



February 28, 2024

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

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

Re: Non-Conforming Agreement Update Filing;
Wyoming Interstate Company, L.L.C.;
Docket No. RP24-

Commissioners:

Wyoming Interstate Company, L.L.C. ("WIC") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed in the attached Appendix A. Proposed with an effective date of April 1, 2024, these tariff records update WIC's FERC Gas Tariff, Third Revised Volume No. 2 ("Tariff") to reflect an amendment to an existing non-conforming transportation service agreement ("TSA") between WIC and Spotlight Energy, LLC ("Spotlight").

Background

TSA No. 217274-FTWIC ("Spotlight TSA") is an existing Rate Schedule FT non-conforming agreement that is included in WIC's Tariff. The Commission most recently accepted tariff records reflecting the non-conforming provision in a letter order dated December 10, 2020 in Docket No. RP21-242-000.

Description of Agreement

WIC and Spotlight agreed to amend the agreement to extend the term of the TSA effective April 1, 2024.¹ The amended TSA continues to include a non-conforming provision that deviates from WIC's Rate Schedule FT Form of Service Agreement ("*Pro Forma*"). This previously accepted non-conforming provision in Exhibit B, footnote 4 clarifies the application of the third party charges associated with transportation service provided under the agreement. Therefore, the Spotlight TSA is submitted for the Commission's review and acceptance, pursuant to Section 154.112(b) of the Commission's regulations.² The non-conforming provision is identical to the provision originally submitted to

¹ The term of the TSA has been extended from March 31, 2024 to March 31, 2029.

² 18 C.F.R. § 154112(b) (2023).

the Commission for review in Docket No. RP21-242-000. Other than the new effective and termination dates, no substantive changes have been made to the Spotlight TSA.³

Tariff Provisions

WIC is submitting the following tariff records pursuant to Section 154.112(b) (2023) and Subpart C of the Commission's regulations.⁴

Part VII, Sections 11.0 through 11.2 is updated to reflect the amended Spotlight TSA. Additionally, WIC has included a marked copy of the executed TSA in accordance with the Commission's regulations to indicate changes from the found in WIC's Tariff.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁵ WIC is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter;
- b) Appendix A, a list of the proposed tariff records;
- c) Appendix B, a marked copy of the Spotlight TSA against the *Pro Forma*;
- d) Appendix C, a copy of the executed TSA; and
- e) clean and marked versions of each tariff record in PDF format.

WIC respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective April 1, 2024, which is not less than thirty days nor more than sixty days following the date of this filing. With respect to any tariff records the Commission allows to go into effect without change, WIC 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:

³ WIC has included minor administrative updates to fill-in-the-blank provisions in this contract amendment. Specifically, WIC has incorporated language describing the effect on the prior agreement in paragraph 12, simplified the primary receipt and delivery point names shown on Exhibit A and clarified the applicability of authorized overrun rates to transportation service provided on a secondary basis on Exhibit B.

⁴ See 18 C.F.R. §§ 154.201 - 154.210 (2023) (Subpart C).

⁵ See 18 C.F.R. §§ 154.101 – 154.603 (2023) (Part 154).

Ms. Shelly L. Busby
Director, Regulatory
Wyoming Interstate Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 520-4657
WICRegulatoryAffairs@kindermorgan.com

Mr. David R. Cain
Assistant General Counsel
Wyoming Interstate 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 (18 C.F.R. § 385.203 (2023)).

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,

WYOMING INTERSTATE COMPANY, L.L.C.

By _____ /s/
Shelly L. Busby
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 WIC's pipeline 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 28th day of February 2024.

/s/
Shelly L. Busby

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

WYOMING INTERSTATE COMPANY, L.L.C.
Non-Conforming Agreement Update Filing

Third Revised Volume No. 2

Part VII: Non-Conforming

Section 11	Spotlight Energy LLC #217274-FTWIC	Version 3.0.0
Section 11.1	Spotlight Energy LLC #217274-FTWIC Exh A	Version 3.0.0
Section 11.2	Spotlight Energy LLC #217274-FTWIC Exh B	Version 3.0.0

Appendix B

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

SPOTLIGHT ENERGY, LLC
(Shipper)

DATED: March 1, 2023

Transportation Service Agreement
Rate Schedule FT

DATED: March 1, 2023

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: SPOTLIGHT ENERGY, LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. 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/Day)	Effective
20,000	April 1, 2024 - March 31, 2029

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
Ending: March 31, 2029

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

To Shipper:

Invoices:
SPOTLIGHT ENERGY, LLC
950 Echo Lane, Suite 125
Houston, TX 77024
Attn: Jacob Field

All Notices:
SPOTLIGHT ENERGY, LLC
950 Echo Lane, Suite 125
Houston, TX 77024
Attn: Jacob Field

To Transporter:

See "Points of Contact" in this Tariff.

12. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2024: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter’s Agreement No. 217274-FTWIC, originally dated on April 8, 2020.

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

IN WITNESS WHEREOF, the parties hereto 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:

WYOMING INTERSTATE COMPANY, L.L.C.

DANIEL J TYGRET

DIRECTOR-ASSET OPTIMIZ

Accepted and agreed to this

4 April
_____ day of _____, 2023.

Shipper:

SPOTLIGHT ENERGY, LLC

William Deloach

Scheduler

Accepted and agreed to this

30 March
_____ day of _____, 2023.

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
SPOTLIGHT ENERGY, LLC
(Shipper)

DATED: March 1, 2023

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

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800104 (BOW) BOWIE WELD	20,000	1,000

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
941002 (TPZ) TOPAZ RIDGE	20,000	720

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
SPOTLIGHT ENERGY, LLC
(Shipper)

DATED: March 1, 2023

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
As Listed on Exhibit A	As Listed on Exhibit A	(See ¶9)	(1)	(1)	(1)	(2)	(3)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
All	All	(See ¶9)	(1)	(1)	(1)	(2)	(3)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (2) Applicable FL&U Percentage(s) shall be as stated in 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 in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

ACA:

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

- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff. For purposes of clarity only, the rate underlying the reservation charges included in Third Party Charges for the Primary Points associated with the off-system capacity held on Dominion Energy Overthrust Pipeline LLC ("Overthrust") acquired by Transporter on behalf of Shipper is Overthrust's Maximum Tariff Rate and therefore shall be the basis of those specific additional charges under Section 4.5 of the General Terms and Conditions of the Tariff.

Appendix C

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

SPOTLIGHT ENERGY, LLC
(Shipper)

DATED: March 1, 2023

Transportation Service Agreement
Rate Schedule FT

DATED: March 1, 2023

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: SPOTLIGHT ENERGY, LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. 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/Day)	Effective
20,000	April 1, 2024 - March 31, 2029

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
Ending: March 31, 2029

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

To Shipper:

Invoices:
SPOTLIGHT ENERGY, LLC
950 Echo Lane, Suite 125
Houston, TX 77024
Attn: Jacob Field

All Notices:
SPOTLIGHT ENERGY, LLC
950 Echo Lane, Suite 125
Houston, TX 77024
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To Transporter:

See "Points of Contact" in this Tariff.

12. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2024: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter’s Agreement No. 217274-FTWIC, originally dated on April 8, 2020.

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

IN WITNESS WHEREOF, the parties hereto 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:

WYOMING INTERSTATE COMPANY, L.L.C.

DANIEL J TYGRET

DIRECTOR-ASSET OPTIMIZ

Accepted and agreed to this

4 April
_____ day of _____, 2023.

Shipper:

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William Deloach

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to
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RATE SCHEDULE FT
between
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and
SPOTLIGHT ENERGY, LLC
(Shipper)

DATED: March 1, 2023

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

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800104 (BOW) BOWIE WELD	20,000	1,000

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
941002 (TPZ) TOPAZ RIDGE	20,000	720

Notes:

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- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

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to
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DATED: March 1, 2023

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As Listed on Exhibit A	As Listed on Exhibit A	(See ¶9)	(1)	(1)	(1)	(2)	(3)

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All	All	(See ¶9)	(1)	(1)	(1)	(2)	(3)

Notes:

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- (3) **Surcharges, If Applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

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FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

SPOTLIGHT ENERGY, LLC
(Shipper)

DATED: March 1, 2023~~April 8, 2020~~

Agreement No. 217274-FTWIC

Transportation Service Agreement
 Rate Schedule FT

DATED: ~~March 1, 2023~~ ~~April 8, 2020~~

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

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8. **Negotiated Rate:** Yes _____ No X
9. **Maximum Delivery Quantity ("MDQ"):**

MDQ (Dth/Day)	Effective
20,000	April 1, 2024 January 1, 2021 - March 31, 202 <u>94</u>

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
 Ending: March 31, 20294

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

To Shipper:

Invoices:

SPOTLIGHT ENERGY, LLC
950 Echo Lane, Suite 125
Houston, TX 77024
Attn: Jacob Field

All Notices:

SPOTLIGHT ENERGY, LLC
950 Echo Lane, Suite 125
Houston, TX 77024
Attn: Jacob Field

To Transporter:

See "Points of Contact" in this Tariff.

12. **Effect on Prior Agreement(s):** ~~N/A~~This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2024: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 217274-FTWIC, originally dated on April 8, 2020.

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

IN WITNESS WHEREOF, the parties hereto 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:

WYOMING INTERSTATE COMPANY, L.L.C.

SPOTLIGHT ENERGY, LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 20230.

_____ day of _____, 20230.

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
SPOTLIGHT ENERGY, LLC
(Shipper)

DATED: ~~March 1, 2023~~ ~~April 8, 2020~~

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

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800104 WIC/CIG (BOW) BOWIE WELD	20,000	1000

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
941002 DEOPL/RUBY (TPZ) TOPAZ RIDGE RECEIP	20,000	720

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
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- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

Ex. A-1

EXHIBIT B
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE FT
 between
WYOMING INTERSTATE COMPANY, L.L.C.
 and
SPOTLIGHT ENERGY, LLC
 (Shipper)

DATED: ~~March 1, 2023~~ April 8, 2020

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
As Listed on Exhibit A	As Listed on Exhibit A	(See ¶9)	(1)	(1)	(1)	(2)	(3)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
All	All	(See ¶9)	(1)	(1)	(1)	(2)	(3)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
All	All	(See ¶9)	(1)	(1)	(2)	(3)

Notes:

(1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.

(2) Applicable FL&U Percentage(s) shall be as stated in 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 in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

ACA:

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

- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff. For purposes of clarity only, the rate underlying the reservation charges included in Third Party Charges for the Primary Points associated with the off-system capacity held on Dominion Energy Overthrust Pipeline LLC ("Overthrust") acquired by Transporter on behalf of Shipper is Overthrust's Maximum Tariff Rate and therefore shall be the basis of those specific additional charges under Section 4.5 of the General Terms and Conditions of the Tariff.

Ex. B-1

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

SPOTLIGHT ENERGY, LLC
(Shipper)

DATED: March 1, 2023

Agreement No. 217274-FTWIC

Transportation Service Agreement
Rate Schedule FT

DATED: March 1, 2023

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: SPOTLIGHT ENERGY, LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. 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/Day)	Effective
20,000	April 1, 2024 - March 31, 2029

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
Ending: March 31, 2029

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

To Shipper:

Invoices:

SPOTLIGHT ENERGY, LLC
950 Echo Lane, Suite 125
Houston, TX 77024
Attn: Jacob Field

All Notices:

SPOTLIGHT ENERGY, LLC
950 Echo Lane, Suite 125
Houston, TX 77024
Attn: Jacob Field

To Transporter:

See "Points of Contact" in this Tariff.

12. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2024: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 217274-FTWIC, originally dated on April 8, 2020.

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

IN WITNESS WHEREOF, the parties hereto 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:

WYOMING INTERSTATE COMPANY, L.L.C.

Accepted and agreed to this

_____ day of _____, 2023.

Shipper:

SPOTLIGHT ENERGY, LLC

Accepted and agreed to this

_____ day of _____, 2023.

EXHIBIT A
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE FT
 between
WYOMING INTERSTATE COMPANY, L.L.C.
 and
SPOTLIGHT ENERGY, LLC
 (Shipper)

DATED: March 1, 2023

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

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800104 (BOW) BOWIE WELD	20,000	1000

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
941002 (TPZ) TOPAZ RIDGE	20,000	720

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

Ex. A-1

EXHIBIT B
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE FT
 between
WYOMING INTERSTATE COMPANY, L.L.C.
 and
SPOTLIGHT ENERGY, LLC
 (Shipper)

DATED: March 1, 2023

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
As Listed on Exhibit A	As Listed on Exhibit A	(See ¶9)	(1)	(1)	(1)	(2)	(3)
<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
All	All	(See ¶9)	(1)	(1)	(1)	(2)	(3)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (2) Applicable FL&U Percentage(s) shall be as stated in 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 in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

ACA:

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

- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff. For purposes of clarity only, the rate underlying the reservation charges included in Third Party Charges for the Primary Points associated with the off-system capacity held on Dominion Energy Overthrust Pipeline LLC ("Overthrust") acquired by Transporter on behalf of Shipper is Overthrust's Maximum Tariff Rate and therefore shall be the basis of those specific additional charges under Section 4.5 of the General Terms and Conditions of the Tariff.

Ex. B-1