



March 29, 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 Agreements and Amendment
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 April 1, 2024:

<u>Section Name</u>	<u>Section Version</u>
Third Revised Volume No. 1	
Negotiated Rates – 4	121.0.0
Original Volume – The Book of Contracts	
Section 2 – Table of Contents – Book of Contracts	146.0.0
Section 4.22 – NRA Reserved	9.0.0
Section 4.23 – NRA Reserved	8.0.0
Section 4.39 – NRA Tenaska K# 954057	17.0.0
Section 4.56 – NRA Eco K# 956502	15.0.0
Section 4.58 – NRA Hartree K# 959481	12.0.0
Section 4.59 – NRA Reserved	7.0.0
Section 4.63 – NRA Reserved	3.0.0
Section 4.64 – NRA Reserved	3.0.0
Section 4.65 – NRA Reserved	4.0.0
Section 4.66 – NRA Reserved	7.0.0
Section 4.68 – NRA Reserved	5.0.0
Section 4.69 – NRA Reserved	5.0.0
Section 4.71 – NRA Castleton K# 959862	2.0.0
Section 4.72 – NRA Castleton K# 959863	2.0.0
Section 4.73 – NRA Castleton K# 959864	2.0.0

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.

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 five new negotiated rate transportation service agreements ("TSAs") between Rockies Express and:

Eco-Energy Natural Gas, LLC, ("Eco"), Contract No. 956502

Hartree Partners, LP, ("Hartree"), Contract No. 959481

Castleton Commodities Merchant Trading, L.P., ("Castleton"), Contract No. 959862

Castleton Commodities Merchant Trading, L.P., ("Castleton"), Contract No. 959863

Castleton Commodities Merchant Trading, L.P., ("Castleton"), Contract No. 959864

Copies of the TSAs are attached hereto. The contracts have an effective date of April 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 five new TSAs, together with the Proposed Tariff Sections, of which the tariff section labeled "Negotiated Rates – 4," Section Version No. 121.0.0, lists the subject agreements, including, *inter alia*, the shippers' names, contract numbers, and contract terms, as well as a reference to this instant filing.

Rockies Express hereby affirms that the TSAs identified above do 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 April 1, 2024, consistent with the effective date of the TSAs.

Additionally, Rockies Express is submitting one amended and restated negotiated rate TSA. Rockies Express will be replacing the on-file transportation service agreement with Tenaska Marketing Ventures ("Tenaska"), Contract No. 954057. The changes in the TSA are limited to

¹ 18 CFR § 154 (2023).

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").

changes in the term of service, Primary Receipt and Delivery Points, and Eligible Secondary Receipt and Delivery Points.

The amendment to Contract No. 954057, a copy of which is attached hereto, has an effective date of April 1, 2024. Rockies Express is filing the amended and restated TSA together with the Proposed Tariff Sections, which set forth the shipper's name and contract terms.

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 April 1, 2024:

Third Revised Volume No. 1:

Negotiated Rates – 4, Version No. 121.0.0

- Remove footnotes 8, 19, 21, 26, 28, and reserve for future use.
- Remove references to Contract Nos. 959654, 959738, and 959739, as they expired on February 29, 2024, and reserve for future use.
- Remove references to Contract Nos. 953934, 954235, 958105, 958223, 958224, and 958225, as they expire on March 31, 2024, and reserve for future use.

Original Volume – The Book of Contracts

Section 2 – Table of Contents – Book of Contracts, Version 146.0.0

- Remove references to Contract Nos. 959654, 959738, and 959739, as they expired on February 29, 2024, and reserve for future use.
- Remove references to Contract Nos. 953934, 954235, 958105, 958223, 958224, and 958225, as they expire on March 31, 2024, and reserve for future use.

Section 4.22 – NRA Reserved, Version 9.0.0

- Remove Contract No. 953934, as the contract expires on March 31, 2024, and reserve for future use.

Section 4.23 – NRA Reserved, Version 8.0.0

- Remove Contract No. 954235, as the contract expires on March 31, 2024, and reserve for future use.

Section 4.59 – NRA Reserved, Version 7.0.0

- Remove Contract No. 959654, as the contract expired on February 29, 2024, and reserve for future use.

Section 4.63 – NRA Reserved, Version 3.0.0

- Remove Contract No. 958105, as the contract expires on March 31, 2024, and reserve for future use.

Section 4.64 – NRA Reserved, Version 3.0.0

- Remove Contract No. 958223, as the contract expires on March 31, 2024, and reserve for future use.

Section 4.65 – NRA Reserved, Version 4.0.0

- Remove Contract No. 959224, as the contract expires on March 31, 2024, and reserve for future use.

Section 4.66 – NRA Reserved, Version 7.0.0

- Remove Contract No. 959225, as the contract expires on March 31, 2024, and reserve for future use.

Section 4.68 – NRA Reserved, Version 5.0.0

- Remove Contract No. 959738, as the contract expired on February 29, 2024, and reserve for future use.

Section 4.69 – NRA Reserved, Version 5.0.0

- Remove Contract No. 959739, as the contract expired on February 29, 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 April 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 April 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.

In compliance with 18 CFR § 154.204(f), Rockies Express states that it has no other filings pending before the Commission that will significantly affect the Proposed Tariff Sections tendered in this proceeding.

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).

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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
303-763-3438
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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, 2024 March 31, 2025	20,000	<u>22/</u>	<u>22/</u>	<u>22/</u>	<u>22/</u>

Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

Negotiated Rates - 4
Section Version: 121.0.0

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>
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>
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>

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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.
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>
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>

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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.
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							

Issued on: March 29, 2024
Effective on: April 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>
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>
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>
Eco-Energy Natural Gas, LLC	956502 (FT)	April 1, 2024 March 31, 2027	11,600	<u>24/</u>	<u>24/</u>	<u>24/</u>	<u>24/</u>
Hartree Partners, L.P.	959481 (FT)	April 1, 2024 October 31, 2024	110,000	<u>24/</u>	<u>24/</u>	<u>24/</u>	<u>24/</u>
Castleton Commodities Merchant Trading L.P.	959862	April 1, 2024 March 31, 2025	40,000	<u>24/</u>	<u>24/</u>	<u>24/</u>	<u>24/</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.
Castleton Commodities Merchant Trading L.P.	959863	April 1, 2024 March 31, 2025	40,000	<u>24/</u>	<u>24/</u>	<u>24/</u>	<u>24/</u>
Castleton Commodities Merchant Trading L.P.	959864	April 1, 2024 March 31, 2025	20,000	<u>24/</u>	<u>24/</u>	<u>24/</u>	<u>24/</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/ Reserved for future use.
- 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/ Reserved for future use.

22/ 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, and on March 29, 2024 at Docket No. RP24-____.

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/ This information is set out in the negotiated rate agreement filed with the Commission on March 29, 2024 at Docket No. RP24-____.

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/ Reserved for future use.

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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/ 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
Reserved	4.22	Section 4.22 – NRA Reserved
Reserved	4.23	Section 4.23 – NRA Reserved
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
Eco-Energy Natural Gas, LLC K# 956502	4.56	Section 4.56 – NRA Eco K# 956502
Spire Missouri Inc. K# 958854	4.57	Section 4.57 – NRA Spire K# 958854
Hartree Partners, L.P. K# 959481	4.58	Section 4.58 – NRA Hartree K# 959481
Reserved	4.59	Section 4.59 – NRA Reserved
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
Reserved	4.63	Section 4.63 – NRA Reserved
Reserved	4.64	Section 4.64 – NRA Reserved
Reserved	4.65	Section 4.65 – NRA Reserved
Reserved	4.66	Section 4.66 – NRA Reserved
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
Castleton Commodities Merchant Trading L.P. K# 959862	4.71	Section 4.71 – NRA Castleton K# 959862
Castleton Commodities Merchant Trading L.P. K# 959863	4.72	Section 4.72 – NRA Castleton K# 959863
Castleton Commodities Merchant Trading L.P. K# 959864	4.73	Section 4.73 – NRA Castleton K# 959864

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 February 23, 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 ___ and is the original contract.

effective April 1, 2024, this Amendment No. 2 amends and restates
FTS Contract No. 954057 effective June 8, 2020

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

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

TENASKA MARKETING VENTURES
ATTN: Rick Pieper
1225 17TH STREET, STE. 2460
DENVER, CO 80202
(303) 723-9313
rpieper@tenaska.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2020
to

(Date, Period-of-Time or Event): March 31, 2028

4. SHIPPER’S STATUS:

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

Rockies Express Pipeline LLC

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Section Version: 17.0.0

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)MDQApril 1, 2024 – March 31, 202820,000

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>04/01/2022 – 01/31/2025</u>	<u>42234</u>	<u>WHITE RI/REX MEEKER RIO BLANCO</u>	<u>10,000</u>	<u>NO</u>
<u>04/01/2022 - 03/31/2025</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>10,000</u>	<u>NO</u>
<u>04/01/2024 - 03/31/2028</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>20,000</u>	<u>NO</u>

Issued on: March 29, 2024

Effective on: April 1, 2024

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>04/01/2022 - 03/31/2025</u>	<u>42804</u>	<u>OVRTHRUS/REX WAMSUTTER (OT #27) SWE</u>	<u>20,000</u>	<u>NO</u>
<u>04/01/2025 – 03/31/2028</u>	<u>42804</u>	<u>OVRTHRUS/REX WAMSUTTER (OT #27) SWE</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

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.39 - NRA Tenaska K# 954057

Section Version: 17.0.0

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

Shipper Approval:

Shipper: Tenaska Marketing Ventures

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 February 23, 2024 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Tenaska Marketing Ventures** (“Shipper”). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Negotiated Rate Agreement between the parties hereto, dated July 21, 2021, and applicable to the Transportation Agreement identified in Section 1.2 below.

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 April 1, 2024 through March 31, 2025.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 954057, dated June 8, 2020 (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 \$5.17083 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)"). All Allocated Deliveries utilizing eligible primary or secondary points (defined in Sections 1.5 to 1.8) will be summed, regardless of flow direction or whether the receipt/delivery paths do or do not overlap, to determine Shipper’s usage of its MDQ. Allocated Deliveries in excess of the MDQ are not eligible for the Negotiated Rate and will incur an additional charge over the Negotiated Rate(s) equal to the maximum interruptible rate found on Rate Schedule ITS plus any usage charges (“Additional Charge”).

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

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

1.6 Eligible Secondary Receipt Point(s):

All points located within segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640 and 650 of Rockies Express' system.

*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.

1.8 Eligible Secondary Delivery Point(s):

All points located within segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640 and 650 of Rockies Express' system.

*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 identified (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 FERC 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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Section Version: 17.0.0

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

TENASKA MARKETING VENTURES

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 December 6, 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 _____ and is the original contract.

effective March 1, 2024, this Amendment No. 1 amends and restates
FTS Contract No. 956502 effective January 13, 2022

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): March 1, 2022

to

(Date, Period-of-Time or Event): March 31, 2027

4. SHIPPER’S STATUS:

Local Distribution Company

Intrastate Pipeline Company

Interstate Pipeline Company

Other: MARKETER

Rockies Express Pipeline LLC

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Section 4.56 - NRA Eco K# 956502

Section Version: 15.0.0

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) MDQMarch 1, 2024 - March 31, 2027 11,600

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>03/01/2022 - 02/29/2024</u>	<u>60364</u>	<u>REX/REX</u> <u>CHEYENNE</u> <u>COMPRESSION</u> <u>POOL</u>	<u>11,600</u>	<u>NO</u>
<u>03/01/2024 - 03/31/2027</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>11,600</u>	<u>YES</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>03/01/2022 - 02/29/2024</u>	<u>42804</u>	<u>OVRTHRUS/REX</u> <u>WAMSUTTER (OT</u> <u>#27) SWE</u>	<u>11,600</u>	<u>NO</u>
<u>03/01/2024 - 03/31/2027</u>	<u>42804</u>	<u>OVRTHRUS/REX</u> <u>WAMSUTTER (OT</u> <u>#27) SWE</u>	<u>11,600</u>	<u>NO</u>

Issued on: March 29, 2024

Effective on: April 1, 2024

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

X Applicable (Complete the following):

Notice of Rollover Exercise:

X 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 6, 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 April 1, 2024 through March 31, 2027.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 956502, dated January 13, 2022 (the “Transportation Agreement”).

The rate provisions of this Rate Agreement shall apply, as of April 1, 2024, to the service provided under the Transportation Agreement, as it may be amended from time to time.

- 1.3 **Eligible Firm Transportation Quantity:** 11,600 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 \$11.25417 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.

Eligible Secondary Receipt Point(s): All points located within segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2 and Zone 3, provided it results in transport that is in the East to West direction.

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

- 1.6 **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.

1.7 **Eligible Secondary Delivery Point(s):** All points located within segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2 and Zone 3, provided it results in transport that is in the East to West direction.

*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

ECO-ENERGY NATURAL GAS, 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 December 19, 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 April 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): April 1, 2024

to

(Date, Period-of-Time or Event): October 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 4.58 - NRA Hartree K# 959481
 Section Version: 12.0.0

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>April 1, 2024 - October 31, 2024</u>	<u>110,000</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>04/01/2024 - 10/31/2024</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>110,000</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>04/01/2024 - 10/31/2024</u>	<u>43948V</u>	<u>KERN/REX HAMSFORK (OT #17) LINC VIRT</u>	<u>110,000</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 19, 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 April 1, 2024 through October 31, 2024.
- 1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959481, dated December 19, 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:** 110,000 dekatherms per day (“Dth/d”).
- 1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, Shipper shall pay a fixed negotiated reservation rate of \$23.10400 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)”), plus all applicable maximum surcharges, incremental facilities rates, charges, fees, and penalties identified in the Tariff. REX is providing transportation on Segments 700 through 750, i.e., service on the MountainWest Overthrust Pipeline (“MWOP”), pursuant to Section 11.7(B) of the General Terms and Conditions of its Tariff, and thus Shipper is obligated to pay all charges (other than the firm transportation reservation rate on MWOP, which is covered by the Negotiated Rate), usage charges, surcharges, fuel, and penalties incurred by REX from MWOP.

- 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 Receipt Point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 700, 710, 720, 730, 740, 750, in Zone 2*,

and in Zone 3.

*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.

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*, 700, 710, 720, 730, 740, 750, in Zone 2*, and in Zone 3.

*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

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.58 - NRA Hartree K# 959481

Section Version: 12.0.0

ROCKIES EXPRESS PIPELINE LLC

HARTREE PARTNERS, LP.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Reserved for future use.

Reserved for future use.

Reserved for future use.

Reserved for future use.

Reserved for future use.

Reserved for future use.

Reserved for future use.

PALS REQUEST ORDER FORM

DATED: March 4, 2024

Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.

PALS Agreement #: 552795

Type of Service: Park X Loan X

Initiation Point Name(s) and Location(s): NGPL/REX MOULTRIE 44413

Completion Point Name(s) and Location(s): NGPL/REX MOULTRIE 44413

Maximum Aggregate Quantity: 40,000 (Dth)

Minimum Aggregate Quantity: 0 (Dth)

Term: Start April 1, 2024 End March 31, 2025

Schedule:

Date(s) Service to be Provided		Daily Quantity (Dth)			
		<input checked="" type="checkbox"/> Park or <input checked="" type="checkbox"/> Loan Payback		<input checked="" type="checkbox"/> Loan or <input checked="" type="checkbox"/> Park Payback	
From	Through	Minimum	Maximum	Minimum	Maximum
<u>04/01/2024</u>	<u>03/31/2025</u>	<u>0</u>	<u>20,000</u>	<u>0</u>	<u>20,000</u>

Rates:

Park or Loan Payback = quantities which Transporter RECEIVES from Shipper.

Loan or Park Payback = quantities which Transporter DELIVERS to Shipper.

Dates		Rate Description	Rate (\$/dth)
From	Through		
04/01/2024	03/31/2025	Initial Rate	See Additional Terms Permitted by Tariff
04/01/2024	03/31/2025	Balance Rate	See Additional Terms Permitted by Tariff
04/01/2024	03/31/2025	Completion Rate	See Additional Terms Permitted by Tariff

ADDITIONAL TERMS PERMITTED TARIFF:

For each month of the Term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Monthly Fee of \$384,000/month for the entirety of service provided under this Request Order 959862, Request Order 959863 and Request Order 959864. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 959862, Request Order 959863 and Request Order 959864; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 959862, Request Order 959863 and Request Order 959864 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 959862, Request Order 959863 and Request Order 959864; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS. It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order. Shipper must have a zero Dth balance at the end of each contract term.

If shipper elects a physical delivery point instead of a hub or pool point, it is the shipper’s responsibility to confirm with the downstream or upstream pipeline that they will accept displacement nominations, if necessary. Keep in mind that REX does not allow custody transfers (buys/sells) at physical locations that are deliveries only (e.g. NGPL Moultrie, ANR Shelby).

Shipper can elect multiple Injection/Withdrawal Points; provided however, shipper may not have an MAQ of less than 20,000 Dths at any Injection/Withdrawal Point on the system. Shippers may not have and MAQ of more than 50,000 Dths combined at points West of Segment 150 or East of Segment 360 or at the Cheyenne Hub Pool Points. The shipper will be provided a unique PALS contract (and therefore unique nominatable PALS contract number) for each Injection/Withdrawal Point selected.

Shipper may, at the negotiated rate, change and/or add an Injection/Withdrawal Point up to a total of five (5) times during the term of the agreement. A point change request must be received in writing. Point changes will only be granted if Shipper's balance is zero at the point they are leaving.

Gas injected at a specific point must be withdrawn from that same point and vice versa. Injections and withdrawals will not be netted across multiple Injection/Withdrawal Points.

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

Shipper Approval:

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: Its General Partner

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

PALS REQUEST ORDER FORM

DATED: March 4, 2024

Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.

PALS Agreement #: 552795

Type of Service: Park X Loan X

Initiation Point Name(s) and Location(s): WHITE RI/REX MEEKER RIO BLANCO 42234

Completion Point Name(s) and Location(s): WHITE RI/REX MEEKER RIO BLANCO 42234

Maximum Aggregate Quantity: 40,000 (Dth)

Minimum Aggregate Quantity: 0 (Dth)

Term: Start April 1, 2024 End March 31, 2025

Schedule:

Date(s) Service to be Provided		Daily Quantity (Dth)			
		<input checked="" type="checkbox"/> Park or <input checked="" type="checkbox"/> Loan Payback		<input checked="" type="checkbox"/> Loan or <input checked="" type="checkbox"/> Park Payback	
From	Through	Minimum	Maximum	Minimum	Maximum
<u>04/01/2024</u>	<u>03/31/2025</u>	<u>0</u>	<u>20,000</u>	<u>0</u>	<u>20,000</u>

Rates:

Park or Loan Payback = quantities which Transporter RECEIVES from Shipper.

Loan or Park Payback = quantities which Transporter DELIVERS to Shipper.

Dates		Rate Description	Rate (\$/dth)
From	Through		
04/01/2024	03/31/2025	Initial Rate	See Additional Terms Permitted by Tariff
04/01/2024	03/31/2025	Balance Rate	See Additional Terms Permitted by Tariff
04/01/2024	03/31/2025	Completion Rate	See Additional Terms Permitted by Tariff

ADDITIONAL TERMS PERMITTED TARIFF:

For each month of the Term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Monthly Fee of \$384,000/month for the entirety of service provided under this Request Order 959863, Request Order 959862 and Request Order 959864. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 959862, Request Order 959863 and Request Order 959864; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 959862, Request Order 959863 and Request Order 959864 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 959862, Request Order 959863 and Request Order 959864; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS. It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order. Shipper must have a zero Dth balance at the end of each contract term.

If shipper elects a physical delivery point instead of a hub or pool point, it is the shipper’s responsibility to confirm with the downstream or upstream pipeline that they will accept displacement nominations, if necessary. Keep in mind that REX does not allow custody transfers (buys/sells) at physical locations that are deliveries only (e.g. NGPL Moultrie, ANR Shelby).

Shipper can elect multiple Injection/Withdrawal Points; provided however, shipper may not have an MAQ of less than 20,000 Dths at any Injection/Withdrawal Point on the system. Shippers may not have and MAQ of more than 50,000 Dths combined at points West of Segment 150 or East of Segment 360 or at the Cheyenne Hub Pool Points. The shipper will be provided a unique PALS contract (and therefore unique nominatable PALS contract number) for each Injection/Withdrawal Point selected.

Shipper may, at the negotiated rate, change and/or add an Injection/Withdrawal Point up to a total of five (5) times during the term of the agreement. A point change request must be received in writing. Point changes will only be granted if Shipper's balance is zero at the point they are leaving.

Gas injected at a specific point must be withdrawn from that same point and vice versa. Injections and withdrawals will not be netted across multiple Injection/Withdrawal Points.

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

Shipper Approval:

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: Its General Partner

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

PALS REQUEST ORDER FORM

DATED: March 4, 2024

Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.

PALS Agreement #: 552795

Type of Service: Park X Loan X

Initiation Point Name(s) and Location(s): CLARINGTON HUB POOL 45222

Completion Point Name(s) and Location(s): CLARINGTON HUB POOL 45222

Maximum Aggregate Quantity: 20,000 (Dth)

Minimum Aggregate Quantity: 0 (Dth)

Term: Start April 1, 2024 End March 31, 2025

Schedule:

Date(s) Service to be Provided		Daily Quantity (Dth)			
		<input checked="" type="checkbox"/> Park or <input checked="" type="checkbox"/> Loan Payback		<input checked="" type="checkbox"/> Loan or <input checked="" type="checkbox"/> Park Payback	
From	Through	Minimum	Maximum	Minimum	Maximum
<u>04/01/2024</u>	<u>03/31/2025</u>	<u>0</u>	<u>10,000</u>	<u>0</u>	<u>10,000</u>

Rates:

Park or Loan Payback = quantities which Transporter RECEIVES from Shipper.

Loan or Park Payback = quantities which Transporter DELIVERS to Shipper.

Dates		Rate Description	Rate (\$/dth)
From	Through		
04/01/2024	03/31/2025	Initial Rate	See Additional Terms Permitted by Tariff
04/01/2024	03/31/2025	Balance Rate	See Additional Terms Permitted by Tariff
04/01/2024	03/31/2025	Completion Rate	See Additional Terms Permitted by Tariff

ADDITIONAL TERMS PERMITTED TARIFF:

For each month of the Term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Monthly Fee of \$384,000/month for the entirety of service provided under this Request Order 959864, Request Order 959862 and Request Order 959863. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 959862, Request Order 959863 and Request Order 959864; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 959862, Request Order 959863 and Request Order 959864 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 959862, Request Order 959863 and Request Order 959864; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS. It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order. Shipper must have a zero Dth balance at the end of each contract term.

If shipper elects a physical delivery point instead of a hub or pool point, it is the shipper’s responsibility to confirm with the downstream or upstream pipeline that they will accept displacement nominations, if necessary. Keep in mind that REX does not allow custody transfers (buys/sells) at physical locations that are deliveries only (e.g. NGPL Moultrie, ANR Shelby).

Shipper can elect multiple Injection/Withdrawal Points; provided however, shipper may not have an MAQ of less than 20,000 Dths at any Injection/Withdrawal Point on the system. Shippers may not have and MAQ of more than 50,000 Dths combined at points West of Segment 150 or East of Segment 360 or at the Cheyenne Hub Pool Points. The shipper will be provided a unique PALS contract (and therefore unique nominatable PALS contract number) for each Injection/Withdrawal Point selected.

Shipper may, at the negotiated rate, change and/or add an Injection/Withdrawal Point up to a total of five (5) times during the term of the agreement. A point change request must be received in writing. Point changes will only be granted if Shipper's balance is zero at the point they are leaving.

Gas injected at a specific point must be withdrawn from that same point and vice versa. Injections and withdrawals will not be netted across multiple Injection/Withdrawal Points.

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

Shipper Approval:

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: Its General Partner

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

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, 2024 April 1, 2022 March 31, 2025	20,000	2217/	2217/	2217/	2217/
Eco-Energy Natural Gas, LLC <u>2/</u>	959654 (FT)	February 1, 2024 February 29, 2024	21,400	28/	28/	28/	28/

Rockies Express Pipeline LLC

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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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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: March 29, 2024
Effective on: April 1, 2024

Rockies Express Pipeline LLC

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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)	February 8, 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	<u>6/</u>	<u>6/</u>	<u>6/</u>	<u>6/</u>
United Energy Trading, LLC	959738 (PALS)	February 3, 2024 February 29, 2024	60,000	19/	19/	19/	19/
Koch Energy Services, LLC	959739 (PALS)	February 3, 2024 February 29, 2024	30,000	19/	19/	19/	19/
Eco-Energy Natural Gas, LLC	956502 (FT)	April 1, 2024 March 31, 2027	11,600	<u>24/</u>	<u>24/</u>	<u>24/</u>	<u>24/</u>
Hartree Partners, L.P.	959481 (FT)	April 1, 2024 October 31, 2024	110,000	<u>24/</u>	<u>24/</u>	<u>24/</u>	<u>24/</u>
Castleton Commodities Merchant Trading L.P.	959862	April 1, 2024 March 31, 2025	40,000	<u>24/</u>	<u>24/</u>	<u>24/</u>	<u>24/</u>
Castleton Commodities Merchant Trading L.P.	959863	April 1, 2024 March 31, 2025	40,000	<u>24/</u>	<u>24/</u>	<u>24/</u>	<u>24/</u>
Castleton Commodities Merchant Trading L.P.	959864	April 1, 2024 March 31, 2025	20,000	<u>24/</u>	<u>24/</u>	<u>24/</u>	<u>24/</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.

Rockies Express Pipeline LLC

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- 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/ ~~Reserved for future use 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 February 2, 2024 at Docket No. RP24-388.~~
- 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/ ~~Reserved for future use~~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, on January 26, 2024 at Docket No. RP24-342, and on February 8, 2024 at Docket No. RP24-_____.
- 22/ ~~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, and on March 29, 2024 at Docket No. RP24-_____ 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/ ~~This information is set out in the negotiated rate agreement filed with the Commission on March 29, 2024 at Docket No. RP24-_____ 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/ ~~Reserved for future use~~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/ ~~Reserved for future use~~This information is set out in the negotiated rate agreement filed with the Commission on January 31, 2024 at Docket No. RP24-371.
- 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

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 2 - Table of Contents - Book of Contracts

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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
ReservedHartree Partners, L.P. K# 953934	4.22	Section 4.22 – NRA ReservedHartree K# 953934
ReservedHartree Partners, L.P. K# 954235	4.23	Section 4.23 – NRA ReservedHartree 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

Issued on: March 29, 2024

Effective on: April 1, 2024

Rockies Express Pipeline LLCFERC Gas Tariff
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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

Rockies Express Pipeline LLCFERC Gas Tariff
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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
Eco-Energy Natural Gas, LLC K# 956502 Reserved	4.56	Section 4.56 – NRA Eco K# 956502 Reserved
Spire Missouri Inc. K# 958854	4.57	Section 4.57 – NRA Spire K# 958854
Hartree Partners, L.P. K# 959481 Reserved	4.58	Section 4.58 – NRA Hartree K# 959481 Reserved
ReservedEco-Energy Natural Gas, LLC K# 959654	4.59	Section 4.59 – NRA ReservedEco 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
ReservedStanchion Energy, LLC K# 958105	4.63	Section 4.63 – NRA ReservedStanchion K# 958105
ReservedCastleton Commodities Merchant Trading L.P. K# 958223	4.64	Section 4.64 – NRA ReservedCastleton K# 958223
ReservedCastleton Commodities Merchant Trading L.P. K# 958224	4.65	Section 4.65 – NRA ReservedCastleton K# 958224
ReservedCastleton Commodities Merchant Trading L.P. K# 958225	4.66	Section 4.66 – NRA ReservedCastleton K# 958225
BP Energy Company K# 959372	4.67	Section 4.67 – NRA BP K# 959372
ReservedUnited Energy Trading, LLC K# 959378	4.68	Section 4.68 – NRA ReservedUET K# 959378

Rockies Express Pipeline LLC

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Shipper Name	Section #	Section Name
ReservedKoch Energy Services, LLC K# 959379	4.69	Section 4.69 – NRA ReservedKoch K# 959379
Duke Energy Indiana, LLC K# 957540	4.70	Section 4.70 – NRA Duke K# 957540
Castleton Commodities Merchant Trading L.P. K# 959862Reserved	4.71	Section 4.71 – NRA ReservedCastleton K# 959862
Castleton Commodities Merchant Trading L.P. K# 959863Reserved	4.72	Section 4.72 – NRA Castleton K# 959863Reserved
Castleton Commodities Merchant Trading L.P. K# 959864Reserved	4.73	Section 4.73 – NRA Castleton K# 959864Reserved

Issued on: March 29, 2024

Effective on: April 1, 2024

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 October 13, 2020, 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 _____ and is the original contract.~~

~~_____ X effective The later of November 1, 2020 or the date Dominion Energy Overthrust Pipeline, LLC places the project filed in FERC Docket No. CP20-448-000 and known as the Wamsutter West Expansion Project into service, this Amendment No. 3 amends and restates _____ FTS Contract No. 953934 effective May 14, 2020~~

~~_____ 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): The later of November 1, 2020 or the date Dominion Energy Overthrust Pipeline, LLC places the project filed in FERC Docket No. CP20-448-000 and known as the Wamsutter West Expansion Project into service~~

~~_____ to~~

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

Rockies Express Pipeline LLC

FERC Gas Tariff
Original Volume - The Book of Contracts

Section 4.22 - NRA Reserved
Section Version: 9.0.0

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~~
- ~~Other: SHIPPER~~

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

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

~~The later of November 1, 2020 or the date 77,647
Dominion Energy Overthrust Pipeline,
LLC places the project filed in FERC
Docket No. CP20-448-000 and known as
the Wamsutter West Expansion Project
into service - March 31, 2024~~

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)
The later of 11/01/2020 or the date Dominion Energy Overthrust Pipeline, LLC places the project filed in FERC Docket No. CP20-448-000 and known as the Wamsutter West Expansion Project into service - 03/31/2024	60364	REX/REX CHEYENNE COMPRESSION POOL	77,647	NO

~~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)
The later of 11/01/2020 or the date Dominion Energy Overthrust Pipeline, LLC places the project filed in FERC Docket No. CP20-448-000 and known as the Wamsutter West Expansion Project into service - 03/31/2024	43948V	KERN/REX HAMSFORK (OT #17) LINC VIRT	77,647	NO

~~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:~~

~~Shipper's use of Transporter's Acquired Capacity on Dominion Energy Overthrust Pipeline under this Agreement is pursuant to Section 11.7(B) of the General Terms and Conditions of the Tariff, which allows Transporter to pass through to Shipper all of the charges Transporter is obligated to pay Dominion Energy Overthrust Pipeline, LLC ("DEOP") for the Acquired Capacity, unless otherwise agreed to in writing as a Negotiated Rate.~~

~~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 October 13, 2020 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Hartree Partners, LP. (“Shipper”). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Negotiated Rate Agreement between the parties hereto, dated August 3, 2020, and applicable to the Transportation Agreement identified in Section 1.2 below.~~

~~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 April 1, 2021 through March 31, 2024.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 953934, dated May 14, 2020.~~

~~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:**~~

April 1, 2021 – April 7, 2021	17,647 dekatherms per day (“Dth/d”)
April 8, 2021 – March 31, 2024	77,647 Dth/d

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

~~For each month of the Negotiated Rate Term, Shipper shall pay a fixed negotiated reservation rate of \$4.56250 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement identified in Section 1.2 (“Negotiated Rate(s)”), plus all applicable maximum surcharges, incremental facilities rates, charges, fees, and penalties identified in the Tariff, which for the avoidance of doubt shall include all charges, usage charges, surcharges, and penalties of any nature incurred by Transporter related to Shipper’s use of the Acquired Capacity on Dominion Energy Overthrust Pipeline (“Dominion”) under this Agreement. Notwithstanding the foregoing, Shipper shall not be obligated to pay the firm transportation charge associated with Shipper’s use of the Acquired Capacity on Dominion. All Allocated Deliveries utilizing eligible primary or secondary points (as will be defined in Sections 1.5 to 1.8) will be summed, regardless of flow direction or whether the receipt/delivery paths do or do not overlap, to determine Shipper’s usage of its MDQ. Allocated Deliveries in excess of the MDQ are not eligible for the Negotiated Rate and will incur an additional charge over the Negotiated Rate(s) equal to the maximum interruptible rate found on Rate Schedule ITS plus any usage charges (“Additional Charge”).~~

~~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 that is identified in Section 1.2.~~

~~1.6 — **Eligible Secondary Receipt Point(s):** All points located within segments 100*, 110, 120, 130, 140, 150, 160, 170, 600, 610, 620, 630, 640, 650, 700, 710, 720, 730, 740, and 750 of Rockies Express' system.~~

~~*Meeker Booster Facilities Incremental Rate is included in the Negotiated Reservation Rate (except for any associated FL&U and PCT).~~

~~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 that is identified in Section 1.2.~~

~~1.8 — **Eligible Secondary Delivery Point(s):** All points located within segments 100, 110, 120, 130, 140, 150, 160, 170, 600, 610, 620, 630, 640, 650, 700, 710, 720, 730, 740, and 750 of Rockies Express' system.~~

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 identified in Section 1.2 (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement, including without limitation the following: (i) transportation from the Eligible Primary Receipt Point(s) and/or Eligible Secondary Receipt Point(s) to the Eligible Primary Delivery Point(s) and/or Eligible Secondary Delivery Point(s); (ii) transportation commencing and ending during the Negotiated Rate Term; and (iii) an aggregate maximum daily firm transportation quantity less than or equal to the then applicable Eligible Firm Transportation Quantity. For any aggregate quantities transported under the Transportation Agreement identified in Section 1.2 (including transportation under capacity release of the same) not satisfying each of the parameters specified in the preceding sentence, 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 identified in Section 1.2 within the terms of the first sentence of this paragraph, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) stated in Section 1.4, 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 the Tariff shall apply to service provided to Shipper under the Transportation Agreement identified in Section 1.2.~~

~~2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a full capacity release under the Transportation Agreement identified in Section 1.2, all rights granted to Shipper shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. Shipper acknowledges that, in the event of a partial capacity release under the Transportation Agreement identified in Section 1.2, Shipper must specify in the capacity release offer all rights, including without limitation the applicable rate(s), to be transferred to the replacement shipper.~~
~~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 October 13, 2020, 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 and is the original contract.~~

~~effective April 1, 2021, this Amendment No. 2 amends and restates
 FTS Contract No. 954235 effective July 28, 2020~~

~~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): April 1, 2021
 to~~

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

~~4. SHIPPER'S STATUS:~~

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

Rockies Express Pipeline LLC

FERC Gas Tariff
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Section Version: 8.0.0

~~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
<u>April 1, 2021–April 12, 2021</u>	<u>22,163</u>
<u>April 13, 2021–March 31, 2024</u>	<u>47,163</u>

~~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>04/01/2021–04/12/2021</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>22,163</u>	<u>NO</u>
<u>04/13/2021–03/31/2024</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>47,163</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>04/01/2021–04/12/2021</u>	<u>42804</u>	<u>OVRTHRUS/REX WAMSUTTER (OT #27) SWE</u>	<u>14,810</u>	<u>NO</u>
	<u>43948V</u>	<u>KERN/REX HAMSFORK (OT #17) LINC VIRT</u>	<u>7,353</u>	<u>NO</u>
<u>04/13/2021–</u>	<u>42804</u>	<u>OVRTHRUS/REX</u>	<u>14,810</u>	<u>NO</u>

<u>03/31/2024</u>		<u>WAMSUTTER (OT #27) SWE</u>		
	<u>43948V</u>	<u>KERN/REX HAMSFORK (OT #17) LINC VIRT</u>	<u>32,353</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:~~

~~Shipper's use of Transporter's Acquired Capacity on Dominion Energy Overthrust Pipeline under this Agreement is pursuant to Section 11.7(B) of the General Terms and Conditions of the Tariff, which allows Transporter to pass through to Shipper all of the charges Transporter is obligated to pay Dominion Energy Overthrust Pipeline, LLC ("DEOP") for the Acquired Capacity, unless otherwise agreed to in writing as a Negotiated Rate.~~

~~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.~~

Rockies Express Pipeline LLC

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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 October 13, 2020 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Hartree Partners, LP. (“Shipper”). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Negotiated Rate Agreement between the parties hereto, dated August 13, 2020, and applicable to the Transportation Agreement identified in Section 1.2 below.~~

~~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 April 1, 2021 through March 31, 2024.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 954235, dated August 3, 2020.~~

~~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:**~~

April 1, 2021 – April 12, 2021	22,163 dekatherms per day (“Dth/d”)
April 13, 2021 – March 31, 2024	47,163 Dth/d

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

~~For each month of the Negotiated Rate Term, Shipper shall pay a fixed negotiated reservation rate of \$4.56250 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement identified in Section 1.2 (“Negotiated Rate(s)”), plus all applicable maximum surcharges, incremental facilities rates, charges, fees, and penalties identified in the Tariff, which for the avoidance of doubt shall include all charges, usage charges, surcharges, and penalties of any nature incurred by Transporter related to Shipper’s use of the Acquired Capacity on Dominion Energy Overthrust Pipeline (“Dominion”) under this Agreement. Notwithstanding the foregoing, Shipper shall not be obligated to pay the firm transportation charge associated with Shipper’s use of the Acquired Capacity on Dominion. All Allocated Deliveries utilizing eligible primary or secondary points (defined in Sections 1.5 to 1.8) will be summed, regardless of flow direction or whether the receipt/delivery paths do or do not overlap, to determine Shipper’s usage of its MDQ. Allocated Deliveries in excess of the MDQ are not eligible for the Negotiated Rate and will incur~~

~~an additional charge over the Negotiated Rate(s) equal to the maximum interruptible rate found on Rate Schedule ITS plus any usage charges (“Additional Charge”).~~

~~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 that is identified in Section 1.2.~~

~~1.6 **Eligible Secondary Receipt Point(s):** All points located within segments 100*, 110, 120, 130, 140, 150, 160, 170, 600, 610, 620, 630, 640, 650, 700, 710, 720, 730, 740 and 750 of Rockies Express’ system.~~

~~*Meeker Booster Facilities Incremental Rate is included in the Negotiated Reservation Rate (except for any associated FL&U and PCT).~~

~~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 that is identified in Section 1.2.~~

~~1.8 **Eligible Secondary Delivery Point(s):** All points located within segments 100, 110, 120, 130, 140, 150, 160, 170, 600, 610, 620, 630, 640, 650, 700, 710, 720, 730, 740 and 750 of Rockies Express’ system.~~

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 identified in Section 1.2 (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement, including without limitation the following: (i) transportation from the Eligible Primary Receipt Point(s) and/or Eligible Secondary Receipt Point(s) to the Eligible Primary Delivery Point(s) and/or Eligible Secondary Delivery Point(s); (ii) transportation commencing and ending during the Negotiated Rate Term; and (iii) an aggregate maximum daily firm transportation quantity less than or equal to the then applicable Eligible Firm Transportation Quantity. For any aggregate quantities transported under the Transportation Agreement identified in Section 1.2 (including transportation under capacity release of the same) not satisfying each of the parameters specified in the preceding sentence, 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 identified in Section 1.2 within the terms of the first sentence of this paragraph, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) stated in Section 1.4, 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 the Tariff shall apply to service provided to Shipper under the Transportation Agreement identified in Section 1.2.~~

~~2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a full capacity release under the Transportation Agreement identified in Section 1.2, all rights granted to Shipper shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. Shipper acknowledges that, in the event of a partial capacity release under the Transportation Agreement identified in Section 1.2, Shipper must specify in the capacity release offer all rights, including without limitation the applicable rate(s), to be transferred to the replacement shipper.~~

~~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: _____~~

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 ~~February 23, 2024~~~~July 21, 2021~~, 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 ___ and is the original contract.

effective ~~April 1, 2024~~~~April 1, 2022~~, this Amendment No. ~~21~~ amends and restates

FTS Contract No. ~~954057~~ effective ~~June 8, 2020~~

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

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

TENASKA MARKETING VENTURES
ATTN: Rick Pieper
1225 17TH STREET, STE. 2460
DENVER, CO 80202
(303) 723-9313
rpieper@tenaska.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2020

to

(Date, Period-of-Time or Event): ~~March 31, 2028~~~~March 31, 2025~~

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 4.39 - NRA Tenaska K# 954057
Section Version: 17.0.0

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
November 1, 2020 – March 31, 2022	20,000
April 1, 2024 <u>April 1, 2022 – March 31, 2028</u>	<u>20,000</u>

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)
04/01/2022 <u>11/01/2020 – 01/31/2025</u>	42234	WHITE RI/REX MEEKER RIO BLANCO	10,000	NO
	60364	REX/REX CHEYENNE COMPRESSION POOL WELD	10,000	NO
04/01/2022 - 03/31/2025	60364 <u>42234</u>	REX/REX CHEYENNE COMPRESSION POOL WHITE RI/REX MEEKER RIO BLANCO	10,000 <u>10,000</u>	NO <u>NO</u>
	60364	REX/REX CHEYENNE COMPRESSION POOL	10,000	NO

Rockies Express Pipeline LLCFERC Gas Tariff
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Section Version: 17.0.0

<u>04/01/2024 - 03/31/2028</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>20,000</u>	<u>NO</u>
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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>11/01/2020 - 03/31/2022</u>	<u>42804</u>	<u>OVRTHRUS/REX WAMSUTTER (OT #27) SWE</u>	<u>20,000</u>	<u>NO</u>
<u>04/01/2022 - 03/31/2025</u>	<u>42804</u>	<u>OVRTHRUS/REX WAMSUTTER (OT #27) SWE</u>	<u>20,000</u>	<u>NO</u>
<u>04/01/2025 - 03/31/2028</u>	<u>42804</u>	<u>OVRTHRUS/REX WAMSUTTER (OT #27) SWE</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: Tenaska Marketing Ventures

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 ~~February 23, 2024~~ ~~July 21, 2021~~ (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Tenaska Marketing Ventures** (“Shipper”). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Negotiated Rate Agreement between the parties hereto, dated ~~July 21, 2021~~ ~~June 8, 2020~~, and applicable to the Transportation Agreement identified in Section 1.2 below.

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 ~~April 1, 2024~~ ~~April 1, 2022~~ through March 31, 2025.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 954057, dated June 8, 2020 (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 \$5.17083 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)”). All Allocated Deliveries utilizing eligible primary or secondary points (defined in Sections 1.5 to 1.8) will be summed, regardless of flow direction or whether the receipt/delivery paths do or do not overlap, to determine Shipper’s usage of its MDQ. Allocated Deliveries in excess of the MDQ are not eligible for the Negotiated Rate and will incur an additional charge over the Negotiated Rate(s) equal to the maximum interruptible rate found on Rate Schedule ITS plus any usage charges (“Additional Charge”).

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

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

1.6 Eligible Secondary Receipt Point(s):

All points located within segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640 and 650 of Rockies Express' system.

*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.

1.8 Eligible Secondary Delivery Point(s):

All points located within segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640 and 650 of Rockies Express' system.

*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 identified (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 FERC 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 4.39 - NRA Tenaska K# 954057

Section Version: 17.0.0

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

TENASKA MARKETING VENTURES

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 December 6, 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 and is the original contract.

 X effective March 1, 2024, this Amendment No. 1 amends and restates
 FTS Contract No. 956502 effective January 13, 2022

 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): March 1, 2022
 to

 (Date, Period-of-Time or Event): March 31, 2027

4. SHIPPER'S STATUS:

 Local Distribution Company

 Intrastate Pipeline Company

 Interstate Pipeline Company

 X Other: MARKETER

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.56 - NRA Eco K# 956502

Section Version: 15.0.0

5. TRANSPORTATION ON BEHALF OF:Local Distribution CompanyIntrastate Pipeline CompanyInterstate Pipeline Company Other: SHIPPER**6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):**

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>March 1, 2024 - March 31, 2027</u>	<u>11,600</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>03/01/2022 - 02/29/2024</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>11,600</u>	<u>NO</u>
<u>03/01/2024 - 03/31/2027</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>11,600</u>	<u>YES</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>03/01/2022 - 02/29/2024</u>	<u>42804</u>	<u>OVRTHRUS/REX WAMSUTTER (OT #27) SWE</u>	<u>11,600</u>	<u>NO</u>
<u>03/01/2024 - 03/31/2027</u>	<u>42804</u>	<u>OVRTHRUS/REX WAMSUTTER (OT #27) SWE</u>	<u>11,600</u>	<u>NO</u>

Issued on: March 29, 2024

Effective on: April 1, 2024

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:

X 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 6, 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 April 1, 2024 through March 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 956502, dated January 13, 2022 (the “Transportation Agreement”).

The rate provisions of this Rate Agreement shall apply, as of April 1, 2024, to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 **Eligible Firm Transportation Quantity:** 11,600 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 \$11.25417 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.

Eligible Secondary Receipt Point(s): All points located within segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2 and Zone 3, provided it results in transport that is in the East to West direction.

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

1.6 **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.

1.7 Eligible Secondary Delivery Point(s): All points located within segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2 and Zone 3, provided it results in transport that is in the East to West direction.

*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 ECO-ENERGY NATURAL GAS, LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Reserved for future use.

Rockies Express Pipeline LLC

FERC Gas Tariff
Original Volume - The Book of Contracts

Section 4.58 - NRA Hartree K# 959481
Section Version: 12.0.0

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>April 1, 2024 - October 31, 2024</u>	<u>110,000</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>04/01/2024 - 10/31/2024</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>110,000</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>04/01/2024 - 10/31/2024</u>	<u>43948V</u>	<u>KERN/REX HAMSFOK (OT #17) LINC VIRT</u>	<u>110,000</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):

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: 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 19, 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 April 1, 2024 through October 31, 2024.

1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959481, dated December 19, 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:** 110,000 dekatherms per day (“Dth/d”).

1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, Shipper shall pay a fixed negotiated reservation rate of \$23.10400 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)”), plus all applicable maximum surcharges, incremental facilities rates, charges, fees, and penalties identified in the Tariff. REX is providing transportation on Segments 700 through 750, i.e., service on the MountainWest Overthrust Pipeline (“MWOP”), pursuant to Section 11.7(B) of the General Terms and Conditions of its Tariff, and thus Shipper is obligated to pay all charges (other than the firm transportation reservation rate on MWOP, which is covered by the Negotiated Rate), usage charges, surcharges, fuel, and penalties incurred by REX from MWOP.

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 Receipt Point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 700, 710, 720, 730, 740, 750, in Zone 2*,

and in Zone 3.

*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.

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*, 700, 710, 720, 730, 740, 750, in Zone 2*, and in Zone 3.

*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

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.58 - NRA Hartree K# 959481

Section Version: 12.0.0

ROCKIES EXPRESS PIPELINE LLC

HARTREE PARTNERS, LP.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

~~**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

FERC Gas Tariff
Original Volume - The Book of Contracts

Section 4.59 - NRA Reserved
Section Version: 7.0.0

~~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~~
~~February 1, 2024 - February 29, 2024 21,400~~

~~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>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"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<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

FERC Gas Tariff
Original Volume - The Book of Contracts

Section 4.59 - NRA Reserved
Section Version: 7.0.0

~~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 February 6, 2022, 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 April 1, 2023 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:~~

~~STANCHION ENERGY, LLC
ATTN: Kevin Lambert
4200 WEST 115TH STREET SUITE 350
LEAWOOD, KS 66211
(913) 340-8976
kevin.lambert@stanchionenergy.com~~

3. ~~TERM OF SERVICE:~~

~~_____ (Date, Period of Time or Event): April 1, 2023
_____ to
_____ (Date, Period of Time or Event): March 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 4.63 - NRA Reserved
Section Version: 3.0.0

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~~
~~April 1, 2023 March 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>04/01/2023</u> <u>10/31/2023</u>	<u>60364</u>	<u>REX/REX</u> <u>CHEYENNE</u> <u>COMPRESSION</u> <u>POOL</u>	<u>10,000</u>	<u>NO</u>
<u>11/01/2023</u> <u>03/31/2024</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>10,000</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>04/01/2023</u> <u>10/31/2023</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>10,000</u>	<u>NO</u>
<u>11/01/2023</u> <u>03/31/2024</u>	<u>60364</u>	<u>REX/REX</u> <u>CHEYENNE</u> <u>COMPRESSION</u> <u>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: Stanchion Energy, 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 February 6, 2023 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Stanchion Energy, 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 April 1, 2023 through March 31, 2024.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 958105, dated February 6, 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:** 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 \$6.11983 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):**~~

~~_____~~
~~April 1, 2023 – October 31, 2023~~
~~All points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, and 650, provided it results in the West to East direction.~~

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

~~_____~~
~~November 1, 2023 – March 31, 2024~~
~~All points located within Zone 3, provided it results in the East to West direction.~~

~~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 the Cheyenne Hub Incremental Facilities Rate~~

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

~~April 1, 2023 — 10-31-2023~~

~~All points located on Segments 170* and within Zone 2 and Zone 3, provided it results in the West to East direction.~~

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

~~November 1, 2023 — March 31, 2024~~

~~All Zone 2* and Zone 3, provided it results in the East to West direction.~~

~~*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 identified (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 FERC 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 _____ STANCHION ENERGY, LLC _____~~

~~By: _____ By: _____~~

~~Name: _____ Name: _____~~

~~Title: _____ Title: _____~~

Reserved for future use.

~~PALS REQUEST ORDER FORM~~

~~DATED: March 15, 2023~~

~~Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.~~

~~PALS Agreement #: 552795~~

~~Type of Service: Park Loan .~~

~~Initiation Point Name(s) and Location(s): NGPL/REX MOULTRIE 44413~~

~~Completion Point Name(s) and Location(s): NGPL/REX MOULTRIE 44413~~

~~Maximum Aggregate Quantity: 40,000 (Dth)~~

~~Minimum Aggregate Quantity: 0 (Dth)~~

~~Term: Start April 1, 2023 End March 31, 2024~~

Schedule:

Date(s) Service to be Provided		Daily Quantity (Dth)			
		<input checked="" type="checkbox"/> Park or <input checked="" type="checkbox"/> Loan Payback		<input checked="" type="checkbox"/> Loan or <input checked="" type="checkbox"/> Park Payback	
From	Through	Minimum	Maximum	Minimum	Maximum
<u>04/01/2023</u>	<u>03/31/2024</u>	<u>0</u>	<u>20,000</u>	<u>0</u>	<u>20,000</u>

Rates:

~~Park or Loan Payback = quantities which Transporter RECEIVES from Shipper.~~

~~Loan or Park Payback = quantities which Transporter DELIVERS to Shipper.~~

Dates		Rate Description	Rate (\$/dth)
From	Through		
<u>04/01/2023</u>	<u>03/31/2024</u>	Initial Rate	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2023</u>	<u>03/31/2024</u>	Balance Rate	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2023</u>	<u>03/31/2024</u>	Completion Rate	<u>See Additional Terms Permitted by Tariff</u>

~~ADDITIONAL TERMS PERMITTED TARIFF:~~

~~For each month of the Term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Monthly Fee of \$292,500/month for the entirety of service provided under this Request Order 958223, Request Order 958224 and Request Order 958225. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 958223, Request Order 958224 and Request Order 958225. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 958223, Request Order 958224 and Request Order 958225 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 958223, Request Order 958224 and Request Order 958225. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS. It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order.~~

~~If shipper elects a physical delivery point instead of a hub or pool point, it is the shipper’s responsibility to confirm with the downstream or upstream pipeline that they will accept displacement nominations, if necessary. Keep in mind that REX does not allow custody transfers (buys/sells) at physical locations that are deliveries only (e.g. NGPL Moultrie, ANR Shelby).~~

~~Shipper can elect multiple Injection/Withdrawal Points; provided however, shipper may not have an MAQ of less than 20,000 Dths at any Injection/Withdrawal Point on the system. Shippers may not have and MAQ of more than 50,000 Dths combined at points West of Segment 150 or East of Segment 360 or at the Cheyenne Hub Pool Points. The shipper will be provided a unique PALS contract (and therefore unique nominatable PALS contract number) for each Injection/Withdrawal Point selected.~~

~~Shipper may, at the negotiated rate, change and/or add an Injection/Withdrawal Point up to a total of~~

~~ten (10) times during the term of the agreement. A point change request must be received in writing. Point changes will only be granted if Shipper's balance is zero at the point they are leaving.~~

~~Gas injected at a specific point must be withdrawn from that same point and vice versa. Injections and withdrawals will not be netted across multiple Injection/Withdrawal Points.~~

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

Shipper Approval:

~~*Castleton Commodities Merchant Trading L.P.*~~

~~*By: Castleton Commodities Trading GP LLC*~~

Shipper: ~~*Its General Partner*~~

Signature: _____

Title: _____

Transporter Approval:

Transporter: ~~*Rockies Express Pipeline LLC*~~

Signature: _____

Title: _____

Reserved for future use.

~~PALS REQUEST ORDER FORM~~

~~DATED: March 15, 2023~~

~~Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.~~

~~PALS Agreement #: 552795~~

~~Type of Service: Park X Loan X.~~

~~Initiation Point Name(s) and Location(s): WHITE RI/REX MEEKER RIO BLANCO 42234~~

~~Completion Point Name(s) and Location(s): WHITE RI/REX MEEKER RIO BLANCO 42234~~

~~Maximum Aggregate Quantity: 40,000 (Dth)~~

~~Minimum Aggregate Quantity: 0 (Dth)~~

~~Term: Start April 1, 2023 End December 14, 2024~~

~~AMENDMENT #1: Term: Start December 15, 2023 End March 31, 2024~~

Schedule:

Date(s) Service to be Provided		Daily Quantity (Dth)			
		<input checked="" type="checkbox"/> Park or		<input checked="" type="checkbox"/> Loan or	
From	Through	<input checked="" type="checkbox"/> Loan Payback	<input checked="" type="checkbox"/> Park Payback	Minimum	Maximum
<u>04/01/2023</u>	<u>12/14/2024</u>	<u>0</u>	<u>10,000</u>	<u>0</u>	<u>10,000</u>
<u>AMENDMENT #1</u>					
<u>12/15/2023</u>	<u>03/31/2024</u>	<u>0</u>	<u>20,000</u>	<u>0</u>	<u>20,000</u>

Rates:

~~Park or Loan Payback = quantities which Transporter RECEIVES from Shipper.~~

~~Loan or Park Payback = quantities which Transporter DELIVERS to Shipper.~~

Dates		Rate Description	Rate (\$/dth)
From	Through		
<u>04/01/2023</u>	<u>03/31/2024</u>	Initial Rate	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2023</u>	<u>03/31/2024</u>	Balance Rate	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2023</u>	<u>03/31/2024</u>	Completion Rate	<u>See Additional Terms Permitted by Tariff</u>

~~ADDITIONAL TERMS PERMITTED TARIFF:~~

~~For each month of the Term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Monthly Fee of \$292,500/month for the entirety of service provided under this Request Order 958223, Request Order 958224_A1 and Request Order 958225_A2. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 958223, Request Order 958224_A1 and Request Order 958225_A1. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 958223, Request Order 958224_A1 and Request Order 958225_A1 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 958223, Request Order 958224_A1 and Request Order 958225_A1. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS. It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order.~~

~~If shipper elects a physical delivery point instead of a hub or pool point, it is the shipper’s responsibility to confirm with the downstream or upstream pipeline that they will accept displacement nominations, if necessary. Keep in mind that REX does not allow custody transfers (buys/sells) at physical locations that are deliveries only (e.g. NGPL Moultrie, ANR Shelby).~~

~~Shipper can elect multiple Injection/Withdrawal Points; provided however, shipper may not have an MAQ of less than 20,000 Dths at any Injection/Withdrawal Point on the system. Shippers may not have and MAQ of more than 50,000 Dths combined at points West of Segment 150 or East of Segment 360 or at the Cheyenne Hub Pool Points. The shipper will be provided a unique PALS contract (and therefore unique nominatable PALS contract number) for each Injection/Withdrawal Point selected.~~

~~Shipper may, at the negotiated rate, change and/or add an Injection/Withdrawal Point up to a total of ten (10) times during the term of the agreement. A point change request must be received in writing. Point changes will only be granted if Shipper’s balance is zero at the point they are leaving.~~

Gas injected at a specific point must be withdrawn from that same point and vice versa. Injections and withdrawals will not be netted across multiple Injection/Withdrawal Points.

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

Shipper Approval:

~~Castleton Commodities Merchant Trading L.P.~~

~~By: Castleton Commodities Trading GP LLC~~

~~Shipper: Its General Partner~~

~~Signature: _____~~

~~Title: _____~~

Transporter Approval:

~~Transporter: Rockies Express Pipeline LLC~~

~~Signature: _____~~

~~Title: _____~~

Reserved for future use.

~~PALS REQUEST ORDER FORM~~

~~DATED: March 15, 2023~~

~~Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.~~

~~PALS Agreement #: 552795~~

~~Type of Service: Park X Loan X.~~

~~Initiation Point Name(s) and Location(s): REX/REX CHEYENNE COMPRESSION POOL 60364~~

~~Completion Point Name(s) and Location(s): REX/REX CHEYENNE COMPRESSION POOL 60364~~

~~Maximum Aggregate Quantity: 20,000 (Dth)~~

~~Minimum Aggregate Quantity: 0 (Dth)~~

~~Term: Start April 1, 2023 End March 31, 2024~~

~~AMENDMENT #4: Term: Start February 8, 2024 End March 31, 2024~~

Schedule:

Date(s) Service to be Provided		Daily Quantity (Dth)			
		<input checked="" type="checkbox"/> Park or <input checked="" type="checkbox"/> Loan Payback		<input checked="" type="checkbox"/> Loan or <input checked="" type="checkbox"/> Park Payback	
From	Through	Minimum	Maximum	Minimum	Maximum
<u>04/01/2023</u>	<u>03/31/2024</u>	<u>0</u>	<u>20,000</u>	<u>0</u>	<u>20,000</u>
<u>AMENDMENT #4</u>					
<u>02/08/2024</u>	<u>03/31/2024</u>	<u>0</u>	<u>10,000</u>	<u>0</u>	<u>10,000</u>

Rates:

~~Park or Loan Payback = quantities which Transporter RECEIVES from Shipper.
 Loan or Park Payback = quantities which Transporter DELIVERS to Shipper.~~

Dates		Rate Description	Rate (\$/dth)
From	Through		
04/01/2023	03/31/2024	Initial Rate	See Additional Terms Permitted by Tariff
04/01/2023	03/31/2024	Balance Rate	See Additional Terms Permitted by Tariff
04/01/2023	03/31/2024	Completion Rate	See Additional Terms Permitted by Tariff

~~ADDITIONAL TERMS PERMITTED TARIFF:~~

~~For each month of the Term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Monthly Fee of \$292,500/month for the entirety of service provided under this Request Order 958223, Request Order 958224_A1 and Request Order 958225_A4. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 958223, Request Order 958224_A1 and Request Order 958225_A4. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 958223, Request Order 958224_A1 and Request Order 958225_A4 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 958223, Request Order 958224_A1 and Request Order 958225_A4. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS. It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order.~~

~~If shipper elects a physical delivery point instead of a hub or pool point, it is the shipper’s responsibility to confirm with the downstream or upstream pipeline that they will accept displacement nominations, if necessary. Keep in mind that REX does not allow custody transfers (buys/sells) at physical locations that are deliveries only (e.g. NGPL Moultrie, ANR Shelby).~~

~~Shipper can elect multiple Injection/Withdrawal Points; provided however, shipper may not have an MAQ of less than 20,000 Dths at any Injection/Withdrawal Point on the system. Shippers may not have and MAQ of more than 50,000 Dths combined at points West of Segment 150 or East of Segment 360 or at the Cheyenne Hub Pool Points. The shipper will be provided a unique PALS contract (and therefore unique nominatable PALS contract number) for each Injection/Withdrawal Point selected.~~

~~Shipper may, at the negotiated rate, change and/or add an Injection/Withdrawal Point up to a total of ten (10) times during the term of the agreement. A point change request must be received in writing.~~

Point changes will only be granted if Shipper's balance is zero at the point they are leaving.

Gas injected at a specific point must be withdrawn from that same point and vice versa. Injections and withdrawals will not be netted across multiple Injection/Withdrawal Points.

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

Shipper Approval:

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: Its General Partner

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

Reserved for future use.

~~PALS REQUEST ORDER FORM~~

~~DATED: February 2, 2024~~

~~Shipper: UNITED ENERGY TRADING, LLC~~

~~PALS Agreement #: 951323~~

~~Type of Service: Park Loan~~

~~Initiation Point Name(s) and Location(s): REX/REX CHEYENNE COMPRESSION POOL 60364~~

~~Completion Point Name(s) and Location(s): REX/REX CHEYENNE COMPRESSION POOL 60364~~

~~Maximum Aggregate Quantity: 60,000 (Dth)~~

~~Minimum Aggregate Quantity: 30,000 (Dth)~~

~~Term: Start February 3, 2024 End February 29, 2024~~

Schedule:

Date(s) Service to be Provided		Daily Quantity (Dth)			
		<input checked="" type="checkbox"/> Park or <input type="checkbox"/> Loan Payback		<input type="checkbox"/> Loan or <input checked="" type="checkbox"/> Park Payback	
From	Through	Minimum	Maximum	Minimum	Maximum
02/03/2024	02/05/2024	10,000	20,000	0	0
02/06/2024	02/29/2024	0	0	1,240	2,800

Rates:

~~Park or Loan Payback = quantities which Transporter RECEIVES from Shipper.~~

~~Loan or Park Payback = quantities which Transporter DELIVERS to Shipper.~~

Dates			
From	Through	Rate Description	Rate (\$/dth)
<u>02/03/2024</u>	<u>02/05/2024</u>	Initial Rate	<u>See Additional Terms Permitted by the Tariff</u>
<u>02/03/2024</u>	<u>02/29/2024</u>	Balance Rate	<u>See Additional Terms Permitted by the Tariff</u>
<u>02/06/2024</u>	<u>02/29/2024</u>	Completion Rate	<u>See Additional Terms Permitted by the Tariff</u>

~~ADDITIONAL TERMS PERMITTED TARIFF:~~

~~For the entirety of the term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Fee of \$37,200 for the entirety of service provided under this Request Order. The Negotiated Flat Fee will be prorated for the actual quantity nominated and confirmed, but in no event will Shipper pay for less than Minimum Aggregate Quantity in this contract.~~

~~;~~

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

Shipper Approval:

Shipper: United Energy Trading, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

Reserved for future use.

~~PALS REQUEST ORDER FORM~~

~~DATED: February 2, 2024~~

~~Shipper: KOCH ENERGY SERVICES, LLC~~

~~PALS Agreement #: 568616~~

~~Type of Service: Park Loan~~

~~Initiation Point Name(s) and Location(s): REX/REX CHEYENNE COMPRESSION POOL 60364~~

~~Completion Point Name(s) and Location(s): REX/REX CHEYENNE COMPRESSION POOL 60364~~

~~Maximum Aggregate Quantity: 30,000 (Dth)~~

~~Minimum Aggregate Quantity: 15,000 (Dth)~~

~~Term: Start February 3, 2024 End February 29, 2024~~

Schedule:

Date(s) Service to be Provided		Daily Quantity (Dth)			
		<input checked="" type="checkbox"/> Park or <input type="checkbox"/> Loan Payback		<input type="checkbox"/> Loan or <input checked="" type="checkbox"/> Park Payback	
From	Through	Minimum	Maximum	Minimum	Maximum
02/03/2024	02/05/2024	5,000	10,000	0	0
02/06/2024	02/29/2024	0	0	620	1,400

Rockies Express Pipeline LLC

FERC Gas Tariff
 Original Volume - The Book of Contracts

Section 4.69 - NRA Reserved
 Section Version: 5.0.0

Rates:

~~Park or Loan Payback = quantities which Transporter RECEIVES from Shipper.~~

~~Loan or Park Payback = quantities which Transporter DELIVERS to Shipper.~~

Dates		Rate Description	Rate (\$/dth)
From	Through		
<u>02/03/2024</u>	<u>02/05/2024</u>	Initial Rate	<u>See Additional Terms Permitted by the Tariff</u>
<u>02/03/2024</u>	<u>02/29/2024</u>	Balance Rate	<u>See Additional Terms Permitted by the Tariff</u>
<u>02/06/2024</u>	<u>02/29/2024</u>	Completion Rate	<u>See Additional Terms Permitted by the Tariff</u>

ADDITIONAL TERMS PERMITTED TARIFF:

For the entirety of the term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Fee of \$18,600 for the entirety of service provided under this Request Order. The Negotiated Flat Fee will be prorated for the actual quantity nominated and confirmed, but in no event will Shipper pay for less than Minimum Aggregate Quantity in this Contract.

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

Shipper Approval:

Shipper: Koch Energy Services, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

PALS REQUEST ORDER FORM

DATED: March 4, 2024

Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.

PALS Agreement #: 552795

Type of Service: Park Loan

Initiation Point Name(s) and Location(s): NGPL/REX MOULTRIE 44413

Completion Point Name(s) and Location(s): NGPL/REX MOULTRIE 44413

Maximum Aggregate Quantity: 40,000 (Dth)

Minimum Aggregate Quantity: 0 (Dth)

Term: Start April 1, 2024 End March 31, 2025

Schedule:

<u>Date(s) Service to be Provided</u>		<u>Daily Quantity (Dth)</u>			
		<input checked="" type="checkbox"/> <u>Park or Loan Payback</u>		<input checked="" type="checkbox"/> <u>Loan or Park Payback</u>	
<u>From</u>	<u>Through</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
<u>04/01/2024</u>	<u>03/31/2025</u>	<u>0</u>	<u>20,000</u>	<u>0</u>	<u>20,000</u>

Rates:

Park or Loan Payback = quantities which Transporter RECEIVES from Shipper.

Loan or Park Payback = quantities which Transporter DELIVERS to Shipper.

<u>Dates</u>		<u>Rate Description</u>	<u>Rate (\$/dth)</u>
<u>From</u>	<u>Through</u>		
<u>04/01/2024</u>	<u>03/31/2025</u>	<u>Initial Rate</u>	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2024</u>	<u>03/31/2025</u>	<u>Balance Rate</u>	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2024</u>	<u>03/31/2025</u>	<u>Completion Rate</u>	<u>See Additional Terms Permitted by Tariff</u>

ADDITIONAL TERMS PERMITTED TARIFF:

For each month of the Term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Monthly Fee of \$384,000/month for the entirety of service provided under this Request Order 959862, Request Order 959863 and Request Order 959864. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 959862, Request Order 959863 and Request Order 959864; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 959862, Request Order 959863 and Request Order 959864 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 959862, Request Order 959863 and Request Order 959864; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS. It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order. Shipper must have a zero Dth balance at the end of each contract term.

If shipper elects a physical delivery point instead of a hub or pool point, it is the shipper’s responsibility to confirm with the downstream or upstream pipeline that they will accept displacement nominations, if necessary. Keep in mind that REX does not allow custody transfers (buys/sells) at physical locations that are deliveries only (e.g. NGPL Moultrie, ANR Shelby).

Shipper can elect multiple Injection/Withdrawal Points; provided however, shipper may not have an MAQ of less than 20,000 Dths at any Injection/Withdrawal Point on the system. Shippers may not have and MAQ of more than 50,000 Dths combined at points West of Segment 150 or East of Segment 360 or at the Cheyenne Hub Pool Points. The shipper will be provided a unique PALS contract (and therefore unique nominatable PALS contract number) for each Injection/Withdrawal Point selected.

Rockies Express Pipeline LLC

FERC Gas Tariff
Original Volume - The Book of Contracts

Section 4.71 - NRA Castleton K# 959862
Section Version: 2.0.0

Shipper may, at the negotiated rate, change and/or add an Injection/Withdrawal Point up to a total of five (5) times during the term of the agreement. A point change request must be received in writing. Point changes will only be granted if Shipper's balance is zero at the point they are leaving.

Gas injected at a specific point must be withdrawn from that same point and vice versa. Injections and withdrawals will not be netted across multiple Injection/Withdrawal Points.

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

Shipper Approval:

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: Its General Partner

Signature:

Title:

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature:

Title:

Reserved for future use.

PALS REQUEST ORDER FORM

DATED: March 4, 2024

Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.

PALS Agreement #: 552795

Type of Service: Park Loan

Initiation Point Name(s) and Location(s): WHITE RI/REX MEEKER RIO BLANCO 42234

Completion Point Name(s) and Location(s): WHITE RI/REX MEEKER RIO BLANCO 42234

Maximum Aggregate Quantity: 40,000 (Dth)

Minimum Aggregate Quantity: 0 (Dth)

Term: Start April 1, 2024 End March 31, 2025

Schedule:

<u>Date(s) Service to be Provided</u>		<u>Daily Quantity (Dth)</u>			
		<input checked="" type="checkbox"/> <u>Park or Loan Payback</u>		<input checked="" type="checkbox"/> <u>Loan or Park Payback</u>	
<u>From</u>	<u>Through</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
<u>04/01/2024</u>	<u>03/31/2025</u>	<u>0</u>	<u>20,000</u>	<u>0</u>	<u>20,000</u>

Rates:

Park or Loan Payback = quantities which Transporter RECEIVES from Shipper.

Loan or Park Payback = quantities which Transporter DELIVERS to Shipper.

<u>Dates</u>		<u>Rate Description</u>	<u>Rate (\$/dth)</u>
<u>From</u>	<u>Through</u>		
<u>04/01/2024</u>	<u>03/31/2025</u>	<u>Initial Rate</u>	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2024</u>	<u>03/31/2025</u>	<u>Balance Rate</u>	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2024</u>	<u>03/31/2025</u>	<u>Completion Rate</u>	<u>See Additional Terms Permitted by Tariff</u>

ADDITIONAL TERMS PERMITTED TARIFF:

For each month of the Term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Monthly Fee of \$384,000/month for the entirety of service provided under this Request Order 959863, Request Order 959862 and Request Order 959864. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 959862, Request Order 959863 and Request Order 959864; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 959862, Request Order 959863 and Request Order 959864 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 959862, Request Order 959863 and Request Order 959864; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS. It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order. Shipper must have a zero Dth balance at the end of each contract term.

If shipper elects a physical delivery point instead of a hub or pool point, it is the shipper’s responsibility to confirm with the downstream or upstream pipeline that they will accept displacement nominations, if necessary. Keep in mind that REX does not allow custody transfers (buys/sells) at physical locations that are deliveries only (e.g. NGPL Moultrie, ANR Shelby).

Shipper can elect multiple Injection/Withdrawal Points; provided however, shipper may not have an MAQ of less than 20,000 Dths at any Injection/Withdrawal Point on the system. Shippers may not have and MAQ of more than 50,000 Dths combined at points West of Segment 150 or East of Segment 360 or at the Cheyenne Hub Pool Points. The shipper will be provided a unique PALS contract (and therefore unique nominatable PALS contract number) for each Injection/Withdrawal Point selected.

Rockies Express Pipeline LLC

FERC Gas Tariff
Original Volume - The Book of Contracts

Section 4.72 - NRA Castleton K# 959863
Section Version: 2.0.0

Shipper may, at the negotiated rate, change and/or add an Injection/Withdrawal Point up to a total of five (5) times during the term of the agreement. A point change request must be received in writing. Point changes will only be granted if Shipper's balance is zero at the point they are leaving.

Gas injected at a specific point must be withdrawn from that same point and vice versa. Injections and withdrawals will not be netted across multiple Injection/Withdrawal Points.

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

Shipper Approval:

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: Its General Partner

Signature:

Title:

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature:

Title:

Reserved for future use.

PALS REQUEST ORDER FORM

DATED: March 4, 2024

Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.

PALS Agreement #: 552795

Type of Service: Park Loan

Initiation Point Name(s) and Location(s): CLARINGTON HUB POOL 45222

Completion Point Name(s) and Location(s): CLARINGTON HUB POOL 45222

Maximum Aggregate Quantity: 20,000 (Dth)

Minimum Aggregate Quantity: 0 (Dth)

Term: Start April 1, 2024 End March 31, 2025

Schedule:

<u>Date(s) Service to be Provided</u>		<u>Daily Quantity (Dth)</u>			
		<input checked="" type="checkbox"/> <u>Park or Loan Payback</u>		<input checked="" type="checkbox"/> <u>Loan or Park Payback</u>	
<u>From</u>	<u>Through</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
<u>04/01/2024</u>	<u>03/31/2025</u>	<u>0</u>	<u>10,000</u>	<u>0</u>	<u>10,000</u>

Rates:

Park or Loan Payback = quantities which Transporter RECEIVES from Shipper.

Loan or Park Payback = quantities which Transporter DELIVERS to Shipper.

<u>Dates</u>		<u>Rate Description</u>	<u>Rate (\$/dth)</u>
<u>From</u>	<u>Through</u>		
<u>04/01/2024</u>	<u>03/31/2025</u>	<u>Initial Rate</u>	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2024</u>	<u>03/31/2025</u>	<u>Balance Rate</u>	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2024</u>	<u>03/31/2025</u>	<u>Completion Rate</u>	<u>See Additional Terms Permitted by Tariff</u>

ADDITIONAL TERMS PERMITTED TARIFF:

For each month of the Term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Monthly Fee of \$384,000/month for the entirety of service provided under this Request Order 959864, Request Order 959862 and Request Order 959863. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 959862, Request Order 959863 and Request Order 959864; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 959862, Request Order 959863 and Request Order 959864 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 959862, Request Order 959863 and Request Order 959864; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS. It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order. Shipper must have a zero Dth balance at the end of each contract term.

If shipper elects a physical delivery point instead of a hub or pool point, it is the shipper’s responsibility to confirm with the downstream or upstream pipeline that they will accept displacement nominations, if necessary. Keep in mind that REX does not allow custody transfers (buys/sells) at physical locations that are deliveries only (e.g. NGPL Moultrie, ANR Shelby).

Shipper can elect multiple Injection/Withdrawal Points; provided however, shipper may not have an MAQ of less than 20,000 Dths at any Injection/Withdrawal Point on the system. Shippers may not have and MAQ of more than 50,000 Dths combined at points West of Segment 150 or East of Segment 360 or at the Cheyenne Hub Pool Points. The shipper will be provided a unique PALS contract (and therefore unique nominatable PALS contract number) for each Injection/Withdrawal Point selected.

Rockies Express Pipeline LLC

FERC Gas Tariff
Original Volume - The Book of Contracts

Section 4.73 - NRA Castleton K# 959864
Section Version: 2.0.0

Shipper may, at the negotiated rate, change and/or add an Injection/Withdrawal Point up to a total of five (5) times during the term of the agreement. A point change request must be received in writing. Point changes will only be granted if Shipper's balance is zero at the point they are leaving.

Gas injected at a specific point must be withdrawn from that same point and vice versa. Injections and withdrawals will not be netted across multiple Injection/Withdrawal Points.

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

Shipper Approval:

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: Its General Partner

Signature:

Title:

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature:

Title:

Reserved for future use.