



August 30, 2018

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;  
Colorado Interstate Gas Company, L.L.C.;  
Docket No. RP18-

Commissioners:

Colorado Interstate Gas Company, L.L.C. ("CIG") 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 October 1, 2018, the tariff records update CIG's FERC Gas Tariff, Second Revised Volume No. 1 ("Tariff") to include a new negotiated rate, non-conforming Rate Schedule TF-HP transportation service agreement ("TSA").

### **Reason for Filing**

CIG and Anadarko Energy Services Company ("AES") have entered into TSA No. 213526-TFHPCIG. The TSA is a new negotiated rate agreement that includes non-conforming provisions which deviate from CIG's Rate Schedule TF-HP Form of Service Agreement ("*Pro Forma*") which requires Commission review and acceptance prior to becoming effective.<sup>1</sup>

### **Description of TSA**

AES TSA No. 213526-TFHPCIG provides for 222,000 Dth per day of firm transportation service on CIG's High Plains system.<sup>2</sup> AES acquired this

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<sup>1</sup> See *Colorado Interstate Gas Company, L.L.C.*, 75 FERC ¶ 61,090 (1996) where the Commission approved CIG's request to implement negotiated rate authority pursuant to the Commission's Policy Statement in Docket No. RM95-6-000 and RM96-7-000 ("Policy Statement"). The Policy Statement requires pipelines, when implementing a negotiated rate contract, to file either the contract or a Statement of Negotiated Rates sheet or record identifying the transaction.

<sup>2</sup> The High Plains System is defined in CIG's Tariff in General Terms and Conditions Section 1.35A.

capacity via an open season posted by CIG in August 2017.<sup>3</sup> The TSA includes a primary receipt point at Lancaster with primary delivery points of Thunder Chief and Dullknife. Additionally, the TSA describes the applicability of the negotiated rate at primary and secondary receipt and delivery points. The TSA's term commences on the later of the in-service date of certain modifications of existing facilities described in the agreement or October 1, 2018 and terminates the later of December 31, 2033 or 15 years and 3 months after the in service date of facilities.

#### *Non-Conforming TSA Provisions*

In addition to the negotiated reservation rate, the AESC TSA contains various provisions which address requirements associated with the modification of existing facilities, utilization of off-system capacity, a provision related to carbon tax and greenhouse gas costs. These potentially non-conforming provisions and the negotiated rate are described below.

#### *Construction*

Paragraph 5 of CIG's *Pro Forma* allows for optional provisions that can be used when constructing additional facilities necessary to provide transportation service. Paragraph 5 of the AESC TSA describes CIG's obligation to undertake minor facility modifications necessary to provide transportation service as well as the completion of certain facility modifications by Wyoming Interstate Company, L.L.C. ("WIC") on its system necessary to provide off-system capacity to CIG.

While paragraph 5 of the *Pro Forma* provides for a fill-in-the-blank provision, CIG has marked the construction language as potentially non-conforming given the unique circumstances involved with the modification of facilities and the use of off-system capacity required to effectuate transportation service under this agreement. As previously discussed, AESC acquired their capacity via an open season that explained the necessary facility modifications and contracting necessary to provide this transportation service. As such, CIG believes that no other shipper will be adversely impacted by the construction provision. Therefore, CIG requests the Commission accept this provision as non-conforming.

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<sup>3</sup> The CIG open season was posted between August 17, 2017 and September 7, 2017. As explained in its posting, additional capacity on CIG's High Plains system was created as a result of modifications undertaken at CIG's Flying Hawk Meter Station combined with certain WIC system modifications, as well as the subsequent acquisition of off-system capacity by CIG on WIC at Cheyenne.

### *Negotiated Rates and Non-Conforming Footnotes*

Section 4.17 of the GT&C allows CIG and shippers to agree to a service rate that varies from the minimum-to-maximum range provided in the Tariff's Statement of Rates. Exhibit B, note (1a) of the AESC TSA identifies and describes a negotiated reservation rate of \$3.6500 per Dth per month applicable to the primary and certain secondary delivery points during the term of the TSA.

Exhibit B, note (1b) further describes the applicability of this negotiated rate. Service using any other point shall be assessed the negotiated rate stated in note (1) plus any applicable incremental charge for service on the CIG mainline, the North Raton Lateral or any other secondary point using WIC off-system capacity. As the stated negotiated rate is not subject to CIG's minimum and maximum rates, it is considered a negotiated rate and requires the Commission's acceptance.

Additionally, Exhibit B, note 1(a) contains non-conforming language allowing for the possibility that the Commission may permit the recovery of costs incurred in mitigating any carbon or other greenhouse gas. Specifically, the note states that in the event the Commission permits the recovery of such costs only through the recourse rate applicable to Rate Schedule TF-HP, then AESC agrees to pay CIG for any carbon emission tax or other greenhouse gas assessment though an adjustment of its negotiated reservation rate. In the absence of this provision, the fixed negotiated rate applicable to AESC could prevent CIG from recovering such mitigation costs. The Commission has previously accepted similar non-conforming contract provisions.<sup>4</sup>

### **Description of Filing**

This filing includes the transmittal letter and marked and clean versions of the proposed tariff records. Attachment A of this filing contains a list of all of the proposed tariff records. Attachment B contains an executed copy of the amended TSA. CIG is also including a marked version of the TSA reflecting the changes made from the *Pro Forma* in Attachment C.

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<sup>4</sup> See El Paso Natural Gas Company, L.L.C., unpublished letter order dated March 27, 2013 in Docket No. RP 13-662-000 and unpublished letter order dated July 28, 2016 in Docket No. RP16-872-001. Also see Colorado Interstate Gas Company, L.L.C. letter order dated March 19, 2015 in Docket No. RP15-576-000 and unpublished letter order dated August 30, 2017 in Docket No. RP17-903-000.

### **Tariff Sections**

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, CIG is submitting the following tariff records:

Part I, Overview, Section 1 – Table of Contents and Part VII, Non-Conforming are changed to list AESC TSA No. 213526-TFHPCIG.

Part VII, Non-Conforming - Sections 13.0 through 13.2 are added to include AESC TSA No. 213526-TFHPCIG in the Tariff.

### **Procedural Matters**

Inasmuch as this filing is fully described in this transmittal letter, the statement of the nature, the reasons and the basis for the instant tariff filing required by Section 154.7(a)(6) of the Commission's regulations is omitted. In accordance with the applicable provisions of the Commission's regulations, CIG 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, an executed copy of the aforementioned TSA;
- d) under Attachment C, a marked version of the TSA reflecting changes from the *Pro Forma*; and
- e) clean and marked versions of the tariff records in PDF format.

CIG respectfully requests the Commission accept the tendered tariff provisions for filing and issue an order to permit them to become effective coincident with the TSA's effective date of October 1, 2018, which is not less than 30 days or more than 60 days following the date of this filing. With respect to any tariff provisions the Commission allows to go into effect without change, CIG hereby moves to place the tendered tariff records into effect at the end of the suspension period, if any, specified by the Commission.

Correspondence and communications concerning this filing should be directed to:

Mr. Francisco Tarin  
Director, Regulatory  
Colorado Interstate Gas Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944  
Telephone: (719) 520-7517  
Facsimile: (719) 520-4697  
[CIGRegulatoryAffairs@kindermorgan.com](mailto:CIGRegulatoryAffairs@kindermorgan.com)

Mr. Mark A. Minich  
Assistant General Counsel  
Colorado Interstate Gas Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944  
Telephone: (719) 520-4416  
Facsimile: (719) 520-4898  
[CIGLegalFERC@kindermorgan.com](mailto:CIGLegalFERC@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,

COLORADO INTERSTATE GAS COMPANY, L.L.C.

By \_\_\_\_\_ /s/ \_\_\_\_\_  
Francisco Tarin  
Director  
Regulatory

Enclosures

Certificate of Service

I hereby certify that I have this day caused a copy of the foregoing document to be served upon all shippers on CIG's system and interested state regulatory commissions, in accordance with the requirements of Sections 154.208 and 385.2010 of the Commission's Rules of Practice and Procedures.

Dated at Colorado Springs, Colorado as of this 30<sup>th</sup> day of August, 2018.

/s/

Francisco Tarin

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

COLORADO INTERSTATE GAS COMPANY, L.L.C  
Non-Conforming Negotiated Rate Agreement Filing  
RP18-\_\_\_\_

Second Revised Volume No. 1

Part I	Section 1	Table of Contents	Version 28.0.0
Part VII:		Non-Conforming	Version 16.0.0
Part VII:	Section 13	Anadarko Energy Services Company #213526-TFHPCIG	Version 0.0.0
Part VII:	Section 13.1	Anadarko Energy Services Company #213526-TFHPCIG Exh A	Version 0.0.0
Part VII:	Section 13.2	Anadarko Energy Services Company #213526-TFHPCIG Exh B	Version 0.0.0

**FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE TF-HP**

between

**COLORADO INTERSTATE GAS COMPANY, L.L.C.**

and

**ANADARKO ENERGY SERVICES COMPANY**  
(Shipper)

DATED: October 3, 2017



**Transportation Service Agreement**

Rate Schedule TF-HP

Dated: October 3, 2017

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

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** ANADARKO ENERGY SERVICES COMPANY
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary 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 in order to provide Transportation Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to the completion of facility modifications by Wyoming Interstate Company, L.L.C. ("WIC") as necessary to provide the off-system capacity included in this Agreement.

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 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes  No
9. **Maximum Delivery Quantity (MDQ):**

MDQ (Dth/day)	Effective
222,000	See ¶10

10. **Term of Firm Transportation Service:** Beginning: The later of (i) the completion date of the WIC facility modifications described in paragraph 5, above, or (ii) October 1, 2018 (the "In-Service Date")
- Ending: The later of December 31, 2033 or 15 years, 3 months after the In-Service Date

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

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

**To Shipper:**

**Invoices:**

ANADARKO ENERGY SERVICES COMPANY  
P.O. BOX 1330  
HOUSTON, TX 77251-1330  
Attn: Accounts Payable

**All Notices:**

ANADARKO ENERGY SERVICES COMPANY  
P.O. BOX 1330  
HOUSTON, TX 77251-1330  
Attn: Contract Administration

**To Transporter:**


See "Points of Contact" in the Tariff.

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

**IN WITNESS WHEREOF**, the Parties 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:**

COLORADO INTERSTATE GAS COMPANY,  
L.L.C.

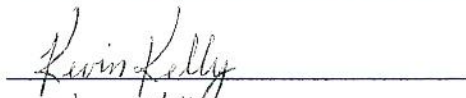
  
\_\_\_\_\_  
Gregory W. RUBEN  
\_\_\_\_\_  
Vice President  
\_\_\_\_\_

Accepted and agreed to this

12<sup>th</sup> day of October, 2017.

**SHIPPER:**

ANADARKO ENERGY SERVICES COMPANY

  
\_\_\_\_\_  
Kevin Kelly  
\_\_\_\_\_  
Vice President  
\_\_\_\_\_

Accepted and agreed to this

12 day of October, 2017.

**EXHIBIT A**  
to  
**TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE TF-HP**  
between  
**COLORADO INTERSTATE GAS COMPANY, L.L.C.**  
and  
**ANADARKO ENERGY SERVICES COMPANY**  
(Shipper)

DATED: October 3, 2017

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

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Minimum Receipt Pressure (p.s.i.g.) (4)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800360 KERRMCGE/CIG (LAN) LANCASTER METER	222,000	Sufficient Pressures to Enter Transporter's Facilities	1270

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Minimum Delivery Pressure (p.s.i.g.) (4)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
800716 WIC/CPG (TDC) THUNDER CHIEF	111,000	WIC's Line Pressure at this Location	1000
896002 TPC/WIC (DUL) DULLKNIFE	111,000	WIC's Line Pressure at this Location	1000

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 Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement 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 transportation service 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 5.4 of the General Terms and Conditions of the Tariff.



**EXHIBIT B**  
to  
**TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE TF-HP**  
between  
**COLORADO INTERSTATE GAS COMPANY, L.L.C.**  
and  
**ANADARKO ENERGY SERVICES COMPANY**  
(Shipper)

DATED: October 3, 2017

<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 Rate</i>	<i>Fuel Reimbursement (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 (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
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All existing and new High Plains Points of Receipt	All existing and new High Plains Points of Delivery					
	896002 Dullknife (DUL)					
	800716 Thunder Chief (TDC)					
	800184 Curley (CUR)	(See ¶9)	(1a)	(1)	(2)	(3)
	800104 Bowie (BOW)					
	896021 Rockport (RKP)					
	896018 Little Wolf (LTW)					
	896026 Owl Creek (OWL)					
	896084 Sitting Bull (STB)					
	800212 Dover (DOV)					
800245 Flying Hawk (FLY)						

All Other	All Other	(See ¶9)	(1b)	(1)	(2)	(3)
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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 TF-HP or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rates shall be payable regardless of quantities transported. All entitlement or quantities scheduled by Transporter on the CIG mainline or North Raton Lateral facilities shall be subject, as applicable, to the appropriate mainline and/or the North Raton Lateral incremental reservation and commodity rates.
- (1a) As provided in Section 4.14 of the General Terms and Conditions of Transporter's Tariff, the Parties agree, the rate for service shall be a negotiated reservation rate of \$3.6500 per Dth per month, which shall be payable regardless of quantities transported. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule TF-HP that is attributable to such costs.

**EXHIBIT B (Cont.)**

Notes:

- (1b) Service utilizing other secondary points shall be at the negotiated rate described in Note (1a) above, plus any incremental charge for service, as stated on Part II: Statement of Rates in the Tariff, on the CIG mainline or North Raton Lateral or any other secondary point of delivery using the off-system capacity on WIC.
- (2) Fuel Reimbursement shall be as stated on Part II: 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 Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

**High Plains Gas Quality Control Surcharge:**

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

**ACA:**

The ACA surcharge shall be assessed pursuant to Section 17.2 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 pursuant to Section 4.3 of the General Terms and Conditions of the Tariff. If incrementally priced facilities are used on a secondary basis the charge for service should also include the incremental rate.

FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE TF-HP

between

**COLORADO INTERSTATE GAS COMPANY, L.L.C.**

and

**ANADARKO ENERGY SERVICES COMPANY**  
(Shipper)

DATED: October 3, 2017

**Transportation Service Agreement**  
Rate Schedule TF-HP

Dated: October 3, 2017

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

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** ANADARKO ENERGY SERVICES COMPANY
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary 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 in order to provide Transportation Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to: the completion of facility modifications by Wyoming Interstate Company, L.L.C. ("WIC") as necessary to provide the off-system capacity included in this Agreement.

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 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes  No
9. **Maximum Delivery Quantity (MDQ):**

MDQ (Dth/day)	Effective
222,000	See ¶10

10. **Term of ~~High Plains~~ Firm Transportation Service:**

Beginning: The later of (i) the completion date of the WIC facility modifications described in paragraph 5, above, or (ii) October 1, 2018 (the "In-Service Date")

Ending: The later of December 31, 2033 or 15 years, 3 months after the In-Service Date

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

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

**To Shipper:**

**Invoices:**  
ANADARKO ENERGY SERVICES COMPANY  
P.O. BOX 1330  
HOUSTON, TX 77251-1330  
Attn: Accounts Payable

**All Notices:**  
ANADARKO ENERGY SERVICES COMPANY  
P.O. BOX 1330  
HOUSTON, TX 77251-1330  
Attn: Contract Administration

**To Transporter:**

See "Points of Contact" in the Tariff.

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

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

**IN WITNESS WHEREOF**, the Parties 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:**

**COLORADO INTERSTATE GAS COMPANY,  
L.L.C.**

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

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2017.

**SHIPPER:**

**ANADARKO ENERGY SERVICES COMPANY**

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

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2017.



**EXHIBIT A**  
to  
TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE TF-HP  
between  
**COLORADO INTERSTATE GAS COMPANY, L.L.C.**  
and  
**ANADARKO ENERGY SERVICES COMPANY**  
(Shipper)

DATED: October 3, 2017

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

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Minimum Receipt Pressure (p.s.i.g.) (4)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800360 KERRMCGE/CIG (LAN) LANCASTER METER	222,000	Sufficient Pressures to Enter Transporter's Facilities	1270

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Minimum Delivery Pressure (p.s.i.g.) (4)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
800716 WIC/CPG (TDC) THUNDER CHIEF	111,000	WIC's Line Pressure at this Location	1000
896002 TPC/WIC (DUL) DULLKNIFE	111,000	WIC's Line Pressure at this Location	1000

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 Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement 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 transportation service 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 5.4 of the General Terms and Conditions of the Tariff.

**EXHIBIT B**  
to  
TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE TF-HP  
between  
**COLORADO INTERSTATE GAS COMPANY, L.L.C.**  
and  
**ANADARKO ENERGY SERVICES COMPANY**  
(Shipper)

DATED: October 3, 2017

<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 Rate</i>	<i>Fuel Reimbursement (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 (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
All existing and new High Plains Points of Receipt	All existing and new High Plains Points of Delivery 896002 Dullknife (DUL) 800716 Thunder Chief (TDC) 800184 Curley (CUR) 800104 Bowie (BOW) 896021 Rockport (RKP) 896018 Little Wolf (LTV) 896026 Owl Creek (OWL) 896084 Sitting Bull (STB) 800212 Dover (DOV) 800245 Flying Hawk (FLY)	(See ¶9)	(1a)	(1)	(2)	(3)
All Other	All Other	(See ¶9)	(1b)	(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 TF-HP or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rates shall be payable regardless of quantities transported. All entitlement or quantities scheduled by Transporter on the CIG mainline or North Raton Lateral facilities shall be subject, as applicable, to the appropriate mainline and/or the North Raton Lateral incremental reservation and commodity rates.
- (1a) As provided in Section 4.14 of the General Terms and Conditions of Transporter's Tariff, the Parties agree, the rate for service shall be a negotiated reservation rate of \$3.6500 per Dth per month, which shall be payable regardless of quantities transported. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule TF-HP that is attributable to such costs.-

**EXHIBIT B (Cont.)**

Notes:

(1b) Service utilizing other secondary points shall be at the negotiated rate described in Note (1a) above, plus any incremental charge for service, as stated on Part II: Statement of Rates in the Tariff, on the CIG mainline or North Raton Lateral or any other secondary point of delivery using the off-system capacity on WIC.

(2) Fuel Reimbursement shall be as stated on Part II: 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 Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

**High Plains Gas Quality Control Surcharge:**

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 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 pursuant to Section 4.3 of the General Terms and Conditions of the Tariff. If incrementally priced facilities are used on a secondary basis the charge for service should also include the incremental rate.

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Section 11	DCP Midstream Marketing, LLC # 33761000
Section 12	Anadarko Energy Services Company #213006-TF1CIG
Section 13	Anadarko Energy Services Company #213526-TFHPCIG

List of Non-Conforming Agreements:

Anadarko Energy Services Company #213006-TF1CIG  
Anadarko Energy Services Company #213526-TFHPCIG  
Anadarko Energy Services Company #33666000-TFHPCIG  
Black Hills Utility Holdings, Inc. TF-1 Agreement #33629000A  
Black Hills Utility Holdings, Inc. TF-1 Agreement #33599000F  
Black Hills Utility Holdings, Inc. #33640000  
Colorado Springs Utilities #33247000  
Concord Energy LLC #214093-TF1CIG  
DCP Midstream Marketing, LLC TF-HP Agreement #33674000A  
DCP Midstream Marketing, LLC TF-HP Agreement #33761000  
Noble Energy, Inc. TF-1 Agreement #33179000-TF1CIG  
Pioneer Natural Gas Resources USA, Inc. TF-1 Agreement #33615000B  
Public Service Company of Colorado NNT-1 Agreement #31050000-NNT1CIG

## NON-CONFORMING AGREEMENTS

### List of Non-Conforming Agreements

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Section 13	Anadarko Energy Services Company #213526-TFHPCIG

Agreement No. 213526-TFHPCIG

FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE TF-HP

between

**COLORADO INTERSTATE GAS COMPANY, L.L.C.**

and

**ANADARKO ENERGY SERVICES COMPANY**  
(Shipper)

DATED: October 3, 2017

**Transportation Service Agreement**

Rate Schedule TF-HP

Dated: October 3, 2017

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

1. **Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.
2. **Shipper:** ANADARKO ENERGY SERVICES COMPANY
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary 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 in order to provide Transportation Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to the completion of facility modifications by Wyoming Interstate Company, L.L.C. ("WIC") as necessary to provide the off-system capacity included in this Agreement.

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 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes  No
9. **Maximum Delivery Quantity (MDQ):**

MDQ (Dth/day)	Effective
222,000	See ¶10

Agreement No. 213526-TFHPCIG

- 10. **Term of Firm Transportation Service:** Beginning: The later of (i) the completion date of the WIC facility modifications described in paragraph 5, above, or (ii) October 1, 2018 (the "In-Service Date")  
  
Ending: The later of December 31, 2033 or 15 years, 3 months after the In-Service Date

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

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

**To Shipper:**

**Invoices:**

ANADARKO ENERGY SERVICES COMPANY  
P.O. BOX 1330  
HOUSTON, TX 77251-1330  
Attn: Accounts Payable

**All Notices:**

ANADARKO ENERGY SERVICES COMPANY  
P.O. BOX 1330  
HOUSTON, TX 77251-1330  
Attn: Contract Administration

**To Transporter:**

See "Points of Contact" in the Tariff.

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

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

**IN WITNESS WHEREOF**, the Parties 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:**

**COLORADO INTERSTATE GAS COMPANY,  
L.L.C.**

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

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2017.

**SHIPPER:**

**ANADARKO ENERGY SERVICES COMPANY**

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

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2017.

**EXHIBIT A**  
 to  
 TRANSPORTATION SERVICE AGREEMENT  
 RATE SCHEDULE TF-HP  
 between  
**COLORADO INTERSTATE GAS COMPANY, L.L.C.**  
 and  
**ANADARKO ENERGY SERVICES COMPANY**  
 (Shipper)

DATED: October 3, 2017

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>Minimum Receipt Pressure (p.s.i.g.) (4)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800360 KERRMCGE/CIG (LAN) LANCASTER METER	222,000	Sufficient Pressures to Enter Transporter's Facilities	1270

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Minimum Delivery Pressure (p.s.i.g.) (4)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
800716 WIC/CPG (TDC) THUNDER CHIEF	111,000	WIC's Line Pressure at this Location	1000
896002 TPC/WIC (DUL) DULLKNIFE	111,000	WIC's Line Pressure at this Location	1000

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 Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement 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 transportation service 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 5.4 of the General Terms and Conditions of the Tariff.

Agreement No. 213526-TFHPCIG

**EXHIBIT B**  
 to  
 TRANSPORTATION SERVICE AGREEMENT  
 RATE SCHEDULE TF-HP  
 between  
**COLORADO INTERSTATE GAS COMPANY, L.L.C.**  
 and  
**ANADARKO ENERGY SERVICES COMPANY**  
 (Shipper)

DATED: October 3, 2017

<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 Rate</i>	<i>Fuel Reimbursement (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 (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Fuel Reimbursement (4)</i>	<i>Surcharges</i>
All existing and new High Plains Points of Receipt	All existing and new High Plains Points of Delivery					
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	800184 Curley (CUR)	(See ¶9)	(1a)	(1)	(2)	(3)
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	896021 Rockport (RKP)					
	896018 Little Wolf (LTW)					
	896026 Owl Creek (OWL)					
	896084 Sitting Bull (STB)					
	800212 Dover (DOV)					
800245 Flying Hawk (FLY)						
All Other	All Other	(See ¶9)	(1b)	(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 TF-HP or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rates shall be payable regardless of quantities transported. All entitlement or quantities scheduled by Transporter on the CIG mainline or North Raton Lateral facilities shall be subject, as applicable, to the appropriate mainline and/or the North Raton Lateral incremental reservation and commodity rates.

**EXHIBIT B (Cont.)**

Notes:

- (1a) As provided in Section 4.14 of the General Terms and Conditions of Transporter's Tariff, the Parties agree, the rate for service shall be a negotiated reservation rate of \$3.6500 per Dth per month, which shall be payable regardless of quantities transported. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule TF-HP that is attributable to such costs.
- (1b) Service utilizing other secondary points shall be at the negotiated rate described in Note (1a) above, plus any incremental charge for service, as stated on Part II: Statement of Rates in the Tariff, on the CIG mainline or North Raton Lateral or any other secondary point of delivery using the off-system capacity on WIC.
- (2) Fuel Reimbursement shall be as stated on Part II: 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 Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

**High Plains Gas Quality Control Surcharge:**

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

**ACA:**

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.

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Section 6.10	Planning Information
Section 7	Responsibility for Gas and Products
Section 8	Operating Conditions
Section 8.1	Firm Transportation Service
Section 8.2	Interruptible Transportation Service
Section 8.3	Storage Service
Section 9	Capacity Release Program
Section 9.1	Purpose
Section 9.2	Applicability
Section 9.3	Availability of Released Capacity
Section 9.4	Qualification for Participation
Section 9.5	Capacity Release Requests
Section 9.6	Releases Assigned on the Basis of an Open Season
Section 9.7	Prearranged Releases
Section 9.8	Notice by Shipper Electing to Release Capacity on an Open Season Basis
Section 9.9	Notice by Shipper Electing to Release Capacity on a Prearranged Basis
Section 9.10	Term of Released Capacity
Section 9.11	Bids for Released Capacity Subject to Open Season
Section 9.12	Awarding of Released Capacity
Section 9.13	Recalls and Reputs of Capacity
Section 9.14	Execution of Agreements or Amendments
Section 9.15	Notice of Completed Transactions
Section 9.16	Effective Date of Release and Acquisition
Section 9.17	Rates
Section 9.18	Marketing Fee
Section 9.19	Billing
Section 9.20	Compliance by Replacement Shipper
Section 9.21	Obligations of Releasing Shipper
Section 9.22	Refunds
Section 9.23	Administrative Costs
Section 9.24	Charges for use of Segmentation Point(s) or Secondary Point(s)
Section 9.25	Advertisements

Section 10	Imbalance Management
Section 10.1	Imbalances
Section 10.2	Imbalance Adjustments
Section 10.3	Operational Balancing Agreement
Section 10.4	Determination of Deliveries
Section 10.5	Cash-Out
Section 11	System Operational Parameters
Section 11.1	Monthly Operating Plan
Section 11.2	Critical Operating Procedures
Section 11.3	Operational Flow Orders
Section 11.4	Corrective Action by Transporter
Section 11.5	Force Majeure
Section 11.6	Alterations and Repairs
Section 12	Billing and Payment
Section 13	Fuel and L&U
Section 14	Penalties
Section 15	Revenue Sharing Mechanism
Section 16	Reservation Charge Credit
Section 17	Annual Charge Adjustment Surcharge
Section 18	Waivers
Section 19	Descriptive Heading
Section 20	Electronic Bulletin Board
Section 21	Affiliate-Related Information
Section 22	Peak Off-Peak Rates
Section 23	Docket No. RP16-1022 Settlement Provisions
Section 24	Taxes
Section 25	Indemnification/Liability
Section 26	Complaint Procedures
Section 27	Warranty
Section 28	Operational Purchases and Sales
Section 29	Curtailed (NGA Policy of 1978)
Section 30	Specified Delivery Points
Section 31	Electric Power Costs (EPC)
Section 32	Compliance with 18 CFR, Section 284.12
Section 33	Miscellaneous Surcharges

**Part V – Form of Service Agreements**

(Explanation of Agreement Tariff Sections)

Section 1	Rate Schedule TF-1
Section 2	Rate Schedule TF-4
Section 3	Rate Schedule TF-HP
Section 4	Rate Schedule NNT-1
Section 5	Rate Schedule NNT-2
Section 6	Rate Schedule TSB-Y
Section 7	Rate Schedule TSB-T
Section 8	Rate Schedule FS-1
Section 9	Rate Schedule FS-Y
Section 10	Rate Schedule FS-T
Section 11	Rate Schedule TI-1
Section 12	Rate Schedule TI-HP
Section 13	Rate Schedule PAL-1
Section 14	Rate Schedule APAL-1
Section 15	Rate Schedule IS
Section 16	Rate Schedule IS-Y
Section 17	Rate Schedule IS-T
Section 18	Rate Schedule SS-1
Section 19	Rate Schedule SS-HP
Section 20	Rate Schedule HSP-1
Section 21	Rate Schedule HUB-1
Section 22	Rate Schedule CS-1
Section 23	Rate Schedule PAL-HP

**Part VI – Illustrations**

Section 1	NNT and Firm Reservoir Integrity Limit
Section 2	CIG Available Daily Injection
Section 3	CIG Available Daily Withdrawal
Section 4	Young Available Daily Injection
Section 5	Young Available Daily Withdrawal
Section 6	Young Reservoir Integrity Limit
Section 7	Totem Daily Injection Quantity
Section 8	Totem Daily Withdrawal Quantity
Section 9	Totem Reservoir Integrity Limit
Section 10	Nomination Scheduling Timeline

**Part VII – Non-Conforming Agreements**

Section 1	Concord Energy LLC #214093-TF1CIG
Section 2	Pioneer Natural Gas Resources USA, Inc. #33615000
Section 3	Black Hills Utility Holdings, Inc. #33599000F
Section 4	Black Hills Utility Holdings, Inc. #33629000A
Section 5	Black Hills Utility Holdings, Inc. #33640000
Section 6	Colorado Springs Utilities #33247000
Section 7	Public Service Company of Colorado #31050000-NNT1CIG
Section 8	Noble Energy, Inc. #33179000-TF1CIG
Section 9	DCP Midstream Marketing, LLC #33674000A
Section 10	Anadarko Energy Services Company #33666000-TFHPCIG
Section 11	DCP Midstream Marketing, LLC # 33761000
Section 12	Anadarko Energy Services Company #213006-TF1CIG
<b>Section 13</b>	<b><u>Anadarko Energy Services Company #213526-TFHPCIG</u></b>

List of Non-Conforming Agreements:

Anadarko Energy Services Company #213006-TF1CIG  
**Anadarko Energy Services Company #213526-TFHPCIG**  
Anadarko Energy Services Company #33666000-TFHPCIG  
Black Hills Utility Holdings, Inc. TF-1 Agreement #33629000A  
Black Hills Utility Holdings, Inc. TF-1 Agreement #33599000F  
Black Hills Utility Holdings, Inc. #33640000  
Colorado Springs Utilities #33247000  
Concord Energy LLC #214093-TF1CIG  
DCP Midstream Marketing, LLC TF-HP Agreement #33674000A  
DCP Midstream Marketing, LLC TF-HP Agreement #33761000  
Noble Energy, Inc. TF-1 Agreement #33179000-TF1CIG  
Pioneer Natural Gas Resources USA, Inc. TF-1 Agreement #33615000B  
Public Service Company of Colorado NNT-1 Agreement #31050000-NNT1CIG

## NON-CONFORMING AGREEMENTS

### List of Non-Conforming Agreements

- Section 1 Concord Energy LLC #214093-TF1CIG
- Section 2 Pioneer Natural Gas Resources USA, Inc. #33615000-TF1CIG
- Section 3 Black Hills Utility Holdings, Inc. #33599000
- Section 4 Black Hills Utility Holdings, Inc. #33629000
- Section 5 Black Hills Utility Holdings, Inc. #33640000
- Section 6 Colorado Springs Utilities #33247000
- Section 7 Public Service Company of Colorado #31050000-NNT1CIG
- Section 8 Noble Energy, Inc. #33179000-TF1CIG
- Section 9 DCP Midstream Marketing, LLC #33674000A
- Section 10 Anadarko Energy Services Company #33666000-TFHPCIG
- Section 11 DCP Midstream Marketing, LLC #33761000
- Section 12 Anadarko Energy Services Company #213006-TF1CIG
- Section 13 Anadarko Energy Services Company #213526-TFHPCIG

Agreement No. 213526-TFHPCIG

FIRM TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE TF-HP

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

ANADARKO ENERGY SERVICES COMPANY  
(Shipper)

DATED: October 3, 2017



Agreement No. 213526-TFHPCIG

**Transportation Service Agreement**

Rate Schedule TF-HP

Dated: October 3, 2017

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

1. **Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.**
2. **Shipper: ANADARKO ENERGY SERVICES COMPANY**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary 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 in order to provide Transportation Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to the completion of facility modifications by Wyoming Interstate Company, L.L.C. ("WIC") as necessary to provide the off-system capacity included in this Agreement.

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 4.16 of the General Terms and Conditions of the Tariff.
8. **Negotiated Rate:** Yes  No
9. **Maximum Delivery Quantity (MDQ):**

MDQ  
(Dth/day)  
222,000

Effective  
See ¶10

Agreement No. 213526-TFHPCIG

10. **Term of Firm Transportation Service:** Beginning: The later of (i) the completion date of the WIC facility modifications described in paragraph 5, above, or (ii) October 1, 2018 (the "In-Service Date")

Ending: The later of December 31, 2033 or 15 years, 3 months after the In-Service Date

A contractual right of first refusal shall apply to this agreement, pursuant to Section 4.9 of the General Terms and Conditions of the Tariff.

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

**To Shipper:**

**Invoices:**

ANADARKO ENERGY SERVICES COMPANY  
P.O. BOX 1330  
HOUSTON, TX 77251-1330  
Attn: Accounts Payable

**All Notices:**

ANADARKO ENERGY SERVICES COMPANY  
P.O. BOX 1330  
HOUSTON, TX 77251-1330  
Attn: Contract Administration

**To Transporter:**

See "Points of Contact" in the Tariff.

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

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

IN WITNESS WHEREOF, the Parties 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:**

**COLORADO INTERSTATE GAS COMPANY,**  
**L.L.C.**

**ANADARKO ENERGY SERVICES COMPANY**

1

3

4

Accepted and agreed to this

6

day of \_\_\_\_\_, 2017.

Accepted and agreed to this

7 8

day of \_\_\_\_\_, 2017.

Agreement No. 213526-TFHPCIG

**EXHIBIT A**  
to  
**TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE TF-HP**  
between  
**COLORADO INTERSTATE GAS COMPANY, L.L.C.**  
and  
**ANADARKO ENERGY SERVICES COMPANY**  
 (Shipper)

DATED: October 3, 2017

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>Minimum Receipt Pressure (p.s.i.g.) (4)</u>	<u>Maximum Receipt Pressure (p.s.i.g.) (4)</u>
<u>800360 KERRMCGE/CIG (LAN) LANCASTER METER</u>	<u>222,000</u>	<u>Sufficient Pressures to Enter Transporter's Facilities</u>	<u>1270</u>

<u>Primary Point(s) of Delivery (1)</u>	<u>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</u>	<u>Minimum Delivery Pressure (p.s.i.g.) (4)</u>	<u>Maximum Delivery Pressure (p.s.i.g.) (4)</u>
<u>800716 WIC/CPG (TDC) THUNDER CHIEF</u>	<u>111,000</u>	<u>WIC's Line Pressure at this Location</u>	<u>1000</u>
<u>896002 TPC/WIC (DUL) DULLKNIFE</u>	<u>111,000</u>	<u>WIC's Line Pressure at this Location</u>	<u>1000</u>

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement 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 transportation service 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 5.4 of the General Terms and Conditions of the Tariff.

Agreement No. 213526-TFHPCIG

**EXHIBIT B**  
to  
**TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE TF-HP**  
between  
**COLORADO INTERSTATE GAS COMPANY, L.L.C.**  
and  
**ANADARKO ENERGY SERVICES COMPANY**  
 (Shipper)

DATED: October 3, 2017

<u>Primary Point(s) of Receipt</u>	<u>Primary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (1) (4)</u>	<u>Commodity Rate (4)</u>	<u>Authorized Overrun Rate</u>	<u>Fuel Reimbursement (4)</u>	<u>Surcharges</u>
<u>As listed on Exhibit A</u>	<u>As listed on Exhibit A</u>	<u>(See ¶19)</u>	<u>(1a)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>

<u>Primary and Secondary Point(s) of Receipt</u>	<u>Primary and Secondary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (1) (4)</u>	<u>Commodity Rate (4)</u>	<u>Fuel Reimbursement (4)</u>	<u>Surcharges</u>
	<u>All existing and new High Plains Points of Delivery</u>					
	<u>896002 Dullknife (DUL)</u>					
	<u>800716 Thunder Chief (TDC)</u>					
<u>All existing and new High Plains Points of Receipt</u>	<u>800184 Curley (CUR)</u>	<u>(See ¶19)</u>	<u>(1a)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
	<u>800104 Bowie (BOW)</u>					
	<u>896021 Rockport (RKP)</u>					
	<u>896018 Little Wolf (LTW)</u>					
	<u>896026 Owl Creek (OWL)</u>					
	<u>896084 Sitting Bull (STB)</u>					
	<u>800212 Dover (DOV)</u>					
	<u>800245 Flying Hawk (FLY)</u>					
<u>All Other</u>	<u>All Other</u>	<u>(See ¶19)</u>	<u>(1b)</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 TF-HP or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rates shall be payable regardless of quantities transported. All entitlement or quantities scheduled by Transporter on the CIG mainline or North Raton Lateral facilities shall be subject, as applicable, to the appropriate mainline and/or the North Raton Lateral incremental reservation and commodity rates.

Agreement No. 213526-TFHPCIG

**EXHIBIT B (Cont.)**

Notes:

(1a) As provided in Section 4.14 of the General Terms and Conditions of Transporter's Tariff, the Parties agree, the rate for service shall be a negotiated reservation rate of \$3.6500 per Dth per month, which shall be payable regardless of quantities transported. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule TF-HP that is attributable to such costs.

(1b) Service utilizing other secondary points shall be at the negotiated rate described in Note (1a) above, plus any incremental charge for service, as stated on Part II: Statement of Rates in the Tariff, on the CIG mainline or North Raton Lateral or any other secondary point of delivery using the off-system capacity on WIC.

(2) Fuel Reimbursement shall be as stated on Part II: 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 Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

**High Plains Gas Quality Control Surcharge:**

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

**ACA:**

The ACA surcharge shall be assessed pursuant to Section 17.2 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 pursuant to Section 4.3 of the General Terms and Conditions of the Tariff. If incrementally priced facilities are used on a secondary basis the charge for service should also include the incremental rate.