

September 29, 2023

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming, Negotiated Rate Agreement Filing;  
Wyoming Interstate Company, L.L.C.;  
Docket No. RP23-

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Commissioners:

Wyoming Interstate Company, L.L.C. ("WIC") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission" or "FERC") the tariff records listed in Attachment A. Proposed with an effective date of November 1, 2023, the tariff records update WIC's FERC Gas Tariff, Third Revised Volume No. 2 ("Tariff") to include a new negotiated rate, non-conforming Rate Schedule FT transportation service agreement ("TSA").

### **Reason for Filing**

WIC and ONEOK Rockies Midstream, L.L.C. ("ORM") have executed TSA No. 220517-FTBWIC ("ORM TSA") for firm service on WIC's system. The TSA is a negotiated rate agreement that includes non-conforming provisions that deviate from WIC's Rate Schedule FT Form of Service Agreement ("*Pro Forma*") and require Commission review and acceptance.

General Terms and Conditions Section 4.15 of the Tariff 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. Moreover, the Commission's policy requires pipelines, when implementing a negotiated rate TSA, to either include the TSA in its Tariff or submit a Statement of Rate tariff record identifying the transaction.<sup>1</sup> Accordingly, WIC is submitting herein for the Commission's review and acceptance tariff records displaying the non-conforming, negotiated rate TSA between WIC and ORM. WIC proposes an effective date of November 1, 2023 for the tariff records submitted herein.

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<sup>1</sup> See *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134 at PP 25-27, 31-32 (2003).

## **Description of TSA**

The ORM TSA provides for a maximum delivery quantity of 92,000 dekatherms (“Dth”) per day. The transportation service described in the TSA is supported by capacity lease agreements between Bighorn Gas Gathering, L.L.C. (“Bighorn”) and Fort Union Gas Gathering, L.L.C. (“FUGG”).<sup>2</sup> The TSA’s term will commence on the in-service date (“ISD”) of the leased capacity<sup>3</sup> and continue for a term of ten years and one month following the ISD.<sup>4</sup> The ORM TSA includes a primary receipt point that is currently under construction and is located on the leased capacity of Bighorn Bakken and a primary delivery point of WIC’s existing ThunderChief interconnect.

## **Non-Conforming and Negotiated Rate TSA Provisions**

The ORM TSA contains non-conforming provisions addressing leased capacity, creditworthiness and partial month service. These non-conforming provisions, as well as the negotiated rates applicable to the TSA, are described below.

### *Transportation Service - Leased Capacity*

Paragraph 5 of the TSA has been modified to allow for the use of leased capacity to provide the transportation service contemplated in the TSA, consistent with the order issued in Docket No. CP22-508-000. While use of leased capacity is not contemplated in WIC’s *Pro Forma*, WIC included the reference to leased capacity in this paragraph to document and clarify that transportation service between the primary points of receipt and delivery is conditioned upon the use of the leased capacity arrangements that have been reviewed and approved by the Commission. WIC believes the aforementioned provision is not unduly discriminatory and does not grant undue preference to ORM. WIC respectfully requests the Commission accept this non-conforming provision.

### *Partial Month Service*

Because the ISD is dependent upon the completion of the Big Horn receipt point, a new Paragraph 11 has been added to the TSA to include a provision to determine the

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<sup>2</sup> On September 8, 2022, WIC filed an application in Docket No. CP22-508-000 pursuant to Section 7(c) of the Natural Gas Act (“NGA”), and Part 157 of the Commission’s Regulations seeking authorization to, among other things, lease natural gas transportation capacity from Bighorn and FUGG to provide transportation service to shippers under the terms of its Tariff. See *Wyoming Interstate Company, L.L.C.*, 182 FERC ¶ 62,138 (2023).

<sup>3</sup> The ISD is occurs upon completion of the Big Horn receipt point. WIC anticipates completion of the Big Horn receipt point will occur as early as November 1, 2023.

<sup>4</sup> WIC’s *Pro Forma* includes a fill-in-the-blank in Paragraph 10 to describe extension rights and related termination provisions. WIC and ORM have utilized this fill-in-the-blank to clarify the rights and obligations of both parties under the TSA. WIC does not believe this description is a non-conforming provision but is identifying the language to assist the Commission in its review of the TSA.

applicable charges in the event the Big Horn receipt point is complete and WIC is authorized to place the leased capacity into service on a date other than the first day of the month.<sup>5</sup> WIC is also obligated to use commercially reasonable efforts to keep ORM informed of the anticipated in-service date. The provision is non-conforming, as it is not contemplated in WIC's *Pro Forma*. WIC requests the Commission accept this provision as it is related to off-system construction activities and defines the terms of service for a partial month of in-service and will not harm other shippers. WIC believes the aforementioned provision is not unduly discriminatory and respectfully requests the Commission accept this non-conforming provision.

### *Creditworthiness*

Paragraph 14 of the TSA provides for additional credit requirements related to the acquisition of the lease capacity and necessary to ensure adequate financial backing during the term of the ORM TSA. The provision states that ORM must satisfy the creditworthiness requirements contained in Transporter's Tariff for amounts to be owed for service on the Medicine Bow Lateral and must also satisfy certain additional credit conditions for amounts owed for service on the leased capacity.<sup>6</sup>

This creditworthiness provision is necessary to provide WIC greater financial security given that WIC needed to acquire leased capacity in order to provide the requested service. Further, the need for additional credit requirements was included in the project open season. Although this language is non-conforming, WIC believes this provision is not unduly discriminatory and will not harm other shippers.<sup>7</sup> WIC respectfully requests the Commission accept this non-conforming provision.

### *Negotiated Rates*

GT&C Section 4.15 of the Tariff allows WIC and shippers to agree to a service rate that varies from the minimum-to-maximum range provided in the Tariff's Statement of Rates. Note (1a) specified in Exhibit B identifies a negotiated reservation rate of \$6.0833 per Dth per month for the Bakken Incremental Reservation Rate plus WIC's maximum rates for service under Rate Schedule FT - Medicine Bow Incremental Rates. This

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<sup>5</sup> Specifically, if the ISD of the facilities is any date other than the first day of a month, then ORM shall pay WIC a pro-rated share of the negotiated rates described in Exhibit B of the ORM TSA. The prorated share will be based on the number of days in the month on and after the date that follows the In-Service Date divided by the total number of days in the month. Additionally, WIC shall use commercially reasonable efforts to keep ORM informed of the anticipated ISD.

<sup>6</sup> The additional credit requirements require credit support in the amount of three (3) months of the negotiated rate charges (which incorporate lease payments) in the event the Shipper does not meet the specified Minimum Credit Rating Standards.

<sup>7</sup> The Commission previously accepted similar additional credit requirements in the context of lease arrangements. See, *Wyoming Interstate Company, Ltd.*, Docket No. RP10-405-000 (Mar. 23, 2010).

negotiated rate is applicable to gas transported between the primary points of receipt and delivery described on Exhibit A<sup>8</sup> for the term of the TSA.

### **Tariff Provisions**

Section 154.112(b) of the Commission's regulations requires that agreements with non-conforming provisions be referenced in the pipeline's FERC Gas Tariff. Additionally, the Commission's Policy Statement requires pipelines, when implementing a negotiated rate TSA, to file either the agreement or a Statement of Rates provision identifying the transaction. Accordingly, WIC is submitting the following tariff records:

Part I, Overview, Section 1 – Table of Contents and Part VII, Non-Conforming<sup>9</sup> include the new ORM TSA as a non-conforming agreement.

Part VII, Non-Conforming – Sections 3.0 through 3.2 have been modified to include the new non-conforming, negotiated rate TSA in the Tariff.

### **Procedural Matters**

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

- a) a transmittal letter;
- b) under Attachment A, a list of the submitted tariff records;
- c) under Attachment B, a marked version of the TSA reflecting changes from the *Pro Forma*;
- d) under Attachment C, an executed copy of the aforementioned TSA; and
- e) clean and marked versions of the tariff records in PDF format.

WIC respectfully requests the Commission accept the tendered tariff records for filing and issue an order to permit them to become effective coincident with the TSA's effective date of November 1, 2023. With respect to any tariff record the Commission allows to go into effect without change, WIC hereby moves to place the tendered tariff record into effect at the end of any minimal suspension period established by the Commission.

Correspondence and communications concerning this filing should be directed to:

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<sup>8</sup> WIC's *Pro Forma* Exhibit A permits the inclusion of certain data elements, including a Primary Delivery Point Quantity. In this TSA, ORM and WIC agreed to add parenthetical language that clarifies that the Primary Point Delivery Quantity will be 92,000 Dth per day less applicable WIC Medicine Bow fuel and lost and unaccounted quantities ("FL&U"). WIC notes such FL&U reimbursement is displayed in the Tariff in Part II: Statement of Rates. WIC does not believe this addition is a non-conforming provision but is identifying the language to assist the Commission in its review of the TSA.

<sup>9</sup> These tariff records remain pending before the Commission. Should these tariff records not be accepted by the Commission, WIC will file to modify the tariff records submitted in this filing.

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. Tony Sala  
Managing Counsel  
Wyoming Interstate Company, L.L.C.  
1001 Louisiana Street, Suite 1000  
Houston, TX 77002  
Telephone: (713) 420-6431  
Tony\_Sala@kindermorgan.com

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

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

Respectfully submitted,

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 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 29<sup>th</sup> day of September 2023.

/s/

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

Post Office Box 2563  
Birmingham, AL 35202-2563

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

Third Revised Volume No. 2

Part I: Overview

Section 1 Table of Contents

Version 34.0.0

Part VII: Non-Conforming Agreement

Index		Version 24.0.0
Section 3	Oneok Rockies Midstream, L.L.C. #220517-FTBWIC	Version 3.0.0
Section 3.1	Oneok Rockies Midstream, L.L.C. #220517-FTBWIC Exh A	Version 3.0.0
Section 3.2	Oneok Rockies Midstream, L.L.C. #220517-FTBWIC Exh B	Version 3.0.0

## **Attachment B**



FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE FT

between

**WYOMING INTERSTATE COMPANY, L.L.C.**

and

**ONEOK ROCKIES MIDSTREAM, L.L.C.**  
(Shipper)

DATED: January 26, 2023

**Transportation Service Agreement**  
**Rate Schedule FT**

DATED: January 26, 2023

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

1. **Transporter:** WYOMING INTERSTATE COMPANY, L.L.C.
2. **Shipper:** ONEOK ROCKIES MIDSTREAM, L.L.C.
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.

The parties recognize that Transporter must ~~construct additional facilities~~ lease capacity in order to provide Transportation Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the ~~additional facilities leased capacity~~, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations ~~for the additional facilities~~ in form and substance satisfactory to Transporter in its sole discretion.
  - (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.
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
92,000	The In-Service Date ("ISD") of the leased capacity which occurs upon the completion of the Big Horn Receipt Point through Ten (10) years and One (1) month following the ISD

10. **Term of Firm Transportation Service:** Beginning: The ISD of the leased capacity  
Ending: Ten (10) years and One (1) month following the ISD

Shipper may request to extend the term of this Agreement by advance written notice to Transporter no less than twenty-four (24) months prior to the last day of the initial term or any extension period, which notice shall include the proposed term of the extension. WIC shall submit the request to the lessors of the leased capacity. If lessors both do not notify WIC in writing that they agree to the proposed extension within thirty (30) days following the date of receipt of Transporter's written notice to lessors, the request shall be deemed denied, and this Agreement shall terminate in accordance with the initial term or any extension period, subject to FERC approval of any such termination.

11. Partial Month Rates: (following ISD). If the date (i) the leased capacity described above is effective and (ii) Transporter is authorized to place the leased capacity into service (the "In-Service Date" or "ISD") occurs on any date other than the first Day of a Month, then Shipper shall pay Transporter a prorated share of the negotiated rates described in Exhibit B based on the number of Days in the Month on and after the date that follows the In-Service Date divided by the total number of Days in the Month. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.

**4412. Notices, Statements, and Bills:**

**To Shipper:**

**Invoices:**

ONEOK ROCKIES MIDSTREAM, L.L.C.  
100 W. Fifth Street, Suite 1600  
Tulsa, OK 74103  
Attn: NGGP Scheduling

**All Notices:**

ONEOK ROCKIES MIDSTREAM, L.L.C.  
100 W. Fifth Street, Suite 1600  
Tulsa, OK 74103  
Attn: NGGP Scheduling

**To Transporter:**

See "Points of Contact" in this Tariff.

**4213. Effect on Prior Agreement(s):** N/A.

**14. Creditworthiness.** Shipper must satisfy the creditworthiness requirements contained in Transporter's Tariff for amounts to be owed for service on the Medicine Bow Lateral. For amounts to be owed for service on the new incremental lateral (leased capacity), Shipper must either satisfy the "Minimum Credit Rating Standards" or the "Alternative Credit Support". The Alternative Credit Support is an amount equal to three (3) months of the rates set forth on Exhibit B associated with the new incremental lateral ("Credit Support Amount") provided in the form of: (a) guaranty in a form and from a guarantor reasonably acceptable to Transporter in its sole discretion; (b) an irrevocable standby letter of credit, in a form acceptable to Transporter from a U.S. banking institution or foreign banking institution with a branch office physically located in the United States, in each case having assets of at least US\$10 billion and a senior unsecured debt rating or issuer rating of A- or better from S&P and A3 or better from Moody's; or (c) prepayments. Minimum Credit Rating Standards means a senior unsecured debt rating of BBB- or better by Standard & Poor's Corporation or a successor ("S&P") or a senior unsecured debt rating of Baa3 or better by Moody's Investor Service or a successor ("Moody's") (in the event of a split rating between S&P and Moody's, the lower rating will be used); provided, however, if such senior unsecured debt rating is BBB- by S&P or Baa3 by Moody's, the short-term and long-term credit outlooks must not be negative. Alternative Credit Support provided by Shipper pursuant to this Section 14 shall continue in effect until: Shipper satisfies the Minimum Credit Rating Standards; the execution of a credit agreement to replace this provision; or the termination of this Agreement.

**4315. 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.**

**ONEOK ROCKIES MIDSTREAM, L.L.C.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

**EXHIBIT A**  
to  
**FIRM TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE FT**  
between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**ONEOK ROCKIES MIDSTREAM, L.L.C.**  
(Shipper)

DATED: January 26, 2023

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

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
TBD WBI/BGG (TBD) BAKKEN	92,000	The MAOP of Transporter's Facilities at this Point

<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>
800716 WIC/CPG (TDC) THUNDER CHIEF METER	92,000 (less applicable WIC Medicine Bow FL&U)	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 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  
**ONEOK ROCKIES MIDSTREAM, L.L.C.**  
(Shipper)

DATED: January 26, 2023

<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&amp;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>Authorized Overrun Rates</i>	<i>FL&amp;U Percentage (4)</i>	<i>Surcharges</i>
TBD WBI/BGG (TBD) BAKKEN	All WIC Medicine Bow Delivery Points	(See ¶9)	(1a)	(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): \$6.0833 per Dth per month for the Bakken Incremental Reservation Rate plus Transporter's maximum rates for service under Rate Schedule FT - Medicine Bow Incremental Rates or other superseding Rate Schedules not subject to any maximum or minimum reservation rates. Reservation rates 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.

## **Attachment C**

FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE FT

between

**WYOMING INTERSTATE COMPANY, L.L.C.**

and

**ONEOK ROCKIES MIDSTREAM, L.L.C.**  
(Shipper)

DATED: January 26, 2023



**Transportation Service Agreement**  
**Rate Schedule FT**

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DATED: January 26, 2023

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: ONEOK ROCKIES MIDSTREAM, L.L.C.**
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.

The parties recognize that Transporter must lease capacity in order to provide Transportation Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to:

  - (i) The receipt and acceptance by Transporter of a FERC certificate for the leased capacity, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations in form and substance satisfactory to Transporter in its sole discretion.
  - (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.
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
92,000	The In-Service Date ("ISD") of the leased capacity which occurs upon the completion of the Big Horn Receipt Point through Ten (10) years and One (1) month following the ISD

10. **Term of Firm Transportation Service:** Beginning: The ISD of the leased capacity  
Ending: Ten (10) years and One (1) month following the ISD

Shipper may request to extend the term of this Agreement by advance written notice to Transporter no less than twenty-four (24) months prior to the last day of the initial term or any extension period, which notice shall include the proposed term of the extension. WIC shall submit the request to the lessors of the leased capacity. If lessors both do not notify WIC in writing that they agree to the proposed extension within thirty (30) days following the date of receipt of Transporter's written notice to lessors, the request shall be deemed denied, and this Agreement shall terminate in accordance with the initial term or any extension period, subject to FERC approval of any such termination.

11. **Partial Month Rates:** (following ISD). If the date (i) the leased capacity described above is effective and (ii) Transporter is authorized to place the leased capacity into service (the "In-Service Date" or "ISD") occurs on any date other than the first Day of a Month, then Shipper shall pay Transporter a prorated share of the negotiated rates described in Exhibit B based on the number of Days in the Month on and after the date that follows the In-Service Date divided by the total number of Days in the Month. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.

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

**To Shipper:**

**Invoices:**

ONEOK ROCKIES MIDSTREAM, L.L.C.  
100 W. Fifth Street, 12th Floor  
Tulsa, OK 74103  
Attn: NGGP Scheduling

**All Notices:**

ONEOK ROCKIES MIDSTREAM, L.L.C.  
100 W. Fifth Street, 12th Floor  
Tulsa, OK 74103  
Attn: NGGP Scheduling

**To Transporter:**

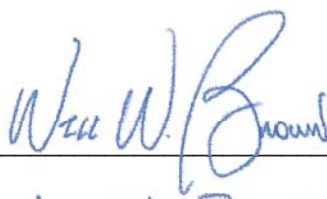
See "Points of Contact" in this Tariff.

13. **Effect on Prior Agreement(s):** N/A.
14. **Creditworthiness.** Shipper must satisfy the creditworthiness requirements contained in Transporter's Tariff for amounts to be owed for service on the Medicine Bow Lateral. For amounts to be owed for service on the new incremental lateral (leased capacity), Shipper must either satisfy the "Minimum Credit Rating Standards" or the "Alternative Credit Support". The Alternative Credit Support is an amount equal to three (3) months of the rates set forth on Exhibit B associated with the new incremental lateral ("Credit Support Amount") provided in the form of: (a) guaranty in a form and from a guarantor reasonably acceptable to Transporter in its sole discretion; (b) an irrevocable standby letter of credit, in a form acceptable to Transporter from a U.S. banking institution or foreign banking institution with a branch office physically located in the United States, in each case having assets of at least US\$10 billion and a senior unsecured debt rating or issuer rating of A- or better from S&P and A3 or better from Moody's; or (c) prepayments. Minimum Credit Rating Standards means a senior unsecured debt rating of BBB- or better by Standard & Poor's Corporation or a successor ("S&P") or a senior unsecured debt rating of Baa3 or better by Moody's Investor Service or a successor ("Moody's") (in the event of a split rating between S&P and Moody's, the lower rating will be used); provided, however, if such senior unsecured debt rating is BBB- by S&P or Baa3 by Moody's, the short-term and long-term credit outlooks must not be negative. Alternative Credit Support provided by Shipper pursuant to this Section 14 shall continue in effect until: Shipper satisfies the Minimum Credit Rating Standards; the execution of a credit agreement to replace this provision; or the termination of this Agreement.
15. **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.**

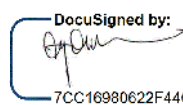
  
 \_\_\_\_\_  
 Nick W Brown  
 \_\_\_\_\_  
 Vice President, Commercial  
 \_\_\_\_\_

Accepted and agreed to this


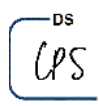
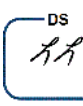
6<sup>th</sup> day of April, 2023.

**Shipper:**

**ONEOK ROCKIES MIDSTREAM, L.L.C.**

  
 \_\_\_\_\_  
 7CC16980622F44C...  
 Christy D. Williamson  
 \_\_\_\_\_  
 VP, Natural Gas Gathering & Processing  
 \_\_\_\_\_

Accepted and agreed to this

4<sup>th</sup> day of April, 2023.  
  
  


**EXHIBIT A**  
to  
**FIRM TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE FT**  
between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**ONEOK ROCKIES MIDSTREAM, L.L.C.**  
(Shipper)

DATED: January 26, 2023

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

Effective Dates: (See ¶9)

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
TBD WBI/BGG (TBD) BAKKEN	92,000	The MAOP of Transporter's Facilities at this Point

<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>
800716 WIC/CPG (TDC) THUNDER CHIEF METER	92,000 (less applicable WIC Medicine Bow FL&U)	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 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  
**ONEOK ROCKIES MIDSTREAM, L.L.C.**  
(Shipper)

DATED: January 26, 2023

<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&amp;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>Authorized Overrun Rates</i>	<i>FL&amp;U Percentage (4)</i>	<i>Surcharges</i>
TBD WBI/BGG (TBD) BAKKEN	All WIC Medicine Bow Delivery Points	(See ¶9)	(1a)	(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): \$6.0833 per Dth per month for the Bakken Incremental Reservation Rate plus Transporter's maximum rates for service under Rate Schedule FT - Medicine Bow Incremental Rates or other superseding Rate Schedules not subject to any maximum or minimum reservation rates. Reservation rates 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.

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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)  
Mico, Inc. (#217273-FTWIC)  
ONEOK Rockies Midstream, L.L.C. (#220517-FTBWIC)

## NON-CONFORMING AGREEMENTS

Section 1	Reserved
Section 2	Citadel Energy Marketing LLC #217275-FTWIC
Section 3	<del>Reserved</del> <u>ONEOK Rockies Midstream, L.L.C. #220517-FTBWIC</u>
Section 4	Reserved
Section 5	Anadarko Energy Services Company #41147
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Section 7	Black Hills Service Company, LLC #215933-FTMWIC
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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

Agreement No. 220517-FTBWIC

Reserved

FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

ONEOK ROCKIES MIDSTREAM, L.L.C.  
(Shipper)

DATED: January 26, 2023

Agreement No. 220517-FTBWIC

**Transportation Service Agreement**

**Rate Schedule FT**

**DATED: January 26, 2023**

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

- 1. *Transporter: WYOMING INTERSTATE COMPANY, L.L.C.***
- 2. *Shipper: ONEOK ROCKIES MIDSTREAM, L.L.C.***
- 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.

The parties recognize that Transporter must lease capacity in order to provide Transportation Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to:

  - (i) The receipt and acceptance by Transporter of a FERC certificate for the leased capacity, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations in form and substance satisfactory to Transporter in its sole discretion.
  - (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.
- 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.

Agreement No. 220517-FTBWIC

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"):**

<b><u>MDQ</u></b> <b><u>(Dth/Day)</u></b>	<b><u>Effective</u></b>
92,000	The In-Service Date ("ISD") of the leased capacity which occurs upon the completion of the Big Horn Receipt Point through Ten (10) years and One (1) month following the ISD

10. **Term of Firm Transportation Service:** Beginning: The ISD of the leased capacity  
Ending: Ten (10) years and One (1) month following the ISD

Shipper may request to extend the term of this Agreement by advance written notice to Transporter no less than twenty-four (24) months prior to the last day of the initial term or any extension period, which notice shall include the proposed term of the extension. WIC shall submit the request to the lessors of the leased capacity. If lessors both do not notify WIC in writing that they agree to the proposed extension within thirty (30) days following the date of receipt of Transporter's written notice to lessors, the request shall be deemed denied, and this Agreement shall terminate in accordance with the initial term or any extension period, subject to FERC approval of any such termination.

11. **Partial Month Rates: (following ISD).** If the date (i) the leased capacity described above is effective and (ii) Transporter is authorized to place the leased capacity into service (the "In-Service Date" or "ISD") occurs on any date other than the first Day of a Month, then Shipper shall pay Transporter a prorated share of the negotiated rates described in Exhibit B based on the number of Days in the Month on and after the date that follows the In-Service Date divided by the total number of Days in the Month. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.

Agreement No. 220517-FTBWIC

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

**To Shipper:**

**Invoices:**

ONEOK ROCKIES MIDSTREAM, L.L.C.  
100 W. Fifth Street, Suite 1600  
Tulsa, OK 74103  
Attn: NGGP Scheduling

**All Notices:**

ONEOK ROCKIES MIDSTREAM, L.L.C.  
100 W. Fifth Street, Suite 1600  
Tulsa, OK 74103  
Attn: NGGP Scheduling

**To Transporter:**

See "Points of Contact" in this Tariff.

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

**14. Creditworthiness.** Shipper must satisfy the creditworthiness requirements contained in Transporter's Tariff for amounts to be owed for service on the Medicine Bow Lateral. For amounts to be owed for service on the new incremental lateral (leased capacity), Shipper must either satisfy the "Minimum Credit Rating Standards" or the "Alternative Credit Support". The Alternative Credit Support is an amount equal to three (3) months of the rates set forth on Exhibit B associated with the new incremental lateral ("Credit Support Amount") provided in the form of: (a) guaranty in a form and from a guarantor reasonably acceptable to Transporter in its sole discretion; (b) an irrevocable standby letter of credit, in a form acceptable to Transporter from a U.S. banking institution or foreign banking institution with a branch office physically located in the United States, in each case having assets of at least US\$10 billion and a senior unsecured debt rating or issuer rating of A- or better from S&P and A3 or better from Moody's; or (c) prepayments. Minimum Credit Rating Standards means a senior unsecured debt rating of BBB- or better by Standard & Poor's Corporation or a successor ("S&P") or a senior unsecured debt rating of Baa3 or better by Moody's Investor Service or a successor ("Moody's") (in the event of a split rating between S&P and Moody's, the lower rating will be used); provided, however, if such senior unsecured debt rating is BBB- by S&P or Baa3 by Moody's, the short-term and long-term credit outlooks must not be negative. Alternative Credit Support provided by Shipper pursuant to this Section 14 shall continue in effect until: Shipper satisfies the Minimum Credit Rating Standards; the execution of a credit agreement to replace this provision; or the termination of this Agreement.

Agreement No. 220517-FTBWIC

15. **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.

ONEOK ROCKIES MIDSTREAM, L.L.C.

1 \_\_\_\_\_ 2

3 \_\_\_\_\_ 4

Accepted and agreed to this

Accepted and agreed to this

5 \_\_\_\_\_ 6  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

7 \_\_\_\_\_ 8  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.



Agreement No. 220517-FTBWICReserved

**EXHIBIT A**  
to  
**FIRM TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE FT**  
between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**ONEOK ROCKIES MIDSTREAM, L.L.C.**  
(Shipper)

DATED: January 26, 2023

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>
TBD WBI/BGG (TBD) BAKKEN	92,000	The MAOP of Transporter's Facilities at this Point

<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>
800716 WIC/CPG (TDC) THUNDER CHIEF METER	92,000 (less applicable WIC Medicine Bow FL&U)	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 5.5 of the General Terms and Conditions of the Tariff.

Agreement No. 220517-FTBWICReserved

**EXHIBIT B**  
to  
**FIRM TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE FT**  
between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**ONEOK ROCKIES MIDSTREAM, L.L.C.**  
(Shipper)

DATED: January 26, 2023

<u>Primary</u> <u>Point(s) of</u> <u>Receipt</u>	<u>Primary</u> <u>Point(s) of</u> <u>Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate</u> <u>(1)(4)</u>	<u>Commodity</u> <u>Rate (4)</u>	<u>Authorized</u> <u>Overrun</u> <u>Rates</u>	<u>FL&amp;U</u> <u>Percentage (4)</u>	<u>Surcharges</u>
<u>As Listed on</u> <u>Exhibit A</u>	<u>As Listed on</u> <u>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</u> <u>Secondary</u> <u>Point(s) of</u> <u>Receipt</u>	<u>Primary and</u> <u>Secondary</u> <u>Point(s) of</u> <u>Delivery</u>	<u>Effective Dates</u>	<u>Reservation</u> <u>Rate (4)</u>	<u>Commodity</u> <u>Rate (4)</u>	<u>Authorized</u> <u>Overrun</u> <u>Rates</u>	<u>FL&amp;U</u> <u>Percentage (4)</u>	<u>Surcharges</u>
<u>TBD</u> <u>WBI/BGG</u> <u>(TBD)</u> <u>BAKKEN</u>	<u>All WIC</u> <u>Medicine Bow</u> <u>Delivery Points</u>	<u>(See ¶9)</u>	<u>(1a)</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): \$6.0833 per Dth per month for the Bakken Incremental Reservation Rate plus Transporter's maximum rates for service under Rate Schedule FT - Medicine Bow Incremental Rates or other superseding Rate Schedules not subject to any maximum or minimum reservation rates. Reservation rates 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.

Agreement No. 220517-FTBWIC

**EXHIBIT B (CONTINUED)**

**(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.

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**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)  
Mico, Inc. (#217273-FTWIC)  
ONEOK Rockies Midstream, L.L.C. (#220517-FTBWIC)



## NON-CONFORMING AGREEMENTS

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Section 16	Sequent Energy Management LLC #219208-FTWIC

Agreement No. 220517-FTBWIC

FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE FT

between

**WYOMING INTERSTATE COMPANY, L.L.C.**

and

**ONEOK ROCKIES MIDSTREAM, L.L.C.**  
(Shipper)

DATED: January 26, 2023

Agreement No. 220517-FTBWIC

**Transportation Service Agreement**

Rate Schedule FT

DATED: January 26, 2023

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

1. **Transporter:** WYOMING INTERSTATE COMPANY, L.L.C.
2. **Shipper:** ONEOK ROCKIES MIDSTREAM, L.L.C.
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.

The parties recognize that Transporter must lease capacity in order to provide Transportation Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the leased capacity, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations in form and substance satisfactory to Transporter in its sole discretion.
  - (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.
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.

Agreement No. 220517-FTBWIC

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
92,000	The In-Service Date ("ISD") of the leased capacity which occurs upon the completion of the Big Horn Receipt Point through Ten (10) years and One (1) month following the ISD

10. **Term of Firm Transportation Service:** Beginning: The ISD of the leased capacity  
Ending: Ten (10) years and One (1) month following the ISD

Shipper may request to extend the term of this Agreement by advance written notice to Transporter no less than twenty-four (24) months prior to the last day of the initial term or any extension period, which notice shall include the proposed term of the extension. WIC shall submit the request to the lessors of the leased capacity. If lessors both do not notify WIC in writing that they agree to the proposed extension within thirty (30) days following the date of receipt of Transporter's written notice to lessors, the request shall be deemed denied, and this Agreement shall terminate in accordance with the initial term or any extension period, subject to FERC approval of any such termination.

11. **Partial Month Rates:** (following ISD). If the date (i) the leased capacity described above is effective and (ii) Transporter is authorized to place the leased capacity into service (the "In-Service Date" or "ISD") occurs on any date other than the first Day of a Month, then Shipper shall pay Transporter a prorated share of the negotiated rates described in Exhibit B based on the number of Days in the Month on and after the date that follows the In-Service Date divided by the total number of Days in the Month. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.

Agreement No. 220517-FTBWIC

12. *Notices, Statements, and Bills:*

**To Shipper:**

**Invoices:**

ONEOK ROCKIES MIDSTREAM, L.L.C.  
100 W. Fifth Street, Suite 1600  
Tulsa, OK 74103  
Attn: NGGP Scheduling

**All Notices:**

ONEOK ROCKIES MIDSTREAM, L.L.C.  
100 W. Fifth Street, Suite 1600  
Tulsa, OK 74103  
Attn: NGGP Scheduling

**To Transporter:**

See "Points of Contact" in this Tariff.

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

14. **Creditworthiness.** Shipper must satisfy the creditworthiness requirements contained in Transporter's Tariff for amounts to be owed for service on the Medicine Bow Lateral. For amounts to be owed for service on the new incremental lateral (leased capacity), Shipper must either satisfy the "Minimum Credit Rating Standards" or the "Alternative Credit Support". The Alternative Credit Support is an amount equal to three (3) months of the rates set forth on Exhibit B associated with the new incremental lateral ("Credit Support Amount") provided in the form of: (a) guaranty in a form and from a guarantor reasonably acceptable to Transporter in its sole discretion; (b) an irrevocable standby letter of credit, in a form acceptable to Transporter from a U.S. banking institution or foreign banking institution with a branch office physically located in the United States, in each case having assets of at least US\$10 billion and a senior unsecured debt rating or issuer rating of A- or better from S&P and A3 or better from Moody's; or (c) prepayments. Minimum Credit Rating Standards means a senior unsecured debt rating of BBB- or better by Standard & Poor's Corporation or a successor ("S&P") or a senior unsecured debt rating of Baa3 or better by Moody's Investor Service or a successor ("Moody's") (in the event of a split rating between S&P and Moody's, the lower rating will be used); provided, however, if such senior unsecured debt rating is BBB- by S&P or Baa3 by Moody's, the short-term and long-term credit outlooks must not be negative. Alternative Credit Support provided by Shipper pursuant to this Section 14 shall continue in effect until: Shipper satisfies the Minimum Credit Rating Standards; the execution of a credit agreement to replace this provision; or the termination of this Agreement.

Agreement No. 220517-FTBWIC

15. **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.**

**ONEOK ROCKIES MIDSTREAM, L.L.C.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

Agreement No. 220517-FTBWIC

**EXHIBIT A**  
to  
**FIRM TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE FT**  
between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**ONEOK ROCKIES MIDSTREAM, L.L.C.**  
(Shipper)

DATED: January 26, 2023

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

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
TBD WBI/BGG (TBD) BAKKEN	92,000	The MAOP of Transporter's Facilities at this Point

<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>
800716 WIC/CPG (TDC) THUNDER CHIEF METER	92,000 (less applicable WIC Medicine Bow FL&U)	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 5.5 of the General Terms and Conditions of the Tariff.

Agreement No. 220517-FTBWIC

**EXHIBIT B**  
to  
**FIRM TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE FT**  
between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**ONEOK ROCKIES MIDSTREAM, L.L.C.**  
(Shipper)

DATED: January 26, 2023

<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&amp;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>Authorized Overrun Rates</i>	<i>FL&amp;U Percentage (4)</i>	<i>Surcharges</i>
TBD WBI/BGG (TBD) BAKKEN	All WIC Medicine Bow Delivery Points	(See ¶9)	(1a)	(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): \$6.0833 per Dth per month for the Bakken Incremental Reservation Rate plus Transporter's maximum rates for service under Rate Schedule FT - Medicine Bow Incremental Rates or other superseding Rate Schedules not subject to any maximum or minimum reservation rates. Reservation rates 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.



Agreement No. 220517-FTBWIC

**EXHIBIT B (CONTINUED)**

**(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.