



November 23, 2020

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming Agreements Filing;
Wyoming Interstate Company, L.L.C.;
Docket No. RP21-

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 for inclusion in WIC's FERC Gas Tariff, Third Revised Volume No. 2 ("Tariff").

Proposed with an effective date of January 1, 2021, these tariff records update WIC's Tariff to include five new Rate Schedule FT transportation service agreements ("TSAs") recently executed with: Citadel Energy Marketing LLC ("Citadel"), Mico, Inc. ("Mico"), Spotlight Energy, LLC ("Spotlight"), Tenaska Marketing Ventures ("Tenaska"), and Williams Energy Resources LLC ("Williams") (collectively referred to as the "WIC TSAs"). The WIC TSAs are submitted for the Commission's review and acceptance and will be included in WIC's Tariff as non-conforming agreements.

Background

On February 28, 2020, WIC conducted an open season for firm transportation capacity of 75,600 Dekatherms per day from Bowie to Topaz ("February Open Season").¹ This capacity became available due to the expiration of a firm TSA that utilized WIC capacity and off-system capacity on Dominion Energy Overthrust Pipeline, LLC's ("Overthrust") system. Following the close of the open season, WIC awarded all of the offered capacity to five shippers: Citadel, Mico, Spotlight, Tenaska, and Williams. Three of the shippers executed TSAs subject to the maximum tariff rates, while the other two shippers executed TSAs subject to negotiated reservation rates. All five TSAs

¹ Bowie is an interconnect point between Colorado Interstate Gas Company, L.L.C. and WIC. Topaz is an interconnect point between Overthrust and Ruby Pipeline, L.L.C.

become effective on January 1, 2021. Each of the WIC TSAs includes a non-conforming provision that deviates from the Form of Service Agreement applicable to Rate Schedule FT (“Pro Forma”) as reflected in WIC’s Tariff. Consequently, the WIC TSAs are submitted for the Commission’s review and acceptance, pursuant to Section 154.112(b) of the Commission’s regulations and the Commission’s policy statement regarding negotiated rates.²

Description of Agreements

As described below, the non-conforming provision in each WIC TSA clarifies the application of the third party charges associated with transportation under the agreements.

Third Party Charges

Among other things, Section 4.5 of the General Terms and Conditions (“GT&C”) of the Tariff permits WIC to acquire off-system capacity from a third party (e.g., from another interstate pipeline) to provide transportation service for the benefit of a shipper. The provision also notes that the shipper may be required to pay WIC, in addition to any applicable rates and charges assessed pursuant to the Tariff, the rates and charges WIC is obligated to pay such third party for the off-system capacity. Finally, Note 4 of Exhibit B of the Pro Forma states the applicability of third party charges when quantities are scheduled by WIC from/to primary, secondary and/or segmented points on any off-system capacity.

In addition to the language in the GT&C and the Pro Forma specifying the payment of third party charges, Spotlight, Tenaska and Williams agreed to include additional clarifying language describing the underlying Overthrust rate that provides the basis for the third party charges.³ The two other shippers, Citadel and Mico, agreed to negotiated rates that incorporate the amount for Overthrust’s maximum reservation rate. Consequently, WIC and those two shippers agreed to include clarifying language in the negotiated rate provision in the TSAs to state that, notwithstanding note 4 of Exhibit B of the Pro Forma, the third party charge for reservation charges related to the contract’s Primary Points associated with the off-system capacity on Overthrust would not be assessed to those shippers pursuant to Section 4.5 of the GT&C. While the inclusion of this language regarding third party charges in the WIC TSAs is non-conforming, the purpose of the language is to provide further clarity of the applicable rates and charges that will be assessed. As such, the language does not provide the

² 18 C.F.R. § 154.112(b) (2020). See also *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,076 (1996); *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134 (2003) (“Policy Statement”).

³ Spotlight, Tenaska and Williams agreed to Overthrust’s maximum tariff rates. Note 4 on Exhibit B of the respective TSAs incorporates the additional clarifying language.

shippers any undue preference or disadvantage any other shipper. Accordingly, WIC requests the Commission accept the subject provisions as permissible.

Negotiated Rates

Section 4.15 of the General Terms and Conditions allows WIC and a shipper to agree to a service rate that varies from the minimum-to-maximum range provided on the Tariff's Statement of Rates. Pursuant to that provision, the parties have agreed to negotiated rates for the Citadel and Mico TSAs submitted herein. As shown on Exhibit B of those two TSAs, the capacity is subject to a negotiated monthly reservation rate of \$4.0315 per dth, which is not subject to any maximum or minimum rate and was derived by summing the currently applicable maximum reservation rates for WIC (\$2.4115 per dth per month) and Overthrust (\$1.6200 per dth per month).

Tariff Provisions

WIC is submitting the following tariff records pursuant to Section 154.112(b) (2020) and Subpart C of the Commission's regulations.⁴

The Table of Contents found in Part I, Section 1 and the index for Part VII: Non-Conforming are modified to include Agreements 217271-FTWIC, 217272-FTWIC, 217273-FTWIC, 217274-FTWIC, and 217275-FTWIC on the applicable list. Additionally, the list of non-conforming agreements has been further delineated into those that are subject to negotiated rates and those that are not. Finally, a reference to an agreement with WPX Energy Marketing, LLC has been removed from the list due to its expiration.

Part VII, Sections 2.0 – 2.2, 8.0 – 8.2, 11.0 – 11.2, 14.0 – 14.2, and 16.0 – 16.2 are updated to reflect the aforementioned WIC TSAs. Additionally, WIC has included a marked version of the executed TSAs⁵ in accordance with the Commission's regulations to indicate changes from the Pro Forma found in WIC's Tariff.

⁴ See 18 C.F.R. §§ 154.201 - 154.210 (2020) (Subpart C).

⁵ See Appendix B.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁶ 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 version of the WIC TSAs;
- d) Appendix C, copies of the executed WIC TSAs; 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 January 1, 2021, 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 into effect at the end of a minimal suspension period.

Correspondence and communications concerning this filing should be directed to:

Mr. Francisco Tarin
Director, Regulatory
Wyoming Interstate Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 667-7517
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 (2020)).

⁶ See 18 C.F.R. §§ 154.101 – 154.603 (2020) (Part 154).

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,

WYOMING INTERSTATE 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 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 23rd day of November 2020.

/s/

Francisco Tarin

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

WYOMING INTERSTATE COMPANY, L.L.C.
Non-Conforming Agreements Filing

Third Revised Volume No. 2

Part I: Overview

Section 1 Table of Contents Version 28.0.0

Part VII: Non-Conforming Agreements (index)

Version 18.0.0

Section 2.0	Citadel Energy Marketing LLC #217275-FTWIC	Version 5.0.0
Section 2.1	Citadel Energy Marketing #217275-FTWIC Exhibit A	Version 5.0.0
Section 2.2	Citadel Energy Marketing #217275-FTWIC Exhibit B	Version 5.0.0
Section 8.0	Mieco, Inc. #217273-FTWIC	Version 3.0.0
Section 8.1	Mieco, Inc. #217273-FTWIC Exhibit A	Version 3.0.0
Section 8.2	Mieco, Inc. #217273-FTWIC Exhibit B	Version 3.0.0
Section 11.0	Spotlight Energy, LLC #217274-FTWIC	Version 2.0.0
Section 11.1	Spotlight Energy, LLC #217274-FTWIC Exhibit A	Version 2.0.0
Section 11.2	Spotlight Energy, LLC #217274-FTWIC Exhibit B	Version 2.0.0
Section 14.0	Tenaska Marketing Ventures #217271-FTWIC	Version 2.0.0
Section 14.1	Tenaska Marketing #217271-FTWIC Exhibit A	Version 2.0.0
Section 14.2	Tenaska Marketing #217271-FTWIC Exhibit B	Version 2.0.0
Section 16.0	Williams Energy Resources LLC #217272-FTWIC	Version 0.0.0
Section 16.1	Williams Energy #217272-FTWIC Exhibit A	Version 0.0.0
Section 16.2	Williams Energy #217272-FTWIC Exhibit B	Version 0.0.0

Appendix B

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: April 8, 2020

**Transportation Service Agreement
Rate Schedule FT**

DATED: April 8, 2020

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: CITADEL ENERGY MARKETING 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
9. **Maximum Delivery Quantity ("MDQ"):**

MDQ (Dth/Day)	Effective
25,000	January 1, 2021 - March 31, 2023

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
Ending: March 31, 2023

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

To Shipper:

Invoices:

CITADEL ENERGY MARKETING LLC
131 SOUTH DEARBORN STREET
CHICAGO, IL 60603
Attn: Cindi Doeschot

All Notices:

CITADEL ENERGY MARKETING LLC
131 SOUTH DEARBORN STREET
CHICAGO, IL 60603
Attn: Cindi Doeschot

To Transporter:

See "Points of Contact" in this 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.

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.

WILL W BROWN

VP-BUSINESS MGMT

Accepted and agreed to this

2 _____ day of June _____, 2020.

Shipper:

CITADEL ENERGY MARKETING LLC

Brittany Duhamel

Accepted and agreed to this

2 _____ day of June _____, 2020.

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

DATED: 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	25,000	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	25,000	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
CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: April 8, 2020

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (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)	(1a)	(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.
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s): \$2.4115 per Dth per month plus \$1.62000 per Dth per month (or a total of \$4.0315 per Dth per month) not subject to any maximum or minimum rates and which shall be payable regardless of quantities transported. Further, notwithstanding footnote 4 below, a Third Party Charge for reservation charges related to the Primary Points associated with the off-system capacity held on Dominion Energy Overthrust Pipeline LLC will not be charged to Shipper pursuant to Section 4.5 of the General Terms and Conditions of the Tariff. For purposes of clarity only, all other Third Party Charges shall be assessed in accordance with footnote 4 below and Section 4.5 of the General Terms & Conditions of the Tariff.
- (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.

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

MIECO, INC.
(Shipper)

DATED: April 8, 2020

**Transportation Service Agreement
Rate Schedule FT**

DATED: April 8, 2020

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: MIECO, INC.**
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
9. **Maximum Delivery Quantity ("MDQ"):**

MDQ (Dth/Day)	Effective
2,800	January 1, 2021 - March 31, 2022

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
Ending: March 31, 2022

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

To Shipper:

Invoices:

MIECO, INC.
301 E OCEAN BLVD
STE 1100
LONG BEACH, CA 90802
Attn: Accounts Payable

All Notices:

MIECO, INC.
301 E OCEAN BLVD
STE 1100
LONG BEACH, CA 90802
Attn: Contract Administration

To Transporter:

See "Points of Contact" in this 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.

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.

TIMOTHY C DORPINGHAUS

DIRECTOR-COMMERCIAL

Accepted and agreed to this

28 _____ day of _____, May, 2020.

Shipper:

MIECO, INC.

PAM HAWKINS

MANAGER

Accepted and agreed to this

19 _____ day of _____, May, 2020.

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

DATED: 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	2,800	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	2,800	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
MIECO, INC.
(Shipper)

DATED: April 8, 2020

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)(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)	(1a)	(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.
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s): \$2.4115 per Dth per month plus \$1.62000 per Dth per month (or a total of \$4.0315 per Dth per month) not subject to any maximum or minimum rates and which shall be payable regardless of quantities transported. Further, notwithstanding footnote 4 below, a Third Party Charge for reservation charges related to the Primary Points associated with the off-system capacity held on Dominion Energy Overthrust Pipeline LLC will not be charged to Shipper pursuant to Section 4.5 of the General Terms and Conditions of the Tariff. For purposes of clarity only, all other Third Party Charges shall be assessed in accordance with footnote 4 below and Section 4.5 of the General Terms & Conditions of the Tariff.
- (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.

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

SPOTLIGHT ENERGY, LLC
(Shipper)

DATED: April 8, 2020

**Transportation Service Agreement
Rate Schedule FT**

DATED: April 8, 2020

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	January 1, 2021 - March 31, 2024

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
Ending: March 31, 2024

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.

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.

WILL W BROWN

VP-BUSINESS MGMT

Accepted and agreed to this

4 _____ day of June _____, 2020.

Shipper:

SPOTLIGHT ENERGY, LLC

William Deloach

Scheduler

Accepted and agreed to this

4 _____ day of June _____, 2020.

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

DATED: 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.
- (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: 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>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.

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

TENASKA MARKETING VENTURES
(Shipper)

DATED: April 8, 2020

**Transportation Service Agreement
Rate Schedule FT**

DATED: April 8, 2020

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

1. **Transporter:** WYOMING INTERSTATE COMPANY, L.L.C.
2. **Shipper:** TENASKA MARKETING VENTURES
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
2,800	January 1, 2021 - March 31, 2022

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
Ending: March 31, 2022

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

To Shipper:

Invoices:

TENASKA MARKETING VENTURES
14302 FNB PARKWAY
OMAHA, NE 68154
Attn: Accounts Payable

All Notices:

TENASKA MARKETING VENTURES
14302 FNB PARKWAY
OMAHA, NE 68154
Attn: Contract Administration

To Transporter:

See "Points of Contact" in this 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.

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.

TIMOTHY C DORPINGHAUS

DIRECTOR-COMMERCIAL

Accepted and agreed to this

28 _____ day of _____ May _____, 2020.

Shipper:

TENASKA MARKETING VENTURES

Jake Sievers

Accepted and agreed to this

19 _____ day of _____ May _____, 2020.

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
TENASKA MARKETING VENTURES
(Shipper)

DATED: 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 (BOW) BOWIE WELD	2,800	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	2,800	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
TENASKA MARKETING VENTURES
(Shipper)

DATED: April 8, 2020

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (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>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.

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

WILLIAMS ENERGY RESOURCES LLC
(Shipper)

DATED: April 8, 2020

**Transportation Service Agreement
Rate Schedule FT**

DATED: April 8, 2020

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

1. **Transporter:** WYOMING INTERSTATE COMPANY, L.L.C.
2. **Shipper:** WILLIAMS ENERGY RESOURCES 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
25,000	January 1, 2021 - March 31, 2026

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
Ending: March 31, 2026

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

To Shipper:

Invoices:

WILLIAMS ENERGY RESOURCES LLC
ONE WILLIAMS CENTER
TULSA, OK 74172
Attn: Accounts Payable

All Notices:

WILLIAMS ENERGY RESOURCES LLC
ONE WILLIAMS CENTER
TULSA, OK 74172
Attn: Contract Administration

To Transporter:

See "Points of Contact" in this 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.

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.

WILL W BROWN

VP-BUSINESS MGMT

Accepted and agreed to this

10 _____ day of June _____, 2020.

Shipper:

WILLIAMS ENERGY RESOURCES LLC

John Carmody

Manager

Accepted and agreed to this

10 _____ day of June _____, 2020.

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

DATED: 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	25,000	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	25,000	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
WILLIAMS ENERGY RESOURCES LLC
(Shipper)

DATED: 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>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.

Appendix C

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: April 8, 2020

Transportation Service Agreement
Rate Schedule FT

DATED: April 8, 2020

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: CITADEL ENERGY MARKETING 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 X No _____
9. **Maximum Delivery Quantity ("MDQ"):**

MDQ (Dth/Day)	Effective
25,000	January 1, 2021 - March 31, 2023

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
Ending: March 31, 2023

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

To Shipper:

Invoices:
CITADEL ENERGY MARKETING LLC
131 SOUTH DEARBORN STREET
CHICAGO, IL 60603
Attn: Cindi Doeschot

All Notices:
CITADEL ENERGY MARKETING LLC
131 SOUTH DEARBORN STREET
CHICAGO, IL 60603
Attn: Cindi Doeschot

To Transporter:

See "Points of Contact" in this 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.

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.

WILL W BROWN

VP-BUSINESS MGMT

Accepted and agreed to this

2 June
_____ day of _____, 2020.

Shipper:

CITADEL ENERGY MARKETING LLC

Brittany Duhamel

Accepted and agreed to this

2 June
_____ day of _____, 2020.

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

DATED: 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	25,000	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	25,000	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
CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: April 8, 2020

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (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)	(1a)	(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.
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s): \$2.4115 per Dth per month plus \$1.62000 per Dth per month (or a total of \$4.0315 per Dth per month) not subject to any maximum or minimum rates and which shall be payable regardless of quantities transported. Further, notwithstanding footnote 4 below, a Third Party Charge for reservation charges related to the Primary Points associated with the off-system capacity held on Dominion Energy Overthrust Pipeline LLC will not be charged to Shipper pursuant to Section 4.5 of the General Terms and Conditions of the Tariff. For purposes of clarity only, all other Third Party Charges shall be assessed in accordance with footnote 4 below and Section 4.5 of the General Terms & Conditions of the Tariff.
- (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.

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

MIECO, INC.

(Shipper)

DATED: April 8, 2020

Transportation Service Agreement
Rate Schedule FT

DATED: April 8, 2020

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: MIECO, INC.**
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 X No
9. **Maximum Delivery Quantity ("MDQ"):**

MDQ (Dth/Day)	Effective
2,800	January 1, 2021 - March 31, 2022

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
Ending: March 31, 2022

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

To Shipper:

Invoices:
MIECO, INC.
301 E OCEAN BLVD
STE 1100
LONG BEACH, CA 90802
Attn: Accounts Payable

All Notices:
MIECO, INC.
301 E OCEAN BLVD
STE 1100
LONG BEACH, CA 90802
Attn: Contract Administration

To Transporter:

See "Points of Contact" in this 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.

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.

TIMOTHY C DORPINGHAUS

DIRECTOR-COMMERCIAL

Accepted and agreed to this

28 _____ May _____ day of _____, 2020.

Shipper:

MIECO, INC.

PAM HAWKINS

MANAGER

Accepted and agreed to this

19 _____ May _____ day of _____, 2020.

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

DATED: 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	2,800	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	2,800	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
MIECO, INC.
(Shipper)

DATED: April 8, 2020

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)(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)	(1a)	(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.
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s): \$2.4115 per Dth per month plus \$1.62000 per Dth per month (or a total of \$4.0315 per Dth per month) not subject to any maximum or minimum rates and which shall be payable regardless of quantities transported. Further, notwithstanding footnote 4 below, a Third Party Charge for reservation charges related to the Primary Points associated with the off-system capacity held on Dominion Energy Overthrust Pipeline LLC will not be charged to Shipper pursuant to Section 4.5 of the General Terms and Conditions of the Tariff. For purposes of clarity only, all other Third Party Charges shall be assessed in accordance with footnote 4 below and Section 4.5 of the General Terms & Conditions of the Tariff.
- (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.

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

SPOTLIGHT ENERGY, LLC
(Shipper)

DATED: April 8, 2020

Transportation Service Agreement
Rate Schedule FT

DATED: April 8, 2020

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	January 1, 2021 - March 31, 2024

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
Ending: March 31, 2024

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.

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.

WILL W BROWN

VP-BUSINESS MGMT

Accepted and agreed to this

4 _____ June
_____ day of _____, 2020.

Shipper:

SPOTLIGHT ENERGY, LLC

William Deloach

Scheduler

Accepted and agreed to this

4 _____ June
_____ day of _____, 2020.

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

DATED: 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.
- (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: 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>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.

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

TENASKA MARKETING VENTURES
(Shipper)

DATED: April 8, 2020

Transportation Service Agreement
Rate Schedule FT

DATED: April 8, 2020

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: TENASKA MARKETING VENTURES**
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
2,800	January 1, 2021 - March 31, 2022

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
Ending: March 31, 2022

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

To Shipper:

Invoices:
TENASKA MARKETING VENTURES
14302 FNB PARKWAY
OMAHA, NE 68154
Attn: Accounts Payable

All Notices:
TENASKA MARKETING VENTURES
14302 FNB PARKWAY
OMAHA, NE 68154
Attn: Contract Administration

To Transporter:

See "Points of Contact" in this 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.

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.

TIMOTHY C DORPINGHAUS

DIRECTOR-COMMERCIAL

Accepted and agreed to this
28 May
_____ day of _____, 2020.

Shipper:

TENASKA MARKETING VENTURES

Jake Sievers

Accepted and agreed to this
19 May
_____ day of _____, 2020.

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
TENASKA MARKETING VENTURES
(Shipper)

DATED: 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 (BOW) BOWIE WELD	2,800	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	2,800	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
TENASKA MARKETING VENTURES
(Shipper)

DATED: April 8, 2020

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (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>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.

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

WILLIAMS ENERGY RESOURCES LLC
(Shipper)

DATED: April 8, 2020

Transportation Service Agreement
Rate Schedule FT

DATED: April 8, 2020

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

1. **Transporter:** WYOMING INTERSTATE COMPANY, L.L.C.
2. **Shipper:** WILLIAMS ENERGY RESOURCES 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
25,000	January 1, 2021 - March 31, 2026

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
Ending: March 31, 2026

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

To Shipper:

Invoices:
WILLIAMS ENERGY RESOURCES LLC
ONE WILLIAMS CENTER
TULSA, OK 74172
Attn: Accounts Payable

All Notices:
WILLIAMS ENERGY RESOURCES LLC
ONE WILLIAMS CENTER
TULSA, OK 74172
Attn: Contract Administration

To Transporter:

See "Points of Contact" in this 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.

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.

WILL W BROWN

VP-BUSINESS MGMT

Accepted and agreed to this

10 June
_____ day of _____, 2020.

Shipper:

WILLIAMS ENERGY RESOURCES LLC

John Carmody

Manager

Accepted and agreed to this

10 June
_____ day of _____, 2020.

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

DATED: 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	25,000	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	25,000	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
WILLIAMS ENERGY RESOURCES LLC
(Shipper)

DATED: 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>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.

Clean Tariff Sections

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Section 16 Williams Energy Resources LLC (#217272-FTWIC)

List of Non-Conforming Agreements:

Anadarko Energy Services Company (#41153)
Chesapeake Energy Marketing, LLC Letter Agreement dated December 17, 2014 for Agreement #41266000A
Colorado Interstate Gas Company, LLC (#41205)
DCP Midstream Marketing LLC (#41220000A)
Pioneer Natural Resources USA, Inc. (#41204)
Spotlight Energy, LLC (#217274-FTWIC)
Tenaska Marketing Ventures (#217271-FTWIC)
Williams Energy Resources LLC (#217272-FTWIC)

List of Non-Conforming Negotiated Rate Agreements:

Anadarko Energy Services Company (#41147)
Anadarko Energy Services Company (#41199)
Black Hills Service Company, LLC (#215933-FTMWIC)
Black Hills Service Company, LLC (#213585-FDBSWIC)
Chesapeake Energy Marketing, LLC (#41266000-FTMWIC)
Citadel NGPE LLC (#212192-FTPWIC)
Citadel Energy Marketing LLC (#217275-FTWIC)
EnerVest Energy Institutional Fund XIII-WIB, L.P. (#41200002)
Mico, Inc. (#217273-FTWIC)

NON-CONFORMING AGREEMENTS

Section 1	Anadarko Energy Services Company #41199000
Section 2	Citadel Energy Marketing LLC #217275-FTWIC
Section 3	Colorado Interstate Gas Company, L.L.C. #41205000
Section 4	Pioneer Natural Resources USA, Inc. #41204000
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Section 7	Black Hills Service Company, LLC #215933-FTMWIC
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Section 10	Chesapeake Energy Marketing, LLC #41266000-FTMWIC
Section 11	Spotlight Energy, LLC #217274-FTWIC
Section 12	Citadel NGPE LLC #212192-FTPWIC
Section 13	EnerVest Energy Institutional Fund XIII-WIB, L.P. #41200002
Section 14	Tenaska Marketing Ventures #217271-FTWIC
Section 15	Black Hills Service Company, LLC #213585-FDBSWIC
Section 16	Williams Energy Resources LLC #217272-FTWIC

Agreement No. 217275-FTWIC

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: April 8, 2020

Transportation Service Agreement
Rate Schedule FT

DATED: April 8, 2020

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: CITADEL ENERGY MARKETING 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

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

MDQ (Dth/Day)	Effective
25,000	January 1, 2021 - March 31, 2023

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
Ending: March 31, 2023

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

To Shipper:

Invoices:

CITADEL ENERGY MARKETING LLC
131 SOUTH DEARBORN STREET
CHICAGO, IL 60603
Attn: Cindi Doeschot

All Notices:

CITADEL ENERGY MARKETING LLC
131 SOUTH DEARBORN STREET
CHICAGO, IL 60603
Attn: Cindi Doeschot

To Transporter:

See "Points of Contact" in this 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.

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.

WILL W BROWN

VP-BUSINESS MGMT

Accepted and agreed to this

2 June
_____ day of _____, 2020.

Shipper:

CITADEL ENERGY MARKETING LLC

Brittany Duhamel

Accepted and agreed to this

2 June
_____ day of _____, 2020.

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

DATED: 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	25,000	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	25,000	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

Agreement No. 217275-FTWIC

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

DATED: April 8, 2020

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (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)	(1a)	(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.
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s): \$2.4115 per Dth per month plus \$1.62000 per Dth per month (or a total of \$4.0315 per Dth per month) not subject to any maximum or minimum rates and which shall be payable regardless of quantities transported. Further, notwithstanding footnote 4 below, a Third Party Charge for reservation charges related to the Primary Points associated with the off-system capacity held on Dominion Energy Overthrust Pipeline LLC will not be charged to Shipper pursuant to Section 4.5 of the General Terms and Conditions of the Tariff. For purposes of clarity only, all other Third Party Charges shall be assessed in accordance with footnote 4 below and Section 4.5 of the General Terms & Conditions of the Tariff.
- (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.

Ex. B-1

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

MIECO, INC.
(Shipper)

DATED: April 8, 2020

Agreement No. 217273-FTWIC

Transportation Service Agreement
 Rate Schedule FT

DATED: April 8, 2020

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: MIECO, INC.**
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
9. **Maximum Delivery Quantity ("MDQ"):**

MDQ (Dth/Day)	Effective
2,800	January 1, 2021 - March 31, 2022

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
 Ending: March 31, 2022

Agreement No. 217273-FTWIC

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

To Shipper:

Invoices:

MIECO, INC.
301 E OCEAN BLVD
STE 1100
LONG BEACH, CA 90802
Attn: Accounts Payable

All Notices:

MIECO, INC.
301 E OCEAN BLVD
STE 1100
LONG BEACH, CA 90802
Attn: Contract Administration

To Transporter:

See "Points of Contact" in this 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.

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.

TIMOTHY C DORPINGHAUS

DIRECTOR-COMMERCIAL

Accepted and agreed to this

28 May
_____ day of _____, 2020.

Shipper:

MIECO, INC.

PAM HAWKINS

MANAGER

Accepted and agreed to this

19 May
_____ day of _____, 2020.

Agreement No. 217273-FTWIC

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

DATED: 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	2,800	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	2,800	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

Agreement No. 217273-FTWIC

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

DATED: April 8, 2020

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)(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)	(1a)	(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.
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s): \$2.4115 per Dth per month plus \$1.62000 per Dth per month (or a total of \$4.0315 per Dth per month) not subject to any maximum or minimum rates and which shall be payable regardless of quantities transported. Further, notwithstanding footnote 4 below, a Third Party Charge for reservation charges related to the Primary Points associated with the off-system capacity held on Dominion Energy Overthrust Pipeline LLC will not be charged to Shipper pursuant to Section 4.5 of the General Terms and Conditions of the Tariff. For purposes of clarity only, all other Third Party Charges shall be assessed in accordance with footnote 4 below and Section 4.5 of the General Terms & Conditions of the Tariff.
- (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.

Ex. B-1

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

SPOTLIGHT ENERGY, LLC
(Shipper)

DATED: April 8, 2020

Agreement No. 217274-FTWIC

Transportation Service Agreement
 Rate Schedule FT

DATED: April 8, 2020

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	January 1, 2021 - March 31, 2024

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
 Ending: March 31, 2024

Agreement No. 217274-FTWIC

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.

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.

WILL W BROWN

VP-BUSINESS MGMT

Accepted and agreed to this

4 _____ day of _____, June _____, 2020.

Shipper:

SPOTLIGHT ENERGY, LLC

William Deloach

Scheduler

Accepted and agreed to this

4 _____ day of _____, June _____, 2020.

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

DATED: 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.
- (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: 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>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.

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

TENASKA MARKETING VENTURES
(Shipper)

DATED: April 8, 2020

Transportation Service Agreement
 Rate Schedule FT

DATED: April 8, 2020

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: TENASKA MARKETING VENTURES**
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
2,800	January 1, 2021 - March 31, 2022

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
 Ending: March 31, 2022

Agreement No. 217271-FTWIC

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

To Shipper:

Invoices:

TENASKA MARKETING VENTURES
14302 FNB PARKWAY
OMAHA, NE 68154
Attn: Accounts Payable

All Notices:

TENASKA MARKETING VENTURES
14302 FNB PARKWAY
OMAHA, NE 68154
Attn: Contract Administration

To Transporter:

See "Points of Contact" in this 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.

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.

TIMOTHY C DORPINGHAUS

DIRECTOR-COMMERCIAL

Accepted and agreed to this

28

May

_____ day of _____, 2020.

Shipper:

TENASKA MARKETING VENTURES

Jake Sievers

Accepted and agreed to this

19

May

_____ day of _____, 2020.

Agreement No. 217271-FTWIC

EXHIBIT A
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE FT
 between
WYOMING INTERSTATE COMPANY, L.L.C.
 and
TENASKA MARKETING VENTURES
 (Shipper)

DATED: 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 (BOW) BOWIE WELD	2,800	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	2,800	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

Agreement No. 217271-FTWIC

EXHIBIT B
 to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
 between
WYOMING INTERSTATE COMPANY, L.L.C.
 and
TENASKA MARKETING VENTURES
 (Shipper)

DATED: April 8, 2020

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (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>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

WILLIAMS ENERGY RESOURCES LLC
(Shipper)

DATED: April 8, 2020

Transportation Service Agreement
 Rate Schedule FT

DATED: April 8, 2020

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: WILLIAMS ENERGY RESOURCES 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
25,000	January 1, 2021 - March 31, 2026

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
 Ending: March 31, 2026

Agreement No. 217272-FTWIC

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

To Shipper:

Invoices:

WILLIAMS ENERGY RESOURCES LLC
ONE WILLIAMS CENTER
TULSA, OK 74172
Attn: Accounts Payable

All Notices:

WILLIAMS ENERGY RESOURCES LLC
ONE WILLIAMS CENTER
TULSA, OK 74172
Attn: Contract Administration

To Transporter:

See "Points of Contact" in this 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.

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.

WILL W BROWN

VP-BUSINESS MGMT

Accepted and agreed to this

10 _____ day of _____, 2020.

Shipper:

WILLIAMS ENERGY RESOURCES LLC

John Carmody

Manager

Accepted and agreed to this

10 _____ day of _____, 2020.

Agreement No. 217272-FTWIC

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

DATED: 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	25,000	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	25,000	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

Agreement No. 217272-FTWIC

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

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List of Non-Conforming Agreements:

~~Anadarko Energy Services Company (#41147)~~
Anadarko Energy Services Company (#41153)
~~Anadarko Energy Services Company (#41199)~~
~~Black Hills Service Company, LLC (#213585-FDBSWIC)~~
~~Black Hills Service Company, LLC (#215933-FTMWIC)~~
~~Chesapeake Energy Marketing, LLC (#41266000-FTMWIC)~~
Chesapeake Energy Marketing, LLC Letter Agreement dated December 17, 2014 for Agreement #41266000A
~~Citadel NGPE LLC (#212192-FTPWIC)~~
Colorado Interstate Gas Company, LLC (#41205)
DCP Midstream Marketing LLC (#41220000A)
~~EnerVest Energy Institutional Fund XIII-WIB, L.P. (#41200002)~~
Pioneer Natural Resources USA, Inc. (#41204)
~~Spotlight Energy, LLC (#217274-FTWIC)~~
~~Tenaska Marketing Ventures (#217271-FTWIC)~~
~~Williams Energy Resources LLC (#217272-FTWIC)~~
~~WPX Energy Marketing, LLC (#41162)~~

List of Non-Conforming Negotiated Rate Agreements:

~~Anadarko Energy Services Company (#41147)~~

[Anadarko Energy Services Company \(#41199\)](#)
[Black Hills Service Company, LLC \(#215933-FTMWIC\)](#)
[Black Hills Service Company, LLC \(#213585-FDBSWIC\)](#)
[Chesapeake Energy Marketing, LLC \(#41266000-FTMWIC\)](#)
[Citadel NGPE LLC \(#212192-FTPWIC\)](#)
[Citadel Energy Marketing LLC \(#217275-FTWIC\)](#)
[EnerVest Energy Institutional Fund XIII-WIB, L.P. \(#41200002\)](#)
[Mieco, Inc. \(#217273-FTWIC\)](#)

NON-CONFORMING AGREEMENTS

Section 1	Anadarko Energy Services Company #41199000
Section 2	_____ Reserved <u>Citadel</u>
	<u>Energy Marketing LLC #217275-FTWIC</u>
Section 3	Colorado Interstate Gas Company, L.L.C. #41205000
Section 4	Pioneer Natural Resources USA, Inc. #41204000
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	Services Company #41153
Section 7	7 Black Hills Service Company, LLC #215933-FTMWIC
Section 8	<u>Mieco, Inc. #217273-FTWIC</u> Reserved
Section 9	DCP Midstream Marketing LLC #41220000A
Section 10	Chesapeake Energy Marketing, LLC #41266000-FTMWIC
Section 11	<u>Spotlight Energy, LLC #217274-FTWIC</u> Reserved
Section 12	Citadel NGPE LLC #212192-FTPWIC
Section 13	EnerVest Energy Institutional Fund XIII-WIB, L.P. #41200002
Section 14	<u>Tenaska Marketing Ventures #217271-FTWIC</u> Reserved
Section 15	Black Hills Service Company, LLC #213585-FDBSWIC
<u>Section 16</u>	<u>Williams Energy Resources LLC #217272-FTWIC</u>

Agreement No. 217275-FTWIC

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: April 8, 2020

Agreement No. 217275-FTWIC

Transportation Service Agreement
Rate Schedule FT

DATED: April 8, 2020

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: CITADEL ENERGY MARKETING 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

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

<u>MDQ</u> <u>(Dth/Day)</u>	<u>Effective</u>
<u>25,000</u>	<u>January 1, 2021 - March 31, 2023</u>

10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
Ending: March 31, 2023

Agreement No. 217275-FTWIC

11. Notices, Statements, and Bills:

To Shipper:
Invoices:

CITADEL ENERGY MARKETING LLC
131 SOUTH DEARBORN STREET
CHICAGO, IL 60603
Attn: Cindi Doeschot

All Notices:

CITADEL ENERGY MARKETING LLC
131 SOUTH DEARBORN STREET
CHICAGO, IL 60603
Attn: Cindi Doeschot

To Transporter:

See "Points of Contact" in this 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.

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. **CITADEL ENERGY MARKETING LLC**

WILL W BROWN Brittany Duhamel

VP-BUSINESS MGMT

Accepted and agreed to this Accepted and agreed to this
2 June 2 June
day of , 2020. day of , 2020.
Reserved

Agreement No. 217275-FTWIC

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

DATED: April 8, 2020

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

<u>Primary Point(s) of Receipt (1)</u>	<u>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</u>	<u>Maximum Receipt Pressure (p.s.i.g.) (4)</u>
800104 WIC/CIG (BOW) BOWIE WELD	25,000	1000

<u>Primary Point(s) of Delivery (1)</u>	<u>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</u>	<u>Maximum Delivery Pressure (p.s.i.g.) (4)</u>
941002 DEOPL/RUBY (TPZ) TOPAZ RIDGE RECEIP	25,000	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

Reserved

Agreement No. 217275-FTWIC

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

DATED: April 8, 2020

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

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

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.

(1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s): \$2.4115 per Dth per month plus \$1.62000 per Dth per month (or a total of \$4.0315 per Dth per month) not subject to any maximum or minimum rates and which shall be payable regardless of quantities transported. Further, notwithstanding footnote 4 below, a Third Party Charge for reservation charges related to the Primary Points associated with the off-system capacity held on Dominion Energy Overthrust Pipeline LLC will not be charged to Shipper pursuant to Section 4.5 of the General Terms and Conditions of the Tariff. For purposes of clarity only, all other Third Party Charges shall be assessed in accordance with footnote 4 below and Section 4.5 of the General Terms & Conditions of the Tariff.

(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.

Ex. B-1Reserved

Agreement No. 217273-FTWIC

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

MIECO, INC.
(Shipper)

DATED: April 8, 2020

Agreement No. 217273-FTWIC

Transportation Service Agreement

Rate Schedule FT

DATED: April 8, 2020

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: MIECO, INC.**
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
9. **Maximum Delivery Quantity ("MDQ"):**

<u>MDQ</u> <u>(Dth/Day)</u>	<u>Effective</u>
<u>2,800</u>	<u>January 1, 2021 - March 31, 2022</u>
10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
Ending: March 31, 2022

Agreement No. 217273-FTWIC

11. Notices, Statements, and Bills:

To Shipper:

Invoices:

MIECO, INC.
301 E OCEAN BLVD
STE 1100
LONG BEACH, CA 90802
Attn: Accounts Payable

All Notices:

MIECO, INC.
301 E OCEAN BLVD
STE 1100
LONG BEACH, CA 90802
Attn: Contract Administration

To Transporter:

See "Points of Contact" in this 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.

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.

TIMOTHY C DORPINGHAUS

DIRECTOR-COMMERCIAL

Accepted and agreed to this

28 May
day of 2020.

Reserved

Shipper:

MIECO, INC.

PAM HAWKINS

MANAGER

Accepted and agreed to this

19 May
day of 2020.

Agreement No. 217273-FTWIC

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

DATED: April 8, 2020

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

<u>Primary Point(s) of Receipt (1)</u>	<u>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</u>	<u>Maximum Receipt Pressure (p.s.i.g.) (4)</u>
800104 - WIC/CIG (BOW) BOWIE WELD	2,800	1000

<u>Primary Point(s) of Delivery (1)</u>	<u>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</u>	<u>Maximum Delivery Pressure (p.s.i.g.) (4)</u>
941002 - DEOPL/RUBY (TPZ) TOPAZ RIDGE RECEIP	2,800	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

Reserved

Agreement No. 217273-FTWIC

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

DATED: April 8, 2020

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

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

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.
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s): \$2.4115 per Dth per month plus \$1.62000 per Dth per month (or a total of \$4.0315 per Dth per month) not subject to any maximum or minimum rates and which shall be payable regardless of quantities transported. Further, notwithstanding footnote 4 below, a Third Party Charge for reservation charges related to the Primary Points associated with the off-system capacity held on Dominion Energy Overthrust Pipeline LLC will not be charged to Shipper pursuant to Section 4.5 of the General Terms and Conditions of the Tariff. For purposes of clarity only, all other Third Party Charges shall be assessed in accordance with footnote 4 below and Section 4.5 of the General Terms & Conditions of the Tariff.
- (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.

Ex. B-1

~~Reserved~~

Agreement No. 217274-FTWIC

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

SPOTLIGHT ENERGY, LLC
(Shipper)

DATED: April 8, 2020

Agreement No. 217274-FTWIC

Transportation Service Agreement
Rate Schedule FT

DATED: April 8, 2020

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

<u>MDQ</u>	<u>Effective</u>
<u>(Dth/Day)</u>	
<u>20,000</u>	<u>January 1, 2021 - March 31, 2024</u>
10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
Ending: March 31, 2024

| **Reserved**

Agreement No. 217274-FTWIC

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.

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

WILL W BROWN

William Deloach

VP-BUSINESS MGMT

Scheduler

Accepted and agreed to this

Accepted and agreed to this

4 June
day of , 2020.

4 June
day of , 2020.

Agreement No. 217274-FTWIC

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

DATED: April 8, 2020

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

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

<u>Primary Point(s) of Delivery (1)</u>	<u>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</u>	<u>Maximum Delivery Pressure (p.s.i.g.) (4)</u>
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.
- (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

Reserved

Agreement No. 217274-FTWIC

EXHIBIT B
 to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
 between
WYOMING INTERSTATE COMPANY, L.L.C.
 and
SPOTLIGHT ENERGY, LLC
 (Shipper)
 DATED: April 8, 2020

<u>Primary Point(s) of Receipt</u>	<u>Primary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (4)</u>	<u>Commodity Rate (4)</u>	<u>Authorized Overrun Rates</u>	<u>FL&U Percentage (4)</u>	<u>Surcharges</u>
<u>As Listed on Exhibit A</u>	<u>As Listed on Exhibit A</u>	<u>(See ¶19)</u>	<u>(1)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
<u>Primary and Secondary Point(s) of Receipt</u>	<u>Primary and Secondary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (4)</u>	<u>Commodity Rate (4)</u>	<u>FL&U Percentage (4)</u>	<u>Surcharges</u>	
<u>All</u>	<u>All</u>	<u>(See ¶19)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>	

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

~~Reserved~~

Agreement No. 217271-FTWIC

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

TENASKA MARKETING VENTURES
(Shipper)

DATED: April 8, 2020

Agreement No. 217271-FTWIC

Transportation Service Agreement

Rate Schedule FT

DATED: April 8, 2020

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: TENASKA MARKETING VENTURES**
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
9. **Maximum Delivery Quantity ("MDQ"):**

<u>MDQ</u> <u>(Dth/Day)</u>	<u>Effective</u>
<u>2,800</u>	<u>January 1, 2021 - March 31, 2022</u>
10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
Ending: March 31, 2022

Agreement No. 217271-FTWIC

11. Notices, Statements, and Bills:

To Shipper:
Invoices:
TENASKA MARKETING VENTURES
14302 FNB PARKWAY
OMAHA, NE 68154
Attn: Accounts Payable

All Notices:
TENASKA MARKETING VENTURES
14302 FNB PARKWAY
OMAHA, NE 68154
Attn: Contract Administration

To Transporter:
See "Points of Contact" in this 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.

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.

<u>Transporter:</u>	<u>Shipper:</u>
<u>WYOMING INTERSTATE COMPANY, L.L.C.</u>	<u>TENASKA MARKETING VENTURES</u>

TIMOTHY C DORPINGHAUS	Jake Sievers
_____	_____
DIRECTOR-COMMERCIAL	

Accepted and agreed to this	Accepted and agreed to this
28	19
May	May
_____	_____
day of _____, 2020.	day of _____, 2020.
	Reserved

Agreement No. 217271-FTWIC

EXHIBIT A
 to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
 between
WYOMING INTERSTATE COMPANY, L.L.C.
 and
TENASKA MARKETING VENTURES
 (Shipper)

DATED: April 8, 2020

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

<u>Primary Point(s) of Receipt (1)</u>	<u>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</u>	<u>Maximum Receipt Pressure (p.s.i.g.) (4)</u>
800104 (BOW) BOWIE WELD	2,800	1000

<u>Primary Point(s) of Delivery (1)</u>	<u>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</u>	<u>Maximum Delivery Pressure (p.s.i.g.) (4)</u>
941002 (TPZ) TOPAZ RIDGE	2,800	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
Reserved

Agreement No. 217271-FTWIC

EXHIBIT B
 to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
 between
WYOMING INTERSTATE COMPANY, L.L.C.
 and
TENASKA MARKETING VENTURES
 (Shipper)

DATED: April 8, 2020

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

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.—Please

Reserved

Agreement No. 217272-FTWIC

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

WILLIAMS ENERGY RESOURCES LLC
(Shipper)

DATED: April 8, 2020

Agreement No. 217272-FTWIC

Transportation Service Agreement
Rate Schedule FT

DATED: April 8, 2020

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: WILLIAMS ENERGY RESOURCES 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
9. **Maximum Delivery Quantity ("MDQ"):**

<u>MDQ</u> <u>(Dth/Day)</u>	<u>Effective</u>
<u>25,000</u>	<u>January 1, 2021 - March 31, 2026</u>
10. **Term of Firm Transportation Service:** Beginning: January 1, 2021
Ending: March 31, 2026

Agreement No. 217272-FTWIC

11. Notices, Statements, and Bills:

To Shipper:

Invoices:

WILLIAMS ENERGY RESOURCES LLC
ONE WILLIAMS CENTER
TULSA, OK 74172
Attn: Accounts Payable

All Notices:

WILLIAMS ENERGY RESOURCES LLC
ONE WILLIAMS CENTER
TULSA, OK 74172
Attn: Contract Administration

To Transporter:

See "Points of Contact" in this 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.

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.

WILLIAMS ENERGY RESOURCES LLC

WILL W BROWN

John Carmody

VP-BUSINESS MGMT

Manager

Accepted and agreed to this

Accepted and agreed to this

10 June
day of , 2020.

10 June
day of , 2020.

Agreement No. 217272-FTWIC

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

DATED: April 8, 2020

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

<u>Primary Point(s) of Receipt (1)</u>	<u>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</u>	<u>Maximum Receipt Pressure (p.s.i.g.) (4)</u>
<u>800104 WIC/CIG (BOW) BOWIE WELD</u>	<u>25.000</u>	<u>1000</u>

<u>Primary Point(s) of Delivery (1)</u>	<u>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</u>	<u>Maximum Delivery Pressure (p.s.i.g.) (4)</u>
<u>941002 DEOPL/RUBY (TPZ) TOPAZ RIDGE RECEIP</u>	<u>25.000</u>	<u>720</u>

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

Agreement No. 217272-FTWIC

EXHIBIT B
 to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
 between
WYOMING INTERSTATE COMPANY, L.L.C.
 and
WILLIAMS ENERGY RESOURCES LLC
 (Shipper)
 DATED: April 8, 2020

<u>Primary Point(s) of Receipt</u>	<u>Primary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (4)</u>	<u>Commodity Rate (4)</u>	<u>Authorized Overrun Rates</u>	<u>FL&U Percentage (4)</u>	<u>Surcharges</u>
<u>As Listed on Exhibit A</u>	<u>As Listed on Exhibit A</u>	<u>(See ¶19)</u>	<u>(1)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>

<u>Primary and Secondary Point(s) of Receipt</u>	<u>Primary and Secondary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (4)</u>	<u>Commodity Rate (4)</u>	<u>FL&U Percentage (4)</u>	<u>Surcharges</u>
<u>All</u>	<u>All</u>	<u>(See ¶19)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>

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