED: November 20, 2018

- (1d) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to ~~at the following~~ negotiated reservation rate(s) of \$2.0531 per Dth per month, which shall be payable regardless of quantities transported on 325,000 Dth/day of capacity. For the remaining 85,000 Dth/day of Shipper's capacity a negotiated rate of \$0.00/Dth shall apply.
- (1e) As provided in Section 4.17 of the General Terms and Conditions of the Transporter's Tariff, the Parties agree to ~~at the following~~ negotiated commodity rate(s) of \$0.0000/Dth, which shall be applicable to the first 75,000 Dth of Shipper's capacity, for any portion of Shipper's remaining 335,000 Dth of capacity that is used by Shipper in the month, a negotiated commodity rate of \$0.0675/Dth shall apply payable regardless of quantities transported.
- (1f) As provided in Section 4.17 of the General Terms and Conditions of the Transporter's Tariff, the Parties agree to ~~at the following~~ negotiated commodity rate(s) of \$0.0000/Dth, which shall be applicable to the first 125,000 Dth of Shipper's capacity. For any portion of Shipper's remaining 285,000 Dth of capacity that is used by Shipper in the month, a negotiated rate of \$0.0675/Dth shall apply payable regardless of quantities transported.
- (1g) As provided in Section 4.17 of the General Terms and Conditions of the Transporter's Tariff, the Parties agree to ~~at the following~~ negotiated commodity rate(s) of \$0.0000/Dth, which shall be applicable to the first 200,000 Dth of Shipper's capacity. For any portion of Shipper's remaining 210,000 Dth of capacity that is used by Shipper in the month, a negotiated commodity rate of \$0.0675/Dth shall apply payable regardless of quantities transported.
- (1h) As provided in Section 4.17 of the General Terms and Conditions of the Transporter's Tariff, the Parties agree to ~~at the following~~ negotiated commodity rate(s) of \$0.0000/Dth, which shall be applicable to the first 325,000 Dth of Shipper's capacity. For any portion of Shipper's remaining 85,000 Dth of capacity that is used by Shipper in the month, a negotiated commodity rate of \$0.0675/Dth shall apply payable regardless of quantities transported.
- (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.

**CLEAN TARIFF SECTIONS**



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Section 8	Noble Energy, Inc. #33179000-TF1CIG
Section 9	DCP Midstream Marketing, LLC #33674000A
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Section 14	DCP Midstream Marketing, LLC #213517-TF1CIG
Section 15	Southwest Energy, L.P. #214483-TF1CIG
Section 16	Black Hills Northwest Wyoming Gas Utility Company, LLC #214677-TF1CIG
Section 17	Rocky Mountain Midstream LLC #214627-TFHPCIG

List of Non-Conforming Agreements:

Anadarko Energy Services Company #213006-TF1CIG  
Anadarko Energy Services Company #213526-TFHPCIG  
Anadarko Energy Services Company #33666000-TFHPCIG  
Black Hills Northwest Wyoming Gas Utility Company, LLC #214677-TF1CIG  
Black Hills Service Company LLC #215680-TF1CIG  
Black Hills Service Company LLC #215686-TF1CIG  
Black Hills Service Company LLC #215683-TF1CIG  
Colorado Springs Utilities #33247000  
Concord Energy LLC #214093-TF1CIG  
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Public Service Company of Colorado NNT-1 Agreement #31050000-NNT1CIG  
Rocky Mountain Midstream LLC #214627-TFHPCIG  
Southwest Energy, L.P. TF-1 Agreement #214483-TF1CIG

## NON-CONFORMING AGREEMENTS

### List of Non-Conforming Agreements

Section 1	Concord Energy LLC #214093-TF1CIG
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Section 17	Rocky Mountain Midstream LLC #214627-TFHPCIG

Agreement No. 214627-TFHPCIG

FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE TF-HP

between

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

and

**ROCKY MOUNTAIN MIDSTREAM LLC**  
(Shipper)

DATED: November 20, 2018



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

Dated: November 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:** ROCKY MOUNTAIN MIDSTREAM 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 a FERC certificate for the additional facilities, as well as the receipt 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) 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; and
  - (iii) Shipper agrees to demonstrate creditworthiness equal to two (2) years of the greatest anticipated charges for the transportation capacity. CIG will assess the creditworthiness of Shipper in the manner described in the CIG FERC Gas Tariff, at Section 4.14 of the General Terms and Conditions.
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.

Agreement No. 214627-TFHPCIG

8. **Negotiated Rate:** Yes  No

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

<b>MDQ (Dth/day)</b>	<b>Effective</b>
410,000	See ¶10

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

Beginning: The In-service date of the High Plains 2019  
Expansion, anticipated June 1, 2019.  
Ending: Ten years after the in-service date

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:**

**ROCKY MOUNTAIN MIDSTREAM LLC**

One Williams Center

Tulsa, OK 74172

Attn: G&P Accounting WRC-2

**All Notices:**

**ROCKY MOUNTAIN MIDSTREAM LLC**

One Williams Center

Tulsa, OK 74172

Attn: Contract Administration

CommercialContracts@Williams.com

**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 (formerly Discovery DJ Services LLC), referred to as Transporter's Agreement No. 214627-TFHPCIG, dated August 20, 2018.

13. **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.

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**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 \_\_\_\_\_, 2019.

**SHIPPER:**

**ROCKY MOUNTAIN MIDSTREAM LLC**

By: Williams Rocky Mountain Midstream Operating, LLC, Its operator  
By: Williams Rocky Mountain Midstream Holdings LLC, Its sole member  
By: Williams MLP Operating, LLC, Its sole member

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

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

DATED: November 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>
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<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>
53893 CIG 5C Lateral	(See ¶9)	Transporter's Line Pressure at this Location	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.

Ex. A-1

Agreement No. 214627-TFHPCIG

**EXHIBIT B**  
 to  
 TRANSPORTATION SERVICE AGREEMENT  
 RATE SCHEDULE TF-HP  
 between  
**COLORADO INTERSTATE GAS COMPANY, L.L.C.**  
 and  
**ROCKY MOUNTAIN MIDSTREAM LLC**  
 (Shipper)  
 DATED: November 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>
See Exhibit A	See Exhibit A	In service date through 6 months	(1a)	(1e)	(1)	(2)	(3)
See Exhibit A	See Exhibit A	Month 7 through Month 12	(1b)	(1f)	(1)	(2)	(3)
See Exhibit A	See Exhibit A	Month 13 through Year 2	(1c)	(1g)	(1)	(2)	(3)
See Exhibit A	See Exhibit A	Year 3 through Year 10	(1d)	(1h)	(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	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 a negotiated reservation rate of \$2.0531 per Dth per month, which shall be payable on 75,000 Dth/day of capacity. For the remaining 335,000 Dth/day of Shipper's capacity a negotiated rate of \$0.00/Dth shall apply.
- (1b) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to a negotiated reservation rate of \$2.0531 per Dth per month, which shall be payable on 125,000 Dth/day of capacity. For the remaining 285,000 Dth/day of Shipper's capacity a negotiated reservation rate of \$0.00/Dth shall apply.
- (1c) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to a negotiated reservation rate of \$2.0531 per Dth per month, which shall be payable on 200,000 Dth/day of capacity. For the remaining 210,000 Dth/day of Shipper's capacity a negotiated rate of \$0.00/Dth shall apply.

Ex. B-1

Agreement No. 214627-TFHPCIG

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

DATED: November 20, 2018

- (1d) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to a negotiated reservation rate of \$2.0531 per Dth per month, which shall be payable on 325,000 Dth/day of capacity. For the remaining 85,000 Dth/day of Shipper's capacity a negotiated rate of \$0.00/Dth shall apply.
- (1e) As provided in Section 4.17 of the General Terms and Conditions of the Transporter's Tariff, the Parties agree to a negotiated commodity rate of \$0.0000/Dth, which shall be applicable to the first 75,000 of Shipper's capacity, for any portion of Shipper's remaining 335,000 Dth of capacity that is used by Shipper in the month, a negotiated commodity rate of \$0.0675/Dth shall apply.
- (1f) As provided in Section 4.17 of the General Terms and Conditions of the Transporter's Tariff, the Parties agree to a negotiated commodity rate of \$0.0000/Dth, which shall be applicable to the first 125,000 of Shipper's capacity. For any portion of Shipper's remaining 285,000 Dth of capacity that is used by Shipper in the month, a negotiated commodity rate of \$0.0675/Dth shall apply.
- (1g) As provided in Section 4.17 of the General Terms and Conditions of the Transporter's Tariff, the Parties agree to a negotiated commodity rate of \$0.0000/Dth, which shall be applicable to the first 200,000 of Shipper's capacity. For any portion of Shipper's remaining 210,000 Dth of capacity that is used by Shipper in the month, a negotiated commodity rate of \$0.0675/Dth shall apply.
- (1h) As provided in Section 4.17 of the General Terms and Conditions of the Transporter's Tariff, the Parties agree to a negotiated commodity rate of \$0.0000/Dth, which shall be applicable to the first 325,000 of Shipper's capacity. For any portion of Shipper's remaining 85,000 Dth of capacity that is used by Shipper in the month, a negotiated commodity rate of \$0.0675/Dth shall apply.
- (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.

Ex. B-2

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List of Non-Conforming Agreements:

Anadarko Energy Services Company #213006-TF1CIG  
Anadarko Energy Services Company #213526-TFHPCIG  
Anadarko Energy Services Company #33666000-TFHPCIG  
Black Hills Northwest Wyoming Gas Utility Company, LLC #214677-TF1CIG  
Black Hills Service Company LLC #215680-TF1CIG  
Black Hills Service Company LLC #215686-TF1CIG  
Black Hills Service Company LLC #215683-TF1CIG  
Colorado Springs Utilities #33247000  
Concord Energy LLC #214093-TF1CIG  
DCP Midstream Marketing, LLC TF-HP Agreement #33674000A  
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Public Service Company of Colorado NNT-1 Agreement #31050000-NNT1CIG  
**Rocky Mountain Midstream LLC #214627-TFHPCIG**  
Southwest Energy, L.P. TF-1 Agreement #214483-TF1CIG

## 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 Service Company LLC #215686-TF1CIG
- Section 4 Black Hills Service Company LLC #215680-TF1CIG
- Section 5 Black Hills Service Company LLC #215683-TF1CIG
- Section 6 Colorado Springs Utilities #33247000
- Section 7 Public Service Company of Colorado #31050000-NNT1CIG
- Section 8 Noble Energy, Inc. #33179000-TF1CIG
- 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
- Section 13 Anadarko Energy Services Company #213526-TFHPCIG
- Section 14 DCP Midstream Marketing, LLC #213517-TF1CIG
- Section 15 Southwest Energy, L.P. #214483-TF1CIG
- Section 16 Black Hills Northwest Wyoming Gas Utility Company, LLC #214677-TF1CIG
- Section 17 Rocky Mountain Midstream LLC #214627-TFHPCIG

Agreement No. 214627-TFHPCIG

FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE TF-HP

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

ROCKY MOUNTAIN MIDSTREAM LLC  
(Shipper)

DATED: November 20, 2018

Agreement No. 214627-TFHPCIG

**Transportation Service Agreement**

Rate Schedule TF-HP

Dated: November 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: ROCKY MOUNTAIN MIDSTREAM 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 a FERC certificate for the additional facilities, as well as the receipt 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) 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; and
  - (iii) Shipper agrees to demonstrate creditworthiness equal to two (2) years of the greatest anticipated charges for the transportation capacity. CIG will assess the creditworthiness of Shipper in the manner described in the CIG FERC Gas Tariff, at Section 4.14 of the General Terms and Conditions.
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.



Agreement No. 214627-TFHPCIG

8. **Negotiated Rate:** Yes  No

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

<u>MDQ (Dth/day)</u>	<u>Effective</u>
<u>410,000</u>	<u>See ¶10</u>

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

Beginning: The In-service date of the High Plains 2019

Expansion, anticipated June 1, 2019.

Ending: Ten years after the in-service date

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:

ROCKY MOUNTAIN MIDSTREAM LLC

One Williams Center

Tulsa, OK 74172

Attn: G&P Accounting WRC-2

All Notices:

ROCKY MOUNTAIN MIDSTREAM LLC

One Williams Center

Tulsa, OK 74172

Attn: Contract Administration

CommercialContracts@Williams.com

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 (formerly Discovery DJ Services LLC), referred to as Transporter's Agreement No. 214627-TFHPCIG, dated August 20, 2018.

13. **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. 214627-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.**

**ROCKY MOUNTAIN MIDSTREAM LLC**

By: Williams Rocky Mountain Midstream Operating, LLC, Its operator

By: Williams Rocky Mountain Midstream Holdings LLC, Its sole member

By: Williams MLP Operating, LLC, Its sole member

1 \_\_\_\_\_ 2

3 \_\_\_\_\_ 4

Accepted and agreed to this \_\_\_\_\_ Accepted and agreed to this \_\_\_\_\_

5 \_\_\_\_\_ 6 \_\_\_\_\_ 7 8  
\_\_\_\_\_ day of \_\_\_\_\_, 2019. \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Agreement No. 214627-TFHPCIG

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

DATED: November 20, 2018

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

<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>
50608 Prairie Hound	(See ¶9)	Sufficient Pressure to Enter Transporter's Facilities	1440

<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>
53893 CIG 5C Lateral	(See ¶9)	Transporter's Line Pressure at this Location	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.

Ex. A-1

Agreement No. 214627-TFHPCIG

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

<u>Primary Point(s) of Receipt</u>	<u>Primary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (4)</u>	<u>Commodity Rate (4)</u>	<u>Authorized Overrun Rate</u>	<u>Fuel Reimbursement (4)</u>	<u>Surcharges</u>
<u>See Exhibit A</u>	<u>See Exhibit A</u>	<u>In service date through 6 months</u>	<u>(1a)</u>	<u>(1e)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
<u>See Exhibit A</u>	<u>See Exhibit A</u>	<u>Month 7 through Month 12</u>	<u>(1b)</u>	<u>(1f)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
<u>See Exhibit A</u>	<u>See Exhibit A</u>	<u>Month 13 through Year 2</u>	<u>(1c)</u>	<u>(1g)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
<u>See Exhibit A</u>	<u>See Exhibit A</u>	<u>Year 3 through Year 10</u>	<u>(1d)</u>	<u>(1h)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</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 (4)</u>	<u>Commodity Rate (4)</u>	<u>Fuel Reimbursement (4)</u>	<u>Surcharges</u>
<u>All</u>	<u>All</u>	<u>(See ¶9)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>

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 a negotiated reservation rate of \$2.0531 per Dth per month, which shall be payable on 75,000 Dth/day of capacity. For the remaining 335,000 Dth/day of Shipper's capacity a negotiated rate of \$0.00/Dth shall apply.
- (1b) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to a negotiated reservation rate of \$2.0531 per Dth per month, which shall be payable on 125,000 Dth/day of capacity. For the remaining 285,000 Dth/day of Shipper's capacity a negotiated reservation rate of \$0.00/Dth shall apply.
- (1c) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to a negotiated reservation rate of \$2.0531 per Dth per month, which shall be payable on 200,000 Dth/day of capacity. For the remaining 210,000 Dth/day of Shipper's capacity a negotiated rate of \$0.00/Dth shall apply.

Ex. B-1

Agreement No. 214627-TFHPCIG

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

DATED: November 20, 2018

- (1d) As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to a negotiated reservation rate of \$2.0531 per Dth per month, which shall be payable on 325,000 Dth/day of capacity. For the remaining 85,000 Dth/day of Shipper's capacity a negotiated rate of \$0.00/Dth shall apply.
- (1e) As provided in Section 4.17 of the General Terms and Conditions of the Transporter's Tariff, the Parties agree to a negotiated commodity rate of \$0.0000/Dth, which shall be applicable to the first 75,000 of Shipper's capacity, for any portion of Shipper's remaining 335,000 Dth of capacity that is used by Shipper in the month, a negotiated commodity rate of \$0.0675/Dth shall apply.
- (1f) As provided in Section 4.17 of the General Terms and Conditions of the Transporter's Tariff, the Parties agree to a negotiated commodity rate of \$0.0000/Dth, which shall be applicable to the first 125,000 of Shipper's capacity. For any portion of Shipper's remaining 285,000 Dth of capacity that is used by Shipper in the month, a negotiated commodity rate of \$0.0675/Dth shall apply.
- (1g) As provided in Section 4.17 of the General Terms and Conditions of the Transporter's Tariff, the Parties agree to a negotiated commodity rate of \$0.0000/Dth, which shall be applicable to the first 200,000 of Shipper's capacity. For any portion of Shipper's remaining 210,000 Dth of capacity that is used by Shipper in the month, a negotiated commodity rate of \$0.0675/Dth shall apply.
- (1h) As provided in Section 4.17 of the General Terms and Conditions of the Transporter's Tariff, the Parties agree to a negotiated commodity rate of \$0.0000/Dth, which shall be applicable to the first 325,000 of Shipper's capacity. For any portion of Shipper's remaining 85,000 Dth of capacity that is used by Shipper in the month, a negotiated commodity rate of \$0.0675/Dth shall apply.
- (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.

Ex. B-2