



March 2, 2018

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming Transportation Service Agreement;
Cheyenne Plains Gas Pipeline Company, L.L.C.;
Docket No. RP18-

Commissioners:

Cheyenne Plains Gas Pipeline Company, L.L.C. ("CPG") tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed below to its FERC Gas Tariff, First Revised Volume No. 1 ("Tariff").

Part I: Overview

Section 1 – Table of Contents Version 18.0.0

Part VII: Non-Conforming

Version 11.0.0

Section 9 – Grasslands Energy Marketing LLC
#214105-FTCPG Version 1.0.0

Section 9.1 – Grasslands Energy Marketing LLC
#214105-FTCPG Exhibit A Version 1.0.0

Section 9.2 – Grasslands Energy Marketing LLC
#214105-FTCPG Exhibit B Version 1.0.0

Proposed with an effective date of April 1, 2018, the tariff records update CPG's Tariff to include a new Rate Schedule FT firm transportation service agreement ("TSA") with Grasslands Energy Marketing LLC ("Grasslands"). The TSA is submitted for the Commission's information and review and has been included in CPG's Tariff as a non-conforming agreement. CPG also proposes to remove tariff records for an expired non-conforming TSA between CPG and Grasslands (Agreement No. 21186000) and replace the it with tariff records for the new TSA.

Reason for Filing

Pursuant to Section 154.112(b) of the Commission's regulations, CPG is required to file any TSA with non-conforming provisions and reference such agreements in its Tariff.¹

Recently, Grasslands and CPG executed TSA No. 214105-FTCPG.² As described below, the Grasslands TSA includes a non-conforming provision which deviates from the Rate Schedule FT Form of Service Agreement ("Pro Forma") found in CPG's Tariff. Accordingly, CPG is submitting the Grasslands TSA for the Commission's review and acceptance.

Description of Agreement

CPG is submitting in this filing, pursuant to Subpart C of Part 154 of the Commission's Regulations, tariff records reflecting the Grasslands TSA for the Commission's review. Attachment A contains an executed copy of the TSA and Attachment B contains the marked version.

As further described below, the Grasslands TSA contains a non-conforming provision that is not included in the Rate Schedule FT Pro Forma. This non-conforming contract provision addresses the waiver of certain gas quality specifications found in CPG's Tariff.

Grasslands and CPG have agreed to incorporate a reference to Section 3.4 of the General Terms and Conditions ("GT&C") of the Tariff into the TSA.³ In Paragraph 14 of the TSA, CPG and Grasslands have agreed that during the term of the TSA, CPG will waive the carbon dioxide specifications⁴ and allow natural

¹ 18 C.F.R. § 154.112(b) (2017). Additionally, Order No. 714, "Electronic Tariff Filings" requires non-conforming TSAs to be included in a pipeline's FERC Gas Tariff (124 FERC ¶ 61,270 (2008)).

² The TSA provides for a maximum delivery quantity of 14,000 Dth per day at a discounted reservation rate of \$5.9313 per Dth per month. The TSA begins on April 1, 2018 and continues through October 31, 2018.

³ GT&C Section 3.4 gives CPG reasonable discretion and judgment to:
"waive the gas quality specifications at any receipt point to accept gas that does not conform to the quality specifications set forth in this section, if Transporter determines that such acceptance will not interfere with Transporter's ability to: (1) maintain prudent and safe operation of part or all of Transporter's pipeline system, (2) ensure that such gas does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such gas does not adversely affect Transporter's ability to tender gas for delivery to a downstream pipeline or end-user."

⁴ GT&C Section 3.1(f) of CPG's Tariff provides that gas shall not contain more than 2% by volume of carbon dioxide from receipt points (excluding Cheyenne Hub receipt points) as well as no more than 2% of carbon dioxide for deliveries to a shipper's primary delivery point.

gas with carbon dioxide levels up to 3.5 percent to be delivered into CPG's system at the stated receipt point provided that such waiver will not interfere with CPG's ability to: (1) maintain prudent and safe operation of part or all of CPG's pipeline system, (2) ensure that such gas does not adversely affect CPG's ability to provide service to others, and (3) ensure that such gas does not adversely affect CPG's ability to tender gas for delivery to a downstream pipeline or end-user."

While the non-conforming provision in the TSA basically mirrors the provisions that are already found in CPG's Tariff, the inclusion of this provision in the TSA provides Grasslands additional certainty that CPG will exercise its discretion and will accept the gas provided the conditions in the provision are satisfied. Grasslands has advised CPG that this provision is necessary for Grasslands to invest the required capital to construct gathering and processing facilities as well as its Jackson Lake gas processing plant. Grasslands has notified CPG that during the term of the TSA the carbon dioxide content in the natural gas being delivered into CPG's system may exceed the 2 percent specification but will not be greater than 3.5 percent.⁵

Should the Commission not accept the aforementioned non-conforming provision or accept it subject to other conditions that CPG does not accept in its sole discretion, CPG would have a right to terminate the Grasslands TSA pursuant to Paragraph 14.

CPG is seeking a determination from the Commission by April 1, 2018 on whether Paragraph 14 is a permissible non-conforming provision, as this will allow both parties to decide on whether to move forward. The non-conforming provision contained in the TSA is a critical part of the negotiations resulting in the willingness of CPG and Grasslands to find and transport new sources of natural gas. CPG emphasizes that this agreement including the non-conforming provision has a limited duration from April 1, 2018 through October 1, 2018. CPG respectfully requests that the Commission accept the non-conforming contract provision as it does not affect service to any other shipper and is not unduly discriminatory.

Tariff Provisions

CPG is submitting the following tariff records pursuant to Subpart C of Section 154 of the Commission's regulations.

⁵ The Commission has previously accepted a substantially similar provision. See *Cheyenne Plains Gas Pipeline Co.*, Docket No. RP15-307-000 (Jan. 28, 2015) (unpublished letter order).

Part I, Section 1 – Table of Contents and Part VII: Non-Conforming, Title Page is updated to include reference to TSA No. 214105-FTCPG with Grasslands.

Part VII, Sections 9.0 through 9.2 are updated to incorporate the new Grasslands TSA into CPG's Tariff and remove tariff records for an expired TSA.

Procedural Matters

Inasmuch as this filing is fully described in this transmittal letter, the statement of the nature, the reasons and the basis for the instant tariff filing required by 18 C.F.R. § 154.7(a)(6) (2017) of the Commission's regulations is omitted.

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

- a) a transmittal letter;
- b) the tendered tariff records and the related marked version;
- c) under Attachment A, an executed copy of the Grasslands TSA; and
- d) under Attachment B, a marked copy of the Grasslands TSA against CPG's Pro Forma.

CPG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on April 1, 2018. Given CPG's sales timeline requirements, Grasslands was unable to prepare a timely request for service any earlier than March 1, 2018.⁶ Under these circumstances, CPG seeks waiver of the notice requirements as set forth in Section 154.207⁷ to permit this TSA to become effective April 1, 2018.

With respect to any tariff record the Commission allows to go into effect without change, CPG hereby moves to place the tendered tariff records into effect at the end of the suspension period, if any, specified by the Commission.

Additionally, pursuant to 18 C.F.R. § 154.7(a)(6) (2017), CIG respectfully requests that the Commission grant all necessary waivers in order to effectuate this filing.

⁶ See Section 4.3(b) of the GT&C of CPG's Tariff.

⁷ See 18 C.F.R. § 154.207 (2017).

Correspondence and communications concerning this filing should be directed to:

Mr. Francisco Tarin
Director, Regulatory
Cheyenne Plains Gas Pipeline
Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 667-7517
Facsimile: (719) 520-4697
CPGRegulatoryAffairs@kindermorgan.com

Mr. David R. Cain
Assistant General Counsel
Cheyenne Plains Gas Pipeline
Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 520-4534
Facsimile: (719) 520-4898
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 (18 C.F.R. § 385.203 (2017)).

The undersigned hereby certifies that he has read this filing and knows (i) the contents of such filing and the attachments (ii) that the contents as stated in the filing and in the attachments are true to the best of his knowledge and belief; and (iii) that he possesses full power and authority to sign this filing.

Respectfully submitted,

CHEYENNE PLAINS GAS PIPELINE
COMPANY, L.L.C.

By _____ /s/ _____
Francisco Tarin
Director
Regulatory

Enclosures

Certificate of Service

I hereby certify that I have this day caused a copy of the foregoing document to be served upon all shippers on CPG'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 2nd day of March, 2018

/s/

Francisco Tarin

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

Attachment A

**FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT**

between

CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.

and

**GRASSLANDS ENERGY MARKETING LLC
(Shipper)**

DATED: March 1, 2018

Transportation Service Agreement
Rate Schedule FT

Dated: March 1, 2018

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

- 1. **Transporter:** CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.
- 2. **Shipper:** GRASSLANDS ENERGY MARKETING LLC
- 3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff First 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 receipt point(s) and primary delivery point(s) shall be on a firm basis. Receipt and delivery of quantities at Secondary Receipt Point(s) and/or Secondary Delivery Point(s) shall be in accordance with the Tariff.
- 6. **Receipt and Delivery Points:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) 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. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT and Section 4.11 of the General Terms and Conditions. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.

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

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

MDQ (Dth/d)	Effective Date
14,000	April 1, 2018 - October 31, 2018

10. **Term of Firm Transportation Service:** Beginning: April 1, 2018
Ending: October 31, 2018

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

To Shipper:

Invoices:

GRASSLANDS ENERGY MARKETING LLC
1200 17th Street, Suite 2850
Denver, CO 80202
Attn: Peter J. Vint

All Notices:

GRASSLANDS ENERGY MARKETING LLC
1200 17th Street, Suite 2850
Denver, CO 80202
Attn: Peter J. Vint

To Transporter: See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** N/A.

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

14. **Waiver of Gas Quality Tariff Provision:**


Pursuant to Section 3.4 of the General Terms and Conditions of Transporter's Tariff, Transporter shall waive the gas quality specifications at the Jackson Lake receipt point to accept gas that does not conform to the quality specifications contained in the Tariff with respect to CO₂ levels of up to 3.5% for a limited time period until gas treatment facilities are in place and in operation, provided that such acceptance will not interfere with Transporter's ability to: (1) maintain prudent and safe operation of part or all of Transporter's pipeline system, (2) ensure that such gas does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such gas does not adversely affect Transporter's ability to tender gas for delivery to a downstream pipeline or end-user.

Transporter will file this non-conforming agreement with the Federal Energy Regulatory Commission ("Commission") for review and acceptance. Transporter may terminate this agreement if the Commission rejects the contractual non-conforming provision or accepts it subject to other conditions that Transporter does not accept in its sole determination.

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:

CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.




TIMOTHY C DORRINGHAUS

DIRECTOR COMMERCIAL

SHIPPER:

GRASSLANDS ENERGY MARKETING LLC



UP General Manager

CRC

Accepted and agreed to this

2 day of MARCH, 2018.

Accepted and agreed to this

2 day of March, 2018.

EXHIBIT A
to
Transportation Service Agreement
Rate Schedule FT
between
CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.
and
GRASSLANDS ENERGY MARKETING LLC
(Shipper)

DATED: March 1, 2018

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

<i>Primary Receipt Point(s) (1)</i>	<i>Primary Receipt Point Quantity (Dth per Day) (2)</i>	<i>Minimum Pressure (p.s.i.g.) (4)</i>	<i>Maximum Pressure (p.s.i.g.) (4)</i>
48084 GRASLAND/CPG JACKSON LAKE	14,000	Sufficient Pressure to Enter Transporter's Facilities	1480

<i>Primary Delivery Point(s) (1)</i>	<i>Primary Delivery Point Quantity (Dth per Day) (3)</i>	<i>Minimum Pressure (p.s.i.g.) (4)</i>	<i>Maximum Pressure (p.s.i.g.) (4)</i>
892153 KGS/CPG (CSL) COSSELL LAKE KIOWA	14,000	Line Pressure of Transporter's Facilities	880

Notes:

- (1) Information regarding receipt and delivery point(s), 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 Receipt point 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 receipt point on a pro rata basis based on the quantities received on any Day at a receipt point divided by the total quantity delivered at all delivery points under this Transportation Service Agreement.
- (3) The sum of the delivery quantities at all delivery point(s) shall be equal to Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.7 of the General Terms and Conditions of the Tariff.

EXHIBIT B
to
Transportation Service Agreement
between
CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.
and
GRASSLANDS ENERGY MARKETING LLC
(Shipper)

DATED: March 1, 2018

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)(4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun</i>	<i>Fuel (4)</i>	<i>Surcharges</i>	<i>Electric Power Cost</i>
As listed on Exhibit A	As listed on Exhibit A	(See ¶9)	(1a)	(1)	(1)	(2)	(3)	(5)

<i>Primary and Secondary Receipt Point(s)</i>	<i>Primary and Secondary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)(4)</i>	<i>Commodity Rate (4)</i>	<i>Fuel (4)</i>	<i>Surcharges</i>
48084 Jackson Lake	892153 Cossell Lake (CSL)					
800859 Greensburg (GBG)	892156 Sand Dune (SDM)					
800848 Crazy Bear (CZB)	800892 Scott (SCT)					
800184 Curley (CUR)	800893 South Rattlesnake (SRC)					
800614 Red Cloud (RCD)	800859 Greensburg (GBG)					
800716 Thunder Chief (TDC)	800884 Mullinville (MVL)	(See ¶9)	(1a)	(1)	(2)	(3)
892156 Sand Dune (SDM)	892158 Ford (FMS)					
800884 Mullinville (MVL)	800848 Crazy Bear (CZB)					
892158 Ford (FMS)	800716 Thunder Chief (TDC)					
800893 South Rattlesnake (SRC)	800184 Curley (CUR)					
800892 Scott (SCT)	800614 Red Cloud (RCD)					
All	All	(See ¶9)	(1)	(1)	(2)	(3)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. The reservation rate shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.11 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) \$5.9313 per Dth per month, which shall be payable regardless of quantities transported. The rates charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.
- (2) Fuel Reimbursement shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

ACA:

The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions of the Tariff.

- (4) Quantities scheduled by Transporter from/to primary and/or secondary, and/or segmented point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Off-System Capacity charges as described on Transporter's EBB and/or pursuant to Section 4.6 of the General Terms and Conditions of the Tariff.
- (5) EPC shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the parties.

Attachment B

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RATE SCHEDULE FT

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6. **Receipt and Delivery Points:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) 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. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT and Section 4.11 of the General Terms and Conditions. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. **Negotiated Rate:** Yes _____ No X
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TRANSPORTER:

**CHEYENNE PLAINS GAS PIPELINE
COMPANY, L.L.C.**

Accepted and agreed to this

_____ day of _____, 2018.

SHIPPER:

GRASSLANDS ENERGY MARKETING LLC

Accepted and agreed to this

_____ day of _____, 2018.

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(Shipper)

DATED: March 1, 2018

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Effective Dates: (See ¶9)

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As listed on Exhibit A	As listed on Exhibit A	(See ¶9)	(1a)	(1)	(1)	(2)	(3)	(5)

<i>Primary and Secondary Receipt Point(s)</i>	<i>Primary and Secondary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)(4)</i>	<i>Commodity Rate (4)</i>	<i>Fuel (4)</i>	<i>Surcharges</i>
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- (3) Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

ACA:

The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions of the Tariff.

- (4) Quantities scheduled by Transporter from/to primary and/or secondary, and/or segmented point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Off-System Capacity charges as described on Transporter's EBB and/or pursuant to Section 4.6 of the General Terms and Conditions of the Tariff.
- (5) EPC shall be as stated on Transporter's 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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Part IV: General Terms and Conditions

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(Forms of Service Agreements - Preliminary Statement)

Section 1	Rate Schedule FT
Section 2	Rate Schedule IT
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Part VI: Graphical Illustrations

(Reserved)

Part VII: Non-Conforming Agreements

Section 1	MIECO, Inc. #212185-FTCPG
Section 2	Reserved
Section 3	EnCana Marketing (USA) Inc. #21015000-FTCPG
Section 4	Augustus Energy Resources, LLC #21016001A
Section 5	Augustus Energy Resources, LLC #21018000D
Section 6	Reserved
Section 7	Reserved
Section 8	Reserved
Section 9	Grasslands Energy Marketing LLC #214105-FTCPG

List of Non-Conforming Agreements

Atmos Energy Corporation	#21013
Augustus Energy Resources, LLC	#21016001A
Augustus Energy Resources, LLC	#21018000D
EnCana Marketing (USA) Inc. and Precedent Agreement dated August 6, 2003	#21015000-FTCPG
MIECO, Inc.	#212185-FTCPG
Grasslands Energy Marketing LLC	#214105-FTCPG
Shell Energy North America (US), L.P.	#21032
Yates Petroleum Corporation	#21003008

NON-CONFORMING AGREEMENTS

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Section 6	Reserved
Section 7	Reserved
Section 8	Reserved
Section 9	Grasslands Energy Marketing LLC #214105-FTCPG

Agreement No. 214105-FTCPG

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.

and

GRASSLANDS ENERGY MARKETING LLC
(Shipper)

DATED: March 1, 2018

Transportation Service Agreement
Rate Schedule FT

Dated: March 1, 2018

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

1. **Transporter: CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.**
2. **Shipper: GRASSLANDS ENERGY MARKETING LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff First 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 receipt point(s) and primary delivery point(s) shall be on a firm basis. Receipt and delivery of quantities at Secondary Receipt Point(s) and/or Secondary Delivery Point(s) shall be in accordance with the Tariff.
6. **Receipt and Delivery Points:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) 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. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT and Section 4.11 of the General Terms and Conditions. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. **Negotiated Rate:** Yes _____ No X
9. **Maximum Delivery Quantity ("MDQ")**

MDQ (Dth/d)	Effective Date
14,000	April 1, 2018 - October 31, 2018

10. **Term of Firm Transportation Service:** Beginning: April 1, 2018
Ending: October 31, 2018

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

To Shipper:

Invoices:

GRASSLANDS ENERGY MARKETING LLC
1200 17th Street, Suite 2850
Denver, CO 80202
Attn: Peter J. Vint

All Notices:

GRASSLANDS ENERGY MARKETING LLC
1200 17th Street, Suite 2850
Denver, CO 80202
Attn: Peter J. Vint

To Transporter: See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** N/A.

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

14. **Waiver of Gas Quality Tariff Provision:**

Pursuant to Section 3.4 of the General Terms and Conditions of Transporter's Tariff, Transporter shall waive the gas quality specifications at the Jackson Lake receipt point to accept gas that does not conform to the quality specifications contained in the Tariff with respect to CO₂ levels of up to 3.5% for a limited time period until gas treatment facilities are in place and in operation, provided that such acceptance will not interfere with Transporter's ability to: (1) maintain prudent and safe operation of part or all of Transporter's pipeline system, (2) ensure that such gas does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such gas does not adversely affect Transporter's ability to tender gas for delivery to a downstream pipeline or end-user.

Transporter will file this non-conforming agreement with the Federal Energy Regulatory Commission ("Commission") for review and acceptance. Transporter may terminate this agreement if the Commission rejects the contractual non-conforming provision or accepts it subject to other conditions that Transporter does not accept in its sole determination.

Agreement No.214105-FTCPG

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:

**CHEYENNE PLAINS GAS PIPELINE
COMPANY, L.L.C.**

Accepted and agreed to this

_____ day of _____, 2018.

SHIPPER:

GRASSLANDS ENERGY MARKETING LLC

Accepted and agreed to this

_____ day of _____, 2018.

Agreement No. 214105-FTCPG

EXHIBIT A

to
 Transportation Service Agreement
 Rate Schedule FT
 between

CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.
 and
GRASSLANDS ENERGY MARKETING LLC
 (Shipper)

DATED: March 1, 2018

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

<i>Primary Receipt Point(s) (1)</i>	<i>Primary Receipt Point Quantity (Dth per Day) (2)</i>	<i>Minimum Pressure (p.s.i.g.) (4)</i>	<i>Maximum Pressure (p.s.i.g.) (4)</i>
48084 GRASLAND/CPG JACKSON LAKE	14,000	Sufficient Pressure to Enter Transporter's Facilities	1480

<i>Primary Delivery Point(s) (1)</i>	<i>Primary Delivery Point Quantity (Dth per Day) (3)</i>	<i>Minimum Pressure (p.s.i.g.) (4)</i>	<i>Maximum Pressure (p.s.i.g.) (4)</i>
892153 KGS/CPG (CSL) COSSELL LAKE KIOWA	14,000	Line Pressure of Transporter's Facilities	880

Notes:

- (1) Information regarding receipt and delivery point(s), 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 Receipt point 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 receipt point on a pro rata basis based on the quantities received on any Day at a receipt point divided by the total quantity delivered at all delivery points under this Transportation Service Agreement.
- (3) The sum of the delivery quantities at all delivery point(s) shall be equal to Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.7 of the General Terms and Conditions of the Tariff.

EXHIBIT B
 to
 Transportation Service Agreement
 between
CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.
 and
GRASSLANDS ENERGY MARKETING LLC
 (Shipper)

DATED: March 1, 2018

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)(4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun</i>	<i>Fuel (4)</i>	<i>Surcharges</i>	<i>Electric Power Cost</i>
As listed on Exhibit A	As listed on Exhibit A	(See ¶9)	(1a)	(1)	(1)	(2)	(3)	(5)

<i>Primary and Secondary Receipt Point(s)</i>	<i>Primary and Secondary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)(4)</i>	<i>Commodity Rate (4)</i>	<i>Fuel (4)</i>	<i>Surcharges</i>
48084 Jackson Lake	892153 Cossell Lake (CSL)					
800859 Greensburg (GBG)	892156 Sand Dune (SDM)					
800848 Crazy Bear (CZB)	800892 Scott (SCT)					
800184 Curley (CUR)	800893 South Rattlesnake (SRC)					
800614 Red Cloud (RCD)	800859 Greensburg (GBG)	(See ¶9)	(1a)	(1)	(2)	(3)
800716 Thunder Chief (TDC)	800884 Mullinville (MVL)					
892156 Sand Dune (SDM)	892158 Ford (FMS)					
800884 Mullinville (MVL)	800848 Crazy Bear (CZB)					
892158 Ford (FMS)	800716 Thunder Chief (TDC)					
800893 South Rattlesnake (SRC)	800184 Curley (CUR)					
800892 Scott (SCT)	800614 Red Cloud (RCD)					
All	All	(See ¶9)	(1)	(1)	(2)	(3)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. The reservation rate shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.11 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) \$5.9313 per Dth per month, which shall be payable regardless of quantities transported. The rates charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.
- (2) Fuel Reimbursement shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

ACA:

The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions of the Tariff.

EXHIBIT B (continued)

- (4) Quantities scheduled by Transporter from/to primary and/or secondary, and/or segmented point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Off-System Capacity charges as described on Transporter's EBB and/or pursuant to Section 4.6 of the General Terms and Conditions of the Tariff.
- (5) EPC shall be as stated on Transporter's 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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Section 5	Augustus Energy Resources, LLC #21018000D
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Section 7	Reserved
Section 8	Reserved
Section 9	Grasslands Energy Marketing LLC # 214105-FTCPG21186000

List of Non-Conforming Agreements

Atmos Energy Corporation	#21013
Augustus Energy Resources, LLC	#21016001A
Augustus Energy Resources, LLC	#21018000D
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MIECO, Inc.	#212185-FTCPG
Grasslands Energy Marketing LLC FTCPG21186000	# 214105-
Shell Energy North America (US), L.P.	#21032
Yates Petroleum Corporation	#21003008

NON-CONFORMING AGREEMENTS

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Section 5	Augustus Energy Resources, LLC #21018000D
Section 6	Reserved
Section 7	Reserved
Section 8	Reserved
Section 9	Grasslands Energy Marketing LLC # 214105-FTCPG21186000

~~Agreement No. 21186000~~

~~Firm Transportation Service Agreement
Rate Schedule FT~~

~~between~~

~~Cheyenne Plains Gas Pipeline Company, L.L.C.~~

~~and~~

~~Grasslands Energy Marketing LLC
(Shipper)~~

~~Dated: December 12, 2014~~

Agreement No. 21186000

Transportation Service Agreement
Rate Schedule FT

~~Dated: December 12, 2014~~

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

1. ~~Transporter: CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.~~

2. ~~Shipper: GRASSLANDS ENERGY MARKETING LLC~~

3. ~~Regulatory Authority: All service performed under this Agreement shall be performed pursuant to 18 CFR 284.221 authority, unless Shipper elects service to be performed pursuant to 18 CFR 284.101 (Section 311) authority. In that event, Transporter shall only accept, and Shipper shall only make, Nominations for service to be performed pursuant to 18 CFR 284.101 (Section 311) in accordance with the regulations governing the provisions of such service, and after Transporter has received an "on behalf of" letter acceptable to Transporter.~~

4. ~~Applicable Tariff: Transporter's FERC Gas Tariff First Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.~~

5. ~~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.~~

6. ~~Transportation Service: Transportation Service at and between primary receipt point(s) and primary delivery point(s) shall be on a firm basis. Receipt and delivery of quantities at Secondary Receipt Point(s) and/or Secondary Delivery Point(s) shall be in accordance with the Tariff.~~

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

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

(ii) The completion of the Interconnection Agreement between Transporter and Shipper for the new Receipt Point.

7. ~~Receipt and Delivery Points: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.~~

8. ~~Rates and Surcharges: As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT and Section 4.11 of the General Terms and Conditions. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.~~

9. ~~Negotiated Rate: Yes No~~

Agreement No. 21186000

~~10. **Maximum Delivery Quantity ("MDQ")**~~

MDQ (Dth/d)	Effective Date
10,000	In Service Date (as defined below) —1 year

~~11. **Term of Firm Transportation Service:** Beginning: The In Service Date, which shall be the later of (i) the date the interconnection and metering facilities to be constructed by Transporter are ready for service, or (ii) the earlier of the date Shipper's Jackson Lake gas processing plant at the primary receipt point is ready for commercial operation or July 1, 2015.~~

~~Ending: One year from In Service Date~~

~~12. **Notices, Statements, and Bills:**~~

~~**To Shipper:**~~

~~**Invoices for Transportation:**
Grasslands Energy Marketing LLC
1200 17th Street, Suite 2850
Denver, CO 80202
Attn: Michelle Giebler~~

~~**All Notices:**
Grasslands Energy Marketing LLC
1200 17th Street, Suite 2850
Denver, CO 80202
Attn: Peter J. Vint~~

~~**To Transporter:** See "Points of Contact" section in the Tariff.~~

~~13. **Effect on Prior Agreement:** N/A.~~

~~14. **Application of Tariff Provision:**~~

~~Pursuant to Section 3.4 of the General Terms and Conditions of Transporter's Tariff, Transporter shall waive the gas quality specifications at the Jackson Lake receipt point to accept gas that does not conform to the quality specifications contained in the Tariff with respect to CO₂ levels of up to 3.5% for a limited time period until gas treatment facilities are in place and operation, but not later than 1 year following the In Service Date, provided that such acceptance will not interfere with Transporter's ability to: (1) maintain prudent and safe operation of part or all of Transporter's pipeline system, (2) ensure that such gas does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such gas does not adversely affect Transporter's ability to tender gas for delivery to a downstream pipeline or end user.~~

~~Transporter will file this agreement with the Federal Energy Regulatory Commission ("Commission") as soon as commercially feasible and request the Commission provide a determination within 30 days. Transporter may terminate this agreement if the Commission rejects the non-conforming provision or accepts it subject to other conditions that Transporter does not accept in its sole determination.~~

~~Agreement No. 21186000~~

~~15. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of the Tariff (as it may be amended pursuant to Section 14 of the Agreement).~~

~~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 electronically or in writing.~~

~~Transporter: _____ Shipper: _____~~

~~CHEYENNE PLAINS GAS PIPELINE
COMPANY, L.L.C.~~

~~GRASSLANDS ENERGY MARKETING LLC~~

~~By: _____
Gregory W. Ruben
VP Business Development~~

~~By: _____
Name: _____~~

~~_____ Title: _____~~

~~Accepted and agreed to this _____
_____ day of _____, 2014.~~

~~Accepted and agreed to this _____
_____ day of _____, 2014.~~

~~Agreement No. 214105-FTCPG~~

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.

and

GRASSLANDS ENERGY MARKETING LLC
(Shipper)

DATED: March 1, 2018

Agreement No. 214105-FTCPG

Transportation Service Agreement
Rate Schedule FT

Dated: March 1, 2018

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

1. **Transporter: CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.**
2. **Shipper: GRASSLANDS ENERGY MARKETING LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff First 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 receipt point(s) and primary delivery point(s) shall be on a firm basis. Receipt and delivery of quantities at Secondary Receipt Point(s) and/or Secondary Delivery Point(s) shall be in accordance with the Tariff.
6. **Receipt and Delivery Points:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) 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. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT and Section 4.11 of the General Terms and Conditions. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. **Negotiated Rate:** Yes _____ No
9. **Maximum Delivery Quantity ("MDQ")**

MDQ
(Dth/d)

Effective Date

14,000

April 1, 2018 - October 31, 2018

10. **Term of Firm Transportation Service:** Beginning: April 1, 2018
Ending: October 31, 2018

Agreement No. 214105-FTCPG

11. Notices, Statements, and Bills:

To Shipper:

Invoices:

GRASSLANDS ENERGY MARKETING LLC
1200 17th Street, Suite 2850
Denver, CO 80202
Attn: Peter J. Vint

All Notices:

GRASSLANDS ENERGY MARKETING LLC
1200 17th Street, Suite 2850
Denver, CO 80202
Attn: Peter J. Vint

To Transporter: See "Points of Contact" in the Tariff.

12. Effect on Prior Agreement(s): N/A.

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

14. Waiver of Gas Quality Tariff Provision:

Pursuant to Section 3.4 of the General Terms and Conditions of Transporter's Tariff, Transporter shall waive the gas quality specifications at the Jackson Lake receipt point to accept gas that does not conform to the quality specifications contained in the Tariff with respect to CO2 levels of up to 3.5% for a limited time period until gas treatment facilities are in place and in operation, provided that such acceptance will not interfere with Transporter's ability to: (1) maintain prudent and safe operation of part or all of Transporter's pipeline system, (2) ensure that such gas does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such gas does not adversely affect Transporter's ability to tender gas for delivery to a downstream pipeline or end-user.

Transporter will file this non-conforming agreement with the Federal Energy Regulatory Commission ("Commission") for review and acceptance. Transporter may terminate this agreement if the Commission rejects the contractual non-conforming provision or accepts it subject to other conditions that Transporter does not accept in its sole determination.

Agreement No.214105-FTCPG

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:

**CHEYENNE PLAINS GAS PIPELINE
COMPANY, L.L.C.**

GRASSLANDS ENERGY MARKETING LLC

1

2

3

4

Accepted and agreed to this

Accepted and agreed to this

5

6

7

8

day of

, 2018.

day of

, 2018.

Agreement No. 21186000

Exhibit A
 to
Transportation Service Agreement
Rate Schedule FT
 between
Cheyenne Plains Gas Pipeline Company, L.L.C.
 and
Grasslands Energy Marketing LLC
 (Shipper)

Dated: December 12, 2014

Shipper's Maximum Delivery Quantity (MDQ): (See ¶10)

<i>Primary Receipt Point(s) (1)</i>	<i>Effective Dates</i>	<i>Primary Receipt Point Quantity (Dth per Day) (2)</i>	<i>Minimum Receipt Pressure (p.s.i.g.) (4)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
Jackson Lake (new)	(See ¶10)	10,000	Sufficient pressure to enter Transporter's Facilities	Line Pressure of Transporter's Facilities

<i>Primary Delivery Point(s) (1)</i>	<i>Effective Dates</i>	<i>Primary Delivery Point Quantity (Dth per Day) (3)</i>	<i>Minimum Delivery Pressure (p.s.i.g.) (4)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
South Rattlesnake Creek (SRC)	(See ¶10)	10,000	Line Pressure of Transporter's Facilities	880

Agreement No. 214105-FTCPG

NOTES:

- (1) Information regarding receipt and delivery point(s), 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 Receipt point 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 receipt point on a pro rata basis based on the quantities received on any Day at a receipt point divided by the total quantity delivered at all delivery points under this Transportation Service Agreement.
- (3) The sum of the delivery quantities at all delivery point(s) shall be equal to Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.

EXHIBIT A

to
Transportation Service Agreement
Rate Schedule FT
between
CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.
and
GRASSLANDS ENERGY MARKETING LLC
(Shipper)

DATED: March 1, 2018

Shipper's Maximum Delivery Quantity (MDQ): (See ¶19)
Effective Dates: (See ¶19)

<u>Primary Receipt Point(s) (1)</u>	<u>Primary Receipt Point Quantity (Dth per Day) (2)</u>	<u>Minimum Pressure (p.s.i.g.) (4)</u>	<u>Maximum Pressure (p.s.i.g.) (4)</u>
48084 GRASLAND/CPG JACKSON LAKE	14,000	Sufficient Pressure to Enter Transporter's Facilities	1480

<u>Primary Delivery Point(s) (1)</u>	<u>Primary Delivery Point Quantity (Dth per Day) (3)</u>	<u>Minimum Pressure (p.s.i.g.) (4)</u>	<u>Maximum Pressure (p.s.i.g.) (4)</u>
892153 KGS/CPG (CSL) COSSELL LAKE KIOWA	14,000	Line Pressure of Transporter's Facilities	880

Notes:

- (1) Information regarding receipt and delivery point(s), 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 Receipt point 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 receipt point on a pro rata basis based on the quantities received on any Day at a receipt point divided by the total quantity delivered at all delivery points under this Transportation Service Agreement.
- (3) The sum of the delivery quantities at all delivery point(s) shall be equal to Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.7 of the General Terms and Conditions of the Tariff.

Agreement No. 21186000

Exhibit B
 to
 Transportation Service Agreement
 between
Cheyenne Plains Gas Pipeline Company, L.L.C.
 and
Grasslands Energy Marketing LLC
 (Shipper)

Dated: December 12, 2014

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)</i>	<i>Commodity Rate (1)</i>	<i>Authorized Overrun</i>	<i>Fuel</i>	<i>Surcharges</i>	<i>Electric Power Cost</i>
Jackson Lake (new)	South Rattlesnake Creek (SRC)	(See ¶10)	(1a)	(1)	(1)	(2)	(3)	(5)

<i>Primary and Secondary Receipt Point(s)</i>	<i>Primary and Secondary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>R₁ Reservation Rate (1)</i>	<i>Commodity Rate (1)</i>	<i>Fuel</i>	<i>Surcharges</i>
Jackson Lake (new)	All Non-Primary Delivery Point(s)	(See ¶10)	(1a)	(1)	(2)	(3)
All Non-Primary Receipt Point(s)	South Rattlesnake Creek (SRC)	(See ¶10)	(1)	(1)	(2)	(3)
All Non-Primary Receipt Point(s)	All Non-Primary Delivery Point(s)	(See ¶10)	(1)	(1)	(2)	(3)

Agreement No. 214105-FTCPG

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 FT; as such rates may be changed from time to time.
- (1a) — As provided in Section 4.11 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s) of \$3.6500 per dekatherm per month. The rates charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in transporter's Tariff.
- (2) — Fuel Reimbursement shall be as stated on Transporter's Statement of Rates For Transportation of Natural Gas sheet in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Quantities scheduled by Transporter from/to primary and/or secondary or segmented point(s) on any off-system capacity held by

~~Transporter shall be subject to Transporter's Off System Capacity charges, as described on Transporter's EBB and/or pursuant to Section 4.6 of the General Terms and Conditions of the Tariff.~~

~~Agreement No. 21186000~~

Exhibit B

(cont.)

NOTES:

~~(3) Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates sheet, as they may be changed from time to time, unless otherwise agreed to by the Parties.~~

ACA:

~~The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions of the Tariff.~~

~~(4) Quantities scheduled by Transporter from/to primary and/or secondary, and/or segmented point(s) on any off system capacity held by Transporter shall be subject to Transporter's Off System Capacity charges as described on Transporter's EBB and/or pursuant to Section 4.6 of the General Terms and Conditions of the Tariff.~~

~~(5) EPC shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the parties.~~

EXHIBIT B

to
Transportation Service Agreement
 between

CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.
 and

GRASSLANDS ENERGY MARKETING LLC
 (Shipper)

DATED: March 1, 2018

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate (1)(4)</u>	<u>Commodity Rate (4)</u>	<u>Authorized Overrun</u>	<u>Fuel (4)</u>	<u>Surcharges</u>	<u>Electric Power Cost</u>
As listed on Exhibit A	As listed on Exhibit A	(See ¶9)	(1a)	(1)	(1)	(2)	(3)	(5)
<u>Primary and Secondary Receipt Point(s)</u>	<u>Primary and Secondary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate (1)(4)</u>	<u>Commodity Rate (4)</u>		<u>Fuel (4)</u>	<u>Surcharges</u>	
48084 Jackson Lake	892153 Cossell Lake (CSL)							
800859 Greensburg (GBG)	892156 Sand Dune (SDM)							
800848 Crazy Bear (CZB)	800892 Scott (SCT)							
800184 Curley (CUR)	800893 South Rattlesnake (SRC)							
800614 Red Cloud (RCD)	800859 Greensburg (GBG)							
800716 Thunder Chief (TDC)	800884 Mullinville (MVL)	(See ¶9)	(1a)	(1)		(2)	(3)	
892156 Sand Dune (SDM)	892158 Ford (FMS)							
800884 Mullinville (MVL)	800848 Crazy Bear (CZB)							
892158 Ford (FMS)	800716 Thunder Chief (TDC)							
800893 South Rattlesnake (SRC)	800184 Curley (CUR)							
	800614 Red Cloud (RCD)							

800892 Scott (SCT)

All

All

(See ¶19)

(1)

(1)

(2)

(3)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. The reservation rate shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.11 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) \$5.9313 per Dth per month, which shall be payable regardless of quantities transported. The rates charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.
- (2) Fuel Reimbursement shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

ACA:

The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions of the Tariff.

Agreement No. 214105-FTCPG

EXHIBIT B (continued)

- (4) Quantities scheduled by Transporter from/to primary and/or secondary, and/or segmented point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Off-System Capacity charges as described on Transporter's EBB and/or pursuant to Section 4.6 of the General Terms and Conditions of the Tariff.
- (5) EPC shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the parties.