

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6562 **COMPANY NAME:** SPRINGFIELD PIPELINE LLC

TARIFF CODE: TM **RRC TARIFF NO:** 23721

DESCRIPTION: Transmission Miscellaneous **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: 03/01/2008 **RECEIVED DATE:** 04/10/2019

INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:** 03/01/2020

INACTIVE DATE: **AMENDMENT DATE:** 01/01/2016

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): Filing 2019 rates

PREPARER - PERSON FILING

RRC NO: 699 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Tamara **MIDDLE:** **LAST NAME:** Brown

TITLE: Commercial Contract Analyst

ADDRESS LINE 1: 1201 Lake Robbins Drive

ADDRESS LINE 2:

CITY: The Woodlands **STATE:** TX **ZIP:** 77380 **ZIP4:**

AREA CODE: 832 **PHONE NO:** 636-2643 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
38108	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6562	COMPANY NAME: SPRINGFIELD PIPELINE LLC
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TARIFF CODE: TM	RRC TARIFF NO: 23721
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
9213	<p>Gatherer will use a cost of service calculation methodology (COS) to determine the Commodity Rate to be charged to all Base Shippers for all Gas delivered by such Base Shippers to receipt point(s) on the System (including the Receipt Point(s)). The Commodity Rate will be calculated and applied on a per Mcf basis to each of the Base Shippers. For the avoidance of doubt, all CapEx, costs and expenses related to the Base Shippers, whether attributable to one or more of such Base Shippers, shall be included in the COS. The Commodity Rate will be determined by performing a discounted cash flow calculation for the FCF Period in which all FCF plus the Terminal Value of the System will be discounted back to Time Zero while achieving the Targeted Before Tax Rate of Return. The FCF Period shall always begin with Time Zero. Mid-period discounting shall be applied, meaning that cash flows are assumed to exist in the middle of the period, or partial period if applicable. For a period equaling a full year, the cash flows are assumed to exist at July 1st. For periods less than a full year, cash flows are assumed to exist at the midpoint of the partial year remaining. For purposes of the discounted cash flow calculation, (i) the Initial Capital will be included in the CapEx for calendar year 2010, and (ii) Well Connect Capital shall only be included in Capital Expenditures through the end of calendar year 2015, and excluded thereafter. The spreadsheet included in Part III of this Exhibit G illustrates the COS calculation methodology, but does not constitute a formal or binding model with respect to the Commodity Rate determination. Each January during the Primary Term, Gatherer will reevaluate the Commodity Rate to determine whether prospective adjustments need to be made to maintain the Targeted Before Tax Rate of Return for the discounted cash flow calculation for the FCF Period. To do this, Gatherer will input actual data (including Volume) for years which have lapsed since Time Zero and input forecasted data (including Volume) for remaining years. If the calculated Before Tax Rate of Return does not equal the Targeted Before Tax Rate of Return, then the forecasted Commodity Rate shall be adjusted. Any adjusted Commodity Rate will be applied to all Gas at the applicable Receipt Point(s) effective with January 1st production of the year in which the Commodity Rate is adjusted and all subsequent years thereafter until the earlier of a) the end of the Primary Term, or b) year in which the Commodity Rate is subsequently adjusted pursuant to this calculation methodology. If, at the earlier of (i) the end of the Primary Term, or the (ii) termination of this Agreement if occurring prior to the end of the Primary Term, Gatherer's Before Tax Rate of Return is less than the Targeted Before Tax Rate of Return, then Shipper agrees to remit to Gatherer, within thirty (30) Days of receipt of Gatherer's invoice, its proportionate share of a onetime cash payment payable by the Base Shippers equal to the amount necessary for Gatherer to achieve the Targeted Before Tax Rate of Return (the IRR Payment). Shipper's proportionate share of the IRR Payment shall equal the product of: (i) the average of Shipper's MVC Allocation Percentage then in effect at the end of the Primary Term or the earlier termination of this Agreement, and Shipper's MVC Allocation Percentage for each of the immediately prior two (2) Contract Year(s), multiplied by, (ii) the IRR Payment. If this Agreement terminates prior to the end of the Primary Term, and one or more of the other Base Shipper Agreements remain in effect, the IRR Payment will be calculated on the basis as if all of the Base Shipper Agreements were terminating at such time, for purposes of calculating Shipper's proportionate share of such IRR Payment. Gatherer will use its reasonable judgment and acceptable industry practices to determine said Commodity Rate using the guidelines provided above to determine individual components of the calculation methodology. The guidelines above are not meant to be all inclusive.</p>

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6562 COMPANY NAME: SPRINGFIELD PIPELINE LLC

TARIFF CODE: TM RRC TARIFF NO: 23721

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
94136	D	MCF	\$.5200	07/01/2017	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38108	**CONFIDENTIAL**			
94136	D	MCF	\$.5880	01/01/2019	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38108	**CONFIDENTIAL**			
94137	D	MCF	\$.5200	07/01/2017	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38108	**CONFIDENTIAL**			
94137	D	MCF	\$.5880	01/01/2019	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38108	**CONFIDENTIAL**			
94138	D	MCF	\$.5200	07/01/2017	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38108	**CONFIDENTIAL**			
94138	D	MCF	\$.5880	01/01/2019	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38108	**CONFIDENTIAL**			
94139	D	MCF	\$.5200	07/01/2017	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38108	**CONFIDENTIAL**			
94139	D	MCF	\$.5880	01/01/2019	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38108	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
J	Compression	
I	Gathering	
M	Other(with detailed explanation)	treating and dehydration

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6562 COMPANY NAME: SPRINGFIELD PIPELINE LLC**TARIFF CODE: TM RRC TARIFF NO: 23721****TUC APPLICABILITY****FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6562 **COMPANY NAME:** SPRINGFIELD PIPELINE LLC

TARIFF CODE: TM **RRC TARIFF NO:** 31021

DESCRIPTION: Transmission Miscellaneous **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: 06/01/2017 **RECEIVED DATE:** 04/10/2019

INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:** 03/01/2020

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): Filing 2019 rates

PREPARER - PERSON FILING

RRC NO: 699 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Tamara **MIDDLE:** **LAST NAME:** Brown

TITLE: Commercial Contract Analyst

ADDRESS LINE 1: 1201 Lake Robbins Drive

ADDRESS LINE 2:

CITY: The Woodlands **STATE:** TX **ZIP:** 77380 **ZIP4:**

AREA CODE: 832 **PHONE NO:** 636-2643 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
37642	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6562	COMPANY NAME: SPRINGFIELD PIPELINE LLC
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TARIFF CODE: TM	RRC TARIFF NO: 31021
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
21083	<p>Gatherer will use a cost of service calculation methodology (COS) to determine the Commodity Rate to be charged to all Base Shippers for all Gas delivered by such Base Shippers to receipt point(s) on the System (including the Receipt Point(s)). The Commodity Rate will be calculated and applied on a per Mcf basis to each of the Base Shippers. For the avoidance of doubt, all CapEx, costs and expenses related to the Base Shippers, whether attributable to one or more of such Base Shippers, shall be included in the COS. The Commodity Rate will be determined by performing a discounted cash flow calculation for the FCF Period in which all FCF plus the Terminal Value of the System will be discounted back to Time Zero while achieving the Targeted Before Tax Rate of Return. The FCF Period shall always begin with Time Zero. Mid-period discounting shall be applied, meaning that cash flows are assumed to exist in the middle of the period, or partial period if applicable. For a period equaling a full year, the cash flows are assumed to exist at July 1st. For periods less than a full year, cash flows are assumed to exist at the midpoint of the partial year remaining. For purposes of the discounted cash flow calculation, (i) the Initial Capital will be included in the CapEx for calendar year 2010, and (ii) Well Connect Capital shall only be included in Capital Expenditures through the end of calendar year 2015, and excluded thereafter. The spreadsheet included in Part III of this Exhibit G illustrates the COS calculation methodology, but does not constitute a formal or binding model with respect to the Commodity Rate determination. Each January during the Primary Term, Gatherer will reevaluate the Commodity Rate to determine whether prospective adjustments need to be made to maintain the Targeted Before Tax Rate of Return for the discounted cash flow calculation for the FCF Period. To do this, Gatherer will input actual data (including Volume) for years which have lapsed since Time Zero and input forecasted data (including Volume) for remaining years. If the calculated Before Tax Rate of Return does not equal the Targeted Before Tax Rate of Return, then the forecasted Commodity Rate shall be adjusted. Any adjusted Commodity Rate will be applied to all Gas at the applicable Receipt Point(s) effective with January 1st production of the year in which the Commodity Rate is adjusted and all subsequent years thereafter until the earlier of a) the end of the Primary Term, or b) year in which the Commodity Rate is subsequently adjusted pursuant to this calculation methodology. If, at the earlier of (i) the end of the Primary Term, or the (ii) termination of this Agreement if occurring prior to the end of the Primary Term, Gatherer's Before Tax Rate of Return is less than the Targeted Before Tax Rate of Return, then Shipper agrees to remit to Gatherer, within thirty (30) Days of receipt of Gatherer's invoice, its proportionate share of a onetime cash payment payable by the Base Shippers equal to the amount necessary for Gatherer to achieve the Targeted Before Tax Rate of Return (the IRR Payment). Shipper's proportionate share of the IRR Payment shall equal the product of: (i) the average of Shipper's MVC Allocation Percentage then in effect at the end of the Primary Term or the earlier termination of this Agreement, and Shipper's MVC Allocation Percentage for each of the immediately prior two (2) Contract Year(s), multiplied by, (ii) the IRR Payment. If this Agreement terminates prior to the end of the Primary Term, and one or more of the other Base Shipper Agreements remain in effect, the IRR Payment will be calculated on the basis as if all of the Base Shipper Agreements were terminating at such time, for purposes of calculating Shipper's proportionate share of such IRR Payment. Gatherer will use its reasonable judgment and acceptable industry practices to determine said Commodity Rate using the guidelines provided above to determine individual components of the calculation methodology. The guidelines above are not meant to be all inclusive.</p>

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6562 COMPANY NAME: SPRINGFIELD PIPELINE LLC

TARIFF CODE: TM RRC TARIFF NO: 31021

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
94136	D	MCF	\$.5200	07/01/2017	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	37642	**CONFIDENTIAL**			
94136	D	MCF	\$.5880	01/01/2019	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	37642	**CONFIDENTIAL**			
94137	D	MCF	\$.5200	07/01/2017	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	37642	**CONFIDENTIAL**			
94137	D	MCF	\$.5880	01/01/2019	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	37642	**CONFIDENTIAL**			
94138	D	MCF	\$.5200	07/01/2017	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	37642	**CONFIDENTIAL**			
94138	D	MCF	\$.5880	01/01/2019	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	37642	**CONFIDENTIAL**			
94139	D	MCF	\$.5200	07/01/2017	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	37642	**CONFIDENTIAL**			
94139	D	MCF	\$.5880	01/01/2019	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	37642	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
J	Compression	
I	Gathering	
M	Other(with detailed explanation)	treating and dehydration

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6562 COMPANY NAME: SPRINGFIELD PIPELINE LLC**TARIFF CODE: TM RRC TARIFF NO: 31021****TUC APPLICABILITY****FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6562 **COMPANY NAME:** SPRINGFIELD PIPELINE LLC

TARIFF CODE: TM **RRC TARIFF NO:** 31022

DESCRIPTION: Transmission Miscellaneous **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: 03/01/2011 **RECEIVED DATE:** 04/10/2019

INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:** 03/01/2020

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): Filing 2019 rates

PREPARER - PERSON FILING

RRC NO: 699 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Tamara **MIDDLE:** **LAST NAME:** Brown

TITLE: Commercial Contract Analyst

ADDRESS LINE 1: 1201 Lake Robbins Drive

ADDRESS LINE 2:

CITY: The Woodlands **STATE:** TX **ZIP:** 77380 **ZIP4:**

AREA CODE: 832 **PHONE NO:** 636-2643 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
38299	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6562	COMPANY NAME: SPRINGFIELD PIPELINE LLC
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TARIFF CODE: TM	RRC TARIFF NO: 31022
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
9530	<p>Gatherer will use a cost of service calculation methodology (COS) to determine the Commodity Rate to be charged to all Base Shippers for all Gas delivered by such Base Shippers to receipt point(s) on the System (including the Receipt Point(s)). The Commodity Rate will be calculated and applied on a per Mcf basis to each of the Base Shippers. For the avoidance of doubt, all CapEx, costs and expenses related to the Base Shippers, whether attributable to one or more of such Base Shippers, shall be included in the COS. The Commodity Rate will be determined by performing a discounted cash flow calculation for the FCF Period in which all FCF plus the Terminal Value of the System will be discounted back to Time Zero while achieving the Targeted Before Tax Rate of Return. The FCF Period shall always begin with Time Zero. Mid-period discounting shall be applied, meaning that cash flows are assumed to exist in the middle of the period, or partial period if applicable. For a period equaling a full year, the cash flows are assumed to exist at July 1st. For periods less than a full year, cash flows are assumed to exist at the midpoint of the partial year remaining. For purposes of the discounted cash flow calculation, (i) the Initial Capital will be included in the CapEx for calendar year 2010, and (ii) Well Connect Capital shall only be included in Capital Expenditures through the end of calendar year 2015, and excluded thereafter. The spreadsheet included in Part III of this Exhibit G illustrates the COS calculation methodology, but does not constitute a formal or binding model with respect to the Commodity Rate determination. Each January during the Primary Term, Gatherer will reevaluate the Commodity Rate to determine whether prospective adjustments need to be made to maintain the Targeted Before Tax Rate of Return for the discounted cash flow calculation for the FCF Period. To do this, Gatherer will input actual data (including Volume) for years which have lapsed since Time Zero and input forecasted data (including Volume) for remaining years. If the calculated Before Tax Rate of Return does not equal the Targeted Before Tax Rate of Return, then the forecasted Commodity Rate shall be adjusted. Any adjusted Commodity Rate will be applied to all Gas at the applicable Receipt Point(s) effective with January 1st production of the year in which the Commodity Rate is adjusted and all subsequent years thereafter until the earlier of a) the end of the Primary Term, or b) year in which the Commodity Rate is subsequently adjusted pursuant to this calculation methodology. If, at the earlier of (i) the end of the Primary Term, or the (ii) termination of this Agreement if occurring prior to the end of the Primary Term, Gatherer's Before Tax Rate of Return is less than the Targeted Before Tax Rate of Return, then Shipper agrees to remit to Gatherer, within thirty (30) Days of receipt of Gatherer's invoice, its proportionate share of a onetime cash payment payable by the Base Shippers equal to the amount necessary for Gatherer to achieve the Targeted Before Tax Rate of Return (the IRR Payment). Shipper's proportionate share of the IRR Payment shall equal the product of: (i) the average of Shipper's MVC Allocation Percentage then in effect at the end of the Primary Term or the earlier termination of this Agreement, and Shipper's MVC Allocation Percentage for each of the immediately prior two (2) Contract Year(s), multiplied by, (ii) the IRR Payment. If this Agreement terminates prior to the end of the Primary Term, and one or more of the other Base Shipper Agreements remain in effect, the IRR Payment will be calculated on the basis as if all of the Base Shipper Agreements were terminating at such time, for purposes of calculating Shipper's proportionate share of such IRR Payment. Gatherer will use its reasonable judgment and acceptable industry practices to determine said Commodity Rate using the guidelines provided above to determine individual components of the calculation methodology. The guidelines above are not meant to be all inclusive.</p>

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6562 COMPANY NAME: SPRINGFIELD PIPELINE LLC

TARIFF CODE: TM RRC TARIFF NO: 31022

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
94136	D	MCF	\$.5200	07/01/2017	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38299	**CONFIDENTIAL**			
94136	D	MCF	\$.5880	01/01/2019	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38299	**CONFIDENTIAL**			
94137	D	MCF	\$.5200	07/01/2017	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38299	**CONFIDENTIAL**			
94137	D	MCF	\$.5880	01/01/2019	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38299	**CONFIDENTIAL**			
94138	D	MCF	\$.5200	07/01/2017	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38299	**CONFIDENTIAL**			
94138	D	MCF	\$.5880	01/01/2019	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38299	**CONFIDENTIAL**			
94139	D	MCF	\$.5200	07/01/2017	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38299	**CONFIDENTIAL**			
94139	D	MCF	\$.5880	01/01/2019	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38299	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
J	Compression	
I	Gathering	
M	Other(with detailed explanation)	treating and dehydration

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6562 COMPANY NAME: SPRINGFIELD PIPELINE LLC**TARIFF CODE: TM RRC TARIFF NO: 31022****TUC APPLICABILITY****FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6562 **COMPANY NAME:** SPRINGFIELD PIPELINE LLC

TARIFF CODE: TM **RRC TARIFF NO:** 31023

DESCRIPTION: Transmission Miscellaneous **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: 01/01/2011 **RECEIVED DATE:** 04/10/2019

INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:** 03/01/2020

INACTIVE DATE: **AMENDMENT DATE:** 02/01/2017

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): Filing 2019 rates

PREPARER - PERSON FILING

RRC NO: 699 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Tamara **MIDDLE:** **LAST NAME:** Brown

TITLE: Commercial Contract Analyst

ADDRESS LINE 1: 1201 Lake Robbins Drive

ADDRESS LINE 2:

CITY: The Woodlands **STATE:** TX **ZIP:** 77380 **ZIP4:**

AREA CODE: 832 **PHONE NO:** 636-2643 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
38298	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6562	COMPANY NAME: SPRINGFIELD PIPELINE LLC
-----------------------	-----------------------------------------------

TARIFF CODE: TM	RRC TARIFF NO: 31023
------------------------	-----------------------------

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
9223	<p>Gatherer will use a cost of service calculation methodology (COS) to determine the Commodity Rate to be charged to all Base Shippers for all Gas delivered by such Base Shippers to receipt point(s) on the System (including the Receipt Point(s)). The Commodity Rate will be calculated and applied on a per Mcf basis to each of the Base Shippers. For the avoidance of doubt, all CapEx, costs and expenses related to the Base Shippers, whether attributable to one or more of such Base Shippers, shall be included in the COS. The Commodity Rate will be determined by performing a discounted cash flow calculation for the FCF Period in which all FCF plus the Terminal Value of the System will be discounted back to Time Zero while achieving the Targeted Before Tax Rate of Return. The FCF Period shall always begin with Time Zero. Mid-period discounting shall be applied, meaning that cash flows are assumed to exist in the middle of the period, or partial period if applicable. For a period equaling a full year, the cash flows are assumed to exist at July 1st. For periods less than a full year, cash flows are assumed to exist at the midpoint of the partial year remaining. For purposes of the discounted cash flow calculation, (i) the Initial Capital will be included in the CapEx for calendar year 2010, and (ii) Well Connect Capital shall only be included in Capital Expenditures through the end of calendar year 2015, and excluded thereafter. The spreadsheet included in Part III of this Exhibit G illustrates the COS calculation methodology, but does not constitute a formal or binding model with respect to the Commodity Rate determination. Each January during the Primary Term, Gatherer will reevaluate the Commodity Rate to determine whether prospective adjustments need to be made to maintain the Targeted Before Tax Rate of Return for the discounted cash flow calculation for the FCF Period. To do this, Gatherer will input actual data (including Volume) for years which have lapsed since Time Zero and input forecasted data (including Volume) for remaining years. If the calculated Before Tax Rate of Return does not equal the Targeted Before Tax Rate of Return, then the forecasted Commodity Rate shall be adjusted. Any adjusted Commodity Rate will be applied to all Gas at the applicable Receipt Point(s) effective with January 1st production of the year in which the Commodity Rate is adjusted and all subsequent years thereafter until the earlier of a) the end of the Primary Term, or b) year in which the Commodity Rate is subsequently adjusted pursuant to this calculation methodology. If, at the earlier of (i) the end of the Primary Term, or the (ii) termination of this Agreement if occurring prior to the end of the Primary Term, Gatherer's Before Tax Rate of Return is less than the Targeted Before Tax Rate of Return, then Shipper agrees to remit to Gatherer, within thirty (30) Days of receipt of Gatherer's invoice, its proportionate share of a onetime cash payment payable by the Base Shippers equal to the amount necessary for Gatherer to achieve the Targeted Before Tax Rate of Return (the IRR Payment). Shipper's proportionate share of the IRR Payment shall equal the product of: (i) the average of Shipper's MVC Allocation Percentage then in effect at the end of the Primary Term or the earlier termination of this Agreement, and Shipper's MVC Allocation Percentage for each of the immediately prior two (2) Contract Year(s), multiplied by, (ii) the IRR Payment. If this Agreement terminates prior to the end of the Primary Term, and one or more of the other Base Shipper Agreements remain in effect, the IRR Payment will be calculated on the basis as if all of the Base Shipper Agreements were terminating at such time, for purposes of calculating Shipper's proportionate share of such IRR Payment. Gatherer will use its reasonable judgment and acceptable industry practices to determine said Commodity Rate using the guidelines provided above to determine individual components of the calculation methodology. The guidelines above are not meant to be all inclusive.</p>

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6562 **COMPANY NAME: SPRINGFIELD PIPELINE LLC**

TARIFF CODE: TM **RRC TARIFF NO: 31023**

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
94138	D	MCF	\$,5880	01/01/2019	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38298	**CONFIDENTIAL**			
94139	D	MCF	\$,5200	07/01/2017	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38298	**CONFIDENTIAL**			
94139	D	MCF	\$,5880	01/01/2019	Y
DESCRIPTION: **CONFIDENTIAL**					
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94136	D	MCF	\$,5200	07/01/2017	Y
DESCRIPTION: **CONFIDENTIAL**					
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DESCRIPTION: **CONFIDENTIAL**					
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94137	D	MCF	\$,5200	07/01/2017	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38298	**CONFIDENTIAL**			
94137	D	MCF	\$,5880	01/01/2019	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38298	**CONFIDENTIAL**			
94138	D	MCF	\$,5200	07/01/2017	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38298	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
J	Compression	
I	Gathering	
M	Other(with detailed explanation)	treating and dehydration

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6562 COMPANY NAME: SPRINGFIELD PIPELINE LLC**TARIFF CODE: TM RRC TARIFF NO: 31023****TUC APPLICABILITY****FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6562 **COMPANY NAME:** SPRINGFIELD PIPELINE LLC

TARIFF CODE: TM **RRC TARIFF NO:** 31024

DESCRIPTION: Transmission Miscellaneous **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: 03/01/2008 **RECEIVED DATE:** 04/10/2019

INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:** 03/01/2020

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): Filing 2019 rates

PREPARER - PERSON FILING

RRC NO: 699 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Tamara **MIDDLE:** **LAST NAME:** Brown

TITLE: Commercial Contract Analyst

ADDRESS LINE 1: 1201 Lake Robbins Drive

ADDRESS LINE 2:

CITY: The Woodlands **STATE:** TX **ZIP:** 77380 **ZIP4:**

AREA CODE: 832 **PHONE NO:** 636-2643 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
38297	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6562	COMPANY NAME: SPRINGFIELD PIPELINE LLC
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TARIFF CODE: TM	RRC TARIFF NO: 31024
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
9016	<p>Gatherer will use a cost of service calculation methodology (COS) to determine the Commodity Rate to be charged to all Base Shippers for all Gas delivered by such Base Shippers to receipt point(s) on the System (including the Receipt Point(s)). The Commodity Rate will be calculated and applied on a per Mcf basis to each of the Base Shippers. For the avoidance of doubt, all CapEx, costs and expenses related to the Base Shippers, whether attributable to one or more of such Base Shippers, shall be included in the COS. The Commodity Rate will be determined by performing a discounted cash flow calculation for the FCF Period in which all FCF plus the Terminal Value of the System will be discounted back to Time Zero while achieving the Targeted Before Tax Rate of Return. The FCF Period shall always begin with Time Zero. Mid-period discounting shall be applied, meaning that cash flows are assumed to exist in the middle of the period, or partial period if applicable. For a period equaling a full year, the cash flows are assumed to exist at July 1st. For periods less than a full year, cash flows are assumed to exist at the midpoint of the partial year remaining. For purposes of the discounted cash flow calculation, (i) the Initial Capital will be included in the CapEx for calendar year 2010, and (ii) Well Connect Capital shall only be included in Capital Expenditures through the end of calendar year 2015, and excluded thereafter. The spreadsheet included in Part III of this Exhibit G illustrates the COS calculation methodology, but does not constitute a formal or binding model with respect to the Commodity Rate determination. Each January during the Primary Term, Gatherer will reevaluate the Commodity Rate to determine whether prospective adjustments need to be made to maintain the Targeted Before Tax Rate of Return for the discounted cash flow calculation for the FCF Period. To do this, Gatherer will input actual data (including Volume) for years which have lapsed since Time Zero and input forecasted data (including Volume) for remaining years. If the calculated Before Tax Rate of Return does not equal the Targeted Before Tax Rate of Return, then the forecasted Commodity Rate shall be adjusted. Any adjusted Commodity Rate will be applied to all Gas at the applicable Receipt Point(s) effective with January 1st production of the year in which the Commodity Rate is adjusted and all subsequent years thereafter until the earlier of a) the end of the Primary Term, or b) year in which the Commodity Rate is subsequently adjusted pursuant to this calculation methodology. If, at the earlier of (i) the end of the Primary Term, or the (ii) termination of this Agreement if occurring prior to the end of the Primary Term, Gatherer's Before Tax Rate of Return is less than the Targeted Before Tax Rate of Return, then Shipper agrees to remit to Gatherer, within thirty (30) Days of receipt of Gatherer's invoice, its proportionate share of a onetime cash payment payable by the Base Shippers equal to the amount necessary for Gatherer to achieve the Targeted Before Tax Rate of Return (the IRR Payment). Shipper's proportionate share of the IRR Payment shall equal the product of: (i) the average of Shipper's MVC Allocation Percentage then in effect at the end of the Primary Term or the earlier termination of this Agreement, and Shipper's MVC Allocation Percentage for each of the immediately prior two (2) Contract Year(s), multiplied by, (ii) the IRR Payment. If this Agreement terminates prior to the end of the Primary Term, and one or more of the other Base Shipper Agreements remain in effect, the IRR Payment will be calculated on the basis as if all of the Base Shipper Agreements were terminating at such time, for purposes of calculating Shipper's proportionate share of such IRR Payment. Gatherer will use its reasonable judgment and acceptable industry practices to determine said Commodity Rate using the guidelines provided above to determine individual components of the calculation methodology. The guidelines above are not meant to be all inclusive.</p>

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6562 COMPANY NAME: SPRINGFIELD PIPELINE LLC

TARIFF CODE: TM RRC TARIFF NO: 31024

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
94136	D	MCF	\$.5200	07/01/2017	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38297	**CONFIDENTIAL**			
94136	D	MCF	\$.5880	01/01/2019	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38297	**CONFIDENTIAL**			
94137	D	MCF	\$.5200	07/01/2017	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38297	**CONFIDENTIAL**			
94137	D	MCF	\$.5880	01/01/2019	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38297	**CONFIDENTIAL**			
94138	D	MCF	\$.5200	07/01/2017	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38297	**CONFIDENTIAL**			
94138	D	MCF	\$.5880	01/01/2019	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38297	**CONFIDENTIAL**			
94139	D	MCF	\$.5200	07/01/2017	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38297	**CONFIDENTIAL**			
94139	D	MCF	\$.5880	01/01/2019	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	38297	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
J	Compression	
I	Gathering	
M	Other(with detailed explanation)	treating and dehydration

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6562 COMPANY NAME: SPRINGFIELD PIPELINE LLC**TARIFF CODE: TM RRC TARIFF NO: 31024****TUC APPLICABILITY****FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

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