



January 31, 2024

Debbie-Anne A. Reese, Acting Secretary
Federal Energy Regulatory Commission
888 First Street, NE, Room 1A
Washington, DC 20426

Re: Rockies Express Pipeline LLC
Negotiated Rate Agreement
Docket No. RP24-____-000

Dear Acting Secretary Reese:

Rockies Express Pipeline LLC (“Rockies Express”) hereby submits for filing with the Federal Energy Regulatory Commission (“Commission” or “FERC”), to become part of the Rockies Express FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”) and Original Volume – The Book of Contracts, the following revised tariff sections (the “Proposed Tariff Sections”) with a requested effective date of February 1, 2024:

<u>Section Name</u>	<u>Section Version</u>
Third Revised Volume No. 1	
Negotiated Rates – 4	118.0.0
Original Volume – The Book of Contracts	
Section 2 – Table of Contents – Book of Contracts	144.0.0
Section 4.38 – NRA Reserved	19.0.0
Section 4.43 – NRA Reserved	29.0.0
Section 4.44 – NRA Reserved	24.0.0
Section 4.48 – NRA Reserved	21.0.0
Section 4.56 – NRA Reserved	14.0.0
Section 4.58 – NRA Reserved	11.0.0
Section 4.59 – NRA Eco K# 959654	6.0.0

Pursuant to Part 154 of the Commission’s regulations,¹ the following items are included in this filing:

1. An eTariff XML filing package containing the Proposed Tariff Sections in electronic format;
2. A PDF file of the clean Proposed Tariff Sections for posting in the Commission’s eLibrary;
3. A PDF file of the marked Proposed Tariff Sections for posting in the Commission’s eLibrary; and
4. This transmittal letter.

¹ 18 CFR § 154 (2023).

Statement of the Nature, Reasons, and Basis for the Proposed Changes

Pursuant to 18 CFR § 154.601, Rockies Express is submitting this instant filing to implement one new negotiated rate transportation service agreement (“TSA”) between Rockies Express and:

Eco-Energy Natural Gas, LLC, (“Eco”), Contract No. 959654

A copy of the TSA is attached hereto. The contract has an effective date of February 1, 2024.

Pursuant to Section 33 of the General Terms and Conditions of its Tariff, Rockies Express has authority to negotiate rates in accordance with the Commission’s Policy Statement on the Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Pipelines (“Policy Statement”).² This policy requires either the filing of the negotiated rate agreement or a tariff section reflecting the essential elements of the negotiated rate agreement.

Accordingly, Rockies Express herein files one new TSA, together with the Proposed Tariff Sections, of which the tariff section labeled “Negotiated Rates – 4,” Section Version No. 118.0.0, lists the subject agreement, including, *inter alia*, the shipper’s name, contract number, and contract terms, as well as a reference to this instant filing.

Rockies Express hereby affirms that the TSA identified above does not deviate in any material respect from the form of service agreement in the Tariff. Rockies Express is proposing that the tendered tariff records be accepted for filing and made effective on February 1, 2024, consistent with the effective date of the TSA.

Housekeeping Matters

As part of this filing, Rockies Express is also reflecting in the Proposed Tariff Sections the following housekeeping changes, with a proposed effective date of February 1, 2024:

Third Revised Volume No. 1:

Negotiated Rates – 4, Version No. 118.0.0

- Footnote No. 21: Add the appropriate docket number to the footnote.
- Remove references to Contract Nos. 959485, 959486, 959493, 959496, 959577, and 959623, as they expire on January 31, 2024, and reserve for future use.

Original Volume – The Book of Contracts

Section 2 – Table of Contents – Book of Contracts, Version 144.0.0

- Remove references to Contract Nos. 959485, 959486, 959493, 959496, 959577, and 959623, as they expire on January 31, 2024, and reserve for future use.

² *Policy Statement on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines*, 74 FERC ¶ 61,076 (1996), *order on clarification*, 74 FERC ¶ 61,194, *order on reh’g*, 75 FERC ¶ 61,024 (1996), *order modifying negotiated rate policy*, 104 FERC ¶ 61,134 (2003); *order on reh’g and clarification*, 114 FERC ¶ 61,042 (2006) (“Policy Statement”).

Section 4.38 – NRA Reserved, Version 19.0.0

- Remove Contract No. 959485, as the contract expires on January 31, 2024, and reserve for future use.

Section 4.43 – NRA Reserved, Version 29.0.0

- Remove Contract No. 959486, as the contract expires on January 31, 2024, and reserve for future use.

Section 4.44 – NRA Reserved, Version 24.0.0

- Remove Contract No. 959496, as the contract expires on January 31, 2024, and reserve for future use.

Section 4.48 – NRA Reserved, Version 21.0.0

- Remove Contract No. 959493, as the contract expires on January 31, 2024, and reserve for future use.

Section 4.56 – NRA Reserved, Version 14.0.0

- Remove Contract No. 959577, as the contract expires on January 31, 2024, and reserve for future use.

Section 4.58 – NRA Reserved, Version 11.0.0

- Remove Contract No. 959623, as the contract expires on January 31, 2024, and reserve for future use.

Procedural Matters

Rockies Express respectfully requests waiver of the 30-day notice requirement in 18 CFR § 154.207, as necessary, so that the Proposed Tariff Sections submitted herewith may become effective on February 1, 2024. Approval of this requested waiver is in the public interest where no other shipper will be harmed and the needs of consumers are met. The Commission, in its Policy Statement, stated that it would readily grant requests to waive the 30-day notice requirement of 18 CFR § 154.207.³

Pursuant to the Commission's regulations, Rockies Express is submitting this filing via electronic filing. Rockies Express requests that the Commission grant all waivers of its regulations necessary for the Proposed Tariff Sections to become effective on February 1, 2024. If the Commission suspends the Proposed Tariff Sections, Rockies Express hereby moves to place the accepted Proposed Tariff Sections into effect at the end of the suspension period, if any, specified in the Commission order permitting the proposed changes to go into effect without change. If the Commission directs Rockies Express to change any aspect of the Rockies Express proposal prior to these Proposed Tariff Sections becoming effective, Rockies Express reserves the right to file a later motion to place the Proposed Tariff Sections into effect.

³ See Policy Statement, 74 FERC ¶ 61,076 at pp. 61,241-42; see also *Gulfstream Natural Gas System, L.L.C.*, 107 FERC ¶ 61,189, P 8 (2004).

Previously Filed Tariff Versions of the Same Sections

In this instant proceeding, Rockies Express is filing with the Commission updated versions of the tariff sections Rockies Express submitted for filing on January 26, 2024, in Docket No. RP24-342-000 (the "Currently Pending Tariff Sections"). The Proposed Tariff Sections filed herein are, with Commission approval, intended to supersede the Currently Pending Tariff Sections and are drafted with the assumption that the Currently Pending Tariff Sections will be approved prior to, or coincident with, the Commission's approval of the instant filing. With this understanding, Rockies Express respectfully requests that the Commission approve the Proposed Tariff Sections set forth herein. However, in the event the Commission does not issue or has not yet issued an affirmative order in Docket No. RP24-342-000 regarding the Currently Pending Tariff Sections, Rockies Express will submit a filing at that time to reflect any necessary changes to the Proposed Tariff Sections tendered herein.

Communications and Service

Rockies Express requests that all Commission orders and correspondence, as well as pleadings and correspondence by other parties concerning this filing, be served on each of the following:

L. Drew Cutright
Vice President, Regulatory Affairs
Tallgrass Energy, LP
370 Van Gordon Street
Lakewood, CO 80228
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A copy of this filing is being served on Rockies Express' customers and all interested state commissions. A copy of this filing is also available for inspection during regular business hours at Rockies Express' office in Lakewood, Colorado.

Certification

The signature on this filing constitutes a certification that: (1) I have read the filing; (2) to the best of my knowledge and belief, the statements and information contained herein are true and correct; and (3) I possess full power and authority to sign this filing.

Respectfully submitted,



L. Drew Cutright
Vice President, Regulatory Affairs
Tallgrass Energy, LP

Authorized Representative of Rockies Express Pipeline LLC

Clean Tariff Records

STATEMENT OF NEGOTIATED RATES

Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Ascent Resources – Utica, LLC <u>2/</u>	949011 (FT)	December 13, 2016 January 5, 2032	150,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949013 (FT)	December 13, 2016 January 5, 2032	130,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949014 (FT)	December 13, 2016 January 5, 2032	70,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Vectren Energy Delivery of Indiana, Inc. <u>2/</u>	949017 (FT)	May 1, 2017 April 30, 2032	60,000	<u>18/</u>	<u>18/</u>	<u>18/</u>	<u>18/</u>
Jay-Bee Oil & Gas, Inc. <u>2/</u>	949018 (FT)	December 13, 2016 January 5, 2032	150,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Spire Marketing Inc. <u>2/</u>	949208 (FT)	December 13, 2016 January 5, 2032	20,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Citizens Gas <u>2/</u>	949295 (FT)	December 13, 2016 January 5, 2032	20,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949347 (FT)	December 13, 2016 January 5, 2032	25,000	<u>5/</u>	<u>5/</u>	<u>5/</u>	<u>5/</u>
EQT Energy, LLC <u>2/</u>	949348 (FT)	December 13, 2016 January 5, 2032	25,000	<u>5/</u>	<u>5/</u>	<u>5/</u>	<u>5/</u>
Tenaska Marketing Ventures	954057 (FT)	April 1, 2022 March 31, 2025	20,000	<u>17/</u>	<u>17/</u>	<u>17/</u>	<u>17/</u>
Eco-Energy Natural Gas, LLC <u>2/</u>	959654 (FT)	February 1, 2024 February 29, 2024	21,400	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>

Rockies Express Pipeline LLC

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Negotiated Rates - 4
Section Version: 118.0.0

Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
BP Energy Company	954204-02 (FT)	November 1, 2020 March 31, 2028	11-1-20 to 2-28-22 – 35,200 3-1-22 to 6-30-22 – 15,920 7-1-22 to 3-31-28 – 49,500	<u>13/</u>	<u>13/</u>	<u>13/</u>	<u>13/</u>
Occidental Energy Marketing, Inc.	954227 (FT)	April 1, 2022 March 31, 2025	120,000	<u>17/</u>	<u>17/</u>	<u>17/</u>	<u>17/</u>
SWN Energy Services Company, LLC 2/	954719 (FT)	December 1, 2020 January 5, 2032	12,000	<u>7/</u>	<u>7/</u>	<u>7/</u>	<u>7/</u>
SWN Energy Services Company, LLC 2/	954720 (FT)	December 1, 2020 January 5, 2032	38,000	<u>7/</u>	<u>7/</u>	<u>7/</u>	<u>7/</u>
Hartree Partners, L.P.	953934 (FT)	April 1, 2021 March 31, 2024	4-1-21 to 4-7-21 – 17,647 4-8-21 to 3-31-24 – 77,647	<u>8/</u>	<u>8/</u>	<u>8/</u>	<u>8/</u>
Hartree Partners, L.P.	954235 (FT)	April 1, 2021 March 31, 2024	4-1-21 to 4-12-21 – 22,163 4-13-21 to 3-31-24 – 47,163	<u>8/</u>	<u>8/</u>	<u>8/</u>	<u>8/</u>
DTE Energy Trading, Inc.	955134 (FT)	April 1, 2023 October 31, 2027	50,000	<u>23/</u>	<u>23/</u>	<u>23/</u>	<u>23/</u>
Morgan Stanley Capital Group Inc.	955108 (FT)	May 1, 2021 October 31, 2024	30,000	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
Morgan Stanley Capital Group Inc.	953935 (FT)	May 1, 2021 March 31, 2027	10,000	<u>10/</u>	<u>10/</u>	<u>10/</u>	<u>10/</u>

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
DTE Energy Trading, Inc.	955178 (FT)	August 1, 2021 October 31, 2024	10,000	<u>12/</u>	<u>12/</u>	<u>12/</u>	<u>12/</u>
EQT Energy, LLC 2/	955662 (FT)	September 1, 2021 March 31, 2034	9-1-21 to 9-30-21 – 20,000 10-1-21 to 10-31-21 – 5,000 11-1-21 to 11-30-21 – 0 12-1-21 to 3-31-22 – 95,000 4-1-22 to 3-31-34 – 20,000	<u>14/</u>	<u>14/</u>	<u>14/</u>	<u>14/</u>
EQT Energy, LLC	955662-02 (FT)	September 1, 2021 March 31, 2034	9-1-21 to 9-30-21 – 0 10-1-21 to 10-31-21 – 200,000 11-1-21 to 11-30-21 – 205,000 12-1-21 to 3-31-22 – 110,000 4-1-22 to 3-31-34 – 185,000	<u>14/</u>	<u>14/</u>	<u>14/</u>	<u>14/</u>
Duke Energy Ohio, Inc. 2/	954559 (FT)	December 1, 2021 November 30, 2031	57,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
BP Energy Company	955338 (FT)	December 1, 2021 December 31, 2026	20,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
Morgan Stanley Capital Group Inc.	955345 (FT)	December 1, 2021 March 31, 2027	50,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
Koch Energy Services, LLC	955418 (FT)	December 1, 2021 March 31, 2027	25,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
Mercuria Energy America, LLC	955419 (FT)	December 1, 2021 March 31, 2027	7,500	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
BP Energy Company	955420 (FT)	December 1, 2021 March 31, 2028	20,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
EDF Trading North America, LLC	956714 (FT)	April 1, 2022 March 31, 2025	17,500	<u>15/</u>	<u>15/</u>	<u>15/</u>	<u>15/</u>
Sequent Energy Management, LLC	956756 (FT)	April 1, 2022 March 31, 2027	7,500	<u>15/</u>	<u>15/</u>	<u>15/</u>	<u>15/</u>
LNG Indy, LLC dba Kinetrex Energy	956273 (FT)	August 1, 2022 July 31, 2042	6,000	<u>3/</u>	<u>3/</u>	<u>3/</u>	<u>3/</u>
Spire Missouri Inc.	958854 (FT)	November 1, 2023 March 31, 2026	11-1-23 to 3-31-24 – 20,000 4-1-24 to 10-31-24 – 0 11-1-24 to 3-31-25 – 20,000 4-1-25 to 10-31-25 – 0 11-1-25 to 3-31-26 – 20,000	<u>16/</u>	<u>16/</u>	<u>16/</u>	<u>16/</u>

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
BP Energy Company	954204 (FT)	September 1, 2020 March 31, 2026	9-1-20 to 10-31-21 – 50,000	<u>11/</u>	<u>11/</u>	<u>11/</u>	<u>11/</u>
			11-1-21 to 11-30-21 – 30,000				
			12-1-21 to 2-28-22 – 0				
			3-1-22 to 3-31-22 – 30,000				
			4-1-22 to 10-31-22 – 50,000				
			11-1-22 to 11-30-22 – 30,000				
			12-1-22 to 2-28-23 – 0				
			3-1-23 to 3-31-23 – 30,000				
			4-1-23 to 10-31-23 – 50,000				
			11-1-23 to 11-31-23 – 30,000				
			12-1-23 to 2-29-24 – 0				
			3-1-24 to 3-31-24 – 30,000				
			4-1-24 to 10-31-24 – 50,000				
			11-1-24 to 3-31-26 – 20,000				

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Indianapolis Power & Light Company	957455 (FT)	November 1, 2022 October 31, 2025	15,000	<u>20/</u>	<u>20/</u>	<u>20/</u>	<u>20/</u>
Hartree Partners, L.P.	956480 (FT)	April 1, 2023 March 31, 2026	38,600	<u>25/</u>	<u>25/</u>	<u>25/</u>	<u>25/</u>
Stanchion Energy, LLC	958105 (FT)	April 1, 2023 March 31, 2024	10,000	<u>25/</u>	<u>25/</u>	<u>25/</u>	<u>25/</u>
Castleton Commodities Merchant Trading L.P.	958223 (PALS)	April 1, 2023 March 31, 2024	40,000	<u>25/</u>	<u>25/</u>	<u>25/</u>	<u>25/</u>
Castleton Commodities Merchant Trading L.P.	958224 (PALS)	December 15, 2023 March 31, 2024	40,000	<u>26/</u>	<u>26/</u>	<u>26/</u>	<u>26/</u>
Castleton Commodities Merchant Trading L.P.	958225 (PALS)	January 26, 2024 March 31, 2024	20,000	<u>21/</u>	<u>21/</u>	<u>21/</u>	<u>21/</u>
NRG Business Marketing LLC 2/	959357 (FT)	December 2, 2023 March 31, 2025	30,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Constellation Energy Generation, LLC 2/	959360 (FT)	December 2, 2023 March 31, 2025	5,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Koch Energy Services, LLC 2/	959362 (FT)	December 2, 2023 March 31, 2025	20,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Vitol, Inc. 2/	959364 (FT)	December 2, 2023 March 31, 2025	20,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Vitol, Inc. 2/	959366 (FT)	December 2, 2023 March 31, 2025	20,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Hartree Partners, L.P. 2/	959368 (FT)	December 2, 2023 March 31, 2025	25,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
BP Energy Company 2/	959372 (FT)	December 2, 2023 March 31, 2025	30,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>

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Rockies Express Pipeline LLCFERC Gas Tariff
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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Duke Energy Indiana, LLC	957540 (FT)	December 1, 2023 November 30, 2033	50,000	<u>6/</u>	<u>6/</u>	<u>6/</u>	<u>6/</u>

- 1/ This information is set out in the negotiated rate agreement filed with the Commission on December 12, 2016 at Docket No. RP17-257.
- 2/ By Commission order issued February 25, 2016 in Docket No. CP15-137-000 (*Rockies Express Pipeline LLC*, 154 FERC ¶ 61,139 (2016)), Rockies Express was granted a certificate of public convenience and necessity to construct and operate certain facilities referred to as the Zone 3 Capacity Enhancement Project (referred to in the order as the East-to-West Expansion Project).
- 3/ This information is set out in the negotiated rate agreement filed with the Commission on July 29, 2022 at Docket No. RP22-1087.
- 4/ This information is set out in the negotiated rate agreement filed with the Commission on December 1, 2021 at Docket No. RP22-379.
- 5/ This information is set out in the agreement filed with the Commission on June 1, 2018 at Docket No. RP18-883.
- 6/ This information is set out in the negotiated rate agreement filed with the Commission on November 30, 2023 at Docket No. RP24-198.
- 7/ This information is set out in the negotiated rate agreement filed with the Commission on November 30, 2020 at Docket No. RP21-267.
- 8/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2021 at Docket No. RP21-683.
- 9/ This information is set out in the negotiated rate agreement filed with the Commission on April 30, 2021 at Docket No. RP21-782.
- 10/ This information is set out in the negotiated rate agreement filed with the Commission on April 30, 2021 at Docket No. RP21-804.
- 11/ This information is set out in the negotiated rate agreement filed with the Commission on August 28, 2020 at Docket No. RP20-1127.
- 12/ This information is set out in the negotiated rate agreement filed with the Commission on May 28, 2021 at Docket No. RP21-863 and further amended on July 30, 2021 at Docket No. RP21-1007.

- 13/ This information is set out in the negotiated rate agreement filed with the Commission on October 30, 2020 at Docket No. RP21-175 and further amended on June 30, 2022 at Docket No. RP22-1012.
- 14/ This information is set out in the negotiated rate agreement filed with the Commission on August 31, 2021 at Docket No. RP21-1082.
- 15/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2022 at Docket No. RP22-767.
- 16/ This information is set out in the negotiated rate agreement filed with the Commission on October 31, 2023 at Docket No. RP24-105.
- 17/ This information is set out in the negotiated rate agreement filed with the Commission on October 30, 2020 at Docket No. RP21-175 and further amended on March 31, 2022 at Docket No. RP22-767.
- 18/ This information is set out in the negotiated rate agreement filed with the Commission on April 28, 2017 at Docket No. RP17-707.
- 19/ Reserved for future use .
- 20/ This information is set out in the negotiated rate agreement filed with the Commission on October 31, 2022 at Docket No. RP23-117.
- 21/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2023 at Docket No. RP23-653 and further amended on December 14, 2023 at Docket No. RP24-245, on January 4, 2024 at Docket No. RP24-301, and on January 26, 2024 at Docket No. RP24-342.
- 22/ Reserved for future use .
- 23/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2021 at Docket No. RP21-683 and further amended on March 31, 2023 at Docket No. RP23-653.
- 24/ Reserved for future use .
- 25/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2023 at Docket No. RP23-653.
- 26/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2023 at Docket No. RP23-653 and further amended on December 14, 2023 at Docket No. RP24-245.
- 27/ This information is set out in the negotiated rate agreement filed with the Commission on December 1, 2023 at Docket No. RP24-220.
- 28/ This information is set out in the negotiated rate agreement filed with the Commission on January 31, 2024 at Docket No. RP24-____.

Rockies Express Pipeline LLC

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29/ Reserved for future use.

2.0 Table of Contents

3.0 List of Non-Conforming Negotiated Rate Contracts Found in this Tariff

Shipper Name	Section #	Section Name
Reserved for Future Use (whole document format)	3.1	Section 3.1 NC NRA
(whole document format) Reserved	3.1.1	Section 3.1.1 NC NRA Reserved
Reserved (whole document format)	3.2	Section 3.2 – NC NRA Reserved
Reserved (whole document format)	3.3.1	Section 3.3.1 - Whole Doc Reserved
Ovintiv Marketing Inc., Contract No 553078	3.3	Section 3.3 - NC NRA Ovintiv K# 553078
Reserved (whole document format)	3.4.1	Section 3.4.1 NC Reserved
Reserved	3.4	Section 3.4 NC NRA Reserved
Reserved	3.5	Section 3.5 – NC NRA Reserved
Reserved	3.6	Section 3.6 NC NRA Reserved
Reserved	3.7	Section 3.7 NC NRA Reserved
Reserved	3.8	Section 3.8 – NC NRA Reserved
(whole document format) Reserved	3.8.1	Section 3.8.1 NC NRA Reserved
Reserved	3.9	Section 3.9 – NC NRA Reserved
Reserved (whole document format)	3.9.1	Section 3.9.1 Whole Doc Reserved
Reserved	3.10	Section 3.10 NC NRA Reserved
Reserved (whole document format)	3.10.1	Section 3.10.1 NC NRA Reserved

Reserved	3.11	Section 3.11 NC NRA Reserved
Reserved	3.12	Section 3.12 NC NRA Reserved
Reserved (whole document format)	3.13.1	Section 3.13 NC NRA Reserved
Reserved (whole document format)	3.14.1	Section 3.14.1 NC NRA Reserved

4.0 List of Conforming Negotiated Rate Contracts Found in this Tariff

Shipper Name	Section #	Section Name
Duke Energy Ohio, Inc. K# 954559	4.1	Section 4.1 - NRA Duke K# 954559
BP Energy Company K# 955338	4.2	Section 4.2 - NRA BP K# 955338
Antero Resources Corporation K#947930	4.3	Section 4.3 - NRA Antero K# 947930
EQT Energy, LLC K# 947976	4.4	Section 4.4 - NRA EQT K# 947976
Ascent Resources-Utica, LLC K# 947977	4.5	Section 4.5 - NRA Ascent K# 947977
EQT Energy, LLC K# 947978	4.6	Section 4.6 - NRA EQT K# 947978
Gulfport Energy Corporation K# 948001	4.7	Section 4.7 - NRA Gulfport K# 948001
Vectren Energy Delivery of Indiana, Inc.	4.8	Section 4.8 - NRA Vectren K# 949017
Morgan Stanley Capital Group Inc., K# 955345	4.9	Section 4.9 - NRA Morgan Stanley K# 955345
Morgan Stanley Capital Group Inc., K# 955108	4.10	Section 4.10 - NRA Morgan Stanley K# 955108
Morgan Stanley Capital Group Inc., K# 953935	4.11	Section 4.11 - NRA Morgan Stanley K# 953935
BP Energy Company K# 954204	4.12	Section 4.12 - NRA BP K# 954204
Koch Energy Services, LLC K# 955418	4.13	Section 4.13 - NRA Koch K# 955418

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Shipper Name	Section #	Section Name
Ascent Resources-Utica, LLC	4.14	Section 4.14 – NRA Ascent K# 949011
Mercuria Energy America, LLC K# 955419	4.15	Section 4.15 – NRA Mercuria K# 955419
EQT Energy, LLC	4.16	Section 4.16 – NRA EQT Energy K# 949013
EQT Energy, LLC	4.17	Section 4.17 – NRA EQT Energy K# 949014
Gulfport Energy Corporation	4.18	Section 4.18 – NRA Gulfport Energy K# 949015
Gulfport Energy Corporation	4.19	Section 4.19 – NRA Gulfport Energy K# 949016
BP Energy Company K# 955420	4.20	Section 4.20 -NRA BP K# 955420
Jay-Bee Oil & Gas, Inc.	4.21	Section 4.21 – NRA Jay-Bee K# 949018
Hartree Partners, L.P. K# 953934	4.22	Section 4.22 – NRA Hartree K# 953934
Hartree Partners, L.P. K# 954235	4.23	Section 4.23 – NRA Hartree K# 954235
Spire Marketing Inc.	4.24	Section 4.24 – NRA Spire K# 949208
Citizens Gas	4.25	Section 4.25 – NRA Citizens K#949295
EQT Energy, LLC	4.26	Section 4.26 – NRA EQT K#949347
EQT Energy, LLC	4.27	Section 4.27 – NRA EQT K# 949348
SWN Energy Services Company, LLC K#954719	4.28	Section 4.28 – NRA SWN K# 954719
SWN Energy Services Company, LLC K#954720	4.29	Section 4.29 – NRA SWN K# 954720
DTE Energy Trading, Inc. K# 955134	4.30	Section 4.30 – NRA DTE K# 955134
ConocoPhillips Company K# 553077-01	4.31	Section 4.31 – NRA ConocoPhillips K# 553077-01
ConocoPhillips Company K# 553077-02	4.32	Section 4.32 – NRA ConocoPhillips K# 553077-02
ConocoPhillips Company K# 553077-03	4.33	Section 4.33 – NRA ConocoPhillips K# 553077-03

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Shipper Name	Section #	Section Name
BP Energy Company K# 553076-01	4.34	Section 4.34 – NRA BP K# 553076-01
BP Energy Company K# 553076-02	4.35	Section 4.35 – NRA BP K# 553076-02
BP Energy Company K# 553076-03	4.36	Section 4.36 – NRA BP K# 553076-03
EOG Resources Inc. K# 553083	4.37	Section 4.37 – NRA EOG K# 553083
Reserved	4.38	Section 4.38 – NRA Reserved
Tenaska Marketing Ventures K# 954057	4.39	Section 4.39 – NRA Tenaska K# 954057
LNG Indy, LLC dba Kinetrex Energy K# 956273	4.40	Section 4.40 – NRA LNG Indy K# 956273
BP Energy Company K# 954204-02	4.41	Section 4.41 – NRA BP K# 954204-02
Occidental Energy Marketing, Inc. K# 954227	4.42	Section 4.42 – NRA Occidental K# 954227
Reserved	4.43	Section 4.43 – NRA Reserved
Reserved	4.44	Section 4.44 – NRA Reserved
DTE Energy Trading, Inc. K# 955178	4.45	Section 4.45 – NRA DTE K# 955178
EQT Energy, LLC K# 955662	4.46	Section 4.46 – NRA EQT Energy K# 955662
EQT Energy, LLC K# 955662-02	4.47	Section 4.47 – NRA EQT Energy K# 955662-02
Reserved	4.48	Section 4.48 – NRA Reserved
Indianapolis Power & Light Company K# 957455	4.49	Section 4.49 – NRA IPLC K# 957455
NRG Business Marketing LLC K# 959357	4.50	Section 4.50 – NRA NRG K# 959357
Constellation Energy Generation, LLC K# 959360	4.51	Section 4.51 – NRA Constellation K# 959360
Koch Energy Services, LLC K# 959362	4.52	Section 4.52 – NRA Koch K# 959362

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Shipper Name	Section #	Section Name
Vitol, Inc. K# 959364	4.53	Section 4.53 – NRA Vitol K# 959364
EDF Trading North America, LLC K# 956714	4.54	Section 4.54 – NRA EDF K# 956714
Sequent Energy Management, LLC K# 956756	4.55	Section 4.55 – NRA Sequent K# 956756
Reserved	4.56	Section 4.56 – NRA Reserved
Spire Missouri Inc. K# 958854	4.57	Section 4.57 – NRA Spire K# 958854
Reserved	4.58	Section 4.58 – NRA Reserved
Eco-Energy Natural Gas, LLC K# 959654	4.59	Section 4.59 – NRA Eco K# 959654
Vitol, Inc. K# 959366	4.60	Section 4.60 – NRA Vitol K# 959366
Hartree Partners, LP. K# 959368	4.61	Section 4.61 – NRA Hartree K# 959368
Hartree Partners, L.P. K# 956480	4.62	Section 4.62 – NRA Hartree K# 956480
Stanchion Energy, LLC K# 958105	4.63	Section 4.63 – NRA Stanchion K# 958105
Castleton Commodities Merchant Trading L.P. K# 958223	4.64	Section 4.64 – NRA Castleton K# 958223
Castleton Commodities Merchant Trading L.P. K# 958224	4.65	Section 4.65 – NRA Castleton K# 958224
Castleton Commodities Merchant Trading L.P. K# 958225	4.66	Section 4.66 – NRA Castleton K# 958225
BP Energy Company K# 959372	4.67	Section 4.67 – NRA BP K# 959372
Reserved	4.68	Section 4.68 – NRA Reserved

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Shipper Name	Section #	Section Name
Reserved	4.69	Section 4.69 – NRA Reserved
Duke Energy Indiana, LLC K# 957540	4.70	Section 4.70 – NRA Duke K# 957540
Reserved	4.71	Section 4.71 – NRA Reserved
Reserved	4.72	Section 4.72 – NRA Reserved
Reserved	4.73	Section 4.73 – NRA Reserved

Reserved for future use.

Reserved for future use.

Reserved for future use.

Reserved for future use.

Reserved for future use.

Reserved for future use.

FTS FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO FIRM TRANSPORTATION SERVICE UNDER RATE SCHEDULE FTS

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of January 22, 2024, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

effective February 1, 2024 and is the original contract.

effective _____, this Amendment No. amends and restates
FTS Contract No. effective _____

Capacity rights for this Agreement were permanently released from _____.

2. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

ECO-ENERGY NATURAL GAS, LLC
ATTN: Luke Hurley
6100 TOWER CIRCLE, SUITE 500
FRANKLIN, TN 37067
(615) 636-7899
lukeh@eco-energy.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): February 1, 2024
to

(Date, Period-of-Time or Event): February 29, 2024

4. SHIPPER'S STATUS:

Local Distribution Company

Intrastate Pipeline Company

Interstate Pipeline Company

Other: MARKETER

Rockies Express Pipeline LLC

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Section 4.59 - NRA Eco K# 959654
 Section Version: 6.0.0

5. TRANSPORTATION ON BEHALF OF:

- Local Distribution Company
 Intrastate Pipeline Company
 Interstate Pipeline Company
 Other: SHIPPER

6. RATE SCHEDULE FTS Maximum Daily Quantity (“MDQ”):

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>February 1, 2024 - February 29, 2024</u>	<u>21,400</u>

7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY (“MDRQ”):

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>02/01/2024 - 02/29/2024</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>21,400</u>	<u>NO</u>

8. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY (“MDDQ”):

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>02/01/2024 - 02/29/2024</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>21,400</u>	<u>NO</u>

9. DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: “...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures.”): There is no delivery pressure agreement.

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

Incremental Facility Charge:
(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

None
 Lump-sum payment of _____
 Monthly fee of _____ through _____

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):

Yes
 No

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):

Yes
 No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)
Applicable charges per Tariff as may be assessed by Transporter.

11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).

(Check one):
 Not Applicable
 Applicable (Complete the following):

Notice of ROFR Exercise:

_____ Per the Tariff; or ___ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).
(Check one):

Not Applicable
 Applicable (Complete the following):

Notice of Rollover Exercise:

_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

N/A

14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Shipper Approval:

Shipper: Eco-Energy Natural Gas, LLC
Signature: _____
Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC
Signature: _____
Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on January 22, 2024 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Eco-Energy Natural Gas, LLC** (“Shipper”).

In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 **Negotiated Rate Term:** From February 1, 2024 through February 29, 2024.
- 1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959654, dated January 22, 2024 (the “Transportation Agreement”).

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

- 1.3 **Eligible Firm Transportation Quantity:** 21,400 dekatherms per day (“Dth/d”).
- 1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$15.20834 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

- 1.5 **Eligible Primary Receipt Point(s):**

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement, provided that the resulting transportation path flows east-to-west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on the REX mainline.

- 1.6 **Eligible Secondary Receipt Point(s):**

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of Any Receipt Point on Segments 130, 140, 150, 160*, 170*, in Zone 2*, and Zone 3; provided that the resulting transportation path flows east-to-west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on the REX mainline.

* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.

1.7 **Eligible Primary Delivery Point(s):**

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement, provided that the resulting transportation path flows east-to-west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on the REX mainline.

1.8 **Eligible Secondary Delivery Point(s):**

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of Any Delivery Point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, in Zone 2*, and Zone 3; provided that the resulting transportation path flows east-to-west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on the REX mainline.

* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.

2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.

2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

Rockies Express Pipeline LLC

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REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

ROCKIES EXPRESS PIPELINE LLC

ECO-ENERGY NATURAL GAS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Marked Tariff Records

STATEMENT OF NEGOTIATED RATES

Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Ascent Resources – Utica, LLC <u>2/</u>	949011 (FT)	December 13, 2016 January 5, 2032	150,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949013 (FT)	December 13, 2016 January 5, 2032	130,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949014 (FT)	December 13, 2016 January 5, 2032	70,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Vectren Energy Delivery of Indiana, Inc. <u>2/</u>	949017 (FT)	May 1, 2017 April 30, 2032	60,000	<u>18/</u>	<u>18/</u>	<u>18/</u>	<u>18/</u>
Jay-Bee Oil & Gas, Inc. <u>2/</u>	949018 (FT)	December 13, 2016 January 5, 2032	150,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Spire Marketing Inc. <u>2/</u>	949208 (FT)	December 13, 2016 January 5, 2032	20,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Citizens Gas <u>2/</u>	949295 (FT)	December 13, 2016 January 5, 2032	20,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949347 (FT)	December 13, 2016 January 5, 2032	25,000	<u>5/</u>	<u>5/</u>	<u>5/</u>	<u>5/</u>
EQT Energy, LLC <u>2/</u>	949348 (FT)	December 13, 2016 January 5, 2032	25,000	<u>5/</u>	<u>5/</u>	<u>5/</u>	<u>5/</u>
Tenaska Marketing Ventures	954057 (FT)	April 1, 2022 March 31, 2025	20,000	<u>17/</u>	<u>17/</u>	<u>17/</u>	<u>17/</u>
<u>Eco-Energy Natural Gas, LLC <u>2/</u></u>	<u>959654 (FT)</u>	<u>February 1, 2024 February 29, 2024</u>	<u>21,400</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
BP Energy Company	954204-02 (FT)	November 1, 2020 March 31, 2028	11-1-20 to 2-28-22 – 35,200 3-1-22 to 6-30-22 – 15,920 7-1-22 to 3-31-28 – 49,500	<u>13/</u>	<u>13/</u>	<u>13/</u>	<u>13/</u>
Occidental Energy Marketing, Inc.	954227 (FT)	April 1, 2022 March 31, 2025	120,000	<u>17/</u>	<u>17/</u>	<u>17/</u>	<u>17/</u>
SWN Energy Services Company, LLC 2/	954719 (FT)	December 1, 2020 January 5, 2032	12,000	<u>7/</u>	<u>7/</u>	<u>7/</u>	<u>7/</u>
SWN Energy Services Company, LLC 2/	954720 (FT)	December 1, 2020 January 5, 2032	38,000	<u>7/</u>	<u>7/</u>	<u>7/</u>	<u>7/</u>
Hartree Partners, L.P.	953934 (FT)	April 1, 2021 March 31, 2024	4-1-21 to 4-7-21 – 17,647 4-8-21 to 3-31-24 – 77,647	<u>8/</u>	<u>8/</u>	<u>8/</u>	<u>8/</u>
Hartree Partners, L.P.	954235 (FT)	April 1, 2021 March 31, 2024	4-1-21 to 4-12-21 – 22,163 4-13-21 to 3-31-24 – 47,163	<u>8/</u>	<u>8/</u>	<u>8/</u>	<u>8/</u>
DTE Energy Trading, Inc.	955134 (FT)	April 1, 2023 October 31, 2027	50,000	<u>23/</u>	<u>23/</u>	<u>23/</u>	<u>23/</u>
Morgan Stanley Capital Group Inc.	955108 (FT)	May 1, 2021 October 31, 2024	30,000	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
Morgan Stanley Capital Group Inc.	953935 (FT)	May 1, 2021 March 31, 2027	10,000	<u>10/</u>	<u>10/</u>	<u>10/</u>	<u>10/</u>

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
DTE Energy Trading, Inc.	955178 (FT)	August 1, 2021 October 31, 2024	10,000	<u>12/</u>	<u>12/</u>	<u>12/</u>	<u>12/</u>
EQT Energy, LLC 2/	955662 (FT)	September 1, 2021 March 31, 2034	9-1-21 to 9-30-21 – 20,000 10-1-21 to 10-31-21 – 5,000 11-1-21 to 11-30-21 – 0 12-1-21 to 3-31-22 – 95,000 4-1-22 to 3-31-34 – 20,000	<u>14/</u>	<u>14/</u>	<u>14/</u>	<u>14/</u>
EQT Energy, LLC	955662-02 (FT)	September 1, 2021 March 31, 2034	9-1-21 to 9-30-21 – 0 10-1-21 to 10-31-21 – 200,000 11-1-21 to 11-30-21 – 205,000 12-1-21 to 3-31-22 – 110,000 4-1-22 to 3-31-34 – 185,000	<u>14/</u>	<u>14/</u>	<u>14/</u>	<u>14/</u>
Duke Energy Ohio, Inc. 2/	954559 (FT)	December 1, 2021 November 30, 2031	57,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
BP Energy Company	955338 (FT)	December 1, 2021 December 31, 2026	20,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
Morgan Stanley Capital Group Inc.	955345 (FT)	December 1, 2021 March 31, 2027	50,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
Koch Energy Services, LLC	955418 (FT)	December 1, 2021 March 31, 2027	25,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
Mercuria Energy America, LLC	955419 (FT)	December 1, 2021 March 31, 2027	7,500	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
BP Energy Company	955420 (FT)	December 1, 2021 March 31, 2028	20,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
EDF Trading North America, LLC	956714 (FT)	April 1, 2022 March 31, 2025	17,500	<u>15/</u>	<u>15/</u>	<u>15/</u>	<u>15/</u>
Sequent Energy Management, LLC	956756 (FT)	April 1, 2022 March 31, 2027	7,500	<u>15/</u>	<u>15/</u>	<u>15/</u>	<u>15/</u>
LNG Indy, LLC dba Kinetrex Energy	956273 (FT)	August 1, 2022 July 31, 2042	6,000	<u>3/</u>	<u>3/</u>	<u>3/</u>	<u>3/</u>
Spire Missouri Inc.	958854 (FT)	November 1, 2023 March 31, 2026	11-1-23 to 3-31-24 – 20,000 4-1-24 to 10-31-24 – 0 11-1-24 to 3-31-25 – 20,000 4-1-25 to 10-31-25 – 0 11-1-25 to 3-31-26 – 20,000	<u>16/</u>	<u>16/</u>	<u>16/</u>	<u>16/</u>

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Negotiated Rates - 4
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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
BP Energy Company	954204 (FT)	September 1, 2020 March 31, 2026	9-1-20 to 10-31-21 – 50,000	<u>11/</u>	<u>11/</u>	<u>11/</u>	<u>11/</u>
			11-1-21 to 11-30-21 – 30,000				
			12-1-21 to 2-28-22 – 0				
			3-1-22 to 3-31-22 – 30,000				
			4-1-22 to 10-31-22 – 50,000				
			11-1-22 to 11-30-22 – 30,000				
			12-1-22 to 2-28-23 – 0				
			3-1-23 to 3-31-23 – 30,000				
			4-1-23 to 10-31-23 – 50,000				
			11-1-23 to 11-31-23 – 30,000				
			12-1-23 to 2-29-24 – 0				
			3-1-24 to 3-31-24 – 30,000				
			4-1-24 to 10-31-24 – 50,000				
11-1-24 to 3-31-26 – 20,000							

Issued on: January 31, 2024
Effective on: February 1, 2024

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Indianapolis Power & Light Company	957455 (FT)	November 1, 2022 October 31, 2025	15,000	<u>20/</u>	<u>20/</u>	<u>20/</u>	<u>20/</u>
Hartree Partners, L.P.	956480 (FT)	April 1, 2023 March 31, 2026	38,600	<u>25/</u>	<u>25/</u>	<u>25/</u>	<u>25/</u>
Stanchion Energy, LLC	958105 (FT)	April 1, 2023 March 31, 2024	10,000	<u>25/</u>	<u>25/</u>	<u>25/</u>	<u>25/</u>
Castleton Commodities Merchant Trading L.P.	958223 (PALS)	April 1, 2023 March 31, 2024	40,000	<u>25/</u>	<u>25/</u>	<u>25/</u>	<u>25/</u>
Castleton Commodities Merchant Trading L.P.	958224 (PALS)	December 15, 2023 March 31, 2024	40,000	<u>26/</u>	<u>26/</u>	<u>26/</u>	<u>26/</u>
Castleton Commodities Merchant Trading L.P.	958225 (PALS)	January 26, 2024 March 31, 2024	20,000	<u>21/</u>	<u>21/</u>	<u>21/</u>	<u>21/</u>
NRG Business Marketing LLC 2/	959357 (FT)	December 2, 2023 March 31, 2025	30,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Constellation Energy Generation, LLC 2/	959360 (FT)	December 2, 2023 March 31, 2025	5,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Koch Energy Services, LLC 2/	959362 (FT)	December 2, 2023 March 31, 2025	20,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Vitol, Inc. 2/	959364 (FT)	December 2, 2023 March 31, 2025	20,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Vitol, Inc. 2/	959366 (FT)	December 2, 2023 March 31, 2025	20,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Hartree Partners, L.P. 2/	959368 (FT)	December 2, 2023 March 31, 2025	25,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
BP Energy Company 2/	959372 (FT)	December 2, 2023 March 31, 2025	30,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Duke Energy Indiana, LLC	957540 (FT)	December 1, 2023 November 30, 2033	50,000	6/	6/	6/	6/
CarbonBetter, LLC	959485 (FT)	January 1, 2024 January 31, 2024	20,000	19/	19/	19/	19/
Hartree Partners, L.P.	959486 (FT)	January 1, 2024 January 31, 2024	20,000	19/	19/	19/	19/
Eco-Energy Natural Gas, LLC	959493 (FT)	January 1, 2024 January 31, 2024	31,400	19/	19/	19/	19/
Castleton Commodities Merchant Trading L.P.	959496 (FT)	January 1, 2024 January 31, 2024	30,000	19/	19/	19/	19/
Citigroup Energy, Inc.	959577 (FT)	January 6, 2024 January 31, 2024	10,000	22/	22/	22/	22/
Koch Energy Services, LLC	959623 (FT)	January 13, 2024 January 31, 2024	2,800	24/	24/	24/	24/

- 1/ This information is set out in the negotiated rate agreement filed with the Commission on December 12, 2016 at Docket No. RP17-257.
- 2/ By Commission order issued February 25, 2016 in Docket No. CP15-137-000 (*Rockies Express Pipeline LLC*, 154 FERC ¶ 61,139 (2016)), Rockies Express was granted a certificate of public convenience and necessity to construct and operate certain facilities referred to as the Zone 3 Capacity Enhancement Project (referred to in the order as the East-to-West Expansion Project).
- 3/ This information is set out in the negotiated rate agreement filed with the Commission on July 29, 2022 at Docket No. RP22-1087.
- 4/ This information is set out in the negotiated rate agreement filed with the Commission on December 1, 2021 at Docket No. RP22-379.
- 5/ This information is set out in the agreement filed with the Commission on June 1, 2018 at Docket No. RP18-883.
- 6/ This information is set out in the negotiated rate agreement filed with the Commission on November 30, 2023 at Docket No. RP24-198.

- 7/ This information is set out in the negotiated rate agreement filed with the Commission on November 30, 2020 at Docket No. RP21-267.
- 8/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2021 at Docket No. RP21-683.
- 9/ This information is set out in the negotiated rate agreement filed with the Commission on April 30, 2021 at Docket No. RP21-782.
- 10/ This information is set out in the negotiated rate agreement filed with the Commission on April 30, 2021 at Docket No. RP21-804.
- 11/ This information is set out in the negotiated rate agreement filed with the Commission on August 28, 2020 at Docket No. RP20-1127.
- 12/ This information is set out in the negotiated rate agreement filed with the Commission on May 28, 2021 at Docket No. RP21-863 and further amended on July 30, 2021 at Docket No. RP21-1007.
- 13/ This information is set out in the negotiated rate agreement filed with the Commission on October 30, 2020 at Docket No. RP21-175 and further amended on June 30, 2022 at Docket No. RP22-1012.
- 14/ This information is set out in the negotiated rate agreement filed with the Commission on August 31, 2021 at Docket No. RP21-1082.
- 15/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2022 at Docket No. RP22-767.
- 16/ This information is set out in the negotiated rate agreement filed with the Commission on October 31, 2023 at Docket No. RP24-105.
- 17/ This information is set out in the negotiated rate agreement filed with the Commission on October 30, 2020 at Docket No. RP21-175 and further amended on March 31, 2022 at Docket No. RP22-767.
- 18/ This information is set out in the negotiated rate agreement filed with the Commission on April 28, 2017 at Docket No. RP17-707.
- 19/ ~~Reserved for future use. This information is set out in the negotiated rate agreement filed with the Commission on December 29, 2023 at Docket No. RP24-280.~~
- 20/ This information is set out in the negotiated rate agreement filed with the Commission on October 31, 2022 at Docket No. RP23-117.
- 21/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2023 at Docket No. RP23-653 and further amended on December 14, 2023 at Docket No. RP24-245, on January 4, 2024 at Docket No. RP24-301, and on January 26, 2024 at Docket No. RP24-~~342~~—.
- 22/ ~~Reserved for future use. This information is set out in the negotiated rate agreement filed with the~~

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~~Commission on January 5, 2024 at Docket No. RP24-303.~~

23/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2021 at Docket No. RP21-683 and further amended on March 31, 2023 at Docket No. RP23-653.

24/ ~~Reserved for future use. This information is set out in the negotiated rate agreement filed with the Commission on January 12, 2024 at Docket No. RP24-317.~~

25/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2023 at Docket No. RP23-653.

26/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2023 at Docket No. RP23-653 and further amended on December 14, 2023 at Docket No. RP24-245.

27/ This information is set out in the negotiated rate agreement filed with the Commission on December 1, 2023 at Docket No. RP24-220.

28/ ~~This information is set out in the negotiated rate agreement filed with the Commission on January 31, 2024 at Docket No. RP24-____ Reserved for future use.~~

29/ Reserved for future use.

2.0 Table of Contents

3.0 List of Non-Conforming Negotiated Rate Contracts Found in this Tariff

Shipper Name	Section #	Section Name
Reserved for Future Use (whole document format)	3.1	Section 3.1 NC NRA
(whole document format) Reserved	3.1.1	Section 3.1.1 NC NRA Reserved
Reserved (whole document format)	3.2	Section 3.2 – NC NRA Reserved
Reserved (whole document format)	3.3.1	Section 3.3.1 - Whole Doc Reserved
Ovintiv Marketing Inc., Contract No 553078	3.3	Section 3.3 - NC NRA Ovintiv K# 553078
Reserved (whole document format)	3.4.1	Section 3.4.1 NC Reserved
Reserved	3.4	Section 3.4 NC NRA Reserved
Reserved	3.5	Section 3.5 – NC NRA Reserved
Reserved	3.6	Section 3.6 NC NRA Reserved
Reserved	3.7	Section 3.7 NC NRA Reserved
Reserved	3.8	Section 3.8 – NC NRA Reserved
(whole document format) Reserved	3.8.1	Section 3.8.1 NC NRA Reserved
Reserved	3.9	Section 3.9 – NC NRA Reserved
Reserved (whole document format)	3.9.1	Section 3.9.1 Whole Doc Reserved
Reserved	3.10	Section 3.10 NC NRA Reserved
Reserved (whole document format)	3.10.1	Section 3.10.1 NC NRA Reserved

Reserved	3.11	Section 3.11 NC NRA Reserved
Reserved	3.12	Section 3.12 NC NRA Reserved
Reserved (whole document format)	3.13.1	Section 3.13 NC NRA Reserved
Reserved (whole document format)	3.14.1	Section 3.14.1 NC NRA Reserved

4.0 List of Conforming Negotiated Rate Contracts Found in this Tariff

Shipper Name	Section #	Section Name
Duke Energy Ohio, Inc. K# 954559	4.1	Section 4.1 - NRA Duke K# 954559
BP Energy Company K# 955338	4.2	Section 4.2 - NRA BP K# 955338
Antero Resources Corporation K#947930	4.3	Section 4.3 - NRA Antero K# 947930
EQT Energy, LLC K# 947976	4.4	Section 4.4 - NRA EQT K# 947976
Ascent Resources-Utica, LLC K# 947977	4.5	Section 4.5 - NRA Ascent K# 947977
EQT Energy, LLC K# 947978	4.6	Section 4.6 - NRA EQT K# 947978
Gulfport Energy Corporation K# 948001	4.7	Section 4.7 - NRA Gulfport K# 948001
Vectren Energy Delivery of Indiana, Inc.	4.8	Section 4.8 - NRA Vectren K# 949017
Morgan Stanley Capital Group Inc., K# 955345	4.9	Section 4.9 - NRA Morgan Stanley K# 955345
Morgan Stanley Capital Group Inc., K# 955108	4.10	Section 4.10 - NRA Morgan Stanley K# 955108
Morgan Stanley Capital Group Inc., K# 953935	4.11	Section 4.11 - NRA Morgan Stanley K# 953935
BP Energy Company K# 954204	4.12	Section 4.12 - NRA BP K# 954204
Koch Energy Services, LLC K# 955418	4.13	Section 4.13 - NRA Koch K# 955418

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Shipper Name	Section #	Section Name
Ascent Resources-Utica, LLC	4.14	Section 4.14 – NRA Ascent K# 949011
Mercuria Energy America, LLC K# 955419	4.15	Section 4.15 – NRA Mercuria K# 955419
EQT Energy, LLC	4.16	Section 4.16 – NRA EQT Energy K# 949013
EQT Energy, LLC	4.17	Section 4.17 – NRA EQT Energy K# 949014
Gulfport Energy Corporation	4.18	Section 4.18 – NRA Gulfport Energy K# 949015
Gulfport Energy Corporation	4.19	Section 4.19 – NRA Gulfport Energy K# 949016
BP Energy Company K# 955420	4.20	Section 4.20 -NRA BP K# 955420
Jay-Bee Oil & Gas, Inc.	4.21	Section 4.21 – NRA Jay-Bee K# 949018
Hartree Partners, L.P. K# 953934	4.22	Section 4.22 – NRA Hartree K# 953934
Hartree Partners, L.P. K# 954235	4.23	Section 4.23 – NRA Hartree K# 954235
Spire Marketing Inc.	4.24	Section 4.24 – NRA Spire K# 949208
Citizens Gas	4.25	Section 4.25 – NRA Citizens K#949295
EQT Energy, LLC	4.26	Section 4.26 – NRA EQT K#949347
EQT Energy, LLC	4.27	Section 4.27 – NRA EQT K# 949348
SWN Energy Services Company, LLC K#954719	4.28	Section 4.28 – NRA SWN K# 954719
SWN Energy Services Company, LLC K#954720	4.29	Section 4.29 – NRA SWN K# 954720
DTE Energy Trading, Inc. K# 955134	4.30	Section 4.30 – NRA DTE K# 955134
ConocoPhillips Company K# 553077-01	4.31	Section 4.31 – NRA ConocoPhillips K# 553077-01
ConocoPhillips Company K# 553077-02	4.32	Section 4.32 – NRA ConocoPhillips K# 553077-02
ConocoPhillips Company K# 553077-03	4.33	Section 4.33 – NRA ConocoPhillips K# 553077-03

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Shipper Name	Section #	Section Name
BP Energy Company K# 553076-01	4.34	Section 4.34 – NRA BP K# 553076-01
BP Energy Company K# 553076-02	4.35	Section 4.35 – NRA BP K# 553076-02
BP Energy Company K# 553076-03	4.36	Section 4.36 – NRA BP K# 553076-03
EOG Resources Inc. K# 553083	4.37	Section 4.37 – NRA EOG K# 553083
ReservedCarbonBetter, LLC K# 959485	4.38	Section 4.38 – NRA ReservedCarbonBetter K# 959485
Tenaska Marketing Ventures K# 954057	4.39	Section 4.39 – NRA Tenaska K# 954057
LNG Indy, LLC dba Kinetrex Energy K# 956273	4.40	Section 4.40 – NRA LNG Indy K# 956273
BP Energy Company K# 954204-02	4.41	Section 4.41 – NRA BP K# 954204-02
Occidental Energy Marketing, Inc. K# 954227	4.42	Section 4.42 – NRA Occidental K# 954227
ReservedHartree Partners, LP. K# 959486	4.43	Section 4.43 – NRA ReservedHartree K# 959486
ReservedCastleton Commodities Merchant Trading L.P. K# 959496	4.44	Section 4.44 – NRA ReservedCastleton K# 959496
DTE Energy Trading, Inc. K# 955178	4.45	Section 4.45 – NRA DTE K# 955178
EQT Energy, LLC K# 955662	4.46	Section 4.46 – NRA EQT Energy K# 955662
EQT Energy, LLC K# 955662-02	4.47	Section 4.47 – NRA EQT Energy K# 955662-02
ReservedEco-Energy Natural Gas, LLC K# 959493	4.48	Section 4.48 – NRA ReservedEco K# 959493
Indianapolis Power & Light Company K# 957455	4.49	Section 4.49 – NRA IPLC K# 957455
NRG Business Marketing LLC K# 959357	4.50	Section 4.50 – NRA NRG K# 959357
Constellation Energy Generation, LLC K# 959360	4.51	Section 4.51 – NRA

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Shipper Name	Section #	Section Name
		Constellation K# 959360
Koch Energy Services, LLC K# 959362	4.52	Section 4.52 – NRA Koch K# 959362
Vitol, Inc. K# 959364	4.53	Section 4.53 – NRA Vitol K# 959364
EDF Trading North America, LLC K# 956714	4.54	Section 4.54 – NRA EDF K# 956714
Sequent Energy Management, LLC K# 956756	4.55	Section 4.55 – NRA Sequent K# 956756
ReservedCitigroup Energy, Inc. K# 959577	4.56	Section 4.56 – NRA ReservedCitigroup K# 959577
Spire Missouri Inc. K# 958854	4.57	Section 4.57 – NRA Spire K# 958854
ReservedKoch Energy Services, LLC K# 959623	4.58	Section 4.58 – NRA ReservedKoch K#959623
Eco-Energy Natural Gas, LLC K# 959654Reserved	4.59	Section 4.59 – NRA Eco K# 959654Reserved
Vitol, Inc. K# 959366	4.60	Section 4.60 – NRA Vitol K# 959366
Hartree Partners, LP. K# 959368	4.61	Section 4.61 – NRA Hartree K# 959368
Hartree Partners, L.P. K# 956480	4.62	Section 4.62 – NRA Hartree K# 956480
Stanchion Energy, LLC K# 958105	4.63	Section 4.63 – NRA Stanchion K# 958105
Castleton Commodities Merchant Trading L.P. K# 958223	4.64	Section 4.64 – NRA Castleton K# 958223
Castleton Commodities Merchant Trading L.P. K# 958224	4.65	Section 4.65 – NRA Castleton K# 958224
Castleton Commodities Merchant Trading L.P. K# 958225	4.66	Section 4.66 – NRA Castleton K# 958225
BP Energy Company K# 959372	4.67	Section 4.67 – NRA BP K# 959372

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Shipper Name	Section #	Section Name
Reserved	4.68	Section 4.68 – NRA Reserved
Reserved	4.69	Section 4.69 – NRA Reserved
Duke Energy Indiana, LLC K# 957540	4.70	Section 4.70 – NRA Duke K# 957540
Reserved	4.71	Section 4.71 – NRA Reserved
Reserved	4.72	Section 4.72 – NRA Reserved
Reserved	4.73	Section 4.73 – NRA Reserved

Reserved for future use.

**~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS~~**

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of December 20, 2023, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.~~

1. ~~THIS AGREEMENT IS: (Check one)~~

~~effective January 1, 2024 and is the original contract.~~

~~_____ effective _____, this Amendment No. ___ amends and restates
_____ FTS Contract No. _____ effective _____~~

~~_____ Capacity rights for this Agreement were permanently released from _____.~~

2. ~~SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:~~

~~CARBONBETTER, LLC
ATTN: Ben Huff
813 SPRINGDALE RD
AUSTIN, TX 78702
(317) 333-7281
ben@carbonbetter.com~~

3. ~~TERM OF SERVICE:~~

~~_____ (Date, Period of Time or Event): January 1, 2024
_____ to~~

~~_____ (Date, Period of Time or Event): January 31, 2024~~

4. ~~SHIPPER'S STATUS:~~

~~_____ Local Distribution Company
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
 Other: MARKETER~~

Rockies Express Pipeline LLC

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~~5. TRANSPORTATION ON BEHALF OF:~~

- ~~_____ Local Distribution Company~~
- ~~_____ Intrastate Pipeline Company~~
- ~~_____ Interstate Pipeline Company~~
- ~~Other: SHIPPER~~

~~6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~

~~_____ (Date, Period of Time or Event) _____ MDQ~~
~~January 1, 2024 - January 31, 2024 20,000~~

~~7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>01/01/2024 - 01/31/2024</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>20,000</u>	<u>NO</u>

~~8. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>01/01/2024 - 01/31/2024</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>20,000</u>	<u>NO</u>

~~9. DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."): There is no delivery pressure agreement.~~

~~10. RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:
(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff) _____
 None
____ Lump sum payment of _____
____ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):
____ Yes
 No~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):
 Yes
____ No~~

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)
Applicable charges per Tariff as may be assessed by Transporter.~~

~~11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

~~(Check one):
 Not Applicable
____ Applicable (Complete the following):~~

~~____
Notice of ROFR Exercise: _____
____ Per the Tariff; or ____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).
(Check one):~~

~~Not Applicable
 Applicable (Complete the following):~~

~~Notice of Rollover Exercise:~~

~~Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~13. ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

~~N/A~~

~~14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:

Shipper: CarbonBetter, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

~~This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on December 20, 2023 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and CarbonBetter, LLC (“Shipper”).~~

~~In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.~~

ARTICLE 1 NEGOTIATED RATE PARAMETERS

~~1.1 **Negotiated Rate Term:** From January 1, 2024 through January 31, 2024.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959485, dated December 20, 2023 (the “Transportation Agreement”).~~

~~The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.~~

~~1.3 **Eligible Firm Transportation Quantity:** 20,000 dekatherms per day (“Dth/d”).~~

~~1.4 **Negotiated Rate(s):**~~

~~For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$14.33000 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).~~

~~1.5 **Eligible Primary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~1.6 — **Eligible Secondary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any Receipt Point on Segments 130, 140, 150, 160*, 170*, in Zone 2*, and Zone 3, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.~~

~~1.7 — **Eligible Primary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~*The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate~~

~~1.8 — **Eligible Secondary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any Delivery Point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, in Zone 2*, and Zone 3, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.~~

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

~~2.1 — **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.~~

~~2.2 — **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from~~

~~time to time (“Tariff”) shall apply to service provided to Shipper under the Transportation Agreement.~~

~~2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

~~_____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

~~ROCKIES EXPRESS PIPELINE LLC _____ CARBONBETTER, LLC _____~~

~~By: _____ By: _____~~

~~Name: _____ Name: _____~~

~~Title: _____ Title: _____~~

Reserved for future use.

**~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS~~**

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of December 20, 2023, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.~~

~~1. THIS AGREEMENT IS: (Check one)~~

~~effective January 1, 2024 and is the original contract.~~

~~_____ effective _____, this Amendment No. ___ amends and restates
_____ FTS Contract No. _____ effective _____~~

~~_____ Capacity rights for this Agreement were permanently released from _____.~~

~~2. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:~~

~~HARTREE PARTNERS, LP.
ATTN: Virag Jaisinghani
1200 SMITH STREET, SUITE 1160
HOUSTON, TX 77002
(713) 470-6984
vjaisinghani@hartreepartners.com~~

~~3. TERM OF SERVICE:~~

~~_____ (Date, Period of Time or Event): January 1, 2024
_____ to
_____ (Date, Period of Time or Event): January 31, 2024~~

~~4. SHIPPER'S STATUS:~~

~~_____ Local Distribution Company
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
 Other: MARKETER~~

Rockies Express Pipeline LLC

FERC Gas Tariff
Original Volume - The Book of Contracts

Section 4.43 - NRA Reserved
Section Version: 29.0.0

~~5. TRANSPORTATION ON BEHALF OF:~~

- ~~_____ Local Distribution Company~~
- ~~_____ Intrastate Pipeline Company~~
- ~~_____ Interstate Pipeline Company~~
- ~~Other: SHIPPER~~

~~6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~

~~_____ (Date, Period of Time or Event) _____ MDQ~~
~~January 1, 2024 - January 31, 2024 20,000~~

~~7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>01/01/2024 - 01/31/2024</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>20,000</u>	<u>NO</u>

~~8. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>01/01/2024 - 01/31/2024</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>20,000</u>	<u>NO</u>

~~9. DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."): There is no delivery pressure agreement.~~

~~10. RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:
(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff) _____
 None
____ Lump-sum payment of _____
____ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):
____ Yes
 No~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):
 Yes
____ No~~

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)
Applicable charges per Tariff as may be assessed by Transporter.~~

~~11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

~~(Check one):
 Not Applicable
____ Applicable (Complete the following):~~

~~____
Notice of ROFR Exercise: _____
____ Per the Tariff; or ____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).
(Check one):~~

~~Not Applicable
 Applicable (Complete the following):~~

~~Notice of Rollover Exercise:~~

~~Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~13. ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

~~N/A~~

~~14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:

Shipper: Hartree Partners, LP

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

~~This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on December 20, 2023 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Hartree Partners, LP. (“Shipper”).~~

~~In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.~~

ARTICLE 1 NEGOTIATED RATE PARAMETERS

~~1.1 Negotiated Rate Term: From January 1, 2024 through January 31, 2024.~~

~~1.2 Transportation Agreement: Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959486, dated December 20, 2023 (the “Transportation Agreement”).~~

~~The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.~~

~~1.3 Eligible Firm Transportation Quantity: 20,000 dekatherms per day (“Dth/d”).~~

~~1.4 Negotiated Rate(s):~~

~~For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$15.44624 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).~~

~~1.5 Eligible Primary Receipt Point(s):~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~1.6 Eligible Secondary Receipt Point(s):~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any Receipt Point on Segments 130, 140, 150, 160*, 170*, in Zone 2*, and Zone 3, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for~~

~~nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.~~

~~1.7 **Eligible Primary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~*The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate~~

~~1.8 **Eligible Secondary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any Delivery Point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, in Zone 2*, and Zone 3, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.~~

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

~~2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.~~

~~2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.~~

~~2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all~~

~~other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

~~_____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

~~ROCKIES EXPRESS PIPELINE LLC _____ HARTREE PARTNERS, LP. _____~~

~~By: _____ By: _____~~

~~Name: _____ Name: _____~~

~~Title: _____ Title: _____~~

Reserved for future use.

~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS~~

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of December 20, 2023, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.~~

~~1. THIS AGREEMENT IS: (Check one)~~

~~effective January 1, 2024 and is the original contract.~~

~~_____ effective _____, this Amendment No. ___ amends and restates
_____ FTS Contract No. _____ effective _____~~

~~_____ Capacity rights for this Agreement were permanently released from _____.~~

~~2. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:~~

~~CASTLETON COMMODITIES MERCHANT
TRADING L.P.
ATTN: Contract Administration
811 MAIN ST., STE 3500
HOUSTON, TX 77002
(281) 378-1282
htn-ctradmin@cci.com~~

~~3. TERM OF SERVICE:~~

~~_____ (Date, Period of Time or Event): January 1, 2024
_____ to
_____ (Date, Period of Time or Event): January 31, 2024~~

~~4. SHIPPER'S STATUS:~~

~~_____ Local Distribution Company
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
 Other: MARKETER~~

~~5. TRANSPORTATION ON BEHALF OF:~~

- ~~_____ Local Distribution Company~~
- ~~_____ Intrastate Pipeline Company~~
- ~~_____ Interstate Pipeline Company~~
- ~~X Other: SHIPPER~~

~~6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~

~~_____ (Date, Period of Time or Event) _____ MDQ~~

~~January 1, 2024 - January 31, 2024 30,000~~

~~7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>01/01/2024 - 01/31/2024</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>30,000</u>	<u>NO</u>

~~8. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>01/01/2024 - 01/31/2024</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>30,000</u>	<u>NO</u>

~~9. DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures.")~~ ~~There is no delivery pressure agreement.~~

~~10. RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:
(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff) _____
 None
____ Lump-sum payment of _____
____ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):
____ Yes
 No~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):
 Yes
____ No~~

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)
Applicable charges per Tariff as may be assessed by Transporter.~~

~~11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

~~(Check one):
 Not Applicable
____ Applicable (Complete the following):~~

~~Notice of ROFR Exercise: _____
____ Per the Tariff; or ____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).
(Check one):~~

~~Not Applicable
 Applicable (Complete the following):~~

~~Notice of Rollover Exercise:~~

~~Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~13. ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

~~N/A~~

~~14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:

~~Shipper: Castleton Commodities Merchant Trading L.P.
By: Castleton Commodities Trading GP LLC
Its General Partner~~

~~Signature: _____~~

~~Title: _____~~

Transporter Approval:

~~Transporter: Rockies Express Pipeline LLC~~

~~Signature: _____~~

~~Title: _____~~

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

~~This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on December 20, 2023 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Castleton Commodities Merchant Trading LP (“Shipper”).~~

~~In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.~~

ARTICLE 1 NEGOTIATED RATE PARAMETERS

~~1.1 Negotiated Rate Term: From January 1, 2024 through January 31, 2024.~~

~~1.2 Transportation Agreement: Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959496, dated December 20, 2023 (the “Transportation Agreement”).~~

~~The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.~~

~~1.3 Eligible Firm Transportation Quantity: 30,000 dekatherms per day (“Dth/d”).~~

~~1.4 Negotiated Rate(s):~~

~~For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$13.54000 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).~~

~~1.5 Eligible Primary Receipt Point(s):~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~1.6 Eligible Secondary Receipt Point(s):~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any Receipt Point on Segments 130, 140, 150, 160*, 170*, in Zone 2*, and Zone 3, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for~~

~~nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.~~

~~1.7 **Eligible Primary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~*The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate~~

~~1.8 **Eligible Secondary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any Delivery Point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, in Zone 2*, and Zone 3, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.~~

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

~~2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.~~

~~2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.~~

~~2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all~~

~~other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

~~_____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

~~ROCKIES EXPRESS PIPELINE LLC _____ CASTLETON COMMODITIES MERCHANT

TRADING L.P.

BY: CASTLETON COMMODITIES

TRADING GP LLC

ITS GENERAL PARTNER _____~~

~~By: _____ By: _____~~

~~Name: _____ Name: _____~~

~~Title: _____ Title: _____~~

Reserved for future use.

**~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS~~**

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of December 20, 2023, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.~~

~~1. THIS AGREEMENT IS: (Check one)~~

~~effective January 1, 2024 and is the original contract.~~

~~_____ effective _____, this Amendment No. ___ amends and restates
_____ FTS Contract No. _____ effective _____~~

~~_____ Capacity rights for this Agreement were permanently released from _____.~~

~~2. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:~~

~~ECO ENERGY NATURAL GAS, LLC
ATTN: Luke Hurley
6100 TOWER CIRCLE, SUITE 500
FRANKLIN, TN 37067
(615) 636-7899
lukeh@eco-energy.com~~

~~3. TERM OF SERVICE:~~

~~_____ (Date, Period of Time or Event): January 1, 2024
_____ to~~

~~_____ (Date, Period of Time or Event): January 31, 2024~~

~~4. SHIPPER'S STATUS:~~

~~_____ Local Distribution Company
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
 Other: MARKETER~~

Rockies Express Pipeline LLC

FERC Gas Tariff
Original Volume - The Book of Contracts

Section 4.48 - NRA Reserved
Section Version: 21.0.0

~~5. TRANSPORTATION ON BEHALF OF:~~

- ~~_____ Local Distribution Company~~
- ~~_____ Intrastate Pipeline Company~~
- ~~_____ Interstate Pipeline Company~~
- ~~Other: SHIPPER~~

~~6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~

~~_____ (Date, Period of Time or Event) _____ MDQ~~
~~January 1, 2024 - January 31, 2024 31,400~~

~~7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>01/01/2024 - 01/31/2024</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>31,400</u>	<u>NO</u>

~~8. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>01/01/2024 - 01/31/2024</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>31,400</u>	<u>NO</u>

~~9. DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."): There is no delivery pressure agreement.~~

~~10. RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:
(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff) _____
 None
____ Lump sum payment of _____
____ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):
____ Yes
 No~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):
 Yes
____ No~~

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)
Applicable charges per Tariff as may be assessed by Transporter.~~

~~11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

~~(Check one):
 Not Applicable
____ Applicable (Complete the following):~~

~~____
Notice of ROFR Exercise: _____
____ Per the Tariff; or ____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).
(Check one):~~

~~Not Applicable
 Applicable (Complete the following):~~

~~Notice of Rollover Exercise:~~

~~Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~13. ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

~~N/A~~

~~14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:

Shipper: Eco-Energy Natural Gas, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on December 20, 2023 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Eco-Energy Natural Gas, LLC (“Shipper”).~~

~~In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.~~

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

~~1.1 **Negotiated Rate Term:** From January 1, 2024 through January 31, 2024.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959493, dated December 20, 2023 (the “Transportation Agreement”).~~

~~The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.~~

~~1.3 **Eligible Firm Transportation Quantity:** 31,400 dekatherms per day (“Dth/d”).~~

~~1.4 **Negotiated Rate(s):**~~

~~For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$13.29000 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).~~

~~1.5 **Eligible Primary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~1.6 **Eligible Secondary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any Receipt Point on Segments 130, 140, 150, 160*, 170*, in Zone 2*, and Zone 3, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.~~

~~1.7 **Eligible Primary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~*The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate~~

~~1.8 **Eligible Secondary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any Delivery Point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, in Zone 2*, and Zone 3, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.~~

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

~~2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.~~

~~2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.~~

~~2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

Rockies Express Pipeline LLC

FERC Gas Tariff
Original Volume - The Book of Contracts

Section 4.48 - NRA Reserved
Section Version: 21.0.0

~~REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

~~ROCKIES EXPRESS PIPELINE LLC~~ ~~ECO ENERGY NATURAL GAS, LLC~~

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Reserved for future use.

~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS~~

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of January 4, 2024, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.~~

~~1. THIS AGREEMENT IS: (Check one)~~

~~effective January 6, 2024 and is the original contract.~~

~~_____ effective _____, this Amendment No. ___ amends and restates
_____ FTS Contract No. _____ effective _____~~

~~_____ Capacity rights for this Agreement were permanently released from _____.~~

~~2. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:~~

~~CITIGROUP ENERGY, INC.
ATTN: Rob Purdy
1301 FANNIN, SUITE 2300
HOUSTON, TX 770022
(312) 253-2911
rob.purdy@citi.com~~

~~3. TERM OF SERVICE:~~

~~_____ (Date, Period of Time or Event): January 6, 2024
_____ to
_____ (Date, Period of Time or Event): January 31, 2024~~

~~4. SHIPPER'S STATUS:~~

~~_____ Local Distribution Company
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
 Other: MARKETER~~

Rockies Express Pipeline LLC

FERC Gas Tariff
Original Volume - The Book of Contracts

Section 4.56 - NRA Reserved
Section Version: 14.0.0

~~5. TRANSPORTATION ON BEHALF OF:~~

- ~~_____ Local Distribution Company~~
- ~~_____ Intrastate Pipeline Company~~
- ~~_____ Interstate Pipeline Company~~
- ~~Other: SHIPPER~~

~~6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~

~~_____ (Date, Period of Time or Event) _____ MDQ~~
~~January 6, 2024 - January 31, 2024 10,000~~

~~7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>01/06/2024 - 01/31/2024</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>10,000</u>	<u>YES</u>

~~8. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>01/06/2024 - 01/31/2024</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>10,000</u>	<u>NO</u>

~~9. DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."): There is no delivery pressure agreement.~~

10. ~~RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:
(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff) _____
 None
____ Lump sum payment of _____
____ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):
____ Yes
 No~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):
____ Yes
 No~~

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)
Applicable charges per Tariff as may be assessed by Transporter.~~

11. ~~RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

~~(Check one):
 Not Applicable
____ Applicable (Complete the following):~~

~~_____ Notice of ROFR Exercise: _____~~

~~_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).
(Check one):~~

~~Not Applicable
 Applicable (Complete the following):~~

~~Notice of Rollover Exercise:
_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~13. ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

~~N/A~~

~~14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:

Shipper: Citigroup Energy, Inc.

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on January 4, 2024 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Citigroup Energy, Inc. (“Shipper”).~~

~~In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.~~

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

~~1.1 **Negotiated Rate Term:** From January 6, 2024 through January 31, 2024.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 959577, dated January 4, 2024 (the “Transportation Agreement”).~~

~~The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.~~

~~1.3 **Eligible Firm Transportation Quantity:** 10,000 dekatherms per day (“Dth/d”).~~

~~1.4 **Negotiated Rate(s):**~~

~~For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$12.16667 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).~~

~~1.5 **Eligible Primary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~1.6 **Eligible Secondary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any point on Segments 130, 140, 150, 160*, 170*, in Zone 2*, and Zone 3, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~*The Cheyenne Hub Facilities are subject to Cheyenne Hub Incremental Facilities Rate~~

~~1.7 — **Eligible Primary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~*The Cheyenne Hub Facilities are subject to Cheyenne Hub Incremental Facilities Rate~~

~~1.8 — **Eligible Secondary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, in Zone 2* and Zone 3, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~*The Cheyenne Hub Facilities are subject to Cheyenne Hub Incremental Facilities Rate~~

~~**ARTICLE 2**~~
~~**NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES**~~

~~2.1 — **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.~~

~~2.2 — **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.~~

~~2.3 — **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

Rockies Express Pipeline LLC

FERC Gas Tariff
Original Volume - The Book of Contracts

Section 4.56 - NRA Reserved
Section Version: 14.0.0

~~REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

~~ROCKIES EXPRESS PIPELINE LLC~~ ~~CITIGROUP ENERGY, INC.~~

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Reserved for future use.

**~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS~~**

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of January 11, 2024, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.~~

1. ~~THIS AGREEMENT IS: (Check one)~~

~~effective January 13, 2024 and is the original contract.~~

~~_____ effective _____, this Amendment No. ___ amends and restates
_____ FTS Contract No. _____ effective _____~~

~~_____ Capacity rights for this Agreement were permanently released from _____.~~

2. ~~SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:~~

~~KOCH ENERGY SERVICES, LLC
ATTN: Darnell Bortz
20 GREENWAY PLAZA, 8TH FLOOR
HOUSTON, TX 77046
(713) 544-5857
darnell.bortz@kochind.com~~

3. ~~TERM OF SERVICE:~~

~~_____ (Date, Period of Time or Event): January 13, 2024
_____ to
_____ (Date, Period of Time or Event): January 31, 2024~~

4. ~~SHIPPER'S STATUS:~~

~~_____ Local Distribution Company
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
 Other: MARKETER~~

5. ~~TRANSPORTATION ON BEHALF OF:~~

- ~~_____ Local Distribution Company~~
- ~~_____ Intrastate Pipeline Company~~
- ~~_____ Interstate Pipeline Company~~
- ~~X Other: SHIPPER~~

6. ~~RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~

~~_____ (Date, Period of Time or Event) _____ MDQ~~

~~January 13, 2024 - January 31, 2024 2,800~~

7. ~~PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>01/13/2024 - 01/31/2024</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>2,800</u>	<u>YES</u>

8. ~~PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>01/13/2024 - 01/31/2024</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>2,800</u>	<u>NO</u>

9. ~~DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."):~~ ~~There is no delivery pressure agreement.~~

~~10. RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:
(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff) _____
 None
____ Lump-sum payment of _____
____ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):
____ Yes
 No~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):
____ Yes
 No~~

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)
Applicable charges per Tariff as may be assessed by Transporter.~~

~~11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

~~(Check one):
 Not Applicable
____ Applicable (Complete the following):~~

~~Notice of ROFR Exercise: _____
____ Per the Tariff; or ____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).
(Check one):~~

~~Not Applicable
 Applicable (Complete the following):~~

~~Notice of Rollover Exercise:~~

~~Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~13. ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

~~N/A~~

~~14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:

Shipper: Koch Energy Services, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on January 11, 2024 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Koch Energy Services, LLC (“Shipper”).~~

~~In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.~~

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

~~1.1 **Negotiated Rate Term:** From January 13, 2024 through January 31, 2024.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 959623, dated January 11, 2024 (the “Transportation Agreement”).~~

~~The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.~~

~~1.3 **Eligible Firm Transportation Quantity:** 2,800 dekatherms per day (“Dth/d”).~~

~~1.4 **Negotiated Rate(s):**~~

~~For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$15.50000 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).~~

~~1.5 **Eligible Primary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

~~1.6 **Eligible Secondary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, and within Zone 2* and Zone 3.~~

~~*The Cheyenne Hub Facilities are subject to Cheyenne Hub Incremental Facilities Rate~~

~~1.7 — **Eligible Primary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.~~

~~*The Cheyenne Hub Facilities are subject to Cheyenne Hub Incremental Facilities Rate~~

~~1.8 — **Eligible Secondary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, in Zone 2* and Zone 3.~~

~~*The Cheyenne Hub Facilities are subject to Cheyenne Hub Incremental Facilities Rate~~

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

~~2.1 — **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.~~

~~2.2 — **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.~~

~~2.3 — **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

Rockies Express Pipeline LLC

FERC Gas Tariff
Original Volume - The Book of Contracts

Section 4.58 - NRA Reserved
Section Version: 11.0.0

~~REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

~~ROCKIES EXPRESS PIPELINE LLC~~ ~~KOCH ENERGY SERVICES, LLC~~

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of January 22, 2024, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

X effective February 1, 2024 and is the original contract.

 effective , this Amendment No. amends and restates
FTS Contract No. effective

 Capacity rights for this Agreement were permanently released from .

2. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

ECO-ENERGY NATURAL GAS, LLC
ATTN: Luke Hurley
6100 TOWER CIRCLE, SUITE 500
FRANKLIN, TN 37067
(615) 636-7899
lukeh@eco-energy.com

3. TERM OF SERVICE:

 (Date, Period-of-Time or Event): February 1, 2024
 to
 (Date, Period-of-Time or Event): February 29, 2024

4. SHIPPER'S STATUS:

 Local Distribution Company
 Intrastate Pipeline Company
 Interstate Pipeline Company
X Other: MARKETER

Rockies Express Pipeline LLC

FERC Gas Tariff
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Section 4.59 - NRA Eco K# 959654
Section Version: 6.0.0

5. TRANSPORTATION ON BEHALF OF:

- Local Distribution Company
- Intrastate Pipeline Company
- Interstate Pipeline Company
- Other: SHIPPER

6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>February 1, 2024 - February 29, 2024</u>	<u>21,400</u>

7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>02/01/2024 - 02/29/2024</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>21,400</u>	<u>NO</u>

8. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>02/01/2024 - 02/29/2024</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>21,400</u>	<u>NO</u>

9. DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."): There is no delivery pressure agreement.

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

Incremental Facility Charge:
(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

None
Lump-sum payment of _____
Monthly fee of _____ through _____.

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):

Yes
 No

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):

Yes
 No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)
Applicable charges per Tariff as may be assessed by Transporter.

11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).

(Check one):
 Not Applicable
 Applicable (Complete the following):

Notice of ROFR Exercise: _____

Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).
(Check one):

 X Not Applicable
 Applicable (Complete the following):

Notice of Rollover Exercise:
 Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

N/A

14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Shipper Approval:

Shipper: Eco-Energy Natural Gas, LLC
Signature: _____
Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC
Signature: _____
Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on January 22, 2024 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Eco-Energy Natural Gas, LLC (“Shipper”).

In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From February 1, 2024 through February 29, 2024.

1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959654, dated January 22, 2024 (the “Transportation Agreement”).

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 **Eligible Firm Transportation Quantity:** 21,400 dekatherms per day (“Dth/d”).

1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$15.20834 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

1.5 **Eligible Primary Receipt Point(s):**

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement, provided that the resulting transportation path flows east-to-west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on the REX mainline.

1.6 **Eligible Secondary Receipt Point(s):**

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of Any Receipt Point on Segments 130, 140, 150, 160*, 170*, in Zone 2*, and Zone 3; provided that the resulting transportation path flows east-to-west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on the REX mainline.

* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement, provided that the resulting transportation path flows east-to-west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on the REX mainline.

1.8 Eligible Secondary Delivery Point(s):

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of Any Delivery Point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, in Zone 2*, and Zone 3; provided that the resulting transportation path flows east-to-west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on the REX mainline.

* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

2.1 General Negotiated Rate Limitations. The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.

2.2 Applicable Maximum Rates, Charges, and Surcharges. Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.

2.3 Capacity Releases. Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

Rockies Express Pipeline LLC

FERC Gas Tariff
Original Volume - The Book of Contracts

Section 4.59 - NRA Eco K# 959654
Section Version: 6.0.0

REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

ROCKIES EXPRESS PIPELINE LLC

ECO-ENERGY NATURAL GAS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

~~**Reserved for future use.**~~