



September 22, 2023

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Agreement Housekeeping Filing;  
Wyoming Interstate Company, L.L.C.;  
Docket No. RP23-

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

Proposed with an effective date of November 1, 2023, these tariff records reflect the removal of an existing non-conforming transportation service agreement ("TSA") executed between WIC and DCP Midstream Marketing, LLC ("DCP") and a change to the shipper name for two existing negotiated rate TSAs.

### **Reason for Filing**

Currently, WIC and DCP are parties to Agreement No. 41220000A, which was previously filed and accepted by the Commission as a non-conforming TSA.<sup>1</sup> This TSA reflects certain non-conforming provisions that apply through the term of the agreement (i.e., until October 31, 2023).

In 2022, WIC and DCP entered into negotiations regarding an amendment to Agreement No. 41220000A. Among other things, these negotiations resulted in an extension of the firm capacity held by DCP's TSA and the removal of the non-conforming provisions ("Amendment"). The Amendment reflects a begin date of November 1, 2023 and an expiration date of October 31, 2028. Consequently, WIC is proposing to update its Tariff for the removal of the DCP TSA, given that the Amendment conforms to the form of service agreement for Rate Schedule FT found in WIC's Tariff.

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<sup>1</sup> *Wyoming Interstate Co.*, Docket No. RP13-1390-000 (Oct. 23, 2013) (unpublished letter order).

### **Description of Filing**

WIC is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2022) and Subpart C of Part 154 of the Commission's regulations.<sup>2</sup>

Part I, Section 1 – Table of Contents reflects the removal of the DCP TSA from the list of non-conforming agreements.

Part VII, Sections 9.0 through 9.2 show the removal of the DCP TSA. Similar to the Table of Contents, a reference to the DCP TSA has been removed from the index page for Part VII.

Finally, WIC is proposing to update Part II, Sections 4.6 and 4.7 to show a change in name from Direct Energy Business Marketing, LLC (“Direct Energy”) to NRG Business Marketing LLC (“NRG”) for two negotiated rate TSAs (i.e., Agreement Nos. 219183-FTWIC and 219182-FTWIC).<sup>3</sup> This name change was the result of an amendment to the Certificate of Formation for Direct Energy. No other changes have been made to the agreements.

### **Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations,<sup>4</sup> WIC is submitting an eTariff XML filing package, which includes the following:

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

WIC respectfully requests the Commission to accept the tendered tariff records for filing and permit them to become effective on November 1, 2023, which is not less than thirty days nor more than sixty days following the date of this filing. With respect to any tariff record the Commission allows to go into effect without change, WIC hereby moves to place the tendered tariff record in to effect at the end of any minimal suspension period established by the Commission.

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<sup>2</sup> 18 C.F.R. §§ 154.201 – 154.210 (2022) (Subpart C).

<sup>3</sup> The change in name from Direct Energy to NRG took effect on August 1, 2023 and will be reflected on WIC's electronic bulletin board under the Index of Customers for the next quarterly report to be posted on October 2, 2023.

<sup>4</sup> 18 C.F.R. §§ 154.1 – 154.603 (2022).

Correspondence and communications concerning this filing should be directed to:

Mr. Ryan Leahy  
Director, Regulatory  
Wyoming Interstate Company, L.L.C.  
Post Office Box 2563  
Birmingham, AL 35202-2563  
Telephone: (205) 325-7105  
WICRegulatoryAffairs@kindermorgan.com

Mr. David R. Cain  
Assistant General Counsel  
Wyoming Interstate Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944-1087  
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 (2022)).

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/\_\_\_\_\_  
Ryan Leahy  
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 Birmingham, Alabama as of this 22<sup>nd</sup> day of September 2023.

/s/

\_\_\_\_\_  
Ryan Leahy

Post Office Box 2563  
Birmingham, AL 35202  
(205) 325-7105

WYOMING INTERSTATE COMPANY, L.L.C.  
Agreement Housekeeping Filing

Third Revised Volume No. 2

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Section 16	Sequent Energy Management LLC (#219208-FTWIC)

**List of Non-Conforming Agreements:**

Sequent Energy Management LLC (#219208-FTWIC)  
Spotlight Energy, LLC (#217274-FTWIC)  
Tenaska Marketing Ventures (#217271-FTWIC)

**List of Non-Conforming Negotiated Rate Agreements:**

Anadarko Energy Services Company (#41147)  
Black Hills Service Company, LLC (#215933-FTMWIC)  
Black Hills Service Company, LLC (#213585-FDBSWIC)  
Citadel Energy Marketing LLC (#217275-FTWIC)  
Mieco, Inc. (#217273-FTWIC)

Statement of Negotiated Rates  
(Rates per Dth/day)

Rate Schedule FT Shipper Identification	Term of Service	MDQ (Dth/d)	Reservation Rate 1/ 4/	Commodity Rate 4/	Primary Receipt Point(s)	Primary Delivery Point(s)
NRG Business Marketing LLC #219183-FTWIC	4/1/2022 – 3/31/2026	20,000	1a/	1/	800722 TRAPPERS LAKE	800513 HAMS FORK
					Secondary Receipt Point(s)	Secondary Delivery Point(s)
					896062 RIO BLANCO	800528 OVERTHRUST/WIC
					47968 WALCOTT JUNCTION	47968 WALCOTT JUNCTION
					48646 SILO PLANT	48646 SILO PLANT
					800104 BOWIE	800104 BOWIE
					800115 BITTER CREEK	800115 BITTER CREEK
					800116 BAXTER TO WIC	800116 BAXTER TO WIC
					800212 DOVER METER ST	800212 DOVER METER ST
					800245 FLYING HAWK	800245 FLYING HAWK
					800336 KANDA TO WIC-QUES	800336 KANDA TO WIC-QUES
					800528 OVERTHRUST/WIC	800561 PICEANCE JCTN
					800561 PICEANCE JUNCTION	800633 RED RIM
					800633 RED RIM	800666 RAWLINS TO WIC
					800666 RAWLINS TO WIC	800709 SWEETWATER
					800709 SWEETWATER	800716 THUNDER CHIEF
					800716 THUNDER CHIEF	800722 TRAPPERS LAKE
					800722 TRAPPERS LAKE	800760 WAMSUTTER TO WIC
					800760 WAMSUTTER TO WIC	896002 DULLKNIFE METER
					800844 PICEANCE BASIN	896017 WAPITI
					800899 WIC HEADSTATION	896018 LITTLE WOLF
					801488 EAST MAINLINE	896021 ROCKPORT
					896002 DULLKNIFE METER	896026 OWL CREEK
					896017 WAPITI	896043 LOST CREEK WIC
					896018 LITTLE WOLF	896054 CRESTON
					896021 ROCKPORT	896061 YELLOW JACKET
					896026 OWL CREEK	896062 RIO BLANCO
					896043 LOST CREEK WIC	896084 SITTING BULL
					896054 CRESTON	896114 THREEMILE
					896061 YELLOW JACKET	800425 MEEKER PLANT
					896084 SITTING BULL	54880 LONE TREE
					896114 THREEMILE	800844 PICEANCE BASIN
					800425 MEEKER PLANT	800899 WIC HEADSTATION
					54880 LONE TREE	801488 EAST MAINLINE
					800276 GRANGER	800513 HAMS FORK
					800188 CLEAR CREEK REC	800276 GRANGER
					800579 PIONEER PLANT	800579 PIONEER PLANT

800513 HAMS FORK	800522 OPAL PROCESSING
941002 TOPAZ RIDGE	941002 TOPAZ RIDGE
800617 ROBERSON CREEK	800617 ROBERSON CREEK
800658 RYCKMAN WTD	800655 RYCKMAN INJ
800789 QPC WHITNEY	800789 QPC WHITNEY
800526 PAINTER	800526 PAINTER
800522 OPAL PROCESSING	800186 CLEAR CREEK DEL

1/	1/	Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed immediately above with a Primary or Secondary Delivery Point listed immediately above.
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- 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) \$3.0417 per Dth per Month as the applicable total of the Piceance Basin Incremental Reservation Rate and the Mainline Reservation Rate, which is not subject to any maximum or minimum rates and which 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.
- 5/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates  
(Rates per Dth/day)

Rate Schedule FT Shipper Identification	Term of Service	MDQ (Dth/d)	Reservation Rate 1/ 4/	Commodity Rate 4/	Primary Receipt Point(s)	Primary Delivery Point(s)
NRG Business Marketing LLC #219182-FTWIC	4/1/2022 – 3/31/2026	12,500	1a/	1/	800722 TRAPPERS LAKE	800528 OVERTHRUST/ WIC SWE
			1a/	1/	Secondary Receipt Point(s)	Secondary Delivery Point(s)
					896062 RIO BLANCO	800528 OVERTHRUST/ WIC
					47968 WALCOTT JUNCTION	47968 WALCOTT JUNCTION
					48646 SILO PLANT	48646 SILO PLANT
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					800528 OVERTHRUST/ WIC	800561 PICEANCE JCTN
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Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed immediately above with a Primary or Secondary Delivery Point listed immediately above.

- 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) \$3.0417 per Dth per Month as the applicable total of the Piceance Basin Incremental Reservation Rate and the Mainline Reservation Rate which is not subject to any maximum or minimum rates and which 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.
- 5/ This contract does not deviate in any material aspect from the form of service agreement.

## NON-CONFORMING AGREEMENTS

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Section 14	Tenaska Marketing Ventures #217271-FTWIC
Section 15	Black Hills Service Company, LLC #213585-FDBSWIC
Section 16	Sequent Energy Management LLC #219208-FTWIC

Reserved



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**Marked Tariff Section(s)**

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(Explanation of Agreement Tariff Sections)

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Anadarko Energy Services Company (#41147)  
Black Hills Service Company, LLC (#215933-FTMWIC)  
Black Hills Service Company, LLC (#213585-FDBSWIC)  
Citadel Energy Marketing LLC (#217275-FTWIC)  
Mieco, Inc. (#217273-FTWIC)

Statement of Negotiated Rates  
(Rates per Dth/day)

Rate Schedule FT Shipper Identification	Term of Service	MDQ (Dth/d)	Reservation Rate 1/ 4/	Commodity Rate 4/	Primary Receipt Point(s)	Primary Delivery Point(s)
<del>Direct Energy</del> NRG Business TRAPPERS LAKE Marketing, LLC #219183-FTWIC	800513 HAMS FORK	4/1/2022 – 3/31/2026		20,000	1a/	1/ 800722
			1a/	1/	Secondary Receipt Point(s)	Secondary Delivery Point(s)
					896062 RIO BLANCO	800528 OVERTHRUST/WIC
					47968 WALCOTT JUNCTION	47968 WALCOTT JUNCTION
					48646 SILO PLANT	48646 SILO PLANT
					800104 BOWIE	800104 BOWIE
					800115 BITTER CREEK	800115 BITTER CREEK
					800116 BAXTER TO WIC	800116 BAXTER TO WIC
					800212 DOVER METER ST	800212 DOVER METER ST
					800245 FLYING HAWK	800245 FLYING HAWK
					800336 KANDA TO WIC-QUES	800336 KANDA TO WIC-QUES
					800528 OVERTHRUST/WIC	800561 PICEANCE JCTN
					800561 PICEANCE JUNCTION	800633 RED RIM
					800633 RED RIM	800666 RAWLINS TO WIC
					800666 RAWLINS TO WIC	800709 SWEETWATER
					800709 SWEETWATER	800716 THUNDER CHIEF
					800716 THUNDER CHIEF	800722 TRAPPERS LAKE
					800722 TRAPPERS LAKE	800760 WAMSUTTER TO WIC
					800760 WAMSUTTER TO WIC	896002 DULLKNIFE METER
					800844 PICEANCE BASIN	896017 WAPITI
					800899 WIC HEADSTATION	896018 LITTLE WOLF
					801488 EAST MAINLINE	896021 ROCKPORT
					896002 DULLKNIFE METER	896026 OWL CREEK
					896017 WAPITI	896043 LOST CREEK WIC
					896018 LITTLE WOLF	896054 CRESTON
					896021 ROCKPORT	896061 YELLOW JACKET
					896026 OWL CREEK	896062 RIO BLANCO
					896043 LOST CREEK WIC	896084 SITTING BULL
					896054 CRESTON	896114 THREEMILE
					896061 YELLOW JACKET	800425 MEEKER PLANT
					896084 SITTING BULL	54880 LONE TREE
					896114 THREEMILE	800844 PICEANCE BASIN
					800425 MEEKER PLANT	800899 WIC HEADSTATION
					54880 LONE TREE	801488 EAST MAINLINE
					800276 GRANGER	800513 HAMS FORK
					800188 CLEAR CREEK REC	800276 GRANGER



800579 PIONEER PLANT	800579 PIONEER PLANT
800513 HAMS FORK	800522 OPAL PROCESSING
941002 TOPAZ RIDGE	941002 TOPAZ RIDGE
800617 ROBERSON CREEK	800617 ROBERSON CREEK
800658 RYCKMAN WTD	800655 RYCKMAN INJ
800789 QPC WHITNEY	800789 QPC WHITNEY
800526 PAINTER	800526 PAINTER
800522 OPAL PROCESSING	800186 CLEAR CREEK DEL

1/	1/	Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed immediately above with a Primary or Secondary Delivery Point listed immediately above.
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- 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) \$3.0417 per Dth per Month as the applicable total of the Piceance Basin Incremental Reservation Rate and the Mainline Reservation Rate, which is not subject to any maximum or minimum rates and which 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.
- 5/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates  
(Rates per Dth/day)

Rate Schedule FT Shipper Identification	Term of Service	MDQ (Dth/d)	Reservation Rate 1/ 4/	Commodity Rate 4/	Primary Receipt Point(s)	Primary Delivery Point(s)
<del>Direct Energy</del> NRG Business Marketing, LLC #219182-FTWIC	800528 OVERTHRUST/ WIC SWE	4/1/2022 – 3/31/2026	1a/	12,500	1a/	1/ 800722 TRAPPERS LAKE
			1a/	1/	Secondary Receipt Point(s)	Secondary Delivery Point(s)
					896062 RIO BLANCO	800528 OVERTHRUST/ WIC
					47968 WALCOTT JUNCTION	47968 WALCOTT JUNCTION
					48646 SILO PLANT	48646 SILO PLANT
					800104 BOWIE	800104 BOWIE
					800115 BITTER CREEK	800115 BITTER CREEK
					800116 BAXTER TO WIC	800116 BAXTER TO WIC
					800212 DOVER METER ST	800212 DOVER METER ST
					800245 FLYING HAWK	800245 FLYING HAWK
					800336 KANDA TO WIC-QUES	800336 KANDA TO WIC-QUES
					800528 OVERTHRUST/ WIC	800561 PICEANCE JCTN
					800561 PICEANCE JUNCTION	800633 RED RIM
					800633 RED RIM	800666 RAWLINS TO WIC
					800666 RAWLINS TO WIC	800709 SWEETWATER
					800709 SWEETWATER	800716 THUNDER CHIEF
					800716 THUNDER CHIEF	800722 TRAPPERS LAKE
					800722 TRAPPERS LAKE	800760 WAMSUTTER TO WIC
					800760 WAMSUTTER TO WIC	896002 DULLKNIFE METER
					800844 PICEANCE BASIN	896017 WAPITI
					800899 WIC HEADSTATION	896018 LITTLE WOLF
					801488 EAST MAINLINE	896021 ROCKPORT
					896002 DULLKNIFE METER	896026 OWL CREEK
					896017 WAPITI	896043 LOST CREEK WIC
					896018 LITTLE WOLF	896054 CRESTON
					896021 ROCKPORT	896061 YELLOW JACKET
					896026 OWL CREEK	896062 RIO BLANCO
					896043 LOST CREEK WIC	896084 SITTING BULL
					896054 CRESTON	896114 THREEMILE
					896061 YELLOW JACKET	800425 MEEKER PLANT
					896084 SITTING BULL	54880 LONE TREE
					896114 THREEMILE	800844 PICEANCE BASIN
					800425 MEEKER PLANT	800899 WIC HEADSTATION
					54880 LONE TREE	801488 EAST MAINLINE

1/

1/

Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed immediately above with a Primary or Secondary Delivery Point listed immediately above.

- 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) \$3.0417 per Dth per Month as the applicable total of the Piceance Basin Incremental Reservation Rate and the Mainline Reservation Rate which is not subject to any maximum or minimum rates and which 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.
- 5/ This contract does not deviate in any material aspect from the form of service agreement.

## NON-CONFORMING AGREEMENTS

Section 1	Reserved
Section 2	Citadel Energy Marketing LLC #217275-FTWIC
Section 3	Reserved
Section 4	Reserved
Section 5	Anadarko Energy Services Company #41147
Section 6	Reserved
Section 7	Black Hills Service Company, LLC #215933-FTMWIC
Section 8	Mieco, Inc. #217273-FTWIC
Section 9	<del>DCP Midstream Marketing LLC #41220000A</del> <u>Reserved</u>
Section 10	Reserved
Section 11	Spotlight Energy, LLC #217274-FTWIC
Section 12	Reserved
Section 13	Reserved
Section 14	Tenaska Marketing Ventures #217271-FTWIC
Section 15	Black Hills Service Company, LLC #213585-FDBSWIC
Section 16	Sequent Energy Management LLC #219208-FTWIC

Reserved

~~Firm Transportation Service Agreement  
Rate Schedule FT~~

~~between~~

~~Wyoming Interstate Company, L.L.C.~~

~~and~~

~~DCP Midstream Marketing, LLC~~

~~Dated: March 1, 2013~~

~~Transportation Service Agreement~~  
~~Rate Schedule FT~~

~~Dated: March 1, 2013~~

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

~~1. **Transporter:** WYOMING INTERSTATE COMPANY, L.L.C.~~

~~2. **Shipper:** DCP MIDSTREAM MARKETING, LLC~~

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

~~4. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.~~

~~5. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.~~

~~6. **Transportation Service:** Transportation Service at and between Primary 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.~~

~~7. **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.~~

~~8. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.4.14 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.~~

~~9. **Negotiated Rate:** Yes \_\_\_\_\_ No X~~

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

<del>MDQ (Dth/Day)</del>	<del>Effective</del>
<del>25,000</del>	<del>The Effective Date shall be the later of the first day of the calendar month immediately following the In-Service Date of the metering changes to allow for deliveries off of CIG's High Plains Lateral into Flying Hawk or November 1, 2013, and continuing for Ten (10) Years.</del>
<del>28,000</del>	<del>Commencing April 1, 2014 and continuing 1 day prior to the One(1) Year anniversary of the Effective Date.</del>
<del>56,000</del>	<del>Commencing on the One (1) Year anniversary of the Effective Date and continuing for nine (9) Years thereafter; provided however, that at any time at least 30 days prior to the One (1) Year anniversary of the Effective Date, Shipper may elect on written notice to Transporter to either accelerate or defer all or any portion(s) of the increase in the MDQ from the currently effective MDQ to 56,000 Dth/day. For the purposes of this Agreement, "accelerate" shall mean to adjust the date(s) of all or any portion(s) of the increase in the MDQ to a date closer to, but not before, the Effective Date. For the further purposes of this Agreement, "defer" shall mean to elect a smaller increase in the MDQ to be effective on the One (1) Year anniversary of the Effective Date and continuing for Nine (9) Years thereafter. In the event Shipper defers all or any portion of the increase, Shipper shall have no further rights or obligations with regard to the amount of the capacity increase that was deferred.</del>

~~11. **Term of Firm Transportation Service:** Beginning: The Effective Date (identified in ¶10).  
Ending: 10 Years following the Effective Date.~~

~~Shipper shall have the unilateral right, upon at least twelve (12) month's written notice to Transporter prior to the expiration of the initial term, to extend the term of this Agreement by up to an additional five (5) years. Shipper shall pay the contract rate provided for in this Agreement for such extension.~~

~~A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.10 of the General Terms and Conditions.~~

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

~~**To Shipper:**  
**Invoices:**  
DCP Midstream Marketing, LLC  
5718 Westheimer, Suite 2000  
Houston, TX 77057  
Attn: Lisa Bonasin  
  
**All Notices:**  
DCP Midstream Marketing, LLC  
5718 Westheimer, Suite 2000  
Houston, TX 77057  
Attn: Lisa Bonasin~~

**To Transporter:**

\_\_\_\_\_ See "Points of Contact" in this Tariff.

13. ~~**Effect on prior Agreement:** When this Agreement becomes effective, it shall amend and restate the following agreement between the Parties: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 41220000, dated May 30, 2012.~~

14. ~~**Application of Tariff Provision:** N/A.~~

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

\_\_\_\_\_ ~~**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.** \_\_\_\_\_ **DCP MIDSTREAM MARKETING, LLC**

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Will W. Brown

\_\_\_\_\_ Director of Marketing

Name: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

Accepted and agreed to this \_\_\_\_\_ Accepted and agreed to this  
\_\_\_\_\_ day of \_\_\_\_\_, 2013. \_\_\_\_\_ day of \_\_\_\_\_, 2013.



Reserved

**Exhibit A**

to

Firm Transportation Service Agreement

Rate Schedule FT

between

**Wyoming Interstate Company, L.L.C.**

and

**DCP Midstream Marketing, LLC**

(Shipper)

Dated: March 1, 2013

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

<i>Primary Point(s) of Receipt (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
Flying Hawk (FLY)	See ¶10	See ¶10	1,000

<i>Primary Point(s) of Delivery (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
Dullknife (DUL)	See ¶10	10,000	920
Thunder Chief (TDC)	See ¶10	15,000	920
Dullknife (DUL)	See ¶10	25,000	920
Thunder Chief (TDC)	See ¶10	25,000	920

**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 4.5.5 of the General Terms and Conditions of the Tariff.~~



Reserved

**Exhibit B**

to

~~Firm Transportation Service Agreement~~

~~Rate Schedule FT~~

between

**Wyoming Interstate Company, L.L.C.**

and

**DCP Midstream Marketing, LLC**

(Shipper)

Dated: March 1, 2013

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Volume (Dth/day)</i>	<i>Effective Dates</i>	<i>Reservatio n-Rate (1) (4)</i>	<i>Commodit y-Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&amp;U Percentage</i>	<i>Surcharge s</i>
Flying Hawk (FLY)	Dullknife (DUL) Thunder Chief (TDC)	25,000	See ¶10	(1a)	(1)	(1)	(2)	(3)
Flying Hawk (FLY)	Dullknife (DUL) Thunder Chief (TDC)	28,000	See ¶10	(1a)	(1)	(1)	(2)	(3)
Flying Hawk (FLY)	Dullknife (DUL) Thunder Chief (TDC)	56,000	See ¶10	(1a)	(1)	(1)	(2)	(3)

**Exhibit B**  
(cont.)

<i>Secondary Point(s) of Receipt</i>	<i>Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodit y Rate (4)</i>	<i>FL&amp;U Percentage</i>	<i>Surcharges</i>
	Bowie (BOW)					
	Dever (DOV)					
	Dullknife (DUL)					
	Little Wolf (LTW)					
	Owl Creek (OWL)					
	Rockport (RKP)					
Flying Hawk (FLY)	Sitting Bull (STB)	See ¶10	(1a)	(1)	(2)	(3)
	Thunder Chief (TDC)					
	Curley (CUR)					
	All future WIC Delivery Points at Cheyenne that can receive gas from Flying Hawk (FLY).					
All	All	See ¶10	(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.~~
- (1a) ~~The parties agree that the following rate, subject to the minimum and maximum rates, will be a monthly rate of \$0.3042 per Dth, which 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. Quantities scheduled by Transporter from/to Primary Point(s) and/or Secondary or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as posted on Transporter's EBB and/or pursuant to Section 4.4.5 of the General Terms and Conditions of the Tariff.~~

**Exhibit B**  
(cont.)

~~(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 4.17.1 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 EBB and/or pursuant to Section 4.4.5 of the General Terms and Conditions of the Tariff.~~