August 17, 2017

CIMARRON RIVER PIPELINE, LLC ANNOUNCES OPEN SEASON FOR FIRM NATURAL GAS TRANSPORTATION SERVICE ON THE CIMARRON EXPANSION PROJECT

Cimarron River Pipeline, LLC ("Cimarron"), a subsidiary of DCP Midstream, LP ("DCP"), hereby announces the commencement of a binding open season ("Open Season") for firm transportation service under its existing Rate Schedule FT to be made available through the construction of certain facilities ("Cimarron Expansion") that Cimarron intends to seek authorization to construct from the Federal Energy Regulatory Commission ("FERC") and other applicable governmental authorities. The Cimarron Expansion will provide up to 631,000 Dth per day of capacity from existing and new Points of Receipt to a new Point of Delivery at the National Helium Gas Processing Plant in Seward County, Kansas. The Project is expected to be in-service as early as July 1, 2019, to support the demand for liquids-rich natural gas transportation service in the region.

Cimarron is soliciting binding bids for FT capacity with service commencing on the later of July 1, 2019 or the date the Cimarron Expansion is placed in service. The Open Season will commence at 12:00 p.m. CCT on Thursday, August 17, 2017 and end at 12:00 p.m. CCT on Monday, September 11, 2017. To be considered, interested parties must submit via e-mail a completed Open Season Service Request Form ("Service Request Form") (Exhibit B) and information regarding creditworthiness, as described more fully herein, before the Open Season closes to:

Jack Beckham
Director, Business Development
Cimarron River Pipeline, LLC
(713) 735-5625
JABeckham@dcpmidstream.com

Background:

The Cimarron Expansion will include (i) extending Cimarron’s pipeline system approximately 48 miles north from Cimarron’s Beaver Compressor Station in Beaver County, Oklahoma to the National Helium Gas Processing Plant in Seward County, Kansas, by constructing new 20- and 30-inch-diameter pipelines and associated appurtenant facilities and (ii) accessing new receipt areas by leasing approximately 21 miles of existing, currently idle pipeline in Texas and Beaver Counties, Oklahoma, from Southern Star Central Gas Pipeline, Inc. that will be operated as part of Cimarron’s existing interstate natural gas pipeline system.
Cimarron has reached agreement with one Anchor Shipper that provides sufficient market support for the Cimarron Expansion.

A map of Cimarron’s existing system and the Cimarron Expansion is attached as Exhibit A to this Open Season notice. The Primary Point(s) of Receipt may be any existing Point(s) of Receipt on Cimarron’s system that have sufficient unsubscribed receipt capacity, the new Baker Point of Receipt, the new Seward Point of Receipt and/or any proposed new point on the Cimarron system, including the Cimarron Expansion Facilities, that is agreeable to Cimarron. The primary Point of Delivery shall be the National Helium Gas Processing Plant.

SERVICE TYPE AND RATES

Service will be provided pursuant to Cimarron’s Rate Schedule FT as more fully described in and pursuant to Cimarron’s FERC Gas Tariff. Bidders who meet the standard for qualifying as an Anchor Shipper, as set forth below, may elect to pay either Cimarron’s applicable maximum recourse rates under Rate Schedule FT or a negotiated rate for the specified term for transportation service. Bidders who do not meet the standard for qualifying as an Anchor Shipper may also elect to pay either Cimarron’s applicable maximum recourse rates under Rate Schedule FT or a negotiated rate. The minimum negotiated rate Cimarron will consider is a reservation rate of $5.2833 per Dth per month and a commodity rate of $0.0169 per Dth.

All shippers will pay the applicable surcharges, fuel usage and unaccounted for gas charges under Rate Schedule FT in Cimarron’s FERC Gas Tariff, as approved by FERC from time to time.

Cimarron anticipates that it may make certain modifications to its FERC Gas Tariff to isolate segments of the Cimarron Expansion for the provision of liquids-rich transportation service.

TERM

Cimarron will only consider bids for a minimum term of five (5) years, commencing on the later of July 1, 2019, and the date the Cimarron Expansion is placed in-service.

ANCHOR SHIPPER STATUS AND BENEFITS

A bidder may qualify to be an Anchor Shipper for the Cimarron Expansion by committing to an agreement with a minimum of 300,000 Dth/day of firm transportation service on the Cimarron Expansion for a term of not less than ten (10) years. Cimarron proposes that Anchor Shippers will receive appropriate incentives including: (i) exemption from proration of their capacity subscription, except to the extent Cimarron must prorate available capacity in order to accommodate others who meet the criteria of Anchor Shippers; (ii) contract extension rights; (iii) contractual right-of-first-refusal; and (iv) Most Favored Nation conditions. If capacity is prorated among qualified Anchor Shippers, an Anchor Shipper will nonetheless qualify for Anchor Shipper status if its quantity is reduced by the Allocation Procedures below to an amount below 300,000 Dth/day of firm transportation service. Any benefits granted to Anchor Shippers will be subject to FERC approval.
OPEN SEASON PROCESS

Participation in this Open Season will be considered binding on the bidder when it submits the completed Service Request Form and will be binding on Cimarron once both parties have executed a Precedent Agreement that incorporates the terms of the Service Request Form, provided that such Precedent Agreement may be amended in the event of an allocation of capacity among bidders.

Any bidder interested in participating in the Open Season may request a copy of the form Precedent Agreement by submitting an executed copy of the Confidentiality Agreement, attached as Exhibit C. Upon execution of the Confidentiality Agreement by both parties, a form Precedent Agreement will be provided to the prospective bidder.

All bidders must submit a valid request by delivering to Cimarron two items prior to the close of the Open Season Period: (1) a completed Service Request Form signed by a duly authorized representative; and (2) information demonstrating that the bidder can satisfy Cimarron’s creditworthiness requirements (see Creditworthiness below).

Cimarron will notify the bidder(s) that is/are awarded capacity and provide such bidders with a Precedent Agreement for execution. Bidder(s) will be expected to execute the Precedent Agreement by September 30, 2017.

Cimarron reserves the right to reject a request on a not unduly discriminatory basis that, in Cimarron’s sole determination, is incomplete, is inconsistent with the terms of this Open Season notice or Cimarron’s FERC Gas Tariff, would conflict with Cimarron’s intended use of the Cimarron Expansion for liquids-rich transportation service, is received after the close of this Open Season, contains additions or modification to the terms of the Service Request Form or Precedent Agreement, is otherwise deficient in any respect or requests service outside the capacity offered, or is submitted by a bidder who fails to meet the creditworthiness requirements set forth below.

Bidders are responsible for securing their own transportation and processing arrangements upstream and downstream of their designated Point(s) of Receipt and Point(s) of Delivery. Bidders will be responsible for confirming the availability of their requested Point(s) of Receipt and Point(s) of Delivery with the point operators.

Cimarron reserves the right to modify or cancel this Open Season. This Open Season is subject to Cimarron’s FERC Gas Tariff and to all applicable laws, orders, rules, and regulations of authorities having jurisdiction.

ALLOCATION PROCEDURES

If Cimarron allocates the available firm transportation capacity under the Cimarron Expansion, then the capacity will be allocated first to those who qualify as Anchor Shippers, with the capacity among the Anchor Shippers being allocated pro rata based on their requested capacity.
Any remaining capacity will be allocated to the other bidders based on the highest net present value based on rate, contract term, and MDQ, with Cimarron having the discretion to grant capacity to any bid or combination of bids that provides the highest net present value.

In the event that a final allocation occurs, Cimarron will provide notice to each shipper of its allocated MDQ, if any, within five (5) business days of the closing of the Open Season.

**CREDITWORTHINESS**

To be eligible to execute the binding Precedent Agreement, all bidders must submit to Cimarron (i) a completed credit application and (ii) complete financial statements prior to the Open Season deadline to conduct a credit evaluation as outlined in Cimarron’s FERC Gas Tariff Section 7.5. Bidders may contact Donald Perkins at 303-605-1980 or DPerkins@dcpmidstream.com to initiate the credit review process. Bidders will ultimately be required to demonstrate an ability to satisfy Cimarron’s creditworthiness provisions to be considered in the awarding of capacity and must agree to provide all required credit support documents contained in the Precedent Agreement, such as a parent guaranty, letter of credit, or other form of credit assurance acceptable to Cimarron. Cimarron reserves the right to reject any bidder if Cimarron deems such bidder to be an unacceptable credit risk.

**CONTACT INFORMATION**

The information provided in this announcement is intended to assist prospective shippers in preparing the attached Open Season Service Request form. Please direct any questions or requests for additional information or clarifications to:

Jack Beckham  
Director, Business Development  
Cimarron River Pipeline, LLC  
(713) 735-5625  
JABeckham@dcpmidstream.com
EXHIBIT A
MAP OF CIMARRON EXPANSION
EXHIBIT B
OPEN SEASON SERVICE REQUEST FORM
Cimarron River Pipeline, LLC
Expansion Project

Full Shipper Name: ____________________________________________________________
Address: __________________________________________________________________
Contact Person: ______________________________________________________________
Title: ______________________________________________________________________
Phone Number: _______________________________________________________________
E-Mail Address: _______________________________________________________________

Contract Term: _______ years, beginning on the later of
July 1, 2019 or the date the Cimarron Expansion is placed in service.
(10-year minimum to receive Anchor Shipper status)

Maximum Daily Quantity: _____________ Dth/day
(a minimum MDQ bid of 300,000 Dth/d is required to receive
Anchor Shipper status)

Reservation Rate: □ Maximum Recourse Rate or □ Negotiated Rate (Specify Below)
Reservation Charge of $_______/Dth/Month and
Commodity Charge of $_______/Dth

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Credit Information □ Attached □ Sent Separately

Signature: ________________________________
Name: _________________________________
Title: _________________________________
Telephone: ____________________________

By signing this Service Request Form, Shipper hereby agrees to the terms of Cimarron River Pipeline LLC’s Open Season Notice dated August 17, 2017, and agrees to execute Cimarron’s Precedent Agreement as set forth in the Open Season Notice.

Please return this form by e-mail by 12:00 p.m. CCT on September 11, 2017 to:
Jack Beckham
Cimarron River Pipeline, LLC
(713) 735-5625
JABeckham@dcpmidstream.com
EXHIBIT C
CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") made and entered into effective the ___ day of ____________, 2017 (the "Effective Date"), between ________________________ ("Prospective Shipper") with offices located at ____________________________________________, and Cimarron River Pipeline, LLC ("CRP") with offices located at 370 17th Street, Suite 2500, Denver, CO 80202. Prospective Shipper and CRP are referred to individually herein as “Party” and together as "Parties."

RECITALS

WHEREAS, the Parties wish to share information relative to CRP’s conduct of an open season to make firm transportation service available on an expansion of CRP’s pipeline facilities, with the possibility of the Prospective Shipper’s entering into a precedent agreement to obtain firm transportation service on said expansion of CRP’s pipeline facilities (the “Proposed Transaction”); and

WHEREAS, Recipient desires access to certain non-public, proprietary and confidential information (the “Confidential Information”); and

WHEREAS, each Party is willing to make the Confidential Information, selected in its sole discretion, available to the other Party on a non-exclusive basis solely for use in facilitating entry into the Proposed Transaction subject to the obligations of confidentiality, restricted use and other terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is agreed as follows:

1. Confidential Information. For the purposes of this Agreement, the term Confidential Information extends to all information and materials disclosed or provided to a Party (the “Recipient”) and/or its Representatives (as defined below) by the other Party (the “Disclosing Party”) and/or its Representatives in connection with the Proposed Transaction. Confidential Information includes, but is not limited to, (i) all discussions between the Parties concerning the Proposed Transaction, (ii) any and all written, printed, electronic or other materials regarding the Proposed Transaction provided by Disclosing Party and/or its Representatives and the substance and content thereof, (iii) all information ascertained through the discussions between the Parties and/or Parties’ Representatives concerning the Proposed Transaction in whatever form, manner or medium recorded (if recorded), including any and all copies thereof, (iv) all marketing, operational, economic or financial knowledge, information or data of any nature whatsoever relating the Proposed Transaction which has been or may hereafter be provided or disclosed by Disclosing Party in connection with the Proposed Transaction, including, but not limited to the commercial terms that, at any time during the term of this Agreement, are developed, shared or negotiated between the Parties in the pursuit of the Proposed Transaction, (v) non-public information regarding the assets of CRP and/or its Affiliates (as defined below), including but not limited to all inventory, accounting, legal, contractual, pricing, marketing, production volume and timing and other commercial information relating to the condition, operation or value of such assets, regardless of the form in which such information is held or stored, (vi) information which relates to technologies, intellectual
property, models, concepts, or ideas of CRP and/or its Affiliates, (vii) information that has been clearly identified as confidential, and (viii) all notes, analyses, compilations, studies or other documents in tangible form (whether in written form, electronically stored or otherwise) that contain or otherwise reflect Confidential Information prepared by or on behalf of Disclosing Party.

2. **Covenant Not to Disclose.** During the term of this Agreement, Recipient covenants not to (i) disclose or reveal any Confidential Information to any persons or entities other than to those members, shareholders, partners, directors, officers, managers, employees, agents, advisors, consultants, and contractors of the Recipient and its Affiliates who are actively and directly participating in the evaluation of the Proposed Transaction (the “Representatives”), which Representatives have been advised by Recipient of the confidential nature of such information and who have been instructed to observe the terms and conditions of this Agreement as though each were a signatory hereto, and (ii) use the Confidential Information for any purpose other than in connection with the evaluation of the Proposed Transaction. Recipient is liable for any breach of this Agreement by its Representatives and agrees, at its sole expense, to take all reasonable measures (including, but not limited to, court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information. All Confidential Information of Disclosing Party, and all copies, reproductions and summaries thereof, are and remain the exclusive property of Disclosing Party. “Affiliate” means any person that directly or indirectly through one or more intermediaries, controls, or is controlled by or is under common control with the person specified. For the purposes of the definition of Affiliate, the term “control” (including the terms “controlled by” or “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership, by contract, or otherwise (including acting as a general partner of a limited partnership).

3. **Exceptions.** Notwithstanding the definition set forth above, the term Confidential Information does not include information which:

   (i) at the time of disclosure by Disclosing Party to Recipient, already was in the public domain or which after disclosure by Disclosing Party to Recipient, is published or otherwise enters the public domain through no act or omission of Recipient or its Representatives; or

   (ii) at the time of disclosure by Disclosing Party to Recipient, already was known or in the possession of the Recipient, was not subject to any obligation of confidentiality or restriction on use, and had not been obtained directly or indirectly from Disclosing Party; or

   (iii) at the time of disclosure hereunder was or is thereafter lawfully acquired by Recipient or its Representatives from a source other than Disclosing Party or its Representatives, provided that Recipient reasonably believed such source did not breach any confidentiality obligation in disclosing the same; or

   (iv) is approved for disclosure or release by Recipient by written authorization from Disclosing Party; or

   (v) is developed by Recipient or its Representatives without the use of the Confidential Information.
4. **Concurrent Disclosure and Right to deal with Third Parties.** Recipient acknowledges and accepts that Disclosing Party has, or may have, disclosed to any third parties all or any part of the Confidential Information it discloses to Recipient pursuant to this Agreement. Disclosing Party is entitled to make such disclosures to any third party for any purpose, including without limitation, facilitating negotiation or consummation of a commercial arrangement with any third party involving all or any part of its assets or consummating a transaction of the kind defined in this Agreement as a Proposed Transaction.

5. **Cessation of Disclosures and Return/Destruction of Confidential Information.** CRP is entitled to cease disclosure of Confidential Information hereunder and may depart from negotiations at any time for any reason or no reason without liability to the Recipient. Immediately upon CRP’s determination that it does not wish to pursue the Proposed Transaction, CRP will advise the Recipient of such decision. In that case, or at any other time for any reason, upon the written request of the CRP, Recipient will, and cause its Representatives to, promptly: (i) destroy all Confidential Information of CRP in written/hardcopy form furnished to Recipient or any of its Representatives; and (ii) destroy (A) any copies of such Confidential Information of Disclosing Party in written/hardcopy form (including any extracts therefrom), (B) all Confidential Information of Disclosing Party in electronic form furnished to Recipient or any its Representatives, and (C) any portion of Confidential Information of Disclosing Party that may be found in reports, analyses, notes, compilations, studies and other documents prepared by or for Recipient; provided, however, any Confidential Information found in electronic format as part of Recipient’s or its Representatives’ off-site or on-site data storage/archival process system, or found in the official minutes of the Board of Directors (or other governing body) of the Recipient, will be held by the Recipient or its Representatives, as applicable, and kept in accordance with policies and procedures implemented by such persons in order to comply with applicable law, regulation or professional standards, and provided further that the materials retained under this sentence remain subject to the terms of this Agreement until returned or destroyed. Notwithstanding the termination of any discussions with respect to the Proposed Transaction or the return or destruction of any Confidential Information of Disclosing Party, Recipient will continue to be bound by the terms of this Agreement as provided herein.

6. **No Representation or Warranty.** CRP will endeavor to provide information that it believes to be relevant for the purpose of Prospective Shipper’s evaluation of the Proposed Transaction; provided, however, CRP makes no representation or warranty as to the accuracy or completeness of the Confidential Information. Representations and warranties pertaining to the Proposed Transaction, if any, will be contained solely in other documentations negotiated by the Parties and prepared to evidence the Proposed Transaction.

7. **Covenant Not To Disclose Discussions or Negotiations.** Except as may be required by law or rule of an applicable stock exchange, Prospective Shipper shall not, and it shall ensure that its Representatives do not, disclose to any persons other than its Representatives (i) the fact that the Confidential Information has been made available to Prospective Shipper or (ii) the existence of this Agreement or any facts or information concerning the Proposed Transaction, including the status, terms, conditions or other facts relating to any discussions or negotiations between the Parties as to the Proposed Transaction.

8. **Disclosure Mandated By Governmental Authority.** If Recipient or any of its Representatives is requested or required (by oral questions, interrogatories, requests for information
or documents, subpoena, civil investigative demand or similar process from a governmental authority, agency or tribunal) to disclose any Confidential Information, Recipient will provide Disclosing Party prompt notice of such request in order that Disclosing Party may seek, an appropriate protective order. Further, if, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient or its Representatives are, in the opinion of its counsel, compelled to disclose Confidential Information, such information may be disclosed to the governmental authority, agency or tribunal without liability hereunder; provided, however, that Recipient exercises reasonable efforts to obtain other reliable assurance that confidential treatment will be accorded to any Confidential Information that must be disclosed.

9. **No Waiver.** It is understood and agreed that no failure or delay by a Party in exercising any right, power or privilege hereunder operates as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

10. **Term.** All terms, conditions, undertakings and prohibitions contained in this Agreement terminate two years from the Effective Date.

11. **Definitive Agreement.** The sole purpose of this Agreement is to provide for access to Confidential Information for the evaluation of the Proposed Transaction while protecting and governing the confidentiality and use of the Confidential Information in accordance with the terms hereof. The Parties agree that unless and until a definitive agreement between the Parties with respect to the Proposed Transaction has been executed and delivered, and then only to the extent of the specific terms of such definitive agreement, CRP is not under any legal obligation of any kind whatsoever with respect to any transaction by virtue of this Agreement or any written or oral expression with respect to such a transaction by between the Parties, except, in the case of this Agreement, for the matters specifically agreed to herein.

12. **Assignment, Amendment, and Entire Agreement.** This Agreement may not be assigned by Recipient without the prior written consent of CRP. No provision of this Agreement may be changed, modified, waived, or discharged orally, and no change, modification, waiver, or amendment of any provision will be effective except by written instrument executed and approved by both Parties. This Agreement constitutes the entire understanding and agreement between the Parties with respect to its subject matter and supersedes all previous communications, both oral and written, representations and understandings between the Parties with respect to the subject matter of this Agreement.

13. **Injunctive Relief.** Damages resulting from Recipient’s (including its Representatives’) breach of the terms hereof may be impossible to measure accurately, and injuries sustained by Disclosing Party from any such breach may be impossible to calculate and remedy. Therefore, Recipient acknowledges that, in the event of such a breach, Disclosing Party is entitled to injunctive relief and specific performance of the covenants contained in this Agreement in addition to any other remedy to which it may be entitled at law or in equity, without any obligation to post a bond or to prove actual damages. Moreover, in addition to any other remedies awarded to Disclosing Party, it has the right to recover all costs (including reasonable attorney’s fees) that may be incurred in connection with any action to enforce the obligations of Recipient or its Representatives.

14. **Invalidity of Provisions.** Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or application thereof to any Party or circumstance is prohibited by or modified under such law or
determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, then the remainder of this Agreement, or the application of said provision hereof, is valid and will be enforced to the fullest extent permitted by law.

15. GOVERNING LAW; JURISDICTION; VENUE; FORUM NON-CONVENIENS. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS THEREOF. EACH PARTY AGREES THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT SHALL BE BROUGHT SOLELY IN ANY STATE OR FEDERAL COURT SITTING IN HARRIS COUNTY, TEXAS. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE JURISDICTION OF ANY SUCH COURT AND HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING IN ANY SUCH COURT, ANY OBJECTION TO VENUE WITH RESPECT TO ANY SUCH ACTION OR PROCEEDING AND ANY RIGHT OF JURISDICTION ON ACCOUNT OF THE PLACE OF RESIDENCE OR DOMICILE OF EITHER PARTY HERETO.

16. NOTICES. Notices or other communications permitted or required to be given hereunder shall be validly given or made in writing if: (a) personally delivered; (b) delivered and confirmed by Telecopier or like instantaneous transmission device; (c) delivered by a reputable overnight delivery service; or (d) deposited in the United States mail, first class, postage prepaid, certified or registered, return receipt requested to the address listed opposite the applicable Party’s name.

17. CAPTIONS. The titles of Sections in this Agreement are not a part of this Agreement and have no effect upon the construction or interpretation of any part.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

_______________________________
CIMARRON RIVER PIPELINE, LLC

By:_____________________________
By:_____________________________

Name:___________________________
Name:___________________________

Title:___________________________
Title:___________________________