

March 31, 2025

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

Attention: Ms. Debbie-Anne A. Reese, Secretary

Re: Removal of Non-Conforming and Negotiated Rate Agreements Filing; Colorado Interstate Gas Company, L.L.C.; Docket No. RP25-

Commissioners:

Colorado Interstate Gas Company, L.L.C. ("CIG") tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed in the attached Appendix A to its FERC Gas Tariff, Second Revised Volume No. 1 ("Tariff"). Proposed with an effective date of May 1, 2025, these tariff records reflect the removal of three firm transportation service agreements ("TSAs") currently included in CIG's Tariff.

### Description of Filing

Part II, Statement of Negotiated Rates, Section 4.2 of CIG's Tariff includes TSA No. 219115-TF1CIG, a negotiated rate TSA with Conoco Phillips Company ("Conoco"). Recently, CIG and Conoco executed an amendment to the TSA which extends the term through April 30, 2033. Additionally, effective May 1, 2025, the service rate for transportation will change from a negotiated rate to CIG's maximum reservation rate under Rate Schedule TF-1 as displayed in the Statement of Rates in CIG's Tariff. The maximum reservation rate will be effective through the remaining term of the TSA. Therefore, CIG proposes to remove the TSA from its Tariff effective May 1, 2025.

Part II, Statement of Negotiated Rates, Section 4.8 of CIG's Tariff includes TSA No. 218854-TF1CIG, a negotiated rate TSA with Black Hills Service Company, LLC ("BHSC") that terminated pursuant to its terms on October 31, 2024. CIG proposes to remove this expired agreement from its Tariff effective May 1, 2025.

Part VII, Non-Conforming, Sections 11.0 through 11.3 of CIG's Tariff includes TSA No. 33761000-TFHP, a non-conforming, negotiated rate TSA between CIG and DCP Midstream Marketing, LLC ("DCP"). DCP and CIG have executed an amendment to this agreement which extends the term of the TSA through May 31, 2027. Additionally, effective May 1, 2025, the service rate for

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transportation will change from a negotiated rate to CIG's maximum reservation rate under Rate Schedule TF-HP as displayed in the Statement of Rates in CIG's Tariff. The maximum reservation rate will be effective through the remaining term of the TSA. The amended TSA also removes all non-conforming provisions from the agreement. Therefore, CIG proposes to remove the TSA from its Tariff effective May 1, 2025.

### Tariff Provisions

Pursuant to Subpart C of Part 154 of the Commission's Regulations<sup>1</sup>, CIG is submitting the following tariff records to update the TSAs included in its Tariff.

Part I: Overview, Table of Contents updates the list of non-conforming agreements to remove references to the DCP TSA.

Part II: Statement of Negotiated Rates is updated to reflect the removal of the Conoco TSA and the expired BHSC TSA from the Tariff.

Part VII: Non-Conforming Title Page and Section 11 are updated to remove the DCP TSA from the Tariff.

### Procedural Matters

In accordance with the applicable provisions of the Commission's regulations,<sup>2</sup> CIG is submitting an eTariff XML filing package, which includes the

- a) a transmittal letter;
- b) Appendix A, a list of proposed tariff sections; and
- c) clean and marked versions of the tariff sections in PDF format.<sup>3</sup>

CIG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on May 1, 2025, which is not less than thirty days nor more than sixty days following the submission of this filing. With respect to any tariff record the Commission allows to go into effect without change, CIG hereby moves to place the tendered tariff records into effect at the end of any minimal suspension period established by the Commission.

Correspondence and communications concerning this filing should be directed to:

<sup>&</sup>lt;sup>1</sup> 18 C.F.R. §§ 154.101 - 154.603 (2024).

<sup>&</sup>lt;sup>2</sup> 18 C.F.R. §§ 154.101 - 154.603 (2024).

<sup>&</sup>lt;sup>3</sup> CIG has made conforming changes to the applicable tariff record header information to reflect the removal of the TSAs from the Tariff.

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Ms. Shelly L. Busby Director, Regulatory Colorado Interstate Gas Company, L.L.C. Post Office Box 1087 Colorado Springs, CO 80944 Telephone: (719) 520-4657 CIGRegulatoryAffairs@kindermorgan.com Mr. Tony Sala Vice President and Managing Counsel Colorado Interstate Gas Company, L.L.C. 1001 Louisiana Street, Suite 1000 Houston, TX 77002 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 she 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 her knowledge and belief; and (iii) that she possesses full power and authority to sign this filing.

Respectfully submitted,

COLORADO INTERSTATE GAS COMPANY, L.L.C.

By\_\_\_\_\_/s/\_\_

Shelly L. Busby Director, Regulatory

Enclosures

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## 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 31<sup>st</sup> day of March, 2025.

<u>/s/</u> Shelly L. Busby

Post Office Box 1087 Colorado Springs, CO 80944 (719) 520-4657

## COLORADO INTERSTATE GAS COMPANY, L.L.C Removal of Non-Conforming and Negotiated Rate Agreements Filing RP25-\_\_\_\_

## Second Revised Volume No. 1

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### List of Non-Conforming Agreements:

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### Reserved

Statement of Negotiated Rates
(Rates per Dth/day)
(runes per 2 ur un))

Rate Schedule TF-1 Shipper Identification	Term of Service			Commodity Rate	Primary Point(s) of Receipt	Primary Point(s) of Delivery
ConocoPhillips Company	5/1/22 4/30/25	13,000	(1a) #219115-	(1) TF1CIG_4/	-800212 (DOV) DOVER METER ST	

Secondary Point(s) of Receipt	Secondary Point(s) of Delivery			
(1a) (1)				
891645 (BLF) BLUE FOREST	800229 (ELK) ELK BASIN			
800229 (ELK) ELK BASIN	800104 (BOW) BOWIE			
291665 (KIN) KING METER STATION	800116 (BTW) BAXTER TO WIC			
858600 (MAR) MARIANNE RECEIPT	800212 (DOV) DOVER METER			
800104 (BOW) BOWIE				
800212 (DOV) DOVER METER	800235 (ES2) ECHO SPRINGS			
891881 (CGF) CAVE GULCH FED	291661 (TOM) TOMAHAWK			
	291666 (FRS) FLORIS			
800235 (ES2) ECHO SPRINGS	800638 (RNR) RINER ROAD			
800638 (RNR) RINER ROAD	800769 (WEL) WELD COUNTY KN			
800769 (WEL) WELD COUNTY KN	800058 (AHD) ARROWHEAD			
	800094 (BKP) BAKER PEPL			
892242 (GDH) GARDENHIRE REC				
	800335 (KAN) KANDA			
800253 (FRW) FREWEN LAKE				
	892247 (CZH) CRAZY HORSE			
800282 (GRN) GREEN RIVER NPC	891044 (FOR) FORGAN			
891885 (HMF) HAMS FORK	800282 (GRN) GREEN RIVER			
800234 (ERS) EAST ROCK SPRINGS	891129 (DUM) DUMAS STATION			
800089 (BIG) BIG BLUE				
800359 (LAM) LAKIN MASTER				
892218 (HGL) HATCH GULCH REC	800089 (BIG) BIG BLUE			
800140 (CHD) CHROME DOME	800666 (RTŴ) RÁWLINS TO WIC			
800666 (RTW) RAWLINS TO WIC				
891706 (CLS) CARLSON	891735 (MID) MIDDY CREEK			
808680 (BEN) BENT WAGON TRAIL	800794 (WRM) WHITE RIVER			
853800 (KIO) KIOWA				
891831 (SNW) SANDWASH	800230 (EMS) EMERALD SPRINGS			

Issued on: March 31, 2025

Effective on: May 1, 2025

800055 (ABM) AIRPORT/BLACK 800118 (BUL) BULLFROG/TEPEE		
895009 (LOS) LOST CABIN		
0/300/ (LOS) LOST CALIN	894180 (PAT) PATRICK DRAW	6)1652 (551) SARD SI KINGS
	895008 (TAB) TABLE ROCK	
	800794 (WRM) WHITE RIVER	
	891862 (MSN) MADISON	
	292036 (LCK) LOST CREEK CIG	
	800196 (DCM) DARK CANYON	
Secondary Point(s)		Secondary Point(s)
of Receipt		
<del>(1a) (1)</del>		
	827250 (MTS) MEETEETSEE	
	800616 (RCL) ROAN CLIFFS	
	800493 (NHP) NORTHERN HSP	
	800078 (BEA) BEAVER	
	892265 (ANA) ANABUTTES REC 800143 (CHP) CENTRAL HSP	
	800326 (IHP) CIG WYOMING ML	
	800332 (JHP) CIG OPAL HEADSTATION	
	800733 (UHP) UINTAH HSP	
	800742 (VHP) POWDER RIVER HSP	
	800827 (YHP) WIND RIVER DRY HSP	
	800838 (ZHP) WIND RIVER WET HSP	
	••••••• ()	
(1)		ons that do not pair a Primary or Secondary Receipt Point
(1)		Primary or Secondary Delivery Point listed immediately
(1)		
(1)	listed immediately above with a	Primary or Secondary Delivery Point listed immediately
	listed immediately above with a Notes:	Primary or Secondary Delivery Point listed immediately above.
(1) Unless otherwise agreed by the Parties in writing, t	listed immediately above with a Notes: the rates for service shall be Transporter's maximum rates for serv	Primary or Secondary Delivery Point listed immediately above.
(1) Unless otherwise agreed by the Parties in writing, t Rate Schedules, as such rates may be cha	listed immediately above with a Notes: the rates for service shall be Transporter's maximum rates for serv unged from time to time. All entitlement or quantities scheduled b	Primary or Secondary Delivery Point listed immediately above. ice under Rate Schedule TF-1 or other superseding y Transporter on the High Plains or North Raton
(1) Unless otherwise agreed by the Parties in writing, t Rate Schedules, as such rates may be cha Lateral facilities shall be subject, as app	Iisted immediately above with a Notes: the rates for service shall be Transporter's maximum rates for serv unged from time to time. All entitlement or quantities scheduled b blicable, to the appropriate High Plains and/or North Raton Latera	Primary or Secondary Delivery Point listed immediately above. ice under Rate Schedule TF-1 or other superseding y Transporter on the High Plains or North Raton l incremental reservation and commodity rates.
(1) Unless otherwise agreed by the Parties in writing, t Rate Schedules, as such rates may be cha Lateral facilities shall be subject, as app	listed immediately above with a Notes: the rates for service shall be Transporter's maximum rates for serv unged from time to time. All entitlement or quantities scheduled b	Primary or Secondary Delivery Point listed immediately above. ice under Rate Schedule TF-1 or other superseding y Transporter on the High Plains or North Raton l incremental reservation and commodity rates.
(1) Unless otherwise agreed by the Parties in writing, t Rate Schedules, as such rates may be cha Lateral facilities shall be subject, as app	Notes: the rates for service shall be Transporter's maximum rates for serv unged from time to time. All entitlement or quantities scheduled b blicable, to the appropriate High Plains and/or North Raton Latera Reservation rate(s) shall be payable regardless of quantities trans	Primary or Secondary Delivery Point listed immediately above. ice under Rate Schedule TF-1 or other superseding y Transporter on the High Plains or North Raton I incremental reservation and commodity rates. ported.
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Effective on: May 1, 2025

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of 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 electronic bulletin board and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

(5) This contract does not deviate in any material aspect from the form of service agreement.

### Reserved Statement of Negotiated Rates (Rates per Dth)

<del>R/S TF-1 Shipper Identification</del>	Term of Negotiated Rate	Reservation Rate 5/6/	Commodity Rate 5/6/	Authorized Overrun		Primary Point(s) of Receipt	<u>Primary Point(s)</u> <u>of Delivery</u>
Black Hills Service Company, (#218854-TF1CIC		2/	1/ 4/ 5/	1/	<u>13,000</u>		<u>–892315–Black Wolf</u>
	<u> </u>	3/	1-/4/ 5/	1/	-		
						<u>Secondary Point(s)</u> of Receipt	<u>Secondary Point(s)</u>
		2/ 3/	1/ 4/ 5/	1/		Any	Any—

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- 2/ As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rates(s) \$17.3375, inclusive of any otherwise applicable incremental lateral reservation rate (e.g., North Raton Lateral Incremental Reservation Rates) except for the High Plains system incremental lateral reservation rate (i.e., the TF-HP Reservation Rate), which shall be payable regardless of quantities transported.

Part II: Stmt. of Rates Section 4.8 - Reserved Version 2.0.0

- 3/ As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rates(s) \$19.2629, inclusive of any otherwise applicable lateral incremental reservation rate (e.g., North Raton Lateral Incremental Reservation Rates) except for the High Plains system incremental lateral reservation rate (i.e., the TF-HP Reservation Rate), which shall be payable regardless of quantities transported.
- 4/ 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.
- 5/ All applicable surcharges, unless otherwise specified, shall be the maximum charge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

- The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

- The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.
- 6/ Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.
- 7/ This contract does not deviate in any material aspect from the form of service agreement or the tariff.

Version 33.0.0

### NON-CONFORMING AGREEMENTS

- Section 1 Concord Energy LLC #214093-TF1CIG
- Section 2 Black Hills Service Company LLC #217671-TF1CIG
- Section 3 Public Service Company of Colorado #33319000-TF1CIG
- Section 4 Black Hills Service Company LLC #215680-TF1CIG
- Section 5 Black Hills Service Company LLC #215683-TF1CIG
- Section 6 Reserved
- Section 7 Public Service Company of Colorado #31050000-NNT1CIG
- Section 8 Noble Energy, Inc. #33179000-TF1CIG
- Section 9 Reserved
- Section 10 Anadarko Energy Services Company #33666000-TFHPCIG
- Section 11 Reserved 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 Rocky Mountain Midstream LLC #216430-TF1CIG
- Section 16 Black Hills Service Company LLC #214677-TF1CIG
- Section 17 Rocky Mountain Midstream LLC #214627-TFHPCIG
- Section 18 Reserved
- Section 19 Reserved
- Section 20 Public Service Company of Colorado #33342000-TF1CIG
- Section 21 Reserved
- Section 22 Colorado Springs Utilities #216641-TIHPCIG

Part VII: Non-Conforming Section 11 - Reserved Version 3.0.0

Reserved

Agreement No. 33761000-TFHPCIG

### Firm Transportation Service Agreement Rate Schedule TF-HP

between

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

and

### DCP Midstream Marketing, LLC (Shipper)

Dated: July 20, 2018

Part VII: Non-Conforming Section 11 - Reserved Version 3.0.0

#### Agreement No. 33761000-TFHPCIG Transportation Service Agreement

Rate Schedule TF-HP Dated: July 20, 2018

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

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

2. Shipper: DCP MIDSTREAM MARKETING, LLC

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

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

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

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

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

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

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

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

**Recovery for Carbon Tax and Greenhouse Gas Costs:** Subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, CIG shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by CIG attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (i) the cost of any carbon emissions Agreement No. 33761000-TFHPCIG

tax or other greenhouse gas assessment that is imposed on CIG, (ii) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets, that CIG incurs to comply with any greenhouse gas laws, rules

Part VII: Non-Conforming Section 11 - Reserved Version 3.0.0

		TF-HP that is attributable to such cos
	8	Negotiated Rate: Yes <u>X</u> No
	9	— Maximum Delivery Quantity (MDQ
-MDQ (Dth/d)		Effectiv
— <del>150,000</del>		June 1, 2015 – March 31, 2025
— <del>100,000</del>		April 1, 2025 – April 30,-2025
— <del>50,000</del>		May 1, 2025 – May 31, 2025
<del>10</del>	. Term of Hig	h Plains Firm Transportation Service
	Beginning:	April 1, 201
	Ending:	May 31, 202
actual right of first refusal shall ap	oply to this agreement, pursuant	to Section 4.9 of the General Terms an Conditions of the Taril
	11.	Notices, Statements, and Bill
		To Shippe
		Invoices
		DCP Midstream Marketing LL
		DCP Midstream Marketing LL 5718 Westheimer, Suite 200 Houston, TX 7705
		Invoice DCP Midstream Marketing LL 5718 Westheimer, Suite 200 Houston, TX 7705 Attn: Lisa Bonasi Attn: Lisa Bonasi
		Invoice DCP Midstream Marketing LL 5718 Westheimer, Suite 200 Houston, TX 7705 Attn: Lisa Bonasi Attn: Lisa Bonasi DCP Midstream Marketing LL
		Invoice DCP Midstream Marketing LL 5718 Westheimer, Suite 200 Houston, TX 7705 Attn: Lisa Bonasi OCP Midstream Marketing LL 5718 Westheimer, Suite 200
		Invoice DCP Midstream Marketing LL 5718 Westheimer, Suite 200 Houston, TX 7705 Attn: Lisa Bonasi Attn: Lisa Bonasi DCP Midstream Marketing LL
		Invoice DCP Midstream Marketing LL 5718 Westheimer, Suite 200 Houston, TX 7705 Attn: Lisa Bonasi OCP Midstream Marketing LL 5718 Westheimer, Suite 200 Houston, TX 7705

Part VII: Non-Conforming Section 11 - Reserved Version 3.0.0

#### Agreement No. 33761000-TFHPCIG

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

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

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

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

(c) As an alternative Shipper may satisfy its creditworthiness obligation by providing and maintaining, at its option: (i) an irrevocable letter of credit acceptable to Transporter; or (ii) a deposit in advance; or (iii) an irrevocable, unconditional guarantee acceptable to Transporter issued by another person or entity which satisfies the creditworthiness standards set forth in this section. Such letter of credit, deposit, or guarantee shall be equal to one (1) year of the negotiated reservation charge multiplied by the MDQ effective 2 months following the Effective Date.

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

Part VII: Non-Conforming Section 11 - Reserved Version 3.0.0

#### Agreement No. 33761000-TFHPCIG

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

TRANSPORTER: SHIPPER:

COLORADO INTERSTATE GAS COMPANY, L.L.C. DCP MIDSTREAM MARKETING, LLC

By:\_\_\_\_\_\_By:\_\_\_\_\_\_Gregory W. Ruben
\_\_\_\_\_\_Gregory W. Ruben
\_\_\_\_\_\_Vice President, Business DevelopmentName:\_\_\_\_\_\_

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

Part VII: Non-Conforming Section 11.1 - Reserved Version 3.0.0

#### Reserved

Agreement No. 33761000-TFHPCIG

## **Exhibit A**

to Transportation Service Agreement Rate Schedule TF-HP between Colorado Interstate Gas Company, L.L.C. and DCP Midstream Marketing, LLC

(Shipper)

Dated: July 20, 2018

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

Primary Point(s) of Receipt (1)	Primary Point(s) of Receipt Quantity (Dth per Day) (2)	Minimum Receipt Pressure (p.s.i.g.) (4)	Maximum Receipt Pressure (p.s.i.g.) (4)
47999 DCP OPER/CIG LUCERNE RECEIPT	<del>(See ¶9)</del>	Sufficient to enter Transporter's Facilities	<del>1,200</del>

Primary Point(s) of Delivery (1)	Primary Point(s) of Delivery Quantity (Dth per Day) (3)	Minimum Delivery Pressure (p.s.i.g.) (4)	<del>Maximum Delivery</del> <del>Pressure</del> <del>(p.s.i.g.) (4)</del>
800245 WIC/CIG (FLY) FLYING HAWK WELD	( <del>See ¶9)</del>	<del>1,000</del>	<del>1,200</del>

#### 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.

Part VII: Non-Conforming Section 11.2 - Reserved Version 3.0.0

### Reserved

Agreement No. 33761000-TFHPCIG **Exhibit B** to Transportation Service Agreement Rate Schedule TF-HP between **Colorado Interstate Gas Company, L.L.C.** and **DCP Midstream Marketing, LLC** (Shipper)

Dated: July 20, 2018

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

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	Fuel				Primary and Secondary	Primary and Secondary
	Reimbursement(4	<b>Commodity</b>	-Reservation		Point(s) of	Point(s) of
Surcharg	· +	<del>Rate (4)</del>	<del>Rate (4)</del>	Effective Dates	Delivery	Receipt
4	<del>(2)</del>	<del>(1c)</del>	<del>(1a)</del>	June 30, 2017 The day before the later of the in- service date of the metering upgrades at DCP's LaSalle 2 Meter Station or April 1, 2019	All High Plains	All High Plains
4	<del>(2)</del>	<del>(1c)</del>	<del>(1b)</del>	The later of the in-service date of the metering upgrades at DCP's LaSalle 2 Meter Station or April 1, 2019 – May 31, 2025	All High Plains	All High Plains
4	<del>(2)</del>	(1)	(1)	<del>(See ¶9)</del>	All	All

#### NOTES:

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

(1a)Unless otherwise agreed by the Parties in writing, the rate for service shall be a negotiated reservation rate of \$2.9018 per Dth per month. For illustrative purposes only, the negotiated reservation rate for service to Flying Hawk is \$0.0954 per Dth per day on a 100% load factor basis

(1b)Unless otherwise agreed by the Parties in writing, the rate for service shall be a negotiated reservation rate of \$3.2668 per Dth per month. For illustrative purposes only, the negotiated reservation rate for service to Flying Hawk is \$0.1074 per Dth per day on a 100% load factor basis.

(1c)Unless otherwise agreed by the Parties in writing, the rate for service shall be a negotiated commodity rate of \$0.0000 per Dth per month.

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

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#### Surcharges, If Applicable:

<del>(3)</del>

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.

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