

November 29, 2017

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Negotiated Rate Transportation Service Agreement;
TransColorado Gas Transmission Company LLC;
Docket No. RP18-

Commissioners:

TransColorado Gas Transmission Company LLC. ("TransColorado") tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed in the attached Appendix A to its FERC Gas Tariff, Third Revised Volume No. 1 ("Tariff") and Original Volume, The Book of Contracts. TransColorado is proposing to update its Tariff to reflect a recent permanent capacity release associated with a conforming negotiated rate transportation service agreement ("TSA") held by ConocoPhillips Company ("Conoco")¹ to Hilcorp San Juan L.P. ("Hilcorp") for the remaining term of the TSA. As discussed below, TransColorado respectfully requests waiver of the 30-day notice requirement to permit the tariff records to become effective on November 1, 2017, the effective date of the permanent capacity release transaction.

Reason for Filing

On June 28, 2017, Conoco submitted a joint petition requesting waiver of certain regulatory requirements necessary to permanently release capacity as part of a complex commercial transaction. The Commission granted the requested waivers in an order dated July 27, 2017 in Docket No. RP17-857-000.²

After Conoco released the capacity to Hilcorp, TransColorado and Hilcorp executed a paper version of the replacement shipper's TSA, TSA No. 213621-FTSTCG, with a term beginning on November 1, 2017. Consistent with the terms of the release and the original Conoco TSA, the replacement TSA specifies a

¹ TSA No. 552108 is a negotiated rate, non-conforming TSA currently on file with the Commission that is included in TransColorado's Tariff pursuant to Commission order dated March 15, 2017 in Docket No. RP17-420-000. Pursuant to Docket No. RP97-255 and Section 23 of the General Terms and Conditions of the Tariff, TransColorado received authority to negotiate rates in accordance with the Commission's *Policy Statement* in Docket Nos. RM95-6-000 and RM96-7-000.¹ The *Policy Statement* requires pipelines, when implementing a negotiated rate contract, to file either the contract or a Statement of Negotiated Rate Sheet identifying the essential elements of the transaction.

² See *ConocoPhillips Co.*, 160 FERC ¶ 62,091 (2017).

maximum delivery quantity of 250,000 Dth per day, an applicable negotiated reservation rate of \$2.813540 per Dth per month and a contract termination date of December 31, 2017. As a result of this transaction, Conoco's TSA No. 552108 was terminated effective October 31, 2017. TransColorado is filing the Hilcorp negotiated rate TSA for the Commission's review and acceptance for inclusion into TransColorado's Tariff. Unfortunately, an administrative oversight delayed TransColorado's timely submission of the updated tariff records until after the November 1, 2017 start date of the replacement TSA. Therefore, TransColorado seeks the necessary waiver described herein to update its Statement of Negotiated Rates to reflect the permanent replacement capacity holder.

Description of Filing and Tariff Sections

TransColorado is submitting in this filing, pursuant to Subpart C of Part 154 of the Commission's Regulations,³ updated tariff records to: 1) include Hilcorp's replacement negotiated rate TSA No. 213621-FTSTCG, 2) to remove the terminated Conoco negotiated rate TSA from the Tariff, and 3) to change the Statement of Negotiated Rates consistent with the permanent capacity release transaction.

Submission of Tariff Sections

TransColorado is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2017) and Subpart C of the Commission's regulations.

Original Volume – The Book of Contracts, Table of Contents – Section 2 updates the Table of Contents to remove references to Conoco's TSA No. 551208 and show the Hilcorp replacement TSA No. 213621-FTSTCP.

Rates - Negotiated Rates is modified to update the list of negotiated agreements to remove references to Conoco's TSA No. 551208 and show the Hilcorp replacement TSA No. 213621-FTSTCP.

Original Volume – The Book of Contracts is updated to replace terminated TSA No. 551208 with Hilcorp's replacement negotiated rate 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.

³ 18 C.F.R. § 154.101 *et seq.* (2017).

In accordance with the applicable provisions of Part 154 of the Commission's regulations, TransColorado is submitting an eTariff XML filing package containing the proposal in electronic format;

- a) a transmittal letter;
- b) Appendix A, a list of the updated tariff records; and
- c) clean and marked versions of the tariff sections in PDF format.

TransColorado respectfully requests the Commission accept the tendered tariff sections for filing and permit them to become effective on November 1, 2017, the effective date of the Hilcorp replacement negotiated rate TSA. In the *Policy Statement*, the Commission stated that it does not intend to suspend the effectiveness of negotiated rate filings or impose a refund obligation for those rates. Further, the Commission stated it would readily grant requests to waive the 30-day notice requirement of 18 C.F.R. § 154.207 (2017) ("Section 154.207") of its regulations. Finally, the replacement negotiated rate TSA is part of the transaction previously reviewed by the Commission for which it granted waivers to permit the transaction. Under these circumstances, good cause exists to waive the notice requirements as set forth in Section 154.207 to permit the replacement negotiated rate TSA to become effective November 1, 2017 as contemplated by the permanent capacity release transaction.

With respect to any tariff provision the Commission allows to go into effect without change, TransColorado hereby moves to place the tendered tariff provisions 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) of the Commission's regulations, TransColorado respectfully requests that the Commission grant all other waivers necessary to effectuate this filing.

Correspondence and communications concerning this filing should be directed to:

Mr. Francisco Tarin
Director, Regulatory
TransColorado Gas Transmission LLC
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 667-7517
Facsimile: (719) 520-4697
TranscoloradoRegAffairs@kindermorgan.com

Mr. David Cain
Assistant General Counsel
TransColorado Gas Transmission LLC
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 520-4534
Facsimile: (719) 520-4415
TranscoloradoRegAffairs@kindermorgan.com

These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure.

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

Respectfully submitted,

TRANSCOLORADO GAS TRANSMISSION
COMPANY LLC

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 TransColorado's system and interested state regulatory commissions, in accordance with the requirements of Sections 154.208 and 385.2010 of the Commission's Rules of Practice and Procedures.

Dated at Colorado Springs, Colorado as of this 29th day of November, 2017.

/s/

Francisco Tarin

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

TRANSCOLORADO GAS TRANSMISSION COMPANY LLC
Negotiated Rate Agreement Filing
RP18-____

Original Volume - The Book of Contracts and Third Revised Volume No. 1

Original Volume – The Book of Contracts

Table of Contents Section 2.0.

Version 6.0.0

NRA – Hilcorp K#213621-FTSTCG

Version 2.0.0

Third Revised Volume No.1

Rates – Statement of Negotiated Rates

Version 6.0.0

Table of Contents

List of Non-Conforming Contracts Found in This Tariff

Shipper Name	Contract No.	Section Name
New Mexico Gas Company, Inc.	211355-FTSTCG	New Mexico Gas K#211355-FTSTCG

List of Non-Conforming, Negotiated Rate Contracts Found in This Tariff

Shipper Name	Contract No.	Section Name
Enterprise Gas Processing LLC	556287	Enterprise K# 556287

List of Negotiated Rate Contracts Found in This Tariff

Shipper Name	Contract No.	Section Name
CCI Paradox Upstream LLC	558299	CCI Paradox K# 558299
Hilcorp San Juan L.P.	213621- FTSTCG	Hilcorp San Juan L.P. K#213621- FTSTCG

Agreement No. 213621-FTSTCG

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

TRANSCOLORADO GAS TRANSMISSION COMPANY LLC

and

HILCORP SAN JUAN L.P.
(Shipper)

DATED: October 27, 2017

Agreement No. 213621-FTSTCG

**Transportation Service Agreement Rate
Schedule FT**

Dated: October 27, 2017

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

1. **Transporter:** TransColorado Gas Transmission Company LLC
2. **Shipper:** HILCORP SAN JUAN L.P.
3. **Applicable Tariff and Incorporation by Reference:** TransColorado's FERC Gas Tariff Third 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 and Delivery Point(s) shall be on a firm basis. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.
6. **Receipt and Delivery Points:** Shipper agrees to tender gas for transportation service and TransColorado agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. TransColorado 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. As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. TransColorado and Shipper may mutually agree to a discounted rate pursuant to Section 29 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. **Contract Demand:**

(Dth/d)	Effective Date
250,000	November 1, 2017 - December 31, 2017
10. **Term of Firm Transportation Service:** Beginning: November 1, 2017
Ending: December 31, 2017

11. Notices, Statements, and Bills:

To Shipper:

Invoices:

HILCORP SAN JUAN L.P.
1111 Travis St.
Houston, TX 77002 Attn:
Michael Guerra

All Notices:

HILCORP SAN JUAN L.P.
1111 Travis St.
Houston, TX 77002 Attn:
Michael Guerra

To Transporter:

TransColorado Gas Transmission Company LLC
Attn: Marketing Department
P.O. Box 1087
Colorado Springs, Colorado 80944
E-mail: #KMWestMarketing@KinderMorgan.com

12. Effect on Prior Agreement(s): None, however, this capacity was obtained through a permanent release of capacity by CONOCOPHILLIPS, Transporter Agreement No. 552108, per FERC order Docket No. RP17-857-000.

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

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

TRANSPORTER:

TRANSCOLORADO GAS TRANSMISSION LLC

By _____

WILL W. BROWN

VP BUSINESS MANAGEMENT

SHIPPER:

HILCORP SAN JUAN L.P.

By _____

NAME:

TITLE:

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT RATE
SCHEDULE FT
Between

TRANSCOLORADO GAS TRANSMISSION COMPANY LLC
(Transporter)

and

HILCORP SAN JUAN L.P.
(Shipper)

Dated: October 27, 2017

Shipper's Contract Demand: (See ¶9) Effective Dates:
(See ¶9)

Primary Receipt Point(s) (1)	Maximum Daily Receipt Quantity (MDRQ) (Dth per Day) (2)
48300 CONOCOPH/TRANSCOL NATURAL ARCH	250,000

Primary Delivery Point(s) (1)	Maximum Daily Delivery Quantity (MDDQ) (Dth per Day) (3)
42235 REX/TRANSCOL LOVE RANCH RIO BLANCO	250,000

Notes:

- (1) Information regarding receipt and delivery point(s), including legal descriptions, measuring parties, and interconnecting parties, shall be posted on TransColorado's Interactive Website. TransColorado shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by TransColorado.
- (2) Each receipt point quantity may be increased by an amount equal to TransColorado'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 Agreement.
- (3) The sum of the delivery quantities at all delivery point(s) shall be equal to Shipper's Contract Demand.

EXHIBIT B

to

FIRM TRANSPORTATION SERVICE AGREEMENT**RATE SCHEDULE FT**

Between

TRANSCOLORADO GAS TRANSMISSION COMPANY LLC

(Transporter)

and

HILCORP SAN JUAN L.P.

(Shipper)

Dated: October 27, 2017

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate (4)	Usage Rate (4)	Authorized Overrun	Fuel	Surcharges
See Exhibit A	See Exhibit A	(See ¶ 9)	(1a)	(1)	(1)	(2)	(3)

Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)	Effective Dates	Reservation Rate (4)	Usage Rate (4)	Fuel	Surcharges
48300 CONOCOPH/ TRANSCOL NATURAL ARCH 36100 DEQ/TRANSCOL GREASEWOOD RIO BLANCO 36103 RED CEDA/ TRANSCOL COYOTE GULCH 36105 EPNG/TRANSCOL BLANCO SAN JUAN 36106 TRNSWEST/ TRANSCOL BLANCO SAN JUAN 39798 PSCC/TRANSCOL WHITEWATER 40379 SO TRLS /TRANSCOL HARE CANYON 43886 WRH/TRANSCOL RYAN GULCH RIO BLANCO 46794 NMGASCO/ TRANSCOL WILMOUTH SAN JUAN 48300 CONOCOPH/ TRANSCOL NATURAL ARCH	42235 REX/TRANSCOL LOVE RANCH RIO BLANCO 36100 DEQ/TRANSCOL GREASEWOOD RIO BLANCO 36105 EPNG/TRANSCOL BLANCO SAN JUAN 36106 TRNSWEST/ TRANSCOL BLANCO SAN JUAN 39798 PSCC/TRANSCOL WHITEWATER 40379 SO TRLS /TRANSCOL HARE CANYON 43886 WRH/TRANSCOL RYAN GULCH RIO BLANCO 46794 NMGASCO/ TRANSCOL WILMOUTH SAN JUAN 48300 CONOCOPH/ TRANSCOL NATURAL ARCH	(See ¶ 9)	(1a)	(1)	(2)	(3)
ALL	ALL	(See ¶ 9)	(1)	(1)	(2)	(3)

Notes:

- (1) Unless otherwise agreed by the parties in writing, the rates for service shall be TransColorado's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provide in Section 23 of the General Terms and Conditions of TransColorado's Tariff, the parties agree to the following negotiated rate(s) \$2.813540 which shall be payable regardless of quantities transported.
- (2) Fuel Reimbursement shall be assessed pursuant to Rate Schedule FT of TransColorado's Tariff, as they may be changed from time to time, unless otherwise agreed between the parties.

**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 in the Tariff, 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 24 of the General Terms and Conditions of the Tariff.

- (4) Quantities scheduled by Transporter from/to primary and/or alternate, and/or segmented point(s) on any acquired capacity held by TransColorado shall be subject to the Acquired Capacity charges as described on TransColorado's Interactive Website and/or pursuant to Section 27 of the General Terms and Conditions of TransColorado's Tariff.

Statement of Negotiated Rates

STATEMENT OF NEGOTIATED RATES (Rates per Dth/d)							
Shipper	Contract No. (Rate Schedule)	Term of Contract	Dth/d	Reservation Charges	Usage Charges	Primary Receipt Points	Primary Delivery Points
EnCana Marketing (USA), Inc	552458 (FT)	11-1-07 Through 7-31-14	100,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
ConocoPhillips Company	551663 (FT)	1-1-08 Through 12-31-17	11,000	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
Hilcorp San Juan L.P.	213621-FTSTCG (FT)	11-1-17 Through 12-31-17	250,000	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
Enterprise Gas Processing LLC	556287 (FT)	12-1-10 Through 11-30-20	60,000	<u>3/</u>	<u>3/</u>	<u>3/</u>	<u>3/</u>
CCI Paradox Upstream LLC	558299 (FT)	4-1-13 Through 3-31-15	9,000 4-1-13 to 3-31-14 8,000 4-1-14 to 3-31-15	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>

-
- 1/ This information is set out in the executed service agreement currently on file with the FERC. The service agreement deviates from the form of service agreement found in this Tariff.
- 2/ This information is set out in the executed service agreement currently on file with the FERC.
- 3/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2011 at Docket No. RP11-1950.
- 4/ This information is set out in the negotiated rate agreement filed with the Commission on April 23, 2013 at Docket No. RP13-_____.

CLEAN TARIFF SECTIONS

MARKED TARIFF SECTIONS

Table of Contents

List of Non-Conforming Contracts Found in This Tariff

Shipper Name	Contract No.	Section Name
New Mexico Gas Company, Inc.	211355-FTSTCG	New Mexico Gas K#211355-FTSTCG

List of Non-Conforming, Negotiated Rate Contracts Found in This Tariff

Shipper Name	Contract No.	Section Name
Enterprise Gas Processing LLC	556287	Enterprise K# 556287

List of Negotiated Rate Contracts Found in This Tariff

Shipper Name	Contract No.	Section Name
CCI Paradox Upstream LLC	558299	CCI Paradox K# 558299
<u>Hilcorp San Juan</u> <u>L.P. ConocoPhillips Company</u>	<u>213621-</u> <u>FTSTCG552108</u>	<u>Hilcorp San Juan L.P. ConocoPhillips</u> K# <u>213621-FTSTCG552108</u>

Agreement No. 213621-FTSTCG

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

TRANSCOLORADO GAS TRANSMISSION COMPANY LLC

and

HILCORP SAN JUAN L.P.
(Shipper)

DATED: October 27, 2017

Agreement No. 213621-FTSTCG

Transportation Service Agreement Rate
Schedule FT

Dated: October 27, 2017

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

- 1. Transporter: TransColorado Gas Transmission Company LLC**
- 2. Shipper: HILCORP SAN JUAN L.P.**
- 3. Applicable Tariff and Incorporation by Reference:** TransColorado's FERC Gas Tariff Third 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 and Delivery Point(s) shall be on a firm basis. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.
- 6. Receipt and Delivery Points:** Shipper agrees to tender gas for transportation service and TransColorado agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. TransColorado 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.** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. TransColorado and Shipper may mutually agree to a discounted rate pursuant to Section 29 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. Contract Demand:**

<u>(Dth/d)</u>	<u>Effective Date</u>
<u>250,000</u>	<u>November 1, 2017 - December 31, 2017</u>
- 10. Term of Firm Transportation Service:** Beginning: November 1, 2017
Ending: December 31, 2017

Agreement No. 213621-FTSTCG

11. Notices, Statements, and Bills:

To Shipper:

Invoices:

HILCORP SAN JUAN L.P.
1111 Travis St.
Houston, TX 77002 Attn:
Michael Guerra

All Notices:

HILCORP SAN JUAN L.P.
1111 Travis St.
Houston, TX 77002 Attn:
Michael Guerra

To Transporter:

TransColorado Gas Transmission Company LLC
Attn: Marketing Department
P.O. Box 1087
Colorado Springs, Colorado 80944
E-mail: #KMWestMarketing@KinderMorgan.com

12. Effect on Prior Agreement(s): None, however, this capacity was obtained through a permanent release of capacity by CONOCOPHILLIPS, Transporter Agreement No. 552108, per FERC order Docket No. RP17-857-000.

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

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

TRANSPORTER:

SHIPPER:

TRANSCOLORADO GAS TRANSMISSION LLC

HILCORP SAN JUAN L.P.

By _____

By _____

WILL W. BROWN

NAME:

VP BUSINESS MANAGEMENT

TITLE:

Agreement No. 213621-FTSTCG

EXHIBIT A

to

FIRM TRANSPORTATION SERVICE AGREEMENT RATE

SCHEDULE FT

Between

TRANSCOLORADO GAS TRANSMISSION COMPANY LLC

(Transporter)

and

HILCORP SAN JUAN L.P.

(Shipper)

Dated: October 27, 2017

Shipper's Contract Demand: (See ¶19) Effective Dates:
(See ¶19)

<u>Primary Receipt Point(s) (1)</u>		<u>Maximum Daily Receipt Quantity</u> <u>(MDRQ) (Dth per Day) (2)</u>
48300 CONOCOPH/TRANSCOL NATURAL ARCH		250,000

<u>Primary Delivery Point(s) (1)</u>		<u>Maximum Daily Delivery Quantity</u> <u>(MDDQ) (Dth per Day) (3)</u>
42235 REX/TRANSCOL LOVE RANCH RIO BLANCO		250,000

Notes:

- (1) Information regarding receipt and delivery point(s), including legal descriptions, measuring parties, and interconnecting parties, shall be posted on TransColorado's Interactive Website. TransColorado shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by TransColorado.
- (2) Each receipt point quantity may be increased by an amount equal to TransColorado'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 Agreement.
- (3) The sum of the delivery quantities at all delivery point(s) shall be equal to Shipper's Contract Demand.

Agreement No. 213621-FTSTCG

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
Between

TRANSCOLORADO GAS TRANSMISSION COMPANY LLC
(Transporter)
and

HILCORP SAN JUAN L.P.
(Shipper)

Dated: October 27, 2017

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate (4)	Usage Rate (4)	Authorized Overrun	Fuel	Surcharges
See Exhibit A	See Exhibit A	(See ¶ 9)	(1a)	(1)	(1)	(2)	(3)

Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)	Effective Dates	Reservation Rate (4)	Usage Rate (4)	Fuel	Surcharges
48300 CONOCOPH/ TRANSCOL NATURAL ARCH 36100 DEQ/TRANSCOL GREASEWOOD RIO BLANCO 36103 RED CEDA/ TRANSCOL COYOTE GULCH 36105 EPNG/TRANSCOL BLANCO SAN JUAN 36106 TRNSWEST/ TRANSCOL BLANCO SAN JUAN 42051 RMNG/TRANSCOL ROAN CLIFFS 42235 REX/TRANSCOL LOVE RANCH RIO BLANCO 43886 WRH/TRANSCOL RYAN GULCH RIO BLANCO	42235 REX/TRANSCOL LOVE RANCH RIO BLANCO 36100 DEQ/TRANSCOL GREASEWOOD RIO BLANCO 36105 EPNG/TRANSCOL BLANCO SAN JUAN 36106 TRNSWEST/ TRANSCOL BLANCO SAN JUAN 39798 PSCC/TRANSCOL WHITEWATER 40379 SO TRLS /TRANSCOL HARE CANYON 43886 WRH/TRANSCOL RYAN GULCH RIO BLANCO 46794 NMGASCO/ TRANSCOL WILMOUTH SAN JUAN 48300 CONOCOPH/ TRANSCOL NATURAL ARCH	(See ¶ 9)	(1a)	(1)	(2)	(3)

ALL	ALL	(See ¶ 9)	(1)	(1)	(2)	(3)
-----	-----	-----------	-----	-----	-----	-----

Notes:

- (1) Unless otherwise agreed by the parties in writing, the rates for service shall be TransColorado's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provide in Section 23 of the General Terms and Conditions of TransColorado's Tariff, the parties agree to the following negotiated rate(s) \$2.813540 which shall be payable regardless of quantities transported.
- (2) Fuel Reimbursement shall be assessed pursuant to Rate Schedule FT of TransColorado's Tariff, as they may be changed from time to time, unless otherwise agreed between the parties.

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 in the Tariff, 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 24 of the General Terms and Conditions of the Tariff.

(4) Quantities scheduled by Transporter from/to primary and/or alternate, and/or segmented point(s) on any acquired capacity held by TransColorado shall be subject to the Acquired Capacity charges as described on TransColorado's Interactive Website and/or pursuant to Section 27 of the General Terms and Conditions of TransColorado's Tariff.

Contract No. 552108

**TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE UNDER
RATE SCHEDULE FT**

~~In consideration of the representations, covenants and conditions contained below, TRANSCOLORADO GAS TRANSMISSION COMPANY ("TransColorado") and CONOCOPHILLIPS COMPANY ("Shipper") agree, as of April 2, 2007, that TransColorado will provide transportation service for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement. This Agreement includes all the terms and conditions of TransColorado's FERC Gas Tariff, Volume No. 1, and the terms, conditions and signatures of Shipper's electronic agreement with TransColorado.~~

~~1. SHIPPER'S NAME AND ADDRESS:
CONOCOPHILLIPS COMPANY
WILL HUSSEY
600 N DAIRY ASHFORD ST
HOUSTON, TX 77079~~

~~2. SHIPPER'S STATUS:
☐ Local Distribution Company
☐ Intrastate Pipeline Company
☐ Interstate Pipeline Company
☒ Other~~

~~3. TRANSPORTATION ON BEHALF OF:
☐ LDC
☐ Intrastate Pipeline Company
☐ Interstate Pipeline Company
☒ Shipper~~

~~4. RATE SCHEDULE FT CONTRACT DEMAND: 250000 Dth/day~~

~~5. PRIMARY RECEIPT POINTS:~~

<u>Location</u>	<u>PIN</u>	<u>Dth/d</u>
1/1/2008 — 12/31/2017		

~~1. CONOCO/TRANSCOL BLANCO RECEIPT SAN 42687 250000~~

~~6. PRIMARY DELIVERY POINTS:~~

Location	PIN	Dth/d
1/1/2008 — 12/31/2017		
1. REX/TRANSCOL LOVE RANCH RIO BLANCO	42235	250000

~~7. RATES:~~~~Reservation Charge:~~

~~☒ The maximum reservation rate on TransColorado's Statement of Rates unless otherwise agreed to in writing between TransColorado and Shipper.~~

~~See additional terms.~~

~~Usage Charge:~~

~~☒ The rate on TransColorado's Statement of Rates unless otherwise agreed to in writing between TransColorado and Shipper.~~

~~See additional terms.~~

~~Fuel Reimbursement Charge:~~

~~☒ (Subject to adjustment pursuant to Section 12.9 of the General Terms and Conditions)~~

~~8. ADDITIONAL FACILITIES CHARGES:~~

~~☒ None~~

~~Lump sum payment of~~

~~Monthly fee of~~

~~See additional terms~~

~~9. DELIVERY PRESSURE: Receipt Pressures into TransColorado at the Transwestern Blanco, El Paso Blanco and Conoco Blanco will be no less than 800 psig.~~

~~10. TERM OF SERVICE: January 1, 2008 to December 31, 2017.~~

~~11. NOTICE OF TERMINATION:~~

~~(Per Tariff) month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~12. NOTICE OF ROLLOVER PROVISION:~~

~~180 day(s) in advance of (i) the end of the primary term or the extended term or (ii) any termination date after the primary term has ended.~~

~~13. NOTICES TO TRANSCOLORADO UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

~~TransColorado Gas Transmission Company~~

~~370 Van Gordon Street~~

~~P.O. Box 281304~~

~~Lakewood, CO 80228-8304~~

~~Phone: 303-763-3473~~

~~Facsimile: 303-763-3102~~

~~14. ADDITIONAL TERMS: NA~~~~APPROVAL:~~

~~TRANSCOLORADO GAS TRANSMISSION COMPANY~~ — ~~CONOCOPHILLIPS COMPANY~~

"Transporter"

"Shipper"

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Contract No. 552108

~~April 9, 2007~~

~~Mr. Will Hussey
ConocoPhillips Company
600 North Dairy Ashford, 1st Floor Cherokee
Houston, TX 77079~~

~~Re: Negotiated Rate Letter Agreement for TCGT FT Contract No. 552108~~

~~Dear Mr. Hussey:~~

~~Pursuant to the terms outlined in the Precedent Agreement between TransColorado Gas Transmission Company ("TCGT") and ConocoPhillips Company ("Shipper") dated February 27, 2006 (the "Precedent Agreement"), this letter agreement memorializes the negotiated rate associated with firm transportation service on the Blanco-Meeker Project. The in-service date for the Blanco-Meeker Project facilities is anticipated to be January 1, 2008. Per the Precedent Agreement, TCGT shall provide firm transportation service at the following negotiated rates:~~

~~Service Type: Firm Transportation~~

~~Contract Number: 552108~~

~~Primary Receipt Point(s): TCGT/CONOCO-BLANCO (PIN 42687)~~

~~Secondary Receipt Point(s)~~

~~For Which the Discounted~~

~~Rate Will Apply: All secondary receipt points within the primary path as such path is defined as of the date of this letter agreement.~~

~~Primary Delivery Point(s): REX/TRANSCOL LOVE RANCH RIO-BLANCO
(PIN 42235)~~

~~Secondary Delivery Point(s)~~

~~For Which the Negotiated~~

~~Rate Will Apply: All secondary delivery points within the primary path as such path is defined as of the date of this letter agreement; provided however that the flow of gas is consistent with the primary path (i.e. south to north flow).~~

~~Maximum Daily Quantity: 250,000 Dth/d~~

~~Negotiated Rate Term: The term of the Firm Transportation Service Agreement #552108 (the "FTSA"), which shall commence on the on the later of: i) the in-service date of the Blanco-Meeker Project or ii) January 1, 2008, and shall continue for a period of ten (10) years.~~

~~Negotiated Reservation~~

~~Rate: \$2.81354 per Dth per month~~

~~Commodity Rate: Tariff Commodity Rate~~

~~ACA and Other~~

~~Surcharges: _____ Tariff Surcharges~~

~~Fuel, Lost & Unaccounted~~

~~For ("FL&U"): _____ Tariff FL&U~~

~~Rollover/Right of First~~

~~Refusal: _____ Shipper shall hold annual evergreen renewal rights, for one year term extensions of the FTSA at the same rate and quantity, or portion of such quantity, as in effect at the end of the primary term or subsequent evergreen extended term, exercisable upon a minimum of six months written notice.~~

~~_____ Shipper also holds a one time contractual right of first refusal ("ROFR"), effective at the end of the primary term of the FTSA, to be applicable to any portion of the quantity (but not necessarily at the same rate), exercisable in accordance with the notice provisions included in the TCGT tariff.~~

~~Limitations: _____ The reservation rate quoted above is exclusive of commodity charges, any applicable surcharges, including but not limited to ACA, and is also quoted exclusive of FL&U.~~

~~To the extent permitted by law, the negotiated transportation rates quoted above are only for the specific points (and the associated paths) mentioned above, and the use of any other Secondary Receipt or Secondary Delivery Points (and the associated paths) other than those specified above, by either Shipper, or by a Replacement Shipper utilizing capacity released by Shipper, shall result in Shipper incurring the maximum tariff charges for the volumes delivered or received, to or from the points not specified above unless otherwise agreed to in writing. Contract Authorized Overrun Volumes do not receive a negotiated rate and will be charged the maximum allowable rate according to TCGT's tariff. Any modification to the terms of this agreement nullifies the above offered negotiated rate unless otherwise agreed to in writing by all parties to this agreement.~~

~~This letter agreement is not assignable without the prior written consent of TCGT; such consent shall not be unreasonably withheld. Nothing herein limits Shipper's rights to temporarily or permanently release any or all of its firm capacity pursuant to the provisions of the TCGT tariff.~~

~~This letter agreement is subject to any applicable laws and regulations and approvals thereunder.~~

~~If these terms are acceptable to you, please sign two (2) originals of the base FT agreement and two (2) originals of this Letter Agreement and **return these originals within five (5)**~~

~~**business days.** Upon complete execution by TCGT, we will return one original of each fully executed document to you for your files.~~

~~Thank you for your business. Should you have any questions, please feel free to call me at (303) 914-4517. We look forward to working with you in the future.~~

~~Sincerely,~~

~~Randy Holstlaw
Vice President, Commercial Operations
Kinder Morgan West Region Gas Pipelines~~

~~Accepted this 4 day of May 2007~~ ~~Accepted this 23rd day of April 2007~~

~~By: _____~~ ~~By: _____~~

~~Printed Name: _____~~ ~~Printed Name: _____~~

~~Title: _____~~ ~~Title: _____~~

~~**TransColorado Gas Transmission
Company**~~

~~**ConocoPhillips Company**~~

~~AMENDMENT 1~~
~~TO~~
~~TRANSPORTATION SERVICE AGREEMENT~~
~~AND~~
~~NEGOTIATED RATE AGREEMENT~~

~~TransColorado Gas Transmission Company ("TransColorado") and ConocoPhillips Company ("Shipper") hereby agree, as of this 17th day of December, 2007, to amend that certain Transportation Service Agreement No. 552108 between TransColorado and Shipper dated April 2, 2007 ("Service Agreement"), and that certain Negotiated Rate Agreement between TransColorado and Shipper dated April 9, 2007 ("Rate Agreement"), as follows:~~

~~1. The Service Agreement is amended by deleting the Primary Receipt Point of 42687 CONOCO/TRANSCOL BLANCO in Section 5, and replacing it with TCGT/EL PASO BLANCO (PIN 36105).~~

~~2. The Rate Agreement is amended by:~~

~~(a) Deleting the Primary Receipt Point of 42687 CONOCO/TRANSCOL BLANCO, and replacing it with TCGT/EL PASO BLANCO (PIN 36105); and~~

~~(b) Deleting in its entirety all of the text under the heading "Secondary Receipt Point(s) At Which the Negotiated Rate Will Apply", and replacing it with the following:~~

~~All secondary receipt points within the primary path of the FTSA as such path is defined as of the date of this Agreement, as well as TRANSWESTERN BLANCO (PIN 36106).~~

~~This Amendment shall be effective as of January 1, 2008.~~

~~Except as amended hereby, the Service Agreement and the Rate Agreement shall each remain in full force and effect as written.~~

~~**TransColorado Gas Transmission Company**~~ ~~**ConocoPhillips Company**~~

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____



~~AMENDMENT—2~~
~~TO~~
~~TRANSPORTATION SERVICE AGREEMENT~~
~~AND~~
~~NEGOTIATED RATE AGREEMENT~~

~~TransColorado Gas Transmission Company LLC ("TransColorado") and ConocoPhillips Company ("Shipper") hereby agree, as of this 14th day of February 2017, to amend Transportation Service Agreement No. 552108 between TransColorado and Shipper dated April 2, 2007 ("Service Agreement"), and Negotiated Rate Agreement between TransColorado and Shipper dated April 9, 2007 ("Rate Agreement"), and Amendment—1 between TransColorado and Shipper dated December 17, 2007 ("Amendment 1") as follows:~~

~~1.——The Service Agreement is amended by deleting the Primary Receipt Point of TCGT/EL PASO-BLANCO (PIN 36105) identified in Amendment 1 as a replacement for the point previously listed in Section 5 of the Service Agreement, and replacing it with CONOCOPH/TRANSCOL Natural ARCH RECEIPT (PIN 48300):~~

~~2.——The Rate Agreement is amended by:~~

~~(a) Deleting the Primary Receipt Point of TCGT/EL PASO-BLANCO (PIN 36105) identified in Amendment 1 as a replacement for the point previously listed in the Rate Agreement, and replacing it with CONOCOPH/TRANSCOL Natural ARCH RECEIPT (PIN 48300); and~~

~~(b) Adding the text underlined below to the text identified in Amendment 1 as the applicable language under the heading "Secondary Receipt Point(s) For Which the Discounted Rate Will Apply":~~

~~All secondary receipt points within the primary path of the FTSA as such path is defined as of the date of this Agreement, as well as TRANSWESTERN-BLANCO (PIN 36106) and TCGT/EL PASO-BLANCO (PIN 36105):~~

~~(c) Adding the text underlined below to the text identified in Amendment 1 as the applicable language under the heading "Secondary Delivery Point(s) For Which the Negotiated Rate Will Apply":~~

~~All secondary delivery points within the primary path as such path is defined as of the date of this letter agreement; provided however that the flow of gas is consistent with the primary path (i.e. south to north flow). CONOCOPH/TRANSCOL Natural ARCH RECEIPT (PIN 48300) shall also be considered a secondary delivery point.~~

~~This Amendment shall be effective as of March 1, 2017.~~

~~Except as amended hereby, the Service Agreement, the Rate Agreement and Amendment 1 shall each remain in full force and effect as written.~~

~~TransColorado Gas Transmission~~ ~~Company LLC~~ ~~ConocoPhillips Company~~

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Statement of Negotiated Rates

STATEMENT OF NEGOTIATED RATES							
(Rates per Dth/d)							
Shipper	Contract No. (Rate Schedule)	Term of Contract	Dth/d	Reservation Charges	Usage Charges	Primary Receipt Points	Primary Delivery Points
EnCana Marketing (USA), Inc	552458 (FT)	11-1-07 Through 7-31-14	100,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
ConocoPhillips Company	551663 (FT)	1-1-08 Through 12-31-17	11,000	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
Hilcorp San Juan L.P., ConocoPhillips Company	213621-FTSTCG552108 (FT)	11-1-1708 Through 12-31-17	250,000	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
Enterprise Gas Processing LLC	556287 (FT)	12-1-10 Through 11-30-20	60,000	<u>3/</u>	<u>3/</u>	<u>3/</u>	<u>3/</u>
CCI Paradox Upstream LLC	558299 (FT)	4-1-13 Through 3-31-15	9,000 4-1-13 to 3-31-14 8,000 4-1-14 to 3-31-15	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>

-
- 1/ This information is set out in the executed service agreement currently on file with the FERC. The service agreement deviates from the form of service agreement found in this Tariff.
- 2/ This information is set out in the executed service agreement currently on file with the FERC.
- 3/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2011 at Docket No. RP11-1950.
- 4/ This information is set out in the negotiated rate agreement filed with the Commission on April 23, 2013 at Docket No. RP13-_____.