Colorado Interstate Gas Company, L.L.C. FERC Gas Tariff Second Revised Volume No. 1

Part II: Stmt. of Rates Section 4.1 - Reserved Version 5.0.0

Reserved for Future Use

Colorado Interstate Gas Company, L.L.C. Part VII: Non-Conforming FERC Gas Tariff Section 10 - Anadarko Energy Services Co #33666000-TFHPCIG Second Revised Volume No. 1 Version 3.0.0

FIRM TRANSPORTATION SERVICE AGREEMENT RATE SCHEDULE TF-HP

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

ANADARKO ENERGY SERVICES COMPANY

(Shipper)

DATED: March 22, 2023

Colorado Interstate Gas Company, L.L.C. Part VII: Non-Conforming FERC Gas Tariff Section 10 - Anadarko Energy Services Co #33666000-TFHPCIG Second Revised Volume No. 1 Version 3.0.0

Agreement No. 33666000-TFHPCIG

Transportation Service Agreement

Rate Schedule TF-HP

Dated: March 22, 2023

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Incorporation by Reference:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff").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.
- 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 _X__
- 9. Maximum Delivery Quantity (MDQ):

MDQ (Dth/day)	Effective
178,000	May 1, 2024 - April 30, 2029

10. **Term of High Plains Firm Transportation Service**: Beginning: May 1, 2014

Ending: April 30, 2029

Colorado Interstate Gas Company, L.L.C. Part VII: Non-Conforming FERC Gas Tariff Section 10 - Anadarko Energy Services Co #33666000-TFHPCIG Second Revised Volume No. 1 Version 3.0.0

Agreement No. 33666000-TFHPCIG

11. Notices, Statements, and Bills:

To Shipper:

Invoices:

ANADARKO ENERGY SERVICES COMPANY

P.O. Box 27570

Houston, TX 77227-7570 Attn: Marketing Accounting

Attn: Contract Administration

All Notices:

ANADARKO ENERGY SERVICES COMPANY 5 Greenway Plaza Suite 110 Houston, TX 77046

To Transporter:

See "Points of Contact" in the Tariff.

- 12. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on May 1, 2024: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 33666000-TFHPCIG, last amended on September 1, 2022.
- 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
Accepted and agreed to this	Accepted and agreed to this
day of, 2023.	, day of, 2023.

Agreement No. 33666000-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: March 22, 2023

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

Effective Dates: (See ¶9)

Primary Point(s) of		
Receipt Quantity	Minimum Receipt	Maximum Receipt
(Dth per Day) (2)	Pressure (p.s.i.g.) (4)	Pressure (p.s.i.g.) (4)
	Sufficient Pressure to	
	Enter Transporter's	
178,000	Facilities	1,270
Primary Point(s) of		
Delivery Quantity	Minimum Delivery	Maximum Delivery
(Dth per Day) (3)	Pressure (p.s.i.g.) (4)	Pressure (p.s.i.g.) (4)
178.000	935	1.200
	Receipt Quantity (Dth per Day) (2) 178,000 Primary Point(s) of Delivery Quantity (Dth per Day) (3)	Receipt Quantity (Dth per Day) (2) Sufficient Pressure (p.s.i.g.) (4) Sufficient Pressure to Enter Transporter's Facilities Primary Point(s) of Delivery Quantity (Dth per Day) (3) Minimum Delivery Pressure (p.s.i.g.) (4)

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. 33666000-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: March 22, 2023

DATED: March 22, 2023											
Primary	Primary		December	0	A 41 - 1 - 1	5					
Point(s) of	Point(s) of	Effective	Reservation	Commodity	Authorized	Fuel					
Receipt	Delivery	Dates	Rate (4)	Rate (4)	Overrun Rate	Reimbursement (4)	Surcharges				
As listed on Exhibit A	As listed on Exhibit A	(See ¶9)	(1)	(1)	(1)	(2)	(3)				
D: /	D: /										
Primary and	Primary and										
Secondary	Secondary				Authorized						
Point(s) of	Point(s) of	Effective	Reservation	Commodity	Overrun	Fuel					
Receipt	Delivery	Dates	Rate (4)	Rate (4)	Rate	Reimbursement (4)	Surcharges				
All	All	(See ¶9)	(1)	(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 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.
- (2) Fuel Reimbursement shall be as stated on Transporter's Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Transporter agrees that in the event the High Plains capacity is increased through the addition of compression, Transporter shall seek incremental fuel charges on the expansion capacity.

(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, which provides that deliveries to Flying Hawk (FLY) will not be assessed this surcharge. Reservation rates 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.