



January 16, 2026

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

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

Re: Non-Conforming Agreement Filing;
Colorado Interstate Gas Company, L.L.C.;
Docket No. RP26-

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 February 6, 2026, the tariff records update CIG's FERC Gas Tariff, Second Revised Volume No. 1 ("Tariff") to include a new non-conforming Rate Schedule ESD-T transportation service agreement ("TSA"). CIG respectfully requests a waiver of the 30-day notice requirement to effectuate the requested February 6, 2026 effective date, and that the Commission shorten the 12-day comment period to facilitate the requested effective date, as discussed below.

Background

On April 8, 2024, CIG filed an application in Docket No. CP24-124-000 ("Application") seeking authorizations necessary to provide a new firm transportation balancing service associated with CIG's Totem Enhanced Deliverability Project under a new Rate Schedule ESD-T.¹ In Exhibit I of its Application, CIG submitted a copy of an executed TSA with Public Service Company of Colorado ("PSCo") to provide service under the new Rate Schedule ESD-T ("PSCo TSA").² The PSCo TSA begins on the Commencement Date as defined in its paragraph 12³ and terminates on April 30, 2040. The PSCo TSA

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- ¹ Rate Schedule ESD-T provides for a new firm transportation balancing service which makes gas withdrawn from CIG's Totem Storage Field available for delivery to specified points on CIG's High Plains system.
 - ² CIG submitted *pro forma* Rate Schedule ESD-T tariff records, including a Form of Service Agreement for Rate Schedule ESD-T, in its Application. On December 30, 2025, CIG filed to implement these tariff records effective February 1, 2026 in Docket No. RP26-333-000 ("Implementation Filing"). These tariff records are pending before the Commission.
 - ³ The Commencement Date is defined as the date on which CIG is authorized to place facilities in service and begin providing service under Rate Schedule ESD-T. CIG anticipates an in-service date as early as February 1, 2026.

includes maximum delivery and maximum daily withdrawal quantities of 50,000 Dth per day for the term of the contract. In the Application, CIG requested that the Commission review and pre-approve certain provisions as non-conforming that did not conform to the Form of Service Agreement for Rate Schedule ESD-T that was proposed in the Application (“Application Pro Forma”). Those non-conforming provisions are: conditions precedent in paragraph 6 (with one condition precedent referring to Exhibit C of the TSA), partial month service in paragraph 12, and a credit provision in paragraph 15.⁴ Finally, as relevant here, the PSCo TSA included a few other provisions that did not conform to the Application Pro Forma.

Reason for Filing

On March 20, 2025, the Commission issued an order (“March Order”) granting the authorizations requested in the Application with certain conditions.⁵ In the March Order, the Commission reviewed the proposed tariff modifications to implement the Rate Schedule ESD-T service, including the Application Pro Forma, and found they reasonably reflected Commission policy.⁶ The Commission also reviewed the three non-conforming provisions of the PSCo TSA as CIG requested. The Commission found these provisions to be permissible.⁷ The March Order also directed CIG to file an executed copy of the non-conforming agreement and identify and disclose all non-conforming provisions affecting the substantive rights of the parties.⁸ CIG was further directed to file tariff records identifying the agreement as a non-conforming agreement pursuant to the Commission’s regulations.⁹ Therefore, consistent with the March Order and the Commission’s regulations, CIG is submitting the required information and tariff records for the Commission’s review and acceptance.

CIG and PSCo recently executed a new Rate Schedule ESD-T TSA (“Replacement TSA”) replacing the PSCo TSA submitted in the Application primarily to update Exhibit C and slightly modify the language in two conditions precedent in paragraph 6. These changes are the only difference between the non-conforming provisions in paragraphs 6, 12 and 15 in the PSCo TSA previously reviewed by the Commission, and the Replacement TSA. Other changes included in the Replacement TSA are fill-in-the-blank changes, and changes removing language or words that do not conform to the Form of Service Agreement for Rate Schedule ESD-T submitted in the Implementation Filing¹⁰ (“Implementation Pro

⁴ See *Colorado Interstate Gas Co.*, 190 FERC ¶ 61,174, at P 28 (2025) (“March Order”).

⁵ March Order at P 1. A recalculation of the initial deliverability rate was one of those conditions. See March Order at PP 18-25.

⁶ March Order at P 27.

⁷ See *Id.* at P 28-31.

⁸ *Id.* at P 32.

⁹ *Id.*

¹⁰ See *infra* note 2 at 1. Although the Application Pro Forma and the Implementation Pro Forma are identical, CIG is using two terms for clarity and precision only.

Forma”). To be clear, CIG is submitting for the Commission’s review only the provisions in the Replacement TSA that do not conform to the Implementation Pro Forma. The non-conforming provisions in the Replacement TSA submitted for review are: the three provisions previously reviewed by the Commission (paragraphs 6, 12, and 15), Exhibit C, paragraph 9, and two instances of changing “parties” to “Parties”.¹¹ These provisions are discussed below and marked in Attachment C to this filing.

Regarding the non-conforming provisions in paragraphs 6, 12 and 15 previously preapproved, the Commission specifically found that they are permissible because they do not present a risk of undue discrimination, do not adversely affect the operational conditions of providing service, and do not result in any shipper receiving a different quality of service.¹² Only paragraph 6 has been modified from the previous provisions reviewed by the Commission. In the second subparagraph (a) of paragraph 6, the language was modified to more succinctly state the condition precedent. In the second subparagraph (b) of paragraph 6, the word “pro forma” was deleted. Neither of these changes were intended to substantively change the provision. Therefore, there have been no changes that impact the Commission’s previous conclusions.

With respect to the non-conforming provision in paragraph 9, the change from the Implementation Pro Forma simply facilitates the use of the defined term of “Commencement Date” in another paragraph as the start of the service date. The replacement of “parties” with “Parties” similarly only improves the clarity of the agreement. These changes do not confer any substantive rights.

The last deviation from the Implementation Pro Forma is Exhibit C to the Replacement TSA which contains rates for the Rate Schedule ESD-T service. One of the conditions precedent in paragraph 6 previously reviewed and approved by the Commission is the receipt by CIG of FERC approval of the rates included in Exhibit C of the agreement. As noted in the Application, the parties to the agreement agreed to include a copy of the pro forma Statement of Rates for the new Rate Schedule ESD-T as an additional exhibit to memorialize the applicable maximum recourse rates.¹³ In the PSCo TSA, these rates were the same as the rates submitted by CIG in the Application in anticipation that they would be the recourse rates.

¹¹ The data element “Authorized Overrun Rate” is used in Exhibit B of the Replacement TSA instead of “Daily Authorized Delivery Overrun Rate” used to describe the data element in the Implementation Pro Forma. The description used does not affect the substantive rights of the parties.

¹² *Id.* at P 31.

¹³ “Application of CIG for a Certificate of Public Convenience and Necessity and Abandonment Authorization,” at 16 n.22, Docket No. CP24-124-000, (Apr. 8, 2024).

Because the March Order required these rates to be recalculated,¹⁴ the parties have executed the Replacement TSA with Exhibit C to reflect the recalculated rates being submitted by CIG¹⁵ to state the recourse rates anticipated to be established by the Commission's acceptance of the Implementation Filing and, therefore, satisfying the condition precedent. To be clear, nothing in Exhibit C overrides the applicable initial rates ultimately approved and are merely intended to memorialize the initial applicable maximum recourse rates. The use of the term "Parties", the provision in paragraph 9, and Exhibit C, therefore, do not change the terms and conditions, or rates for the service to be provided to PSCo. As such, they do not present a risk of undue discrimination, do not adversely affect the operational conditions of providing service, and do not result in any shipper receiving a different quality of service. Accordingly, CIG respectfully requests that the Commission accept these provisions identified as not conforming to the Implementation Pro Forma as permissible.

Tariff Sections

CIG is submitting the following tariff records pursuant to 18 C.F.R. §154.112(b) (2025) and Subpart C of Part 154 of the Commission's regulations.

Part I, Overview and Part VII: Non-Conforming have updated section lists to reference the Replacement TSA between PSCo and CIG.¹⁶

Part VII, Non-Conforming - Sections 1.0 through 1.3 are modified to reflect the Replacement TSA between PSCo and CIG.¹⁷

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations, CIG is submitting an eTariff XML filing package, which includes the following:

¹⁴ March Order at PP 18-25.

¹⁵ See *infra note 2 at 1*. CIG has submitted those recalculated rates in the Implementation Filing.

¹⁶ Prior versions of these tariff records are pending before the Commission in CIG's Implementation Filing. These tariff records reflect the addition of Rate Schedule ESD-T to the Tariff with a proposed effective date of February 1, 2026. In the event the Commission does not accept the changes proposed in the Implementation Filing, CIG will submit revised tariff records consistent with any Commission order.

¹⁷ CIG's DART customer activities system routinely assigns a unique contract number to each TSA. A DART generated contract number related to the new Rate Schedule ESD-T was not available prior to the execution of either the PSCo TSA or the Replacement TSA. The contract number was indicated as "to be determined" on both those executed agreements. CIG expects that updates to its DART system to accommodate Rate Schedule ESD-T will be completed in mid-January 2026 and that a unique contract number will be assigned to the Replacement TSA at that time.

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

CIG respectfully requests the Commission shorten the comment period on this instant filing and accept the tendered tariff records with a proposed effective date of February 6, 2026. With an anticipated service date for the facilities to be placed in service in the first week of February and a requested effective date of February 1, 2026 for the Implementation Filing, the requested effective date for the Replacement TSA and associated tariff records will permit CIG to begin the additional deliverability of the ESD-T service as soon as possible. PSCo has already explained that the ESD-T service will help it during the remaining months of this winter when natural gas demand for electric generation can increase sharply and system flexibility is critical during the coldest months of the year.¹⁸ PSCo has also noted that it would be beneficial to have the Rate Schedule ESD-T service available as soon as practicable.¹⁹ With respect to a shortened comment period specifically, three of the non-conforming provisions are substantively identical to the provisions reviewed and approved by the Commission previously as discussed earlier. The remaining non-conforming provisions are relatively minor including the updating of the rates in Exhibit C of the Replacement TSA to reflect the rates submitted in the Implementation Filing. Given the prior Application Filing and the nature of the non-conforming provisions, a shortened comment period should not materially affect any reviewing party. Finally, the Replacement TSA was only very recently fully executed. Accordingly, CIG requests the Commission waive the notice requirements as permitted by 18 C.F.R. § 154.207 (2025) and shorten the 12-day comment period as permitted by 18 C.F.R. § 154.210 (2025), of the Commission's regulations for good cause shown.²⁰

¹⁸ See "Public Service of Colorado's Motion to Intervene and Comments in Support of Implementation Filing," at 4-5, Docket No. RP26-333-000 (Jan. 12, 2026).

¹⁹ See *Id.* at 5.

²⁰ See *Southwest Gas Storage Co.*, 187 FERC ¶ 61,045, at P 6 (2024) (granting waiver of the 30-day notice requirement for non-conforming service agreements and associated tariff records); *Columbia Gulf Transmission, LLC*, 163 FERC ¶ 61,186, at P 1 (2018) (granting waiver of the 30-day notice requirement for non-conforming agreement and associated tariff records); *Steckman Ridge, LP*, 131 FERC ¶ 61,026, at P 6 (2010) (granting waiver of the 30-day notice requirement for non-conforming agreement and associated tariff sheets); *Cameron Interstate Pipeline, LLC*, 169 FERC ¶ 61,203 (2019) (order shortening the comment period); *Wyoming Interstate Co.*, 178 FERC ¶ 61,119 (2022) (order granting requested shortened comment period); *Fieldwood Energy LLC*, 176 FERC ¶ 61,166 (2021) (order granting requested shortened comment period).

With respect to any tariff records the Commission allows to go into effect without change, CIG hereby moves to place the tendered tariff records in to effect at the end of any minimal suspension period established by the Commission.

Correspondence and communications concerning this filing should be directed to:

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. David R. Cain
Assistant General Counsel
Colorado Interstate Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 520-4534
David_Cain@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

COLORADO INTERSTATE GAS COMPANY, L.L.C
Non-Conforming Agreement Filing
Docket No. RP26-____

Second Revised Volume No. 1

Part I: Overview

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Version 52.0.0

Part VII: Non-Conforming Agreements

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Version 7.0.0

Section 1.1 Public Service Company of CO #TBD-ESDTCIG Exh A

Version 7.0.0

Section 1.2 Public Service Company of CO #TBD-ESDTCIG Exh B

Version 7.0.0

Section 1.3 Public Service Company of CO #TBD-ESDTCIG Exh C

Version 0.0.0

Attachment B

FIRM TOTEM ENHANCED DELIVERABILITY SERVICE AGREEMENT

RATE SCHEDULE ESD-T

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

**PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
(Shipper)**

DATED: December 12, 2025

Enhanced Deliverability Service Agreement

Rate Schedule ESD-T

Dated: December 12, 2025

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

1. **Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.**
2. **Shipper: PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION**
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. **Firm Enhanced Deliverability Service:** Service at and between Point of Withdrawal and Primary Point(s) of Delivery shall be on a firm basis. Delivery of quantities at Secondary Point(s) shall be in accordance with the Tariff.
6. **Conditions Precedent:** The parties acknowledge that Transporter must construct and modify the following facilities and perform the following work (collectively, the "Project Facilities") to provide the Totem Enhanced Deliverability Service as provided in this Agreement:
 - (a) replace an estimated zero point seven six (0.76) mile, eight-inch (8") diameter natural gas pipeline, Line No. 254F, referred to as the North Header, with a twelve-inch (12") natural gas pipeline at Transporter's Totem Storage Facility located in Adams County, Colorado ("Totem Storage Facility");
 - (b) drill six (6) new storage wells and associated wellhead and gathering facilities to add these to the Totem Storage Facility;
 - (c) modify the wellhead and laterals for five (5) of the existing Totem Storage Facility storage wells;
 - (d) modify the existing Totem Storage Facility compressor station separator and associated piping; and
 - (e) inject one billion cubic feet (1 Bcf) of additional base gas into the Totem Storage formation over two (2) injection cycles.

Transporter agrees to use reasonable efforts to construct the Project Facilities; provided, that, Transporter's obligations hereunder, including to construct the Project Facilities and provide the Firm Enhanced Deliverability Service as provided herein, are subject to the following conditions:

- (a) Receipt and acceptance by Transporter of all necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion; and
- (b) Receipt by Transporter of FERC approval of the proposed ESD-T rates set forth in the Statement of Rates (ESD-T) attached as Exhibit C to this Agreement.

The conditions set forth above are for the sole benefit of Transporter and may only be waived, in whole or in party, by Transporter in its sole discretion.

- 7. **Delivery:** Transporter agrees to transport and deliver Delivery Quantities to Shipper (or for Shipper's account) at the Point(s) of Delivery identified in the attached Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
- 8. **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.
- 9. **Delivery Period:** During the period beginning on the Commencement Date (defined in paragraph 12) and ending on (and including) April 30, 2040:

Totem Maximum Delivery Quantity ("MDQ"): 50,000 Dth per Day

Totem Maximum Daily Withdrawal Quantity ("TMDWQ"): 50,000 Dth per Day

All storage entitlements as stated herein ("TMDWQ") are based on an Average Thermal Content of Gas in Storage of 1,000 Btu per cubic foot. The Totem Available Daily Withdrawal Quantity ("TADWQ") and storage entitlements shall be subject to the General Terms and Conditions of the Tariff and stated on Transporter's electronic bulletin board.

- 10. **Negotiated Rate:** Yes _____ No X

- 11. **Term of Firm Enhanced Deliverability Service:**

Beginning: Commencement Date

Ending: April 30, 2040

- 12. **Partial Month Service:** If the date (a) the Project Facilities are completed and ready for service (excluding and without regard to any base gas injections that may be necessary) and (b) Transporter is authorized to place the Project Facilities into service and begin providing the Totem Enhanced Deliverability Service (the "Commencement Date") occurs on any date other than the first day of the month, then Shipper shall pay Transporter a prorated share of the maximum tariff rates described in Exhibit B based on the number of days in the month. As of the date of this Agreement, Transporter expects (without liability of any kind) the Commencement Date to occur on or after February 1, 2026, subject to delays related to obtaining applicable regulatory approvals, construction delays, and other circumstances which may delay placing the Project Facilities into service. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated Commencement Date.

- 13. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

PUBLIC SERVICE COMPANY OF COLORADO
 3500 Blake Street
 Denver, CO 80205
 Attn: Manager, Commercial Accounting

All Notices:

PUBLIC SERVICE COMPANY OF COLORADO
 3500 Blake Street
 Denver, CO 80205
 Attn: Jeff Hild

To Transporter:

See "Points of Contact" in the Tariff.

14. **Effect on Prior Agreement(s):** This Agreement amends and restates that certain the Firm Totem Enhanced Deliverability Service Agreement (Rate Schedule ESD-T) dated March 19, 2024, between Transporter and Shipper.
15. **Creditworthiness:** Shipper shall demonstrate and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:
- (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph (a).
- If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph (a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph (a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph (b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph (a).
- (b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph (a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph (a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of: (a) eighteen (18) months; or (b) the period of time remaining in the primary term, multiplied by the anticipated monthly charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis. Notwithstanding the above, the amount of credit assurance will never be less than two months of anticipated monthly charges.
- (c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.
- (d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that

demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

- 16. **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.**

Will W Brown

WILL W BROWN

Chief Commercial Officer

Accepted and agreed to this

1/14/2026

_____ day of _____ 2025.

SHIPPER:

**PUBLIC SERVICE COMPANY OF
COLORADO**

John Welch

Digitally signed by John Welch
Date: 2026.01.14 15:39:53 -07'00'

Accepted and agreed to this

_____ day of _____ 2025.

EXHIBIT A
to
FIRM ENHANCED DELIVERABILITY SERVICE AGREEMENT
RATE SCHEDULE ESD-T
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and
PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
(Shipper)

DATED: December 12, 2025

1. Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶9)
2. Shipper's Totem Maximum Daily Withdrawal Quantity ("TMDWQ"): (See ¶9)

<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (1)</i>	<i>Minimum Delivery Pressure p.s.i.g. (2)</i>	<i>Maximum Delivery Pressure p.s.i.g. (2)</i>
Banner Lake (BAN)	(See ¶11)	12,500	600	1,200
Porcupine creek (PCK)	(See ¶11)	12,500	450	1,200
Tri-Town (TTN)	(See ¶11)	12,500	750	1,200
Fulton Ditch (FLD)	(See ¶11)	12,500	750	1,200

Notes:

- (1) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (2) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

EXHIBIT B
to
FIRM ENHANCED DELIVERABILITY SERVICE AGREEMENT
RATE SCHEDULE ESD-T
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and
PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
(Shipper)

DATED: December 12, 2025

<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rates (3)</i>	<i>Commodity Withdrawal Rate (3)</i>	<i>Authorized Overrun Rate(s)</i>	<i>Surcharges</i>
As listed on Exhibit A	(See ¶11)	(1)	(1)	(1)	(2)

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 ESD-T or other superseding Rate Schedule, as such rates may be changed from time to time. 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 North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (2) **Applicable Surcharges:**
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 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.
- (3) 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.

EXHIBIT C
to
FIRM ENHANCED DELIVERABILITY SERVICE AGREEMENT
RATE SCHEDULE ESD-T
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and
PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
(Shipper)

DATED: December 12, 2025

RATE SCHEDULE ESD-T

<u>Rate Schedule</u>	Rates per Dth @1.074 Btu	
	<u>Minimum</u>	<u>Maximum</u>
ESD-T:		
Reservation Rates		
Monthly Rate	\$0.0000	\$26.1752
High Plains	\$0.0000	\$2.1494
Storage Deliverability	\$0.0000	\$24.0258
Commodity Withdrawal Rate	\$0.0371	\$0.0371
Daily Authorized Delivery Overrun Rate	\$0.0002	\$0.0709
Daily Authorized Withdrawal Overrun Rate	\$0.0369	\$0.1604
Daily Unauthorized Overrun Rate		
Greater of 100 Dth or 3% of MDQ		\$0.7830
Greater of 2,500 Dth or 5% of MDQ (Non-Critical Condition)		\$1.9575
Greater of 2,500 Dth or 5% of MDQ (Critical Condition)		\$3.9150

Attachment C

FIRM TOTEM ENHANCED DELIVERABILITY SERVICE AGREEMENT

RATE SCHEDULE ESD-T

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

**PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
(Shipper)**

DATED: December 12, 2025

Enhanced Deliverability Service Agreement

Rate Schedule ESD-T

Dated: December 12, 2025

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1. **Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.**
2. **Shipper: PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION**
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. **Firm Enhanced Deliverability Service:** Service at and between Point of Withdrawal and Primary Point(s) of Delivery shall be on a firm basis. Delivery of quantities at Secondary Point(s) shall be in accordance with the Tariff.
6. **Conditions Precedent:** The parties acknowledge that Transporter must construct and modify the following facilities and perform the following work (collectively, the "Project Facilities") to provide the Totem Enhanced Deliverability Service as provided in this Agreement:
 - (a) replace an estimated zero point seven six (0.76) mile, eight-inch (8") diameter natural gas pipeline, Line No. 254F, referred to as the North Header, with a twelve-inch (12") natural gas pipeline at Transporter's Totem Storage Facility located in Adams County, Colorado ("Totem Storage Facility");
 - (b) drill six (6) new storage wells and associated wellhead and gathering facilities to add these to the Totem Storage Facility;
 - (c) modify the wellhead and laterals for five (5) of the existing Totem Storage Facility storage wells;
 - (d) modify the existing Totem Storage Facility compressor station separator and associated piping; and
 - (e) inject one billion cubic feet (1 Bcf) of additional base gas into the Totem Storage formation over two (2) injection cycles.

Transporter agrees to use reasonable efforts to construct the Project Facilities; provided, that, Transporter's obligations hereunder, including to construct the Project Facilities and provide the Firm Enhanced Deliverability Service as provided herein, are subject to the following conditions:

 - (a) Receipt and acceptance by Transporter of all necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion; and
 - (b) Receipt by Transporter of FERC approval of the proposed ESD-T rates set forth in the Statement of Rates (ESD-T) attached as Exhibit C to this Agreement.

The conditions set forth above are for the sole benefit of Transporter and may only be waived, in whole or in part, by Transporter in its sole discretion.

- 7. **Delivery:** Transporter agrees to transport and deliver Delivery Quantities to Shipper (or for Shipper's account) at the Point(s) of Delivery identified in the attached Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
- 8. **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.
- 9. For the period _____ through _____.
Delivery Period: During the period beginning on the Commencement Date (defined in paragraph 12) and ending on (and including) April 30, 2040:

Totem Maximum Delivery Quantity ("MDQ"): 50,000 Dth per Day

Totem Maximum Daily Withdrawal Quantity ("TMDWQ"): 50,000 Dth per Day

All storage entitlements as stated herein ("TMDWQ") are based on an Average Thermal Content of Gas in Storage of 1,000 Btu per cubic foot. The Totem Available Daily Withdrawal Quantity ("TADWQ") and storage entitlements shall be subject to the General Terms and Conditions of the Tariff and stated on Transporter's electronic bulletin board.

- 10. **Negotiated Rate:** Yes ____ No X
- 11. **Term of Firm Enhanced Deliverability Service:**

Beginning: Commencement Date

Ending: April 30, 2040

- 12. **Partial Month Service:** If the date (a) the Project Facilities are completed and ready for service (excluding and without regard to any base gas injections that may be necessary) and (b) Transporter is authorized to place the Project Facilities into service and begin providing the Totem Enhanced Deliverability Service (the "Commencement Date") occurs on any date other than the first day of the month, then Shipper shall pay Transporter a prorated share of the maximum tariff rates described in Exhibit B based on the number of days in the month. As of the date of this Agreement, Transporter expects (without liability of any kind) the Commencement Date to occur on or after February 1, 2026, subject to delays related to obtaining applicable regulatory approvals, construction delays, and other circumstances which may delay placing the Project Facilities into service. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated Commencement Date.

- 13. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

PUBLIC SERVICE COMPANY OF COLORADO
3500 Blake Street
DENVER, CO 80205
Attn: Manager, Commercial Accounting

All Notices:

PUBLIC SERVICE COMPANY OF COLORADO
3500 Blake Street
DENVER, CO 80205
Attn: Jeff Hild

To Transporter:

See "Points of Contact" in the Tariff.

14. **Effect on Prior Agreement(s):** This Agreement amends and restates that certain the Firm Totem Enhanced Deliverability Service Agreement (Rate Schedule ESD-T) dated March 19, 2024, between Transporter and Shipper.

15. **Creditworthiness:** Shipper shall demonstrate and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph (a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph (a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph (a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph (b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph (a).

(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph (a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph (a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of: (a) eighteen (18) months; or (b) the period of time remaining in the primary term, multiplied by the anticipated monthly charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis. Notwithstanding the above, the amount of credit assurance will never be less than two months of anticipated monthly charges.

(c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within

fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

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

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

TRANSPORTER:

SHIPPER:

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

**PUBLIC SERVICE COMPANY OF
COLORADO**

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____ 2025.

_____ day of _____ 2025.

EXHIBIT A
to
FIRM ENHANCED DELIVERABILITY SERVICE AGREEMENT
RATE SCHEDULE ESD-T
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and
PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
(Shipper)

DATED: December 12, 2025

1. Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶9)
2. Shipper's Totem Maximum Daily Withdrawal Quantity ("TMDWQ"): (See ¶9)

<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (1)</i>	<i>Minimum Delivery Pressure p.s.i.g. (2)</i>	<i>Maximum Delivery Pressure p.s.i.g. (2)</i>
Banner Lake (BAN)	(See ¶11)	12,500	600	1,200
Porcupine creek (PCK)	(See ¶11)	12,500	450	1,200
Tri-Town (TTN)	(See ¶11)	12,500	750	1,200
Fulton Ditch (FLD)	(See ¶11)	12,500	750	1,200

Notes:

- (1) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (2) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

EXHIBIT B
to
FIRM ENHANCED DELIVERABILITY SERVICE AGREEMENT
RATE SCHEDULE ESD-T
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and
PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
(Shipper)

DATED: December 12, 2025

<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rates (3)</i>	<i>Commodity Withdrawal Rate (3)</i>	<i>Authorized Overrun Rate(s)</i>	<i>Surcharges</i>
As listed on Exhibit A	(See ¶11)	(1)	(1)	(1)	(2)

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 ESD-T or other superseding Rate Schedule, as such rates may be changed from time to time. 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 North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (2) **Applicable Surcharges:**
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 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.
- (3) 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.

EXHIBIT C
to
FIRM ENHANCED DELIVERABILITY SERVICE AGREEMENT
RATE SCHEDULE ESD-T
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and
PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
 (Shipper)

DATED: December 12, 2025

RATE SCHEDULE ESD-T

Rate Schedule	Rates per Dth @1.074 Btu	
	Minimum	Maximum
<u>ESD-T:</u>		
<u>Reservation Rates</u>		
Monthly Rate	\$0.0000	\$26.1752
High Plains	\$0.0000	\$2.1494
Storage Deliverability	\$0.0000	\$24.0258
Commodity Withdrawal Rate	\$0.0371	\$0.0371
Daily Authorized Delivery Overrun Rate	\$0.0002	\$0.0709
Daily Authorized Withdrawal Overrun Rate	\$0.0369	\$0.1604
Daily Unauthorized Overrun Rate		
Greater of 100 Dth or 3% of MDQ		\$0.7830
Greater of 2,500 Dth or 5% of MDQ (Non-Critical Condition)		\$1.9575
Greater of 2,500 Dth or 5% of MDQ (Critical Condition)		\$3.9150

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List of Non-Conforming Agreements:

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Colorado Springs Utilities #216641-TIHPCIG
Colorado Springs Utilities #219543-TI1CIG
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Reserved

Agreement No. _____-ESDTCIG

FIRM TOTEM ENHANCED DELIVERABILITY SERVICE AGREEMENT

RATE SCHEDULE ESD-T

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
(Shipper)

DATED: December 12, 2025

Agreement No. _____-ESDTCIG

Enhanced Deliverability Service Agreement

Rate Schedule ESD-T

Dated: December 12, 2025

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

1. **Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.**
2. **Shipper: PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION**
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. **Firm Enhanced Deliverability Service:** Service at and between Point of Withdrawal and Primary Point(s) of Delivery shall be on a firm basis. Delivery of quantities at Secondary Point(s) shall be in accordance with the Tariff.
6. **Conditions Precedent:** The parties acknowledge that Transporter must construct and modify the following facilities and perform the following work (collectively, the "Project Facilities") to provide the Totem Enhanced Deliverability Service as provided in this Agreement:
 - (a) replace an estimated zero point seven six (0.76) mile, eight-inch (8") diameter natural gas pipeline, Line No. 254F, referred to as the North Header, with a twelve-inch (12") natural gas pipeline at Transporter's Totem Storage Facility located in Adams County, Colorado ("Totem Storage Facility");
 - (b) drill six (6) new storage wells and associated wellhead and gathering facilities to add these to the Totem Storage Facility;
 - (c) modify the wellhead and laterals for five (5) of the existing Totem Storage Facility storage wells;
 - (d) modify the existing Totem Storage Facility compressor station separator and associated piping;
and
 - (e) inject one billion cubic feet (1 Bcf) of additional base gas into the Totem Storage formation over two (2) injection cycles.

Transporter agrees to use reasonable efforts to construct the Project Facilities; provided, that, Transporter's obligations hereunder, including to construct the Project Facilities and provide the Firm Enhanced Deliverability Service as provided herein, are subject to the following conditions:

- (a) Receipt and acceptance by Transporter of all necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion; and
- (b) Receipt by Transporter of FERC approval of the proposed ESD-T rates set forth in the Statement of Rates (ESD-T) attached as Exhibit C to this Agreement.

Agreement No. _____-ESDTCIG

The conditions set forth above are for the sole benefit of Transporter and may only be waived, in whole or in part, by Transporter in its sole discretion.

7. **Delivery:** Transporter agrees to transport and deliver Delivery Quantities to Shipper (or for Shipper's account) at the Point(s) of Delivery identified in the attached Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
8. **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.
9. **Delivery Period:** During the period beginning on the Commencement Date (defined in paragraph 12) and ending on (and including) April 30, 2040:

 Totem Maximum Delivery Quantity ("MDQ"): 50,000 Dth per Day

 Totem Maximum Daily Withdrawal Quantity ("TMDWQ"): 50,000 Dth per Day

All storage entitlements as stated herein ("TMDWQ") are based on an Average Thermal Content of Gas in Storage of 1,000 Btu per cubic foot. The Totem Available Daily Withdrawal Quantity ("TADWQ") and storage entitlements shall be subject to the General Terms and Conditions of the Tariff and stated on Transporter's electronic bulletin board.

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

11. **Term of Firm Enhanced Deliverability Service:** _____

 Beginning: _____ Commencement Date

 Ending: _____ April 30, 2040

12. **Partial Month Service:** If the date (a) the Project Facilities are completed and ready for service (excluding and without regard to any base gas injections that may be necessary) and (b) Transporter is authorized to place the Project Facilities into service and begin providing the Totem Enhanced Deliverability Service (the "Commencement Date") occurs on any date other than the first day of the month, then Shipper shall pay Transporter a prorated share of the maximum tariff rates described in Exhibit B based on the number of days in the month. As of the date of this Agreement, Transporter expects (without liability of any kind) the Commencement Date to occur on or after February 1, 2026, subject to delays related to obtaining applicable regulatory approvals, construction delays, and other circumstances which may delay placing the Project Facilities into service. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated Commencement Date.

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

 To Shipper:

 Invoices:

 PUBLIC SERVICE COMPANY OF COLORADO

 3500 Blake Street

 Denver, CO 80205

 Attn: Manager, Commercial Accounting

Agreement No. _____-ESDTCIG

All Notices:

PUBLIC SERVICE COMPANY OF COLORADO
3500 Blake Street
Denver, CO 80205
Attn: Jeff Hild

To Transporter:

See "Points of Contact" in the Tariff.

14. **Effect on Prior Agreement(s):** This Agreement amends and restates that certain the Firm Totem Enhanced Deliverability Service Agreement (Rate Schedule ESD-T) dated March 19, 2024, between Transporter and Shipper.

15. **Creditworthiness:** Shipper shall demonstrate and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph (a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph (a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph (a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph (b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph (a).

(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph (a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph (a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of: (a) eighteen (18) months; or (b) the period of time remaining in the primary term, multiplied by the anticipated monthly charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis. Notwithstanding the above, the amount of credit assurance will never be less than two months of anticipated monthly charges.

(c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

Agreement No. _____-ESDTCIG

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

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

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

TRANSPORTER:

SHIPPER:

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

**PUBLIC SERVICE COMPANY OF
COLORADO**

Accepted and agreed to this

Accepted and agreed to this

day of 2025.

day of 2025.

Agreement No. _____-ESDTCIG

EXHIBIT A
to
FIRM ENHANCED DELIVERABILITY SERVICE AGREEMENT
RATE SCHEDULE ESD-T
between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and
PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
(Shipper)

DATED: December 12, 2025

1. Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶9)
2. Shipper's Totem Maximum Daily Withdrawal Quantity ("TMDWQ"): (See ¶9)

<u>Primary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Primary Point(s) of Delivery Quantity (Dth per Day) (1)</u>	<u>Minimum Delivery Pressure p.s.i.g. (2)</u>	<u>Maximum Delivery Pressure p.s.i.g. (2)</u>
<u>Banner Lake (BAN)</u>	<u>(See ¶11)</u>	<u>12,500</u>	<u>600</u>	<u>1,200</u>
<u>Porcupine creek (PCK)</u>	<u>(See ¶11)</u>	<u>12,500</u>	<u>450</u>	<u>1,200</u>
<u>Tri-Town (TTN)</u>	<u>(See ¶11)</u>	<u>12,500</u>	<u>750</u>	<u>1,200</u>
<u>Fulton Ditch (FLD)</u>	<u>(See ¶11)</u>	<u>12,500</u>	<u>750</u>	<u>1,200</u>

Notes:

- (1) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (2) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Reserved

Agreement No. _____-ESDTCIG

EXHIBIT B
 to
FIRM ENHANCED DELIVERABILITY SERVICE AGREEMENT
RATE SCHEDULE ESD-T
 between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and
PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
 (Shipper)

DATED: December 12, 2025

<u>Primary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rates (3)</u>	<u>Commodity Withdrawal Rate (3)</u>	<u>Authorized Overrun Rate(s)</u>	<u>Surcharges</u>
As listed on Exhibit A	(See ¶11)	(1)	(1)	(1)	(2)

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 ESD-T or other superseding Rate Schedule, as such rates may be changed from time to time. 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 North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.

(2) Applicable Surcharges:

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 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.

(3) 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.

Reserved

Agreement No. -ESDTCIG

EXHIBIT C
 to
FIRM ENHANCED DELIVERABILITY SERVICE AGREEMENT
RATE SCHEDULE ESD-T
 between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and
PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
 (Shipper)

DATED: December 12, 2025

RATE SCHEDULE ESD-T

<u>Rate Schedule</u>	<u>Rates per Dth @1.074 Btu</u>	
	<u>Minimum</u>	<u>Maximum</u>
<u>ESD-T:</u>		
<u>Reservation Rates</u>		
Monthly Rate	\$0.0000	\$26.1752
High Plains	\$0.0000	\$2.1494
Storage Deliverability	\$0.0000	\$24.0258
Commodity Withdrawal Rate	\$0.0371	\$0.0371
Daily Authorized Delivery Overrun Rate	\$0.0002	\$0.0709
Daily Authorized Withdrawal Overrun Rate	\$0.0369	\$0.1604
Daily Unauthorized Overrun Rate		
Greater of 100 Dth or 3% of MDQ		\$0.7830
Greater of 2,500 Dth or 5% of MDQ (Non-Critical Condition)		\$1.9575
Greater of 2,500 Dth or 5% of MDQ (Critical Condition)		\$3.9150

Clean Tariff Section(s)

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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 Service Company LLC #214677-TF1CIG
Black Hills Service Company LLC #215680-TF1CIG
Black Hills Service Company LLC #217671-TF1CIG
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NON-CONFORMING AGREEMENTS

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Section 22	Colorado Springs Utilities #216641-TIHPCIG

Agreement No. _____-ESDTCIG

FIRM TOTEM ENHANCED DELIVERABILITY SERVICE AGREEMENT

RATE SCHEDULE ESD-T

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

**PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
(Shipper)**

DATED: December 12, 2025

Agreement No. _____-ESDTCIG

Enhanced Deliverability Service Agreement

Rate Schedule ESD-T

Dated: December 12, 2025

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

1. **Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.**
2. **Shipper: PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION**
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. **Firm Enhanced Deliverability Service:** Service at and between Point of Withdrawal and Primary Point(s) of Delivery shall be on a firm basis. Delivery of quantities at Secondary Point(s) shall be in accordance with the Tariff.
6. **Conditions Precedent:** The parties acknowledge that Transporter must construct and modify the following facilities and perform the following work (collectively, the "Project Facilities") to provide the Totem Enhanced Deliverability Service as provided in this Agreement:
 - (a) replace an estimated zero point seven six (0.76) mile, eight-inch (8") diameter natural gas pipeline, Line No. 254F, referred to as the North Header, with a twelve-inch (12") natural gas pipeline at Transporter's Totem Storage Facility located in Adams County, Colorado ("Totem Storage Facility");
 - (b) drill six (6) new storage wells and associated wellhead and gathering facilities to add these to the Totem Storage Facility;
 - (c) modify the wellhead and laterals for five (5) of the existing Totem Storage Facility storage wells;
 - (d) modify the existing Totem Storage Facility compressor station separator and associated piping; and
 - (e) inject one billion cubic feet (1 Bcf) of additional base gas into the Totem Storage formation over two (2) injection cycles.

Transporter agrees to use reasonable efforts to construct the Project Facilities; provided, that, Transporter's obligations hereunder, including to construct the Project Facilities and provide the Firm Enhanced Deliverability Service as provided herein, are subject to the following conditions:

- (a) Receipt and acceptance by Transporter of all necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion; and
- (b) Receipt by Transporter of FERC approval of the proposed ESD-T rates set forth in the Statement of Rates (ESD-T) attached as Exhibit C to this Agreement.

Agreement No. _____-ESDTCIG

The conditions set forth above are for the sole benefit of Transporter and may only be waived, in whole or in part, by Transporter in its sole discretion.

7. **Delivery:** Transporter agrees to transport and deliver Delivery Quantities to Shipper (or for Shipper's account) at the Point(s) of Delivery identified in the attached Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
8. **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.
9. **Delivery Period:** During the period beginning on the Commencement Date (defined in paragraph 12) and ending on (and including) April 30, 2040:

Totem Maximum Delivery Quantity ("MDQ"): 50,000 Dth per Day

Totem Maximum Daily Withdrawal Quantity ("TMDWQ"): 50,000 Dth per Day

All storage entitlements as stated herein ("TMDWQ") are based on an Average Thermal Content of Gas in Storage of 1,000 Btu per cubic foot. The Totem Available Daily Withdrawal Quantity ("TADWQ") and storage entitlements shall be subject to the General Terms and Conditions of the Tariff and stated on Transporter's electronic bulletin board.

10. **Negotiated Rate:** Yes No

11. **Term of Firm Enhanced Deliverability Service:**

Beginning: Commencement Date

Ending: April 30, 2040

12. **Partial Month Service:** If the date (a) the Project Facilities are completed and ready for service (excluding and without regard to any base gas injections that may be necessary) and (b) Transporter is authorized to place the Project Facilities into service and begin providing the Totem Enhanced Deliverability Service (the "Commencement Date") occurs on any date other than the first day of the month, then Shipper shall pay Transporter a prorated share of the maximum tariff rates described in Exhibit B based on the number of days in the month. As of the date of this Agreement, Transporter expects (without liability of any kind) the Commencement Date to occur on or after February 1, 2026, subject to delays related to obtaining applicable regulatory approvals, construction delays, and other circumstances which may delay placing the Project Facilities into service. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated Commencement Date.

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

To Shipper:

Invoices:

PUBLIC SERVICE COMPANY OF COLORADO
3500 Blake Street
Denver, CO 80205
Attn: Manager, Commercial Accounting

Agreement No. _____-ESDTCIG

All Notices:

PUBLIC SERVICE COMPANY OF COLORADO
3500 Blake Street
Denver, CO 80205
Attn: Jeff Hild

To Transporter:

See "Points of Contact" in the Tariff.

14. **Effect on Prior Agreement(s):** This Agreement amends and restates that certain the Firm Totem Enhanced Deliverability Service Agreement (Rate Schedule ESD-T) dated March 19, 2024, between Transporter and Shipper.
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 - (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph (a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph (a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph (a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph (b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph (a).
 - (b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph (a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph (a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of: (a) eighteen (18) months; or (b) the period of time remaining in the primary term, multiplied by the anticipated monthly charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis. Notwithstanding the above, the amount of credit assurance will never be less than two months of anticipated monthly charges.
 - (c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

Agreement No. _____-ESDTCIG

- (d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.
16. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

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

TRANSPORTER:

SHIPPER:

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

**PUBLIC SERVICE COMPANY OF
COLORADO**

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____ 2025.

_____ day of _____ 2025.

Agreement No. _____-ESDTCIG

EXHIBIT A
 to
 FIRM ENHANCED DELIVERABILITY SERVICE AGREEMENT
 RATE SCHEDULE ESD-T
 between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and
PUBLIC SERVICE COMPANY OF COLORADO,
A COLORADO CORPORATION
 (Shipper)

DATED: December 12, 2025

1. Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶9)
2. Shipper's Totem Maximum Daily Withdrawal Quantity ("TMDWQ"): (See ¶9)

<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (1)</i>	<i>Minimum Delivery Pressure p.s.i.g. (2)</i>	<i>Maximum Delivery Pressure p.s.i.g. (2)</i>
Banner Lake (BAN)	(See ¶11)	12,500	600	1,200
Porcupine creek (PCK)	(See ¶11)	12,500	450	1,200
Tri-Town (TTN)	(See ¶11)	12,500	750	1,200
Fulton Ditch (FLD)	(See ¶11)	12,500	750	1,200

Notes:

- (1) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (2) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

Agreement No. _____-ESDTCIG

EXHIBIT B
 to
 FIRM ENHANCED DELIVERABILITY SERVICE AGREEMENT
 RATE SCHEDULE ESD-T
 between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and
**PUBLIC SERVICE COMPANY OF COLORADO,
 A COLORADO CORPORATION**
 (Shipper)

DATED: December 12, 2025

<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rates (3)</i>	<i>Commodity Withdrawal Rate (3)</i>	<i>Authorized Overrun Rate(s)</i>	<i>Surcharges</i>
As listed on Exhibit A	(See ¶11)	(1)	(1)	(1)	(2)

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 ESD-T or other superseding Rate Schedule, as such rates may be changed from time to time. 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 North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.

(2) **Applicable Surcharges:**

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 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.

(3) 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.

Agreement No. _____-ESDTCIG

EXHIBIT C
 to
 FIRM ENHANCED DELIVERABILITY SERVICE AGREEMENT
 RATE SCHEDULE ESD-T
 between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and
**PUBLIC SERVICE COMPANY OF COLORADO,
 A COLORADO CORPORATION**
 (Shipper)

DATED: December 12, 2025

RATE SCHEDULE ESD-T

<u>Rate Schedule</u>	<u>Rates per Dth @1.074 Btu</u>	
	<u>Minimum</u>	<u>Maximum</u>
ESD-T:		
Reservation Rates		
Monthly Rate	\$0.0000	\$26.1752
High Plains	\$0.0000	\$2.1494
Storage Deliverability	\$0.0000	\$24.0258
Commodity Withdrawal Rate	\$0.0371	\$0.0371
Daily Authorized Delivery Overrun Rate	\$0.0002	\$0.0709
Daily Authorized Withdrawal Overrun Rate	\$0.0369	\$0.1604
Daily Unauthorized Overrun Rate		
Greater of 100 Dth or 3% of MDQ		\$0.7830
Greater of 2,500 Dth or 5% of MDQ (Non-Critical Condition)		\$1.9575
Greater of 2,500 Dth or 5% of MDQ (Critical Condition)		\$3.9150