



July 29, 2022

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming Agreement Update Filing;
Colorado Interstate Gas Company, L.L.C.
Docket No. RP22-

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 Appendix A. Proposed with an effective date of September 1, 2022, the tariff records update CIG's FERC Gas Tariff, Second Revised Volume No. 1 ("Tariff") to reflect an amendment to an existing non-conforming Rate Schedule TF-HP transportation service agreement ("TSA").

Reason for Filing

TSA No. 336660000-TFHP1CIG ("AESC TSA") between CIG and Anadarko Energy Services Company ("AESC") is an existing conforming agreement for firm transportation service on CIG's High Plains system that is included in CIG's Tariff. Recently, CIG and AESC agreed to amend this agreement to remove a non-conforming provision. The amended TSA continues to include non-conforming provisions that deviate from CIG's Rate Schedule TF-HP Form of Service Agreement ("*Pro Forma*") therefore; CIG is submitting the AESC TSA to the Commission for its review and acceptance.

Description of the Amended TSA

The AESC TSA is a non-conforming, maximum rate TSA with a primary point of Lancaster Meter Station (PIN 800360) and a primary delivery point of Flying Hawk (PIN 800245). The maximum delivery quantity is 400,000 Dekatherms per day. The TSA terminates on April 30, 2024.

CIG and AESC have agreed to remove an existing non-conforming provision in paragraph 10 that addressed the potential adjustment of the contract term as it is no longer applicable. However, both parties agreed to retain other

non-conforming provisions in the AESC TSA that were previously reviewed and accepted by the Commission.¹ These non-conforming provisions address creditworthiness, fuel reimbursement and surcharges. CIG notes the TSA also includes minor housekeeping updates to fill-in-the-blank provisions related to contact information and delivery pressure and changes to certain titles and footnotes in the TSA to conform them to CIG's *Pro Forma*. No other changes have been made.

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. Accordingly, CIG is submitting the following tariff records:

Part VII, Non-Conforming - Sections 10.0 through 10.2 are modified to reflect the amended AESC TSA No. 33666000-TFHPCIG.

Procedural Matters

In accordance with the applicable provisions of the Commission's regulations,² CIG is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter;
- b) Appendix A, a list of the submitted tariff records;
- c) Appendix B, an executed copy of the aforementioned TSA;
- d) Appendix 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 records for filing and permit them to become effective on September 1, 2022 consistent with the effective date of the amended AESC TSA. With respect to any tariff record the Commission allows to go into effect without change, CIG hereby moves to place the tendered tariff record into effect at the end of a minimal suspension period, if any, established by the Commission.

Correspondence and communications concerning this filing should be directed to:

¹ The Commission most recently reviewed and accepted these non-conforming provisions in Docket No. RP15-1094-000 (July 23, 2015)(unpublished letter order).

² 18 C.F.R. § 154.101 – 154.603 (2021).

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. Tony Sala
Managing Counsel
Colorado Interstate Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (713) 420-6431
Tony_Sala@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 29th day of July, 2022.

/s/

Francisco Tarin

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

COLORADO INTERSTATE GAS COMPANY, L.L.C
Non-Conforming Transportation Service Agreement Update Filing
RP22-____

Second Revised Volume No. 1

Part VII: Non-Conforming Agreements

Section 10	Anadarko Energy Services Company #33666000-TFHPCIG	Version 2.0.0
Section 10.1	Anadarko Energy Services Company #33666000-TFHPCIG Exh A	Version 2.0.0
Section 10.2	Anadarko Energy Services Company #33666000-TFHPCIG Exh B	Version 2.0.0

Appendix B

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-HP

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

ANADARKO ENERGY SERVICES COMPANY
(Shipper)

DATED: April 12, 2022

Transportation Service Agreement

Rate Schedule TF-HP

Dated: April 12, 2022

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

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

MDQ (Dth/day)	Effective
400,000	September 1, 2022 - April 30, 2024
10. **Term of High Plains Firm Transportation Service:** Beginning: May 1, 2014
Ending: April 30, 2024

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:

ANADARKO ENERGY SERVICES COMPANY
P.O. BOX 1330
HOUSTON, TX 77251-1330
Attn: Accounts Payable

All Notices:

ANADARKO ENERGY SERVICES COMPANY
P.O. BOX 1330
HOUSTON, TX 77251-1330
Attn: Contract Administration

To Transporter:

See "Points of Contact" in the Tariff.


12. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on September 1, 2022: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 33666000-TFHPCIG, last amended on August 1, 2015.
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.
14. **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 \$21 million.

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.**



Will W Brown


VP Commercial

Accepted and agreed to this

25TH day of July, 2022.

SHIPPER:

ANADARKO ENERGY SERVICES COMPANY



Shawn McGovern

Executive Vice President- Natural Gas Marketing

Accepted and agreed to this

25th day of July, 2022.

EXHIBIT A
to
TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-HP
between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
ANADARKO ENERGY SERVICES COMPANY
(Shipper)

DATED: April 12, 2022

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>
800360 KERRMCGE/CIG (LAN) LANCASTER METER	400,000	Sufficient Pressure to Enter Transporter's Facilities	1,270

<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 (FLY) FLYING HAWK WELD	400,000	935	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.

EXHIBIT B
to
TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-HP
between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
ANADARKO ENERGY SERVICES COMPANY
(Shipper)

DATED: April 12, 2022

<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	(See ¶9)	(1)	(1)	(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>Authorized Overrun Rate</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
All	All	(See ¶9)	(1)	(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.
- (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. Transporter agrees that in the event the High Plains capacity is increased through the addition of compression, Transporter shall seek incremental fuel charges on the expansion capacity.
- (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, which provides that deliveries to Flying Hawk (FLY) will not be assessed this surcharge. 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.

Appendix C

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TF-HP

between

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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.
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6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes ___ No X
9. **Maximum Delivery Quantity (MDQ):**

MDQ (Dth/day)	Effective
400,000	September 1, 2022 - April 30, 2024
10. **Term of High Plains Firm Transportation Service:** Beginning: May 1, 2014
Ending: April 30, 2024

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.

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(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 \$21 million.

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.**

ANADARKO ENERGY SERVICES COMPANY

Accepted and agreed to this

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_____ day of _____, 2022.

_____ day of _____, 2022.

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COLORADO INTERSTATE GAS COMPANY, L.L.C.
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(Shipper)

DATED: April 12, 2022

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

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800245 (FLY) FLYING HAWK WELD	400,000	1,000	1,200

Notes:

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- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

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All	All	(See ¶9)	(1)	(1)	(1)	(2)	(3)

Notes:

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- (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. Transporter agrees that in the event the High Plains capacity is increased through the addition of compression, Transporter shall seek incremental fuel charges on the expansion capacity.
- (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, which provides that deliveries to Flying Hawk (FLY) will not be assessed this surcharge. 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

ANADARKO ENERGY SERVICES COMPANY
(Shipper)

DATED: ~~August 1, 2015~~ April 12, 2022

Transportation Service Agreement

Rate Schedule TF-HP

Dated: ~~April 12~~~~ugust 4~~, 2022~~15~~

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

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** ANADARKO ENERGY SERVICES COMPANY
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.
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8. **Negotiated Rate:** Yes ___ No X
9. **Maximum Delivery Quantity (MDQ):**

MDQ
(Dth/day)

Effective

400,000

~~September~~May 1, 2022~~15~~ -to April 30, 2024

10. **Term of High Plains Firm Transportation Service:** Beginning: May 1, 2014
Ending: April 30, 2024

~~Should the maximum applicable tariff rate for this service be reduced in the future resulting in Transporter receiving less total undiscounted dollar reservation revenue under this Agreement than would be received by Transporter for ten (10) years of 225,000 Dth/day of TF-HP service at the maximum reservation rate on March 1, 2012, Transporter and Shipper shall enter into a substitute lawful arrangement (subject to the then applicable maximum and minimum tariff rates) extending the term of the Agreement so that the total undiscounted dollar reservation revenues shall be at least equal to the undiscounted dollar revenue that would have been received by~~

~~Transporter for ten (10) years of 225,000 Dth/day of TF-HP service at the maximum reservation rate on March 1, 2012.~~

~~Agreement No. 33666000-TFHPCIG~~

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.

Agreement No. 33666000-TFHPCIG

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

To Shipper:

Invoices:

ANADARKO ENERGY SERVICES COMPANY

~~P.O. Box 13304099 18TH STREET~~

~~Houston, TX 77251-1330 DENVER, CO 80202~~

Attn: Accounts Payable ~~ing Supervisor, Operational Accounting~~

All Notices:

ANADARKO ENERGY SERVICES COMPANY

~~P.O. Box 13304099 18TH STREET~~

~~Houston, TX 77251 DENVER, CO 80202~~

Attn: ~~Contract Administration~~ Regional Manager, Gas Marketing

~~Phone: 720-929-6324~~

~~Facsimile: 720-929-7324~~

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** ~~This agreement will amend the following agreement between the Parties with the changes to be effective on September 1, 2022: 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. 33666000-TFHPCIG, last amended on dated August 15, 2015, pril 30, 2012.~~

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.

14. **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.

Agreement No. 33666000-TFHPCIG

- (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 \$21 million.

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.**

ANADARKO ENERGY SERVICES COMPANY

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2022~~15~~.

_____ day of _____, 2022~~15~~.

EXHIBIT A
 to
 TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-HP
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
ANADARKO ENERGY SERVICES COMPANY
 (Shipper)

DATED: ~~April 12, 2022~~ August 1, 2015

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>
		Sufficient Pressure to Enter Transporter's Facilities	
800360 KERRMCGE/CIG (LAN) LANCASTER METER	400,000		1,270

<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	400,000	935	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. 33666000-TFHPCIG

EXHIBIT B
 to
 TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-HP
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
ANADARKO ENERGY SERVICES COMPANY
 (Shipper)

DATED: ~~April 12~~ ~~August 4~~, 20~~22~~~~15~~

<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	(See ¶19)	(1)	(1)	(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 other points of receipt	All other points of delivery	(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.
- (2) Fuel Reimbursement shall be as stated on Transporter's ~~Part II: Statement Schedule of Rates~~ ~~Surcharges and Fees~~ in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Transporter agrees that in the event the High Plains capacity is increased through the addition of compression, Transporter shall seek incremental fuel charges on the expansion capacity.
- (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 ~~r~~Reservation ~~r~~Rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in the Tariff, which provides that deliveries to Flying Hawk (FLY) will not be assessed this surcharge. Reservation rates 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

ANADARKO ENERGY SERVICES COMPANY
(Shipper)

DATED: April 12, 2022

Transportation Service Agreement

Rate Schedule TF-HP

Dated: April 12, 2022

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

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

MDQ (Dth/day)	Effective
400,000	September 1, 2022 - April 30, 2024
10. **Term of High Plains Firm Transportation Service:** Beginning: May 1, 2014
Ending: April 30, 2024

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.

Agreement No. 33666000-TFHPCIG

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

To Shipper:

Invoices:

ANADARKO ENERGY SERVICES COMPANY
P.O. Box 1330
Houston, TX 77251-1330
Attn: Accounts Payable

All Notices:

ANADARKO ENERGY SERVICES COMPANY
P.O. Box 1330
Houston, TX 77251
Attn: Contract Administration

To Transporter:

See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on September 1, 2022: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 33666000-TFHPCIG, last amended on August 15, 2015.
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.
14. **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.

Agreement No. 33666000-TFHPCIG

- (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 \$21 million.

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.**

ANADARKO ENERGY SERVICES COMPANY

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2022.

_____ day of _____, 2022.

Agreement No. 33666000-TFHPCIG

EXHIBIT A
 to
 TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-HP
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
ANADARKO ENERGY SERVICES COMPANY
 (Shipper)

DATED: April 12, 2022

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>
		Sufficient Pressure to Enter Transporter's Facilities	
800360 KERRMCGE/CIG (LAN) LANCASTER METER	400,000		1,270

<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	400,000	935	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. 33666000-TFHPCIG

EXHIBIT B
 to
 TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TF-HP
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
ANADARKO ENERGY SERVICES COMPANY
 (Shipper)
 DATED: April 12, 2022

<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	(See ¶19)	(1)	(1)	(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.
- (2) Fuel Reimbursement shall be as stated on Transporter's Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Transporter agrees that in the event the High Plains capacity is increased through the addition of compression, Transporter shall seek incremental fuel charges on the expansion capacity.
- (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, which provides that deliveries to Flying Hawk (FLY) will not be assessed this surcharge. Reservation rates 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.