



May 31, 2024

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

Re: Rockies Express Pipeline LLC  
Negotiated Rate Agreement Amendments  
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 June 1, 2024:

<u>Section Name</u>	<u>Section Version</u>
<b>Third Revised Volume No. 1</b>	
Negotiated Rates – 4	123.0.0
<b>Original Volume – The Book of Contracts</b>	
Section 4.50 – NRA NRG K# 959357	17.0.0
Section 4.51 – NRA Constellation K# 959360	17.0.0
Section 4.52 – NRA Koch K# 959362	15.0.0
Section 4.53 – NRA Vitol K# 959364	11.0.0
Section 4.60 – NRA Vitol K# 959366	3.0.0
Section 4.61 – NRA Hartree K# 959368	11.0.0
Section 4.67 – NRA BP K# 959372	5.0.0

Pursuant to Part 154 of the Commission’s regulations,<sup>1</sup> 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.

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<sup>1</sup> 18 CFR § 154 (2023)

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

Pursuant to 18 CFR § 154.601, this filing is being made to reflect seven amended and restated negotiated rate transportation service agreements (“TSAs”), replacing the on-file transportation service agreements between Rockies Express and:

NRG Business Marketing LLC, (“NRG”), Contract No. 959357  
Constellation Energy Generation, LLC, (“Constellation”), Contract No. 959360  
Koch Energy Services, LLC, (“Koch”), Contract No. 959362  
Vitol Inc., (“Vitol”), Contract Nos. 959364 and 959366  
Hartree Partners, L.P., (“Hartree”), Contract No. 959368  
BP Energy Company, (“BP”), Contract No. 959372

The changes to the amended and restated contracts are limited to the term of service, the primary delivery points, and the rate. No other changes are being proposed.

The amendments to the Contracts listed above, copies of which are attached hereto, have an effective date of June 1, 2024. Rockies Express is filing the amended and restated TSAs together with the Proposed Tariff Sections, which set forth the shippers’ names and contract terms.

Rockies Express requests that the Commission accept this filing and permit the Proposed Tariff Sections set forth herein to become effective on June 1, 2024, consistent with the effective date of the TSAs.

### **Housekeeping Matters**

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

#### **Third Revised Volume No. 1:**

##### Negotiated Rates – 4, Version No. 123.0.0

- Footnote 26: Add the appropriate docket number to the footnote.

### **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 June 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.<sup>2</sup>

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 June 1, 2024. If the Commission suspends the Proposed

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<sup>2</sup> 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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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.

### **Previously Filed Tariff Versions of the Same Sections**

In this instant proceeding, Rockies Express is filing with the Commission updated versions of the tariff sections Rockies Express submitted for filing on May 24, 2024, in Docket No. RP24-777-000 (the "Currently Pending Tariff Sections"). The Proposed Tariff Sections filed herein are, with Commission approval, intended to supersede the Currently Pending Tariff Sections and are drafted with the assumption that the Currently Pending Tariff Sections will be approved prior to, or coincident with, the Commission's approval of the instant filing. With this understanding, Rockies Express respectfully requests that the Commission approve the Proposed Tariff Sections set forth herein. However, in the event the Commission does not issue or has not yet issued an affirmative order in Docket No. RP24-777-000 regarding the Currently Pending Tariff Sections, Rockies Express will submit a filing at that time to reflect any necessary changes to the Proposed Tariff Sections tendered herein.

### **Communications and Service**

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

L. Drew Cutright  
Vice President, Regulatory Affairs  
Tallgrass Energy, LP  
370 Van Gordon Street  
Lakewood, CO 80228  
303-763-3438  
drew.cutright@tallgrass.com

Janna Romaine Chesno  
Assistant General Counsel  
Tallgrass Energy, LP  
370 Van Gordon Street  
Lakewood, CO 80228  
720-442-8862  
janna.chesno@tallgrass.com

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.

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "L. Drew Cutright". The signature is written in a cursive, somewhat stylized font.

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: 123.0.0

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 – <b>35,200</b>	<u>13/</u>	<u>13/</u>	<u>13/</u>	<u>13/</u>
			3-1-22 to 6-30-22 – <b>15,920</b>				
			7-1-22 to 3-31-28 – <b>49,500</b>				
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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FERC Gas Tariff  
Third Revised Volume No. 1

Negotiated Rates - 4  
Section Version: 123.0.0

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 – <b>20,000</b> 10-1-21 to 10-31-21 – <b>5,000</b> 11-1-21 to 11-30-21 – <b>0</b> 12-1-21 to 3-31-22 – <b>95,000</b> 4-1-22 to 3-31-34 – <b>20,000</b>	<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 – <b>0</b> 10-1-21 to 10-31-21 – <b>200,000</b> 11-1-21 to 11-30-21 – <b>205,000</b> 12-1-21 to 3-31-22 – <b>110,000</b> 4-1-22 to 3-31-34 – <b>185,000</b>	<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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Third Revised Volume No. 1

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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 – <b>20,000</b> 4-1-24 to 10-31-24 – <b>0</b> 11-1-24 to 3-31-25 – <b>20,000</b> 4-1-25 to 10-31-25 – <b>0</b> 11-1-25 to 3-31-26 – <b>20,000</b>	<u>16/</u>	<u>16/</u>	<u>16/</u>	<u>16/</u>

**Rockies Express Pipeline LLC**

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

Issued on: May 31, 2024  
Effective on: June 1, 2024

**Rockies Express Pipeline LLC**FERC Gas Tariff  
Third Revised Volume No. 1Negotiated Rates - 4  
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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
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	959357 (FT)	June 1, 2024 March 31, 2025	30,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Constellation Energy Generation, LLC	959360 (FT)	June 1, 2024 March 31, 2025	5,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Koch Energy Services, LLC	959362 (FT)	June 1, 2024 March 31, 2025	20,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Vitol, Inc.	959364 (FT)	June 1, 2024 March 31, 2025	20,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Vitol, Inc.	959366 (FT)	June 1, 2024 March 31, 2025	20,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Hartree Partners, L.P.	959368 (FT)	June 1, 2024 March 31, 2025	25,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
BP Energy Company	959372 (FT)	June 1, 2024 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>

**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.
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	May 25, 2024 March 31, 2025	20,000	<u>26/</u>	<u>26/</u>	<u>26/</u>	<u>26/</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. RP24-618.

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. RP24-618.

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

26/ This information is set out in the negotiated rate agreement filed with the Commission on March 29, 2024 at Docket No. RP24-618 and further amended on May 24, 2024 at Docket No. RP24-777.

## Rockies Express Pipeline LLC

FERC Gas Tariff  
Third Revised Volume No. 1

Negotiated Rates - 4  
Section Version: 123.0.0

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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 and further amended on May 31, 2024 at Docket No. RP24\_\_\_\_.

28/ Reserved for future use.

29/ 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 May 1, 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 June 1, 2024, this Amendment No. 1 amends and restates  
FTS Contract No. 959357 effective November 10, 2023

Capacity rights for this Agreement were permanently released from \_\_\_\_\_.

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

NRG BUSINESS MARKETING LLC  
ATTN: Adam Travis  
12 GREENWAY PLAZA, SUITE 250  
HOUSTON, TX 77046  
(713) 904-7157  
adam.travis@nrg.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): December 2, 2023  
to

(Date, Period-of-Time or Event): 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 4.50 - NRA NRG K# 959357  
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”):

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>June 1, 2024- March 31, 2025</u>	<u>30,000</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>06/01/2024 – 03/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>30,000</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>06/01/2024 – 03/31/2025</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>30,000</u>	<u>NO</u>

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

10. RATES:

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



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

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

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

None  
 Lump-sum payment of \_\_\_\_\_  
 Monthly fee of \_\_\_\_\_ through \_\_\_\_\_

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

Yes  
 No

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

Yes  
 No

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

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

(Check one):

Not Applicable  
 Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

Not Applicable  
 Applicable (Complete the following):

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

**Shipper Approval:**

Shipper: NRG Business Marketing 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 November 10, 2023 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **NRG Business Marketing 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 the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2025.
- 1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959357, dated November 10, 2023 (“Transportation Agreement”).

<u>FTS using REX Zone 3 Capacity Enhancement</u>	From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project – March 31, 2024
<u>FTS</u>	<u>April 1, 2024 – March 31, 2025</u>

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

- 1.3 **Eligible Firm Transportation Quantity:** 30,000 dekatherms per day (“Dth/d”).
- 1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$15.73000 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any receipt point on Segments 100, 110, 120, 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 .

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

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

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

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

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

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

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

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

ROCKIES EXPRESS PIPELINE LLC

NRG BUSINESS MARKETING 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 May 1, 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 June 1, 2024, this Amendment No. 1 amends and restates  
FTS Contract No. 959360 effective November 10, 2023

Capacity rights for this Agreement were permanently released from \_\_\_\_\_.

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

CONSTELLATION ENERGY GENERATION, LLC  
ATTN: Brian Franz  
9400 BUNSEN PARKWAY, SUITE 100  
LOUISVILLE, KY 40220  
(502) 494-1763  
brian.franz@constellation.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): December 2, 2023  
to

(Date, Period-of-Time or Event): 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 4.51 - NRA Constellation K# 959360  
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”):

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>June 1, 2024- March 31, 2025</u>	<u>5,000</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>06/01/2024 – 03/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>5,000</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>06/01/2024 – 03/31/2025</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>5,000</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](mailto:REX@tallgrassenergyllp.com)

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

**Shipper Approval:**

Shipper: Constellation Energy Generation, 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 November 10, 2023 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Constellation Energy Generation 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 the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2025..
- 1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959360, dated November 10, 2023 (the “Transportation Agreement”).

<u>FTS using REX Zone 3 Capacity Enhancement</u>	From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project – March 31, 2024
<u>FTS</u>	<u>April 1, 2024 – March 31, 2025</u>

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:** 5,000 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 \$16.60342 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s)”).

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

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

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any receipt point on Segments 100, 110, 120, 130, 140, 150, 160\*, 170\*, in Zone 2\*, 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.

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

**Rockies Express Pipeline LLC**

FERC Gas Tariff  
Original Volume - The Book of Contracts

Section 4.51 - NRA Constellation K# 959360  
Section Version: 17.0.0

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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

CONSTELLATION ENERGY  
GENERATION 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 May 2, 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 June 1, 2024, this Amendment No. 1 amends and restates  
FTS Contract No. 959362 effective November 10, 2023

Capacity rights for this Agreement were permanently released from \_\_\_\_\_.

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

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

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): December 2, 2023  
to

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

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”):

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>June 1, 2024- March 31, 2025</u>	<u>20,000</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>06/01/2024 - 03/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>20,000</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>06/01/2024 - 03/31/2025</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</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](mailto:REX@tallgrassenergyllp.com)

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

**Shipper Approval:**

Shipper: Koch Energy Services, LLC  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_



**FIRM TRANSPORTATION  
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on November 10, 2023 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Koch Energy Services, LLC** (“Shipper”).

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

**ARTICLE 1  
NEGOTIATED RATE PARAMETERS**

- 1.1 **Negotiated Rate Term** From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2025.
- 1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959362, dated November 10, 2023 (the “Transportation Agreement”).

<u>FTS using REX Zone 3 Capacity Enhancement</u>	From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project – March 31, 2024
<u>FTS</u>	<u>April 1, 2024 – March 31, 2025</u>

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 \$16.76000 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any receipt point on Segments 100, 110, 120, 130, 140, 150, 160\*, 170\*, in Zone 2\*, 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.

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

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

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

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

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

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

**2.3 Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize

secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

ROCKIES EXPRESS PIPELINE LLC

KOCH ENERGY SERVICES, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC (“Transporter”) and Shipper agree, as of May 1, 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 June 1, 2024, this Amendment No. 1 amends and restates  
FTS Contract No. 959364 effective November 10, 2023

Capacity rights for this Agreement were permanently released from \_\_\_\_\_.

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

VITOL INC.  
ATTN: JT James  
2925 RICHMOND AVE, 11TH FLOOR  
HOUSTON, TX 77098  
(713) 230-1036  
jtj@vitol.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): December 2, 2023  
to

(Date, Period-of-Time or Event): 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 4.53 - NRA Vitol K# 959364  
Section Version: 11.0.0

## 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>June 1, 2024- March 31, 2025</u>	<u>20,000</u>

## 7. PRIMARY FTS RECEIPT POINTS &amp; 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>6/1/2024-3/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>20,000</u>	<u>YES</u>

## 8. PRIMARY FTS DELIVERY POINTS &amp; 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>6/1/2024 – 3/31/2025</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</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](mailto:REX@tallgrassenergyllp.com)

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

**Shipper Approval:**

Shipper: Vitol Inc.  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**FIRM TRANSPORTATION  
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on November 10, 2023 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Vitol, Inc.** (“Shipper”).

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

**ARTICLE 1  
NEGOTIATED RATE PARAMETERS**

- 1.1 **Negotiated Rate Term:** From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2025.
- 1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959364, dated November 10, 2023 (the “Transportation Agreement”).

<u>FTS using REX Zone 3 Capacity Enhancement</u>	From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project – March 31, 2024
<u>FTS</u>	<u>April 1, 2024 – March 31, 2025</u>

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 \$17.26145 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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



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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any receipt point on Segments 100, 110, 120, 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.

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

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

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

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

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

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

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

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

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

ROCKIES EXPRESS PIPELINE LLC

VITOL, INC.

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 May 1, 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 June 1, 2024, this Amendment No. 1 amends and restates  
FTS Contract No. 959366 effective November 10, 2023

Capacity rights for this Agreement were permanently released from \_\_\_\_\_.

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

VITOL INC.  
ATTN: JT James  
2925 RICHMOND AVE, 11TH FLOOR  
HOUSTON, TX 77098  
(713) 230-1036  
jtj@vitol.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): December 2, 2023

to

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

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”):

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>June 1, 2024- March 31, 2025</u>	<u>20,000</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>6/1/2024-3/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>20,000</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>6/1/2024 – 3/31/2025</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</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  
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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](mailto:REX@tallgrassenergyllp.com)

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

**Shipper Approval:**

Shipper: *Vitol Inc.*  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**Transporter Approval:**

Transporter: *Rockies Express Pipeline LLC*  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**FIRM TRANSPORTATION  
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on November 10, 2023 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Vitol, Inc.** (“Shipper”).

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

**ARTICLE 1  
NEGOTIATED RATE PARAMETERS**

- 1.1 **Negotiated Rate Term:** From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2025.
- 1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959366, dated November 10, 2023 (the “Transportation Agreement”).

<u>FTS using REX Zone 3 Capacity Enhancement</u>	From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project – March 31, 2024
<u>FTS</u>	<u>April 1, 2024 – March 31, 2025</u>

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 \$17.26145 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):**

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\* 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.

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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 4.60 - NRA Vitol K# 959366

Section Version: 3.0.0

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

ROCKIES EXPRESS PIPELINE LLC

VITOL, INC.

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 May 3, 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 June 1, 2024, this Amendment No. 1 amends and restates  
FTS Contract No. 959368 effective November 10, 2023

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): December 2, 2023  
to

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

4. SHIPPER’S STATUS:

Local Distribution Company

Intrastate Pipeline Company

Interstate Pipeline Company

Other: MARKETER

**Rockies Express Pipeline LLC**

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>June 1, 2024- March 31, 2025</u>	<u>25,000</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>06/01/2024 – 03/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>25,000</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>06/01/2024 – 03/31/2025</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>25,000</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](mailto: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 November 10, 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 the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2025.
- 1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959368, dated November 10, 2023 (“Transportation Agreement”).

<u>FTS using REX Zone 3 Capacity Enhancement</u>	From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project – March 31, 2024
<u>FTS</u>	<u>April 1, 2024 – March 31, 2025</u>

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:** 25,000 dekatherms per day (“Dth/d”).
- 1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$15.53000 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any receipt point on Segments 100, 110, 120, 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 .

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

**Rockies Express Pipeline LLC**

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.61 - NRA Hartree K# 959368

Section Version: 11.0.0

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release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

ROCKIES EXPRESS PIPELINE LLC

HARTREE PARTNERS, LP.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**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 May 1, 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 June 1, 2024, this Amendment No. 1 amends and restates  
FTS Contract No. 959372 effective November 10, 2023

Capacity rights for this Agreement were permanently released from \_\_\_\_\_.

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

BP ENERGY COMPANY  
ATTN: Kai Olsen  
201 HELIOS WAY  
HOUSTON, TX 77079  
(713) 323-2559  
kai.olsen@uk.bp.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): December 2, 2023  
to

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

4. SHIPPER’S STATUS:

Local Distribution Company

Intrastate Pipeline Company

Interstate Pipeline Company

Other: MARKETER

**Rockies Express Pipeline LLC**

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>June 1, 2024- March 31, 2025</u>	<u>30,000</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>06/01/2024 – 03/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>30,000</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>06/01/2024 – 03/31/2025</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>30,000</u>	<u>NO</u>

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

10. RATES:

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

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

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

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

None  
 Lump-sum payment of \_\_\_\_\_  
 Monthly fee of \_\_\_\_\_ through \_\_\_\_\_

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

Yes  
 No

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

Yes  
 No

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

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

(Check one):

Not Applicable  
 Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

Not Applicable  
 Applicable (Complete the following):

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

**Shipper Approval:**

Shipper: BP Energy Company  
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 November 10, 2023 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **BP Energy Company** (“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 the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2025.
- 1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959372, dated November 10, 2023 (“Transportation Agreement”).

<u>FTS using REX Zone 3 Capacity Enhancement</u>	From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project – March 31, 2024
<u>FTS</u>	<u>April 1, 2024 – March 31, 2025</u>

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

- 1.3 **Eligible Firm Transportation Quantity:** 30,000 dekatherms per day (“Dth/d”).
- 1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$17.82700 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any receipt point on Segments 100, 110, 120, 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 .

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

**Rockies Express Pipeline LLC**

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.67 - NRA BP K# 959372

Section Version: 5.0.0

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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

BP ENERGY COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **Marked Tariff Records**



**STATEMENT OF NEGOTIATED RATES**

Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Ascent Resources – Utica, LLC <u>2/</u>	949011 (FT)	December 13, 2016 January 5, 2032	150,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949013 (FT)	December 13, 2016 January 5, 2032	130,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949014 (FT)	December 13, 2016 January 5, 2032	70,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Vectren Energy Delivery of Indiana, Inc. <u>2/</u>	949017 (FT)	May 1, 2017 April 30, 2032	60,000	<u>18/</u>	<u>18/</u>	<u>18/</u>	<u>18/</u>
Jay-Bee Oil & Gas, Inc. <u>2/</u>	949018 (FT)	December 13, 2016 January 5, 2032	150,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Spire Marketing Inc. <u>2/</u>	949208 (FT)	December 13, 2016 January 5, 2032	20,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Citizens Gas <u>2/</u>	949295 (FT)	December 13, 2016 January 5, 2032	20,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949347 (FT)	December 13, 2016 January 5, 2032	25,000	<u>5/</u>	<u>5/</u>	<u>5/</u>	<u>5/</u>
EQT Energy, LLC <u>2/</u>	949348 (FT)	December 13, 2016 January 5, 2032	25,000	<u>5/</u>	<u>5/</u>	<u>5/</u>	<u>5/</u>
Tenaska Marketing Ventures	954057 (FT)	April 1, 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: 123.0.0

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 – <b>35,200</b> 3-1-22 to 6-30-22 – <b>15,920</b> 7-1-22 to 3-31-28 – <b>49,500</b>	<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>

# Rockies Express Pipeline LLC

FERC Gas Tariff  
Third Revised Volume No. 1

Negotiated Rates - 4  
Section Version: 123.0.0

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 – <b>20,000</b> 10-1-21 to 10-31-21 – <b>5,000</b> 11-1-21 to 11-30-21 – <b>0</b> 12-1-21 to 3-31-22 – <b>95,000</b> 4-1-22 to 3-31-34 – <b>20,000</b>	<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 – <b>0</b> 10-1-21 to 10-31-21 – <b>200,000</b> 11-1-21 to 11-30-21 – <b>205,000</b> 12-1-21 to 3-31-22 – <b>110,000</b> 4-1-22 to 3-31-34 – <b>185,000</b>	<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 – <b>20,000</b> 4-1-24 to 10-31-24 – <b>0</b> 11-1-24 to 3-31-25 – <b>20,000</b> 4-1-25 to 10-31-25 – <b>0</b> 11-1-25 to 3-31-26 – <b>20,000</b>	<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 – <b>50,000</b>	<u>11/</u>	<u>11/</u>	<u>11/</u>	<u>11/</u>
			11-1-21 to 11-30-21 – <b>30,000</b>				
			12-1-21 to 2-28-22 – <b>0</b>				
			3-1-22 to 3-31-22 – <b>30,000</b>				
			4-1-22 to 10-31-22 – <b>50,000</b>				
			11-1-22 to 11-30-22 – <b>30,000</b>				
			12-1-22 to 2-28-23 – <b>0</b>				
			3-1-23 to 3-31-23 – <b>30,000</b>				
			4-1-23 to 10-31-23 – <b>50,000</b>				
			11-1-23 to 11-31-23 – <b>30,000</b>				
			12-1-23 to 2-29-24 – <b>0</b>				
			3-1-24 to 3-31-24 – <b>30,000</b>				
			4-1-24 to 10-31-24 – <b>50,000</b>				
11-1-24 to 3-31-26 – <b>20,000</b>							

Issued on: May 31, 2024  
Effective on: June 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 <del>2/</del>	959357 (FT)	<del>June 1, 2024</del> <del>December 2, 2023</del> March 31, 2025	30,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Constellation Energy Generation, LLC <del>2/</del>	959360 (FT)	<del>June 1, 2024</del> <del>December 2, 2023</del> March 31, 2025	5,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Koch Energy Services, LLC <del>2/</del>	959362 (FT)	<del>June 1, 2024</del> <del>December 2, 2023</del> March 31, 2025	20,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Vitol, Inc. <del>2/</del>	959364 (FT)	<del>June 1, 2024</del> <del>December 2, 2023</del> March 31, 2025	20,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Vitol, Inc. <del>2/</del>	959366 (FT)	<del>June 1, 2024</del> <del>December 2, 2023</del> March 31, 2025	20,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Hartree Partners, L.P. <del>2/</del>	959368 (FT)	<del>June 1, 2024</del> <del>December 2, 2023</del> March 31, 2025	25,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
BP Energy Company <del>2/</del>	959372 (FT)	<del>June 1, 2024</del> <del>December 2, 2023</del> 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>

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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.
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	May 25, 2024 March 31, 2025	20,000	<u>26/</u>	<u>26/</u>	<u>26/</u>	<u>26/</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. RP24-618.
- 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. RP24-618.
- 25/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2023 at Docket No. RP23-653.
- 26/ This information is set out in the negotiated rate agreement filed with the Commission on March 29, 2024 at Docket No. RP24-618 and further amended on May 24, 2024 at Docket No. RP24-~~777~~—.
- 27/ This information is set out in the negotiated rate agreement filed with the Commission on December 1, 2023 at Docket No. RP24-220 and further amended on May 31, 2024 at Docket No. RP24 .
- 28/ Reserved for future use.
- 29/ 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 ~~May 1, 2024~~November 10, 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 ~~the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project~~ and is the original contract.

effective June 1, 2024, this Amendment No. 1 amends and restates FTS Contract No. 959357 effective November 10, 2023

Capacity rights for this Agreement were permanently released from \_\_\_\_\_.

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

NRG BUSINESS MARKETING LLC  
ATTN: Adam Travis~~Shawn Parsell~~  
12 GREENWAY PLAZA, SUITE 250  
HOUSTON, TX 77046  
(713) 904-7157~~(732) 516-7188~~  
adam.travis@nrg.com~~shawn.parsell@directenergy.com~~

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): ~~December 2, 2023~~The later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project

to

(Date, Period-of-Time or Event): 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  
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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)                      MDQ

~~June 1, 2024~~~~The later of December 1,~~                      30,000  
~~2023 or the In-Service date of the White~~  
~~River Bi-Directional Project - March 31,~~  
~~2025~~

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)
<del>The later of 12/01/2023 or the In-Service date of the White River Bi-Directional Project - 03/31/2024</del>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>30,000</u>	<u>NO</u>
<del>06/01/2024</del> <del>04/01/2024 - 03/31/2025</del>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>30,000</u>	<u>YES</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
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**Rockies Express Pipeline LLC**

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<del>06/01/2024 – 03/31/2025</del> <del>The later of 12/01/2023 or the In- Service date of the White River Bi- Directional Project – 03/31/2024</del>	<del>42234D422 34</del>	<del>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</del>	<del>30,000</del>	<del>NO</del>
<del>04/01/2024 – 03/31/2025</del>	<del>42234</del>	<del>WHITE RI/REX MEEKER RIO BLANCO</del>	<del>30,000</del>	<del>NO</del>

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\*The 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) are only applicable from the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2024.~~

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](mailto:REX@tallgrassenergyllp.com)

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

**Shipper Approval:**

Shipper: NRG Business Marketing 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 November 10, 2023 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **NRG Business Marketing 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 the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2025.
- 1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959357, dated November 10, 2023 (“Transportation Agreement”).

<u>FTS using REX Zone 3 Capacity Enhancement</u>	From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project – March 31, 2024
<u>FTS</u>	<u>April 1, 2024 – March 31, 2025</u>

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

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

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

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$15.73000 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any receipt point on Segments 100, 110, 120, 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 .

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 4.50 - NRA NRG K# 959357

Section Version: 17.0.0

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

ROCKIES EXPRESS PIPELINE LLC

NRG BUSINESS MARKETING 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 ~~May 1, 2024~~November 10, 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 ~~the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project~~ and is the original contract.

effective June 1, 2024, this Amendment No. 1 amends and restates FTS Contract No. 959360 effective November 10, 2023

Capacity rights for this Agreement were permanently released from \_\_\_\_\_.

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

CONSTELLATION ENERGY GENERATION, LLC  
ATTN: Brian Franz  
9400 BUNSEN PARKWAY, SUITE 100  
LOUISVILLE, KY 40220  
(502) 494-1763  
brian.franz@constellation.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): ~~December 2, 2023~~the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project

to

(Date, Period-of-Time or Event): 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 4.51 - NRA Constellation K# 959360  
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

~~The later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project June 1, 2024-~~ March 31, 2025 5,000

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)
<del>06/01/2024 – 03/31/2025</del> The later of 12/01/2023 or the In-Service date of the White River Bi-Directional Project – 03/31/2024	<del>444136006</del> <u>0</u>	<del>OHIO RIVER SYSTEM/REX BEARWALLOW MONNGPL/REX MOULTRIE</del>	<del>5,000</del>	<del>YES</del> <u>NO</u>
<del>04/01/2024 – 03/31/2025</del>	<del>44413</del>	<del>NGPL/REX MOULTRIE</del>	<del>5,000</del>	<del>YES</del>

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)
<del>06/01/2024 – 03/31/2025</del> The later of 12/01/2023 or the	<del>42234D422</del> <u>34</u>	<del>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</del>	<del>5,000</del>	<del>NO</del>

**Rockies Express Pipeline LLC**

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<del>In-Service date of the White River Bi-Directional Project - 03/31/2024</del>				
<del>04/01/2024 - 03/31/2025</del>	<u>42234</u>	<u>WHITE RI/REX MEEKER RIO BLANCO</u>	<u>5,000</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:

~~\*The 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) are only applicable from the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2024.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](mailto:REX@tallgrassenergyllp.com)

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

**Shipper Approval:**

Shipper: Constellation Energy Generation, 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 November 10, 2023 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Constellation Energy Generation 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 the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2025..

- 1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959360, dated November 10, 2023 (the “Transportation Agreement”).

<u>FTS using REX Zone 3 Capacity Enhancement</u>	From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project – March 31, 2024
<u>FTS</u>	<u>April 1, 2024 – March 31, 2025</u>

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:** 5,000 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 \$16.60342 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any receipt point on Segments 100, 110, 120, 130, 140, 150, 160\*, 170\*, in Zone 2\*, 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.

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

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

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

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

- 2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.
- 2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.
- 2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

ROCKIES EXPRESS PIPELINE LLC

CONSTELLATION ENERGY  
GENERATION LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**Rockies Express Pipeline LLC**

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.51 - NRA Constellation K# 959360

Section Version: 17.0.0

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## 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 ~~May 2, 2024~~November 10, 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 ~~the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project~~ and is the original contract.

effective June 1, 2024, this Amendment No. 1 amends and restates FTS Contract No. 959362 effective November 10, 2023

         Capacity rights for this Agreement were permanently released from                         .

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

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

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): ~~December 2, 2023~~the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project

to

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

4. SHIPPER'S STATUS:

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

**Rockies Express Pipeline LLC**FERC Gas Tariff  
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Section 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)                      MDQ

June 1, 2024~~The later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project - March 31, 2025~~                      20,000

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<del>The later of 12/01/2023 or the In-Service date of the White River Bi-Directional Project - 03/31/2024</del>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>20,000</u>	<u>NO</u>
<u>06/01/2024</u> <del>04/01/2024 - 03/31/2025</del>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>20,000</u>	<u>YES</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<del>The later of 12/01/2023 or the In-Service date of the White River Bi-Directional Project -</del>	<u>42234</u>	<u>WHITE RI/REX MEEKER RIO BLANCO</u>	<u>20,000</u>	<u>NO</u>

**Rockies Express Pipeline LLC**FERC Gas Tariff  
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Section Version: 15.0.0

<u>03/31/2024</u>				
<u>06/01/2024</u> <del>04/01/2024</del> - <u>03/31/2025</u>	<u>42234D</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u> <u>DELIVERY</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:

~~\*The 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) are only applicable from the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2024.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](mailto:REX@tallgrassenergyllp.com)

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

**Shipper Approval:**

Shipper: Koch Energy Services, LLC  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**FIRM TRANSPORTATION  
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on November 10, 2023 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Koch Energy Services, LLC** (“Shipper”).

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

**ARTICLE 1  
NEGOTIATED RATE PARAMETERS**

- 1.1 **Negotiated Rate Term** From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2025.
- 1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959362, dated November 10, 2023 (the “Transportation Agreement”).

<u>FTS using REX Zone 3 Capacity Enhancement</u>	From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project – March 31, 2024
--	--

FTS	April 1, 2024 – March 31, 2025
-----	--------------------------------

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 \$16.76000 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any receipt point on Segments 100, 110, 120, 130, 140, 150, 160\*, 170\*, in Zone 2\*, 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.

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

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

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

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

- 2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.
- 2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.
- 2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

ROCKIES EXPRESS PIPELINE LLC

KOCH ENERGY SERVICES, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC (“Transporter”) and Shipper agree, as of ~~May 1, 2024~~November 10, 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 ~~the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project~~ and is the original contract.

effective June 1, 2024, this Amendment No. 1 amends and restates FTS Contract No. 959364 effective November 10, 2023

Capacity rights for this Agreement were permanently released from \_\_\_\_\_.

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

VITOL INC.  
ATTN: JT James  
2925 RICHMOND AVE, 11TH FLOOR  
HOUSTON, TX 77098  
(713) 230-1036  
jtj@vitol.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): ~~December 2, 2023~~the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project

to

(Date, Period-of-Time or Event): 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 4.53 - NRA Vitol K# 959364  
Section Version: 11.0.0

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

June 1, 2024~~The later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project - March 31, 2025~~ 20,000

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<del>The later of 12/01/2023 or the In-Service date of the White River Bi-Directional Project - 03/31/2024</del>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>20,000</u>	<u>NO</u>
<u>6/1/2024</u> <del>4/1/2024-3/31/2025</del>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>20,000</u>	<u>YES</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<del>The later of 12/01/2023 or the In-Service date of the White River Bi-Directional Project - 03/31/2024</del>	<u>42234</u>	<u>WHITE RI/REX MEEKER RIO BLANCO</u>	<u>20,000</u>	<u>NO</u>

<u>6/1/2024</u> <u>4/1/2024</u> <u>- 3/31/2025</u>	<u>42234D</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u> <u>DELIVERY</u>	<u>20,000</u>	<u>NO</u>
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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

~~\*The 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) are only applicable from the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2024.~~

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](mailto:REX@tallgrassenergyllp.com)

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

**Shipper Approval:**

Shipper: Vitol Inc.  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**FIRM TRANSPORTATION  
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on November 10, 2023 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Vitol, Inc.** (“Shipper”).

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

**ARTICLE 1  
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2025.

- 1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959364, dated November 10, 2023 (the “Transportation Agreement”).

<u>FTS using REX Zone 3 Capacity Enhancement</u>	From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project – March 31, 2024
<u>FTS</u>	<u>April 1, 2024 – March 31, 2025</u>

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 \$17.26145 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any receipt point on Segments 100, 110, 120, 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.

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any delivery point on Segments 100, 110, 120, 130, 140, 150, 160\*, 170\*, 600, 610, 620, 630, 640, 650, in Zone 2\*, and Zone 3, provided that the resulting transportation path flows east-to-west. To be clear, the

foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on the REX mainline.

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

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

- 2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.
- 2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.
- 2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

ROCKIES EXPRESS PIPELINE LLC

VITOL, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Rockies Express Pipeline LLC**

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.53 - NRA Vitol K# 959364

Section Version: 11.0.0

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Issued on: May 31, 2024  
Effective on: June 1, 2024



## 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 ~~May 1, 2024~~November 10, 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 ~~the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project~~ and is the original contract.

effective June 1, 2024, this Amendment No. 1 amends and restates FTS Contract No. 959366 effective November 10, 2023

Capacity rights for this Agreement were permanently released from \_\_\_\_\_.

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

VITOL INC.  
ATTN: JT James  
2925 RICHMOND AVE, 11TH FLOOR  
HOUSTON, TX 77098  
(713) 230-1036  
jtj@vitol.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): ~~December 2, 2023~~the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project

to

(Date, Period-of-Time or Event): 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 4.60 - NRA Vitol K# 959366  
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

June 1, 2024~~The later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project - March 31, 2025~~ 20,000

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<del>The later of 12/01/2023 or the In-Service date of the White River Bi-Directional Project - 03/31/2024</del>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>20,000</u>	<u>NO</u>
<u>6/1/2024</u> <del>4/1/2024-3/31/2025</del>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>20,000</u>	<u>YES</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<del>The later of 12/01/2023 or the In-Service date of the White River Bi-Directional Project - 03/31/2024</del>	<u>42234</u>	<u>WHITE RI/REX MEEKER RIO BLANCO</u>	<u>20,000</u>	<u>NO</u>

<u>6/1/2024</u> <u>4/1/2024</u> <u>- 3/31/2025</u>	<u>42234D</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u> <u>DELIVERY</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

~~\*The 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) are only applicable from the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2024.~~

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](mailto:REX@tallgrassenergyllp.com)

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

**Shipper Approval:**

Shipper: Vitol Inc.  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**FIRM TRANSPORTATION  
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on November 10, 2023 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Vitol, Inc.** (“Shipper”).

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

**ARTICLE 1  
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2025.

- 1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959366, dated November 10, 2023 (the “Transportation Agreement”).

<u>FTS using REX Zone 3 Capacity Enhancement</u>	From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project – March 31, 2024
<u>FTS</u>	<u>April 1, 2024 – March 31, 2025</u>

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 \$17.26145 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any receipt point on Segments 100, 110, 120, 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.

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

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

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

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

- 2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.
- 2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.
- 2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

ROCKIES EXPRESS PIPELINE LLC

VITOL, INC.

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 ~~May 3, 2023~~November 10, 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 ~~the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project~~ and is the original contract.

effective June 1, 2024, this Amendment No. 1 amends and restates FTS Contract No. 959368 effective November 10, 2023

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): ~~December 2, 2023~~The later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project

to

(Date, Period-of-Time or Event): 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 ContractsSection 4.61 - NRA Hartree K# 959368  
Section Version: 11.0.0

## 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

~~June 1, 2024~~~~The later of December 1,~~                      25,000  
~~2023 or the In-Service date of the White~~  
~~River Bi-Directional Project - March 31,~~  
2025

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<del>The later of 12/01/2023 or the In-Service date of the White River Bi-Directional Project - 03/31/2024</del>	<del>45222</del>	<del>CLARINGTON HUB POOL</del>	<del>25,000</del>	<del>NO</del>
<u>06/01/2024</u> <del>04/01/2024</del> – 03/31/2025	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>25,000</u>	<u>YES</u>

## 8. PRIMARY FTS DELIVERY POINTS &amp; MAXIMUM DAILY DELIVERY QUANTITY (“MDDQ”)

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
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**Rockies Express Pipeline LLC**

FERC Gas Tariff  
Original Volume - The Book of Contracts

Section 4.61 - NRA Hartree K# 959368  
Section Version: 11.0.0

<del>The later of 12/01/2023 or the In-Service date of the White River Bi- Directional Project- 03/31/2024</del>	<u>42234</u>	<u>WHITE RI/REX MEEKER RIO BLANCO</u>	<u>25,000</u>	<u>NO</u>
<u>06/01/2024</u> <del>04/01/20</del> <u>24</u> – 03/31/2025	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>25,000</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

~~\*The 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) are only applicable from the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2024.~~

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](mailto: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 November 10, 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 the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2025.
- 1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959368, dated November 10, 2023 (“Transportation Agreement”).

<u>FTS using REX Zone 3 Capacity Enhancement</u>	From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project – March 31, 2024
<u>FTS</u>	<u>April 1, 2024 – March 31, 2025</u>

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:** 25,000 dekatherms per day (“Dth/d”).

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

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$15.53000 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any receipt point on Segments 100, 110, 120, 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 .

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any delivery point on Segments 100, 110, 120, 130, 140, 150, 160\*, 170\*, 600, 610, 620, 630, 640, 650, in Zone 2\*, and Zone 3, provided that the resulting transportation path flows east-to-west. To be clear, the

foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on the REX mainline.

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

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

- 2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.
- 2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.
- 2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

ROCKIES EXPRESS PIPELINE LLC

HARTREE PARTNERS, LP.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Rockies Express Pipeline LLC**

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.61 - NRA Hartree K# 959368

Section Version: 11.0.0

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## 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 ~~May 1, 2024~~November 10, 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 ~~the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project~~ and is the original contract.

effective June 1, 2024, this Amendment No. 1 amends and restates FTS Contract No. 959372 effective November 10, 2023

Capacity rights for this Agreement were permanently released from \_\_\_\_\_.

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

BP ENERGY COMPANY  
ATTN: Kai Olsen  
201 HELIOS WAY  
HOUSTON, TX 77079  
(713) 323-2559  
kai.olsen@uk.bp.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): ~~December 2, 2023~~The later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project

to

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

4. SHIPPER’S STATUS:

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



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Section Version: 5.0.0

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

June 1, 2024~~The later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project - March 31, 2025~~                      30,000

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<del>The later of 12/01/2023 or the In-Service date of the White River Bi-Directional Project - 03/31/2024</del>	<u>60059</u>	<u>EUREKA</u> <u>MIDSTREAM/REX</u> <u>CAMERON</u> <u>MONROE</u>	<u>30,000</u>	<u>NO</u>
<u>06/01/2024</u> <del>04/01/2024</del> – 03/31/2025	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>30,000</u>	<u>YES</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
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<del>06/01/2024 – 03/31/2025</del> <del>The later of 12/01/2023 or the In- Service date of the White River Bi- Directional Project – 03/31/2024</del>	<del>42234D</del>	<del>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</del>	<del>30,000</del>	<del>NO</del>
<del>04/01/2024 – 03/31/2025</del>	<del>42234</del>	<del>WHITE RI/REX MEEKER RIO BLANCO</del>	<del>30,000</del>	<del>NO</del>

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

~~\*The 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) are only applicable from the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2024.~~

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](mailto:REX@tallgrassenergyllp.com)

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

**Shipper Approval:**

Shipper: BP Energy Company  
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 November 10, 2023 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **BP Energy Company** (“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 the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2025.
- 1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959372, dated November 10, 2023 (“Transportation Agreement”).

<u>FTS using REX Zone 3 Capacity Enhancement</u>	From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project – March 31, 2024
<u>FTS</u>	<u>April 1, 2024 – March 31, 2025</u>

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

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

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

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$17.82700 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s)”).

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

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

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any receipt point on Segments 100, 110, 120, 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 .

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any delivery point on Segments 100, 110, 120, 130, 140, 150, 160\*, 170\*, 600, 610, 620, 630, 640, 650, in Zone 2\*, and Zone 3, provided that the resulting transportation path flows east-to-west. To be clear, the

foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on the REX mainline.

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

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

- 2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.
- 2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.
- 2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

ROCKIES EXPRESS PIPELINE LLC

BP ENERGY COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Rockies Express Pipeline LLC**

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.67 - NRA BP K# 959372

Section Version: 5.0.0

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