



Rockies Express Pipeline LLC

February 28, 2025

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

Re: Rockies Express Pipeline LLC
Negotiated Rate Agreements
Docket No. RP25-____-000

Dear 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 March 1, 2025:

<u>Section Name</u>	<u>Section Version</u>
Third Revised Volume No. 1	
Negotiated Rates – 4	136.0.0
Original Volume – The Book of Contracts	
Section 2 – Table of Contents – Book of Contracts	155.0.0
Section 4.88 – NRA Spotlight K# 961178	2.0.0
Section 4.89 – NRA DTE K# 961179	2.0.0
Section 4.90 – NRA Reserved	1.0.0
Section 4.91 – NRA Reserved	1.0.0
Section 4.92 – NRA Reserved	1.0.0
Section 4.93 – NRA DRW K# 961362	0.0.0
Section 4.94 – NRA Twin Eagle K# 961368	0.0.0
Section 4.95 – NRA Castleton K# 961369	0.0.0
Section 4.96 – NRA Radiate K# 961422	0.0.0

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

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

¹ 18 CFR § 154 (2024).

3. A PDF file of the marked Proposed Tariff Sections for posting in the Commission's eLibrary; and
4. This transmittal letter.

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

Pursuant to 18 CFR § 154.601, Rockies Express is submitting this instant filing to implement six new negotiated rate transportation service agreements ("TSAs") between Rockies Express and:

Spotlight Energy, LLC, ("Spotlight"), Contract No. 961178
DTE Energy Trading, Inc., ("DTE"), Contract No. 961179
DRW Energy Trading LLC, ("DRW"), Contract No. 961362
Twin Eagle Resource Management, LLC, ("Twin Eagle"), Contract No. 961368
Castleton Commodities Merchant Trading L.P., ("Castleton"), Contract No. 961369
Radiate Energy LLC, ("Radiate"), Contract No. 961422

Copies of the TSAs are attached hereto. The contracts have an effective date of March 1, 2025.

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

Accordingly, Rockies Express herein files six new TSAs, together with the Proposed Tariff Sections, of which the tariff section labeled "Negotiated Rates – 4," Section Version No. 136.0.0, lists the subject agreements, including, *inter alia*, the shippers' names, contract numbers, and contract terms, as well as a reference to this instant filing.

Rockies Express hereby affirms that the TSAs identified above do not deviate in any material respect from the form of service agreement in the Tariff. Rockies Express is proposing that the tendered tariff records be accepted for filing and made effective on March 1, 2025, 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 changes, with a proposed effective date of March 1, 2025:

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

Third Revised Volume No. 1:

Negotiated Rates – 4, Version No. 136.0.0

- Footnotes 26 & 30: Add the appropriate docket number to the footnotes.
- Remove footnote 32, and reserve for future use.
- Remove references to Contract Nos. 961214, 961215, and 961232, as they expire on February 28, 2025, and reserve for future use.

Original Volume – The Book of Contracts

Section 2 – Table of Contents – Book of Contracts, Version 155.0.0

- Remove references to Contract Nos. 961214, 961215, and 961232, as they expire on February 28, 2025, and reserve for future use.

Section 4.90 – NRA Reserved, Version 1.0.0

- Remove Contract No. 961214, as the contract expires on February 28, 2025, and reserve for future use.

Section 4.91 – NRA Reserved, Version 1.0.0

- Remove Contract No. 961215, as the contract expires on February 28, 2025, and reserve for future use.

Section 4.92 – NRA Reserved, Version 1.0.0

- Remove Contract No. 961232, as the contract expires on February 28, 2025, and reserve for future use.

Procedural Matters

Rockies Express respectfully requests waiver of the 30-day notice requirement in 18 CFR § 154.207, as necessary, so that the Proposed Tariff Sections submitted herewith may become effective on March 1, 2025. Approval of this requested waiver is in the public interest where no other shipper will be harmed and the needs of consumers are met. The Commission, in its Policy Statement, stated that it would readily grant requests to waive the 30-day notice requirement of 18 CFR § 154.207.³

Pursuant to the Commission's regulations, Rockies Express is submitting this filing via electronic filing. Rockies Express requests that the Commission grant all waivers of its regulations necessary for the Proposed Tariff Sections to become effective on March 1, 2025. If the Commission suspends the Proposed Tariff Sections, Rockies Express hereby moves to place the accepted Proposed Tariff Sections into effect at the end of the suspension period, if any, specified in the Commission order permitting the proposed changes to go into effect without change. If the Commission directs Rockies Express to change any aspect of the Rockies Express proposal prior to these Proposed Tariff Sections becoming effective, Rockies Express reserves the right to file a later motion to place the Proposed Tariff Sections into effect.

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

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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 February 14, 2025, in Docket No. RP25-566-000 (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. RP25-566-000 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
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A copy of this filing is being served on Rockies Express' customers and all interested state commissions. A copy of this filing is also available for inspection during regular business hours at Rockies Express' office in Lakewood, Colorado.

Certification

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

Respectfully submitted,



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

Authorized Representative of Rockies Express Pipeline LLC

Clean Tariff Records

STATEMENT OF NEGOTIATED RATES

Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Ascent Resources – Utica, LLC <u>2/</u>	949011 (FT)	December 13, 2016 January 5, 2032	150,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949013 (FT)	December 13, 2016 January 5, 2032	130,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949014 (FT)	December 13, 2016 January 5, 2032	70,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Vectren Energy Delivery of Indiana, Inc. <u>2/</u>	949017 (FT)	May 1, 2017 April 30, 2032	60,000	<u>18/</u>	<u>18/</u>	<u>18/</u>	<u>18/</u>
Jay-Bee Oil & Gas, Inc. <u>2/</u>	949018 (FT)	December 13, 2016 January 5, 2032	150,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Spire Marketing Inc. <u>2/</u>	949208 (FT)	December 13, 2016 January 5, 2032	20,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Citizens Gas <u>2/</u>	949295 (FT)	December 13, 2016 January 5, 2032	20,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949347 (FT)	December 13, 2016 January 5, 2032	25,000	<u>5/</u>	<u>5/</u>	<u>5/</u>	<u>5/</u>
EQT Energy, LLC <u>2/</u>	949348 (FT)	December 13, 2016 January 5, 2032	25,000	<u>5/</u>	<u>5/</u>	<u>5/</u>	<u>5/</u>
Tenaska Marketing Ventures	954057 (FT)	April 1, 2024 March 31, 2025	20,000	<u>22/</u>	<u>22/</u>	<u>22/</u>	<u>22/</u>

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
BP Energy Company	954204-02 (FT)	November 1, 2020 March 31, 2028	11-1-20 to 2-28-22 – 35,200				
			3-1-22 to 6-30-22 – 15,920	<u>13/</u>	<u>13/</u>	<u>13/</u>	<u>13/</u>
			7-1-22 to 3-31-28 – 49,500				
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.	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)	November 1, 2024 October 31, 2027	10,000	<u>12/</u>	<u>12/</u>	<u>12/</u>	<u>12/</u>
Spotlight Energy, LLC 2/	960955 (FT)	December 1, 2024 October 31, 2025	15,000	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
Vitol Inc. 2/	960956 (FT)	December 1, 2024 October 31, 2025	14,500	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
Southwest Energy, L.P. 2/	960957 (FT)	December 1, 2024 October 31, 2025	25,000	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
Vitol Inc. 2/	960959 (FT)	December 1, 2024 October 31, 2025	14,500	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
EQT Energy, LLC 2/	955662 (FT)	September 1, 2021 March 31, 2034	9-1-21 to 9-30-21 – 20,000 10-1-21 to 10-31-21 – 5,000 11-1-21 to 11-30-21 – 0 12-1-21 to 3-31-22 – 95,000 4-1-22 to 3-31-34 – 20,000	<u>14/</u>	<u>14/</u>	<u>14/</u>	<u>14/</u>
EQT Energy, LLC	955662-02 (FT)	September 1, 2021 March 31, 2034	9-1-21 to 9-30-21 – 0 10-1-21 to 10-31-21 – 200,000 11-1-21 to 11-30-21 – 205,000 12-1-21 to 3-31-22 – 110,000 4-1-22 to 3-31-34 – 185,000	<u>14/</u>	<u>14/</u>	<u>14/</u>	<u>14/</u>
Duke Energy Ohio, Inc. 2/	954559 (FT)	December 1, 2021 November 30, 2031	57,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
BP Energy Company	955338 (FT)	December 1, 2021 December 31, 2026	20,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
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>

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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.
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>
Spotlight Energy, LLC	961178 (FT)	March 1, 2025 June 30, 2027	15,000	<u>19/</u>	<u>19/</u>	<u>19/</u>	<u>19/</u>
DTE Energy Trading, Inc.	961179 (FT)	March 1, 2025 October 31, 2028	25,000	<u>19/</u>	<u>19/</u>	<u>19/</u>	<u>19/</u>
DRW Energy Trading LLC 2/	961362 (FT)	March 1, 2025 March 31, 2025	30,000	<u>19/</u>	<u>19/</u>	<u>19/</u>	<u>19/</u>
Spire Missouri Inc.	958854 (FT)	November 1, 2023 March 31, 2026	11-1-23 to 3-31-24 – 20,000 4-1-24 to 10-31-24 – 0 11-1-24 to 3-31-25 – 20,000 4-1-25 to 10-31-25 – 0 11-1-25 to 3-31-26 – 20,000	<u>16/</u>	<u>16/</u>	<u>16/</u>	<u>16/</u>

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

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Indianapolis Power & Light Company	957455 (FT)	January 4, 2025 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>
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	February 14, 2025 March 31, 2025	40,000	<u>30/</u>	<u>30/</u>	<u>30/</u>	<u>30/</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.
Twin Eagle Resource Management, LLC 2/	961368 (FT)	March 1, 2025 March 31, 2025	10,000	<u>19/</u>	<u>19/</u>	<u>19/</u>	<u>19/</u>
Castleton Commodities Merchant Trading L.P.	959864	February 14, 2025 March 31, 2025	20,000	<u>26/</u>	<u>26/</u>	<u>26/</u>	<u>26/</u>
Citadel Energy Marketing LLC	960301 (FT)	June 21, 2024 October 31, 2026	15,000	<u>8/</u>	<u>8/</u>	<u>8/</u>	<u>8/</u>
Constellation Energy Generation, LLC	960302 (FT)	June 21, 2024 October 31, 2026	26,000	<u>8/</u>	<u>8/</u>	<u>8/</u>	<u>8/</u>
Stanchion Gas Marketing, LLC	960303 (FT)	June 21, 2024 October 31, 2026	40,000	<u>8/</u>	<u>8/</u>	<u>8/</u>	<u>8/</u>
L-H Battery Company, Incorporated	959468 (FT)	July 8, 2024 July 7, 2034	12,000	<u>21/</u>	<u>21/</u>	<u>21/</u>	<u>21/</u>
Vitol, Inc.	960426 (FT)	November 1, 2024 June 30, 2027	10,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
BP Energy Company	960427 (FT)	November 1, 2024 June 30, 2027	23,500	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Citigroup Energy, Inc.	960428 (FT)	November 1, 2024 June 30, 2027	15,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Constellation Energy Generation, LLC	960429 (FT)	November 1, 2024 June 30, 2027	5,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Koch Energy Services, LLC	960430 (FT)	November 1, 2024 June 30, 2027	31,500	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
JPMorgan Chase Bank, N.A.	960431 (FT)	November 1, 2024 June 30, 2027	20,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Vitol, Inc.	960443 (FT)	November 1, 2024 June 30, 2027	5,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Mieco, Inc.	960657 (FT)	December 1, 2024 March 31, 2025	40,000	<u>29/</u>	<u>29/</u>	<u>29/</u>	<u>29/</u>

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Castleton Commodities Merchant Trading L.P. 2/	961369 (FT)	March 1, 2025 March 31, 2025	20,000	<u>19/</u>	<u>19/</u>	<u>19/</u>	<u>19/</u>
Radiate Energy LLC 2/	961422 (FT)	March 1, 2025 March 31, 2025	20,000	<u>19/</u>	<u>19/</u>	<u>19/</u>	<u>19/</u>
Union Electric Company, D/B/A Ameren Missouri	960682 (FT)	November 1, 2024 March 31, 2027	11-1-24 to 3-31-25 – 25,000 4-1-25 to 10-31-25 – 0 11-1-25 to 3-31-26 – 25,000 4-1-26 to 10-31-26 – 0 11-1-26 to 3-31-27 – 25,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Castleton Commodities Merchant Trading L.P.	960683 (FT)	November 1, 2024 March 31, 2025	20,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Tenaska Marketing Ventures	960688 (FT)	November 1, 2024 March 31, 2025	20,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Stanchion Gas Marketing, LLC	960758 (FT)	November 1, 2024 March 31, 2025	20,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Radiate Energy LLC	960762 (FT)	November 1, 2024 March 31, 2025	20,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Stanchion Gas Marketing, LLC	960781 (FT)	November 1, 2024 October 31, 2029	100,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Twin Eagle Resource Management, LLC	960784 (FT)	November 1, 2024 March 31, 2025	10,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Uniper Global Commodities North America LLC 2/	960826 (FT)	November 1, 2024 October 31, 2025	10,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</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.
Constellation Energy Generation, LLC 2/	960827 (FT)	November 1, 2024 October 31, 2025	20,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Castleton Commodities Merchant Trading L.P. 2/	960830 (FT)	November 1, 2024 October 31, 2025	10,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Vitol, Inc. 2/	960831 (FT)	November 1, 2024 October 31, 2025	1,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Eco-Energy Natural Gas, LLC 2/	960832 (FT)	November 1, 2024 October 31, 2025	15,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
DRW Energy Trading LLC 2/	960835 (FT)	November 1, 2024 October 31, 2025	30,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>

- 1/ This information is set out in the negotiated rate agreement filed with the Commission on December 12, 2016 at Docket No. RP17-257.
- 2/ By Commission order issued February 25, 2016 in Docket No. CP15-137-000 (*Rockies Express Pipeline LLC*, 154 FERC ¶ 61,139 (2016)), Rockies Express was granted a certificate of public convenience and necessity to construct and operate certain facilities referred to as the Zone 3 Capacity Enhancement Project (referred to in the order as the East-to-West Expansion Project).
- 3/ This information is set out in the negotiated rate agreement filed with the Commission on July 29, 2022 at Docket No. RP22-1087.
- 4/ This information is set out in the negotiated rate agreement filed with the Commission on December 1, 2021 at Docket No. RP22-379.
- 5/ This information is set out in the agreement filed with the Commission on June 1, 2018 at Docket No. RP18-883.
- 6/ This information is set out in the negotiated rate agreement filed with the Commission on November 30, 2023 at Docket No. RP24-198.
- 7/ This information is set out in the negotiated rate agreement filed with the Commission on November 30, 2020 at Docket No. RP21-267.
- 8/ This information is set out in the negotiated rate agreement filed with the Commission on June 20, 2024 at Docket No. RP24-835.
- 9/ This information is set out in the negotiated rate agreement filed with the Commission on November 27,

2024 at Docket No. RP25-246.

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, and on October 31, 2024 at Docket No. RP25-139.

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/ This information is set out in the negotiated rate agreement filed with the Commission on February 28, 2025 at Docket No. RP25-____.

20/ This information is set out in the negotiated rate agreement filed with the Commission on October 31, 2022 at Docket No. RP23-117 and further amended on January 6, 2025 at Docket No. RP25-345.

21/ This information is set out in the negotiated rate agreement filed with the Commission on July 5, 2024 at Docket No. RP24-897.

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, January 16, 2025 at Docket RP25-357, and on February 14, 2025 at Docket No. RP25-566.
- 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. RP24-807.
- 28/ This information is set out in the negotiated rate agreement filed with the Commission on October 31, 2024 at Docket No. RP25-139.
- 29/ This information is set out in the negotiated rate agreement filed with the Commission on October 31, 2024 at Docket No. RP25-139 and further amended on November 27, 2024 at Docket No. RP25-246.
- 30/ 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 January 2, 2025 at Docket No. RP25-334, January 16, 2025 at Docket RP25-357, and on February 14, 2025 at Docket No. RP25-566.
- 31/ Reserved for future use.
- 32/ Reserved for future use .

2.0 Table of Contents

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

Shipper Name	Section #	Section Name
Reserved for Future Use (whole document format)	3.1	Section 3.1 NC NRA
(whole document format) Reserved	3.1.1	Section 3.1.1 NC NRA Reserved
Reserved (whole document format)	3.2	Section 3.2 – NC NRA Reserved
Reserved (whole document format)	3.3.1	Section 3.3.1 - Whole Doc Reserved
Reserved	3.3	Section 3.3 - NC NRA Reserved
Reserved (whole document format)	3.4.1	Section 3.4.1 NC Reserved
Reserved	3.4	Section 3.4 NC NRA Reserved
Reserved	3.5	Section 3.5 – NC NRA Reserved
Reserved	3.6	Section 3.6 NC NRA Reserved
Reserved	3.7	Section 3.7 NC NRA Reserved
Reserved	3.8	Section 3.8 – NC NRA Reserved
(whole document format) Reserved	3.8.1	Section 3.8.1 NC NRA Reserved
Reserved	3.9	Section 3.9 – NC NRA Reserved
Reserved (whole document format)	3.9.1	Section 3.9.1 Whole Doc Reserved
Reserved	3.10	Section 3.10 NC NRA Reserved
Reserved (whole document format)	3.10.1	Section 3.10.1 NC NRA Reserved

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

4.0 List of Conforming Negotiated Rate Contracts Found in this Tariff

Shipper Name	Section #	Section Name
Duke Energy Ohio, Inc. K# 954559	4.1	Section 4.1 - NRA Duke K# 954559
BP Energy Company K# 955338	4.2	Section 4.2 - NRA BP K# 955338
Antero Resources Corporation K#947930	4.3	Section 4.3 - NRA Antero K# 947930
EQT Energy, LLC K# 947976	4.4	Section 4.4 - NRA EQT K# 947976
Ascent Resources-Utica, LLC K# 947977	4.5	Section 4.5 - NRA Ascent K# 947977
EQT Energy, LLC K# 947978	4.6	Section 4.6 - NRA EQT K# 947978
Gulfport Energy Corporation K# 948001	4.7	Section 4.7 - NRA Gulfport K# 948001
Vectren Energy Delivery of Indiana, Inc.	4.8	Section 4.8 - NRA Vectren K# 949017
Morgan Stanley Capital Group Inc., K# 955345	4.9	Section 4.9 - NRA Morgan Stanley K# 955345
Spotlight Energy, LLC K# 960955	4.10	Section 4.10 - NRA Spotlight K# 960955
Morgan Stanley Capital Group Inc., K# 953935	4.11	Section 4.11 - NRA Morgan Stanley K# 953935
BP Energy Company K# 954204	4.12	Section 4.12 - NRA BP K# 954204
Koch Energy Services, LLC K# 955418	4.13	Section 4.13 - NRA Koch K# 955418

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Shipper Name	Section #	Section Name
Ascent Resources-Utica, LLC	4.14	Section 4.14 – NRA Ascent K# 949011
Mercuria Energy America, LLC K# 955419	4.15	Section 4.15 – NRA Mercuria K# 955419
EQT Energy, LLC	4.16	Section 4.16 – NRA EQT Energy K# 949013
EQT Energy, LLC	4.17	Section 4.17 – NRA EQT Energy K# 949014
Gulfport Energy Corporation	4.18	Section 4.18 – NRA Gulfport Energy K# 949015
Gulfport Energy Corporation	4.19	Section 4.19 – NRA Gulfport Energy K# 949016
BP Energy Company K# 955420	4.20	Section 4.20 -NRA BP K# 955420
Jay-Bee Oil & Gas, Inc.	4.21	Section 4.21 – NRA Jay-Bee K# 949018
Vitol, Inc. K# 960426	4.22	Section 4.22 – NRA Vitol K# 960426
BP Energy Company K# 960427	4.23	Section 4.23 – NRA BP K# 960427
Spire Marketing Inc.	4.24	Section 4.24 – NRA Spire K# 949208
Citizens Gas	4.25	Section 4.25 – NRA Citizens K#949295
EQT Energy, LLC	4.26	Section 4.26 – NRA EQT K#949347
EQT Energy, LLC	4.27	Section 4.27 – NRA EQT K# 949348
SWN Energy Services Company, LLC K#954719	4.28	Section 4.28 – NRA SWN K# 954719
SWN Energy Services Company, LLC K#954720	4.29	Section 4.29 – NRA SWN K# 954720
DTE Energy Trading, Inc. K# 955134	4.30	Section 4.30 – NRA DTE K# 955134
ConocoPhillips Company K# 553077-01	4.31	Section 4.31 – NRA ConocoPhillips K# 553077-01
ConocoPhillips Company K# 553077-02	4.32	Section 4.32 – NRA ConocoPhillips K# 553077-02
ConocoPhillips Company K# 553077-03	4.33	Section 4.33 – NRA ConocoPhillips K# 553077-03

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Effective on: March 1, 2025

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Shipper Name	Section #	Section Name
BP Energy Company K# 553076-01	4.34	Section 4.34 – NRA BP K# 553076-01
BP Energy Company K# 553076-02	4.35	Section 4.35 – NRA BP K# 553076-02
BP Energy Company K# 553076-03	4.36	Section 4.36 – NRA BP K# 553076-03
EOG Resources Inc. K# 553083	4.37	Section 4.37 – NRA EOG K# 553083
L-H Battery Company, Incorporated K# 959468	4.38	Section 4.38 – NRA L-H Battery K#959468
Tenaska Marketing Ventures K# 954057	4.39	Section 4.39 – NRA Tenaska K# 954057
LNG Indy, LLC dba Kinetrex Energy K# 956273	4.40	Section 4.40 – NRA LNG Indy K# 956273
BP Energy Company K# 954204-02	4.41	Section 4.41 – NRA BP K# 954204-02
Occidental Energy Marketing, Inc. K# 954227	4.42	Section 4.42 – NRA Occidental K# 954227
Citigroup Energy, Inc. K# 960428	4.43	Section 4.43 – NRA Citigroup K# 960428
Constellation Energy Generation, LLC K# 960429	4.44	Section 4.44 – NRA Constellation K# 960429
DTE Energy Trading, Inc. K# 955178	4.45	Section 4.45 – NRA DTE K# 955178
EQT Energy, LLC K# 955662	4.46	Section 4.46 – NRA EQT Energy K# 955662
EQT Energy, LLC K# 955662-02	4.47	Section 4.47 – NRA EQT Energy K# 955662-02
Koch Energy Services, LLC K# 960430	4.48	Section 4.48 – NRA Koch K# 960430
Indianapolis Power & Light Company K# 957455	4.49	Section 4.49 – NRA IPLC K# 957455
NRG Business Marketing LLC K# 959357	4.50	Section 4.50 – NRA NRG K# 959357
Constellation Energy Generation, LLC K# 959360	4.51	Section 4.51 – NRA Constellation K# 959360
Koch Energy Services, LLC K# 959362	4.52	Section 4.52 – NRA Koch K# 959362

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Shipper Name	Section #	Section Name
Vitol, Inc. K# 959364	4.53	Section 4.53 – NRA Vitol K# 959364
EDF Trading North America, LLC K# 956714	4.54	Section 4.54 – NRA EDF K# 956714
Sequent Energy Management, LLC K# 956756	4.55	Section 4.55 – NRA Sequent K# 956756
Eco-Energy Natural Gas, LLC K# 956502	4.56	Section 4.56 – NRA Eco K# 956502
Spire Missouri Inc. K# 958854	4.57	Section 4.57 – NRA Spire K# 958854
Vitol Inc. K# 960956	4.58	Section 4.58 – NRA Vitol K# 960956
JPMorgan Chase Bank, N.A. K# 960431	4.59	Section 4.59 – NRA JPMorgan K# 960431
Vitol, Inc. K# 959366	4.60	Section 4.60 – NRA Vitol K# 959366
Hartree Partners, LP. K# 959368	4.61	Section 4.61 – NRA Hartree K# 959368
Hartree Partners, L.P. K# 956480	4.62	Section 4.62 – NRA Hartree K# 956480
Citadel Energy Marketing LLC K# 960301	4.63	Section 4.63 – NRA Citadel K# 960301
Constellation Energy Generation, LLC K# 960302	4.64	Section 4.64 – NRA Constellation K#960302
Stanchion Gas Marketing, LLC K# 960303	4.65	Section 4.65 – NRA Stanchion K# 960303
Vitol, Inc. K# 960443	4.66	Section 4.66 – NRA Vitol K# 960443
BP Energy Company K# 959372	4.67	Section 4.67 – NRA BP K# 959372
Mieco, Inc K# 960657	4.68	Section 4.68 – NRA Mieco K# 960657

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Shipper Name	Section #	Section Name
Southwest Energy, L.P. K# 960957	4.69	Section 4.69 – NRA Southwest K# 960957
Duke Energy Indiana, LLC K# 957540	4.70	Section 4.70 – NRA Duke K# 957540
Castleton Commodities Merchant Trading L.P. K# 959862	4.71	Section 4.71 – NRA Castleton K# 959862
Castleton Commodities Merchant Trading L.P. K# 959863	4.72	Section 4.72 – NRA Castleton K# 959863
Castleton Commodities Merchant Trading L.P. K# 959864	4.73	Section 4.73 – NRA Castleton K# 959864
Union Electric Company, D/B/A Ameren Missouri K# 960682	4.74	Section 4.74 – NRA UEC K# 960682
Castleton Commodities Merchant Trading L.P. K# 960683	4.75	Section 4.75 – NRA Castleton K# 960683
Tenaska Marketing Ventures K# 960688	4.76	Section 4.76 – NRA Tenaska K# 960688
Stanchion Gas Marketing, LLC K# 960758	4.77	Section 4.77 – NRA Stanchion K# 960758
Radiate Energy LLC K# 960762	4.78	Section 4.78 – NRA Radiate K# 960762
Stanchion Gas Marketing, LLC K# 960781	4.79	Section 4.79 – NRA Stanchion K# 960781
Twin Eagle Resource Management, LLC K# 960784	4.80	Section 4.80 – NRA Twin Eagle K# 960784
Uniper Global Commodities North America, LLC K# 960826	4.81	Section 4.81 – NRA Uniper Global K# 960826
Constellation Energy Generation, LLC K# 960827	4.82	Section 4.82 – NRA Constellation K# 960827
Castleton Commodities Merchant Trading L.P. K# 960830	4.83	Section 4.83 – NRA Castleton K# 960830
Vitol, Inc. K# 960831	4.84	Section 4.84 – NRA Vitol K# 960831

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Shipper Name	Section #	Section Name
Eco-Energy Natural Gas, LLC K# 960832	4.85	Section 4.85 – NRA Eco K# 960832
DRW Energy Trading LLC K# 960835	4.86	Section 4.86 – NRA DRW Energy K# 960835
Vitol, Inc. K# 960959	4.87	Section 4.84 – NRA Vitol K# 960959
Spotlight Energy, LLC K# 961178	4.88	Section 4.88 – NRA Spotlight K# 961178
DTE Energy Trading, Inc. K# 961179	4.89	Section 4.89 – NRA DTE K# 961179
Reserved	4.90	Section 4.90 – NRA Reserved
Reserved	4.91	Section 4.91 – NRA Reserved
Reserved	4.92	Section 4.92 – NRA Reserved
DRW Energy Trading LLC K# 961362	4.93	Section 4.93 – NRA DRW K# 961362
Twin Eagle Resource Management, LLC K# 961368	4.94	Section 4.94 – NRA Twin Eagle K# 961368
Castleton Commodities Merchant Trading L.P. K# 961369	4.95	Section 4.95 – NRA Castleton K# 961369
Radiate Energy LLC K# 961422	4.96	Section 4.96 – NRA Radiate K# 961422

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of January 16, 2025, 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 March 1, 2025 and is the original contract.

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

Capacity rights for this Agreement were permanently released from _____.

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

SPOTLIGHT ENERGY, LLC
ATTN: Andrea Beam
952 ECHO LANE, SUITE 200
HOUSTON, TX 77024
(314) 356-8107
abeam@spotlight-energy.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): March 1, 2025
to

(Date, Period-of-Time or Event): June 30, 2027

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>March 1, 2025 - June 30, 2027</u>	<u>15,000</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>03/01/2025 - 06/30/2027</u>	<u>42234</u>	<u>WHITE RI/REX MEEKER RIO BLANCO</u>	<u>15,000</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>03/01/2025 - 06/30/2027</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>15,000</u>	<u>NO</u>

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

10. RATES:

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

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

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

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

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

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

Yes
 No

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

Yes
 No

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

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

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

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

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

Not Applicable
 Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Spotlight Energy, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on January 16, 2025 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and Spotlight Energy, LLC (“Shipper”).

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

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

- 1.1 **Negotiated Rate Term:** From March 1, 2025 through June 30, 2027.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961178, dated January 16, 2025 (the “Transportation Agreement”).

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

- 1.3 **Eligible Firm Transportation Quantity:** 15,000 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 \$7.41150 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

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

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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

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

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

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

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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

SPOTLIGHT ENERGY, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of January 16, 2025, 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 March 1, 2025 and is the original contract.

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

Capacity rights for this Agreement were permanently released from _____.

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

DTE ENERGY TRADING, INC.
ATTN: Austin Currie
ONE ENERGY PLAZA 400 WCB
DETROIT, MI 48226
(231) 620-1990
austin.currie@dteenergy.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): March 1, 2025

to

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

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>March 1, 2025 - October 31, 2028</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>03/01/2025 - 10/31/2028</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>25,000</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>03/01/2025 - 10/31/2028</u>	<u>43537</u>	<u>MIDWSTRN/REX</u> <u>EDGAR</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
 X Applicable (Complete the following):

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

- 13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: DTE Energy Trading, Inc.
Signature: _____
Title: _____

Transporter Approval:

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

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on January 16, 2025 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and DTE Energy Trading, 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 March 1, 2025 through October 31, 2028.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961179, dated January 16, 2025 (the “Transportation Agreement”).

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

- 1.3 **Eligible Firm Transportation Quantity:** 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 \$6.11370 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

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

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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

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

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

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

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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

DTE ENERGY TRADING, INC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

•

Reserved for future use.

Reserved for future use.

Reserved for future use.

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of February 21, 2025, 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 March 1, 2025 and is the original contract.

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

Capacity rights for this Agreement were permanently released from _____.

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

DRW ENERGY TRADING LLC
ATTN: Clarissa Garcia
1500 POST OAK BLVD SUITE 1625
HOUSTON, TX 77056
(346) 619-6216
cgarcia@drwholdings.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): March 1, 2025

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>March 1, 2025 - 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>03/01/2025 - 03/31/2025</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>30,000</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>03/01/2025 - 03/31/2025</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>30,000</u>	<u>NO</u>

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

10. RATES:

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

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

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

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

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

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

Yes
 No

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

Yes
 No

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

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

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

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

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

Not Applicable
 Applicable (Complete the following):

Notice of Rollover Exercise:

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

- 13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: DRW Energy Trading LLC
Signature: _____
Title: _____

Transporter Approval:

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

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on February 21, 2025 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and DRW Energy Trading 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 March 1, 2025 through March 31, 2025.
- 1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 961362, dated February 21, 2025 (the “Transportation Agreement”).

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

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

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$4.65000 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”).

For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765 in lieu of a fixed negotiated reservation rate attributed to the Cheyenne Hub Facilities.

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

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

1.6 Eligible Secondary Receipt Point(s):

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any Receipt Point on Segments 130, 140, 150, 160*, 170*, in Zone 2*, and Zone 3; provided it results in transport that is in the East to West direction. 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 REX.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

1.7 Eligible Primary Delivery Point(s):

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

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 it results in transport that is in the East to West direction. 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 REX.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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

DRW ENERGY TRADING 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 February 24, 2025, 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 March 1, 2025 and is the original contract.

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

Capacity rights for this Agreement were permanently released from _____.

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

TWIN EAGLE RESOURCE MANAGEMENT, LLC
ATTN: Brittney Purdy
1700 CITY PLAZA DRIVE SUITE 500
SPRING, TX 77389
(970) 759-4116
brittney.purdy@twineagle.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): March 1, 2025

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>March 1, 2025 - March 31, 2025</u>	<u>10,000</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>03/01/2025 - 03/31/2025</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>10,000</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>03/01/2025 - 03/31/2025</u>	<u>42230</u>	<u>WIC/REX BITTER CREEK SWEETWATER</u>	<u>10,000</u>	<u>NO</u>

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

10. RATES:

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

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

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

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

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

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

Yes
 No

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

Yes
 No

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

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

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

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

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

Not Applicable
 Applicable (Complete the following):

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Twin Eagle Resource Management, LLC
Signature: _____
Title: _____

Transporter Approval:

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

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on February 24, 2025 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and Twin Eagle Resource Management, 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 March 1, 2025 through March 31, 2025.
- 1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 961368, dated February 24, 2025 (the "Transportation Agreement").

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

- 1.3 **Eligible Firm Transportation Quantity:** 10,000 dekatherms per day (“Dth/d”).
- 1.4 **Negotiated Rate(s):**

The Negotiated Rate(s) consist of a Fixed Negotiated Reservation Rate and an Index Sharing Component, as each are described below.

Fixed Negotiated Reservation Rate: 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 \$2.43333 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

Index Sharing Component: In addition to the Fixed Negotiated Reservation Rate, Shipper will also pay REX the Monthly Sharing Amount (defined herein), which will be calculated in the following manner:

The “Net Daily Spread” is defined as the difference remaining after the following calculation for each day within the month:

- a. The daily index price for one of the following: (1) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub

Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or (3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.

- b. **Minus** the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and
- c. **Minus** the sum of the following: (i) the applicable REX Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsections (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), or (b)(7) immediately above; (ii) the applicable Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) stated above in this Section 1.4 for Shipper's delivered quantity up to the MDQ; (iv) the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price if the receipt location is located on Segment 390 or 400; (v) the applicable commodity rate; and (vi) the ACA rate.

On each day during the Negotiated Rate Term, REX will calculate the Net Daily Spread (as described above). The Net Daily Spread will then be multiplied by Shipper's delivered quantity under the Transportation Agreement on each day to determine the "Daily Amount." For each day within the month that results in a positive Daily Amount (*i.e.*, above zero (0)), REX will multiply the Daily Amount by eighty hundredths (0.80) (the product of such calculation is the "Daily Sharing Amount"). The sum of the Daily Sharing

Amount(s) for each month shall be the “Monthly Sharing Amount.” For each month of the Negotiated Rate Term, the Shipper shall pay the Monthly Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.

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 all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter’s FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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 all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter’s FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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

TWIN EAGLE RESOURCE
MANAGEMENT, 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 February 24, 2025, 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 March 1, 2025 and is the original contract.

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

Capacity rights for this Agreement were permanently released from _____.

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

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

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): March 1, 2025
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>March 1, 2025 - 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>03/01/2025 - 03/31/2025</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>20,000</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>03/01/2025 - 03/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>20,000</u>	<u>NO</u>

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

10. RATES:

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

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

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

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

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

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

Yes
 No

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

Yes
 No

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

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

(Check one):

Not Applicable
 Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

Not Applicable
 Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Castleton Commodities Merchant Trading L.P.
By: Castleton Commodities Trading GP LLC
It's General Partner

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on February 24, 2025 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and Castleton Commodities Merchant Trading L.P. (“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 March 1, 2025 through March 31, 2025.
- 1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 961369, dated February 24, 2025 (the "Transportation Agreement").

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

- 1.3 **Eligible Firm Transportation Quantity:** 20,000 dekatherms per day (“Dth/d”).
- 1.4 **Negotiated Rate(s):**

The Negotiated Rate(s) consist of a Fixed Negotiated Reservation Rate and an Index Sharing Component, as each are described below.

Fixed Negotiated Reservation Rate: 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 \$2.43333 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

Index Sharing Component: In addition to the Fixed Negotiated Reservation Rate, Shipper will also pay REX the Monthly Sharing Amount (defined herein), which will be calculated in the following manner:

The “Net Daily Spread” is defined as the difference remaining after the following calculation for each day within the month:

- a. The daily index price for one of the following: (1) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or

- (3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.
- b. Minus the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and
- c. Minus the sum of the following: (i) the applicable REX Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsections (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), or (b)(7) immediately above; (ii) the applicable Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) stated above in this Section 1.4 for Shipper's delivered quantity up to the MDQ; (iv) the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price if the receipt location is located on Segment 390 or 400; (v) the applicable commodity rate; and (vi) the ACA rate.

On each day during the Negotiated Rate Term, REX will calculate the Net Daily Spread (as described above). The Net Daily Spread will then be multiplied by Shipper's delivered quantity under the Transportation Agreement on each day to determine the "Daily Amount." For each day within the month that results in a positive Daily Amount (i.e., above zero (0)), REX will multiply the Daily Amount by eighty hundredths (0.80) (the product of such calculation is the "Daily Sharing Amount"). The sum of the Daily Sharing Amount(s) for each month shall be the "Monthly Sharing Amount." For each month of the Negotiated Rate Term, the Shipper shall pay the Monthly Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.

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 all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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 all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.95 - NRA Castleton K# 961369

Section Version: 0.0.0

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

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

ROCKIES EXPRESS PIPELINE LLC

CASTLETON COMMODITIES MERCHANT
TRADING L.P.

BY: CASTLETON COMMODITIES
TRADING GP LLC
IT'S GENERAL PARTNER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of February 27, 2025, 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 March 1, 2025 and is the original contract.

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

Capacity rights for this Agreement were permanently released from _____.

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

RADIATE ENERGY LLC
ATTN: Kevin Humpich
3401 NW 98TH STREET SUITE B
GAINESVILLE, FL 32606
(732) 691-3312
kevin@radiateenergy.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): March 1, 2025

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>March 1, 2025 - 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>03/01/2025 - 03/31/2025</u>	<u>60060</u>	<u>OHIO RIVER SYSTEM/REX BEARWALLOW MON</u>	<u>20,000</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>03/01/2025 - 03/31/2025</u>	<u>42228</u>	<u>CIG/REX FREWEN LAKE SWEETWATER</u>	<u>20,000</u>	<u>NO</u>

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

10. RATES:

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

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

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

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

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

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

Yes
 No

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

Yes
 No

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

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

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

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

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

Not Applicable
 Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Radiate Energy LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on February 27, 2025 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and Radiate Energy LLC (“Shipper”).

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

ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 **Negotiated Rate Term:** From March 1, 2025 through March 31, 2025.
- 1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 961422, dated February 27, 2025 (the "Transportation Agreement").

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

- 1.3 **Eligible Firm Transportation Quantity:** 20,000 dekatherms per day (“Dth/d”).
- 1.4 **Negotiated Rate(s):**

The Negotiated Rate(s) consist of a Fixed Negotiated Reservation Rate and an Index Sharing Component, as each are described below.

Fixed Negotiated Reservation Rate: 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 \$2.43333 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

Index Sharing Component: In addition to the Fixed Negotiated Reservation Rate, Shipper will also pay REX the Monthly Sharing Amount (defined herein), which will be calculated in the following manner:

The “Net Daily Spread” is defined as the difference remaining after the following calculation for each day within the month:

- a. The daily index price for one of the following: (1) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or

- (3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.
- b. **Minus** the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and
- c. **Minus** the sum of the following: (i) the applicable REX Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsections (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), or (b)(7) immediately above; (ii) the applicable Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) stated above in this Section 1.4 for Shipper's delivered quantity up to the MDQ; (iv) the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price if the receipt location is located on Segment 390 or 400; (v) the applicable commodity rate; and (vi) the ACA rate.

On each day during the Negotiated Rate Term, REX will calculate the Net Daily Spread (as described above). The Net Daily Spread will then be multiplied by Shipper's delivered quantity under the Transportation Agreement on each day to determine the "Daily Amount." For each day within the month that results in a positive Daily Amount (i.e., above zero (0)), REX will multiply the Daily Amount by eighty hundredths (0.80) (the product of such calculation is the "Daily Sharing Amount"). The sum of the Daily Sharing Amount(s) for each month shall be the "Monthly Sharing Amount." For each month of the Negotiated Rate Term, the Shipper shall pay the Monthly Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.

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 all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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 all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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

RADIATE ENERGY LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Marked Tariff Records

STATEMENT OF NEGOTIATED RATES

Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Ascent Resources – Utica, LLC <u>2/</u>	949011 (FT)	December 13, 2016 January 5, 2032	150,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949013 (FT)	December 13, 2016 January 5, 2032	130,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949014 (FT)	December 13, 2016 January 5, 2032	70,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Vectren Energy Delivery of Indiana, Inc. <u>2/</u>	949017 (FT)	May 1, 2017 April 30, 2032	60,000	<u>18/</u>	<u>18/</u>	<u>18/</u>	<u>18/</u>
Jay-Bee Oil & Gas, Inc. <u>2/</u>	949018 (FT)	December 13, 2016 January 5, 2032	150,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Spire Marketing Inc. <u>2/</u>	949208 (FT)	December 13, 2016 January 5, 2032	20,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Citizens Gas <u>2/</u>	949295 (FT)	December 13, 2016 January 5, 2032	20,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949347 (FT)	December 13, 2016 January 5, 2032	25,000	<u>5/</u>	<u>5/</u>	<u>5/</u>	<u>5/</u>
EQT Energy, LLC <u>2/</u>	949348 (FT)	December 13, 2016 January 5, 2032	25,000	<u>5/</u>	<u>5/</u>	<u>5/</u>	<u>5/</u>
Tenaska Marketing Ventures	954057 (FT)	April 1, 2024 March 31, 2025	20,000	<u>22/</u>	<u>22/</u>	<u>22/</u>	<u>22/</u>
Mieco, Inc. <u>2/</u>	961214 (FT)	February 1, 2025 February 28, 2025	20,000	32/	32/	32/	32/
Southwest Energy, L.P. <u>2/</u>	961215 (FT)	February 1, 2025 February 28, 2025	25,000	32/	32/	32/	32/

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.
Twin Eagle Resource Management, LLC 2/	961232 (FT)	February 1, 2025 February 28, 2025	10,500	32/	32/	32/	32/
BP Energy Company	954204-02 (FT)	November 1, 2020 March 31, 2028	11-1-20 to 2-28-22 – 35,200 3-1-22 to 6-30-22 – 15,920 7-1-22 to 3-31-28 – 49,500	13/	13/	13/	13/
Occidental Energy Marketing, Inc.	954227 (FT)	April 1, 2022 March 31, 2025	120,000	17/	17/	17/	17/
SWN Energy Services Company, LLC 2/	954719 (FT)	December 1, 2020 January 5, 2032	12,000	7/	7/	7/	7/
SWN Energy Services Company, LLC 2/	954720 (FT)	December 1, 2020 January 5, 2032	38,000	7/	7/	7/	7/
DTE Energy Trading, Inc.	955134 (FT)	April 1, 2023 October 31, 2027	50,000	23/	23/	23/	23/
Morgan Stanley Capital Group Inc.	953935 (FT)	May 1, 2021 March 31, 2027	10,000	10/	10/	10/	10/
DTE Energy Trading, Inc.	955178 (FT)	November 1, 2024 October 31, 2027	10,000	12/	12/	12/	12/
Spotlight Energy, LLC 2/	960955 (FT)	December 1, 2024 October 31, 2025	15,000	9/	9/	9/	9/
Vitol Inc. 2/	960956 (FT)	December 1, 2024 October 31, 2025	14,500	9/	9/	9/	9/
Southwest Energy, L.P. 2/	960957 (FT)	December 1, 2024 October 31, 2025	25,000	9/	9/	9/	9/
Vitol Inc. 2/	960959 (FT)	December 1, 2024 October 31, 2025	14,500	9/	9/	9/	9/

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.
EQT Energy, LLC 2/	955662 (FT)	September 1, 2021 March 31, 2034	9-1-21 to 9-30-21 – 20,000 10-1-21 to 10-31-21 – 5,000 11-1-21 to 11-30-21 – 0 12-1-21 to 3-31-22 – 95,000 4-1-22 to 3-31-34 – 20,000	<u>14/</u>	<u>14/</u>	<u>14/</u>	<u>14/</u>
EQT Energy, LLC	955662-02 (FT)	September 1, 2021 March 31, 2034	9-1-21 to 9-30-21 – 0 10-1-21 to 10-31-21 – 200,000 11-1-21 to 11-30-21 – 205,000 12-1-21 to 3-31-22 – 110,000 4-1-22 to 3-31-34 – 185,000	<u>14/</u>	<u>14/</u>	<u>14/</u>	<u>14/</u>
Duke Energy Ohio, Inc. 2/	954559 (FT)	December 1, 2021 November 30, 2031	57,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
BP Energy Company	955338 (FT)	December 1, 2021 December 31, 2026	20,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
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>

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.
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>
<u>Spotlight Energy, LLC</u>	<u>961178 (FT)</u>	<u>March 1, 2025 June 30, 2027</u>	<u>15,000</u>	<u>19/</u>	<u>19/</u>	<u>19/</u>	<u>19/</u>
<u>DTE Energy Trading, Inc.</u>	<u>961179 (FT)</u>	<u>March 1, 2025 October 31, 2028</u>	<u>25,000</u>	<u>19/</u>	<u>19/</u>	<u>19/</u>	<u>19/</u>
<u>DRW Energy Trading LLC 2/</u>	<u>961362 (FT)</u>	<u>March 1, 2025 March 31, 2025</u>	<u>30,000</u>	<u>19/</u>	<u>19/</u>	<u>19/</u>	<u>19/</u>
Spire Missouri Inc.	958854 (FT)	November 1, 2023 March 31, 2026	11-1-23 to 3-31-24 – 20,000 4-1-24 to 10-31-24 – 0 11-1-24 to 3-31-25 – 20,000 4-1-25 to 10-31-25 – 0 11-1-25 to 3-31-26 – 20,000	<u>16/</u>	<u>16/</u>	<u>16/</u>	<u>16/</u>

Rockies Express Pipeline LLC

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

Rockies Express Pipeline LLCFERC Gas Tariff
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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Indianapolis Power & Light Company	957455 (FT)	January 4, 2025 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>
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	February 14, 2025 March 31, 2025	40,000	<u>30/</u>	<u>30/</u>	<u>30/</u>	<u>30/</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.
Twin Eagle Resource Management, LLC 2/	961368 (FT)	March 1, 2025 March 31, 2025	10,000	19/	19/	19/	19/
Castleton Commodities Merchant Trading L.P.	959864	February 14, 2025 March 31, 2025	20,000	<u>26/</u>	<u>26/</u>	<u>26/</u>	<u>26/</u>
Citadel Energy Marketing LLC	960301 (FT)	June 21, 2024 October 31, 2026	15,000	<u>8/</u>	<u>8/</u>	<u>8/</u>	<u>8/</u>
Constellation Energy Generation, LLC	960302 (FT)	June 21, 2024 October 31, 2026	26,000	<u>8/</u>	<u>8/</u>	<u>8/</u>	<u>8/</u>
Stanchion Gas Marketing, LLC	960303 (FT)	June 21, 2024 October 31, 2026	40,000	<u>8/</u>	<u>8/</u>	<u>8/</u>	<u>8/</u>
L-H Battery Company, Incorporated	959468 (FT)	July 8, 2024 July 7, 2034	12,000	<u>21/</u>	<u>21/</u>	<u>21/</u>	<u>21/</u>
Vitol, Inc.	960426 (FT)	November 1, 2024 June 30, 2027	10,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
BP Energy Company	960427 (FT)	November 1, 2024 June 30, 2027	23,500	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Citigroup Energy, Inc.	960428 (FT)	November 1, 2024 June 30, 2027	15,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Constellation Energy Generation, LLC	960429 (FT)	November 1, 2024 June 30, 2027	5,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Koch Energy Services, LLC	960430 (FT)	November 1, 2024 June 30, 2027	31,500	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
JPMorgan Chase Bank, N.A.	960431 (FT)	November 1, 2024 June 30, 2027	20,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Vitol, Inc.	960443 (FT)	November 1, 2024 June 30, 2027	5,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Mieco, Inc.	960657 (FT)	December 1, 2024 March 31, 2025	40,000	<u>29/</u>	<u>29/</u>	<u>29/</u>	<u>29/</u>

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Castleton Commodities Merchant Trading L.P. 2/	961369 (FT)	March 1, 2025 March 31, 2025	20,000	19/	19/	19/	19/
Radiate Energy LLC 2/	961422 (FT)	March 1, 2025 March 31, 2025	20,000	19/	19/	19/	19/
Union Electric Company, D/B/A Ameren Missouri	960682 (FT)	November 1, 2024 March 31, 2027	11-1-24 to 3-31-25 – 25,000 4-1-25 to 10-31-25 – 0 11-1-25 to 3-31-26 – 25,000 4-1-26 to 10-31-26 – 0 11-1-26 to 3-31-27 – 25,000	28/	28/	28/	28/
Castleton Commodities Merchant Trading L.P.	960683 (FT)	November 1, 2024 March 31, 2025	20,000	28/	28/	28/	28/
Tenaska Marketing Ventures	960688 (FT)	November 1, 2024 March 31, 2025	20,000	28/	28/	28/	28/
Stanchion Gas Marketing, LLC	960758 (FT)	November 1, 2024 March 31, 2025	20,000	28/	28/	28/	28/
Radiate Energy LLC	960762 (FT)	November 1, 2024 March 31, 2025	20,000	28/	28/	28/	28/
Stanchion Gas Marketing, LLC	960781 (FT)	November 1, 2024 October 31, 2029	100,000	28/	28/	28/	28/
Twin Eagle Resource Management, LLC	960784 (FT)	November 1, 2024 March 31, 2025	10,000	28/	28/	28/	28/
Uniper Global Commodities North America LLC 2/	960826 (FT)	November 1, 2024 October 31, 2025	10,000	28/	28/	28/	28/

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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.
Constellation Energy Generation, LLC 2/	960827 (FT)	November 1, 2024 October 31, 2025	20,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Castleton Commodities Merchant Trading L.P. 2/	960830 (FT)	November 1, 2024 October 31, 2025	10,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Vitol, Inc. 2/	960831 (FT)	November 1, 2024 October 31, 2025	1,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Eco-Energy Natural Gas, LLC 2/	960832 (FT)	November 1, 2024 October 31, 2025	15,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
DRW Energy Trading LLC 2/	960835 (FT)	November 1, 2024 October 31, 2025	30,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>

- 1/ This information is set out in the negotiated rate agreement filed with the Commission on December 12, 2016 at Docket No. RP17-257.
- 2/ By Commission order issued February 25, 2016 in Docket No. CP15-137-000 (*Rockies Express Pipeline LLC*, 154 FERC ¶ 61,139 (2016)), Rockies Express was granted a certificate of public convenience and necessity to construct and operate certain facilities referred to as the Zone 3 Capacity Enhancement Project (referred to in the order as the East-to-West Expansion Project).
- 3/ This information is set out in the negotiated rate agreement filed with the Commission on July 29, 2022 at Docket No. RP22-1087.
- 4/ This information is set out in the negotiated rate agreement filed with the Commission on December 1, 2021 at Docket No. RP22-379.
- 5/ This information is set out in the agreement filed with the Commission on June 1, 2018 at Docket No. RP18-883.
- 6/ This information is set out in the negotiated rate agreement filed with the Commission on November 30, 2023 at Docket No. RP24-198.
- 7/ This information is set out in the negotiated rate agreement filed with the Commission on November 30, 2020 at Docket No. RP21-267.
- 8/ This information is set out in the negotiated rate agreement filed with the Commission on June 20, 2024 at Docket No. RP24-835.
- 9/ This information is set out in the negotiated rate agreement filed with the Commission on November 27,

2024 at Docket No. RP25-246.

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, and on October 31, 2024 at Docket No. RP25-139.

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/ [This information is set out in the negotiated rate agreement filed with the Commission on February 28, 2025 at Docket No. RP25-____ 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 and further amended on January 6, 2025 at Docket No. RP25-345.

21/ This information is set out in the negotiated rate agreement filed with the Commission on July 5, 2024 at Docket No. RP24-897.

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,

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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, January 16, 2025 at Docket RP25-357, and on February 14, 2025 at Docket No. RP25-~~566~~.
- 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. RP24-807.
- 28/ This information is set out in the negotiated rate agreement filed with the Commission on October 31, 2024 at Docket No. RP25-139.
- 29/ This information is set out in the negotiated rate agreement filed with the Commission on October 31, 2024 at Docket No. RP25-139 and further amended on November 27, 2024 at Docket No. RP25-246.
- 30/ 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 January 2, 2025 at Docket No. RP25-334, January 16, 2025 at Docket RP25-357, and on February 14, 2025 at Docket No. RP25-~~566~~.
- 31/ Reserved for future use.
- 32/ ~~Reserved for future use. This information is set out in the negotiated rate agreement filed with the Commission on January 31, 2025 at Docket No. RP25-451.~~

2.0 Table of Contents

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

Shipper Name	Section #	Section Name
Reserved for Future Use (whole document format)	3.1	Section 3.1 NC NRA
(whole document format) Reserved	3.1.1	Section 3.1.1 NC NRA Reserved
Reserved (whole document format)	3.2	Section 3.2 – NC NRA Reserved
Reserved (whole document format)	3.3.1	Section 3.3.1 - Whole Doc Reserved
Reserved	3.3	Section 3.3 - NC NRA Reserved
Reserved (whole document format)	3.4.1	Section 3.4.1 NC Reserved
Reserved	3.4	Section 3.4 NC NRA Reserved
Reserved	3.5	Section 3.5 – NC NRA Reserved
Reserved	3.6	Section 3.6 NC NRA Reserved
Reserved	3.7	Section 3.7 NC NRA Reserved
Reserved	3.8	Section 3.8 – NC NRA Reserved
(whole document format) Reserved	3.8.1	Section 3.8.1 NC NRA Reserved
Reserved	3.9	Section 3.9 – NC NRA Reserved
Reserved (whole document format)	3.9.1	Section 3.9.1 Whole Doc Reserved
Reserved	3.10	Section 3.10 NC NRA Reserved
Reserved (whole document format)	3.10.1	Section 3.10.1 NC NRA Reserved

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

4.0 List of Conforming Negotiated Rate Contracts Found in this Tariff

Shipper Name	Section #	Section Name
Duke Energy Ohio, Inc. K# 954559	4.1	Section 4.1 - NRA Duke K# 954559
BP Energy Company K# 955338	4.2	Section 4.2 - NRA BP K# 955338
Antero Resources Corporation K#947930	4.3	Section 4.3 - NRA Antero K# 947930
EQT Energy, LLC K# 947976	4.4	Section 4.4 - NRA EQT K# 947976
Ascent Resources-Utica, LLC K# 947977	4.5	Section 4.5 - NRA Ascent K# 947977
EQT Energy, LLC K# 947978	4.6	Section 4.6 - NRA EQT K# 947978
Gulfport Energy Corporation K# 948001	4.7	Section 4.7 - NRA Gulfport K# 948001
Vectren Energy Delivery of Indiana, Inc.	4.8	Section 4.8 - NRA Vectren K# 949017
Morgan Stanley Capital Group Inc., K# 955345	4.9	Section 4.9 - NRA Morgan Stanley K# 955345
Spotlight Energy, LLC K# 960955	4.10	Section 4.10 - NRA Spotlight K# 960955
Morgan Stanley Capital Group Inc., K# 953935	4.11	Section 4.11 - NRA Morgan Stanley K# 953935
BP Energy Company K# 954204	4.12	Section 4.12 - NRA BP K# 954204
Koch Energy Services, LLC K# 955418	4.13	Section 4.13 - NRA Koch K# 955418

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Shipper Name	Section #	Section Name
Ascent Resources-Utica, LLC	4.14	Section 4.14 – NRA Ascent K# 949011
Mercuria Energy America, LLC K# 955419	4.15	Section 4.15 – NRA Mercuria K# 955419
EQT Energy, LLC	4.16	Section 4.16 – NRA EQT Energy K# 949013
EQT Energy, LLC	4.17	Section 4.17 – NRA EQT Energy K# 949014
Gulfport Energy Corporation	4.18	Section 4.18 – NRA Gulfport Energy K# 949015
Gulfport Energy Corporation	4.19	Section 4.19 – NRA Gulfport Energy K# 949016
BP Energy Company K# 955420	4.20	Section 4.20 -NRA BP K# 955420
Jay-Bee Oil & Gas, Inc.	4.21	Section 4.21 – NRA Jay-Bee K# 949018
Vitol, Inc. K# 960426	4.22	Section 4.22 – NRA Vitol K# 960426
BP Energy Company K# 960427	4.23	Section 4.23 – NRA BP K# 960427
Spire Marketing Inc.	4.24	Section 4.24 – NRA Spire K# 949208
Citizens Gas	4.25	Section 4.25 – NRA Citizens K#949295
EQT Energy, LLC	4.26	Section 4.26 – NRA EQT K#949347
EQT Energy, LLC	4.27	Section 4.27 – NRA EQT K# 949348
SWN Energy Services Company, LLC K#954719	4.28	Section 4.28 – NRA SWN K# 954719
SWN Energy Services Company, LLC K#954720	4.29	Section 4.29 – NRA SWN K# 954720
DTE Energy Trading, Inc. K# 955134	4.30	Section 4.30 – NRA DTE K# 955134
ConocoPhillips Company K# 553077-01	4.31	Section 4.31 – NRA ConocoPhillips K# 553077-01
ConocoPhillips Company K# 553077-02	4.32	Section 4.32 – NRA ConocoPhillips K# 553077-02
ConocoPhillips Company K# 553077-03	4.33	Section 4.33 – NRA ConocoPhillips K# 553077-03

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Shipper Name	Section #	Section Name
BP Energy Company K# 553076-01	4.34	Section 4.34 – NRA BP K# 553076-01
BP Energy Company K# 553076-02	4.35	Section 4.35 – NRA BP K# 553076-02
BP Energy Company K# 553076-03	4.36	Section 4.36 – NRA BP K# 553076-03
EOG Resources Inc. K# 553083	4.37	Section 4.37 – NRA EOG K# 553083
L-H Battery Company, Incorporated K# 959468	4.38	Section 4.38 – NRA L-H Battery K#959468
Tenaska Marketing Ventures K# 954057	4.39	Section 4.39 – NRA Tenaska K# 954057
LNG Indy, LLC dba Kinetrex Energy K# 956273	4.40	Section 4.40 – NRA LNG Indy K# 956273
BP Energy Company K# 954204-02	4.41	Section 4.41 – NRA BP K# 954204-02
Occidental Energy Marketing, Inc. K# 954227	4.42	Section 4.42 – NRA Occidental K# 954227
Citigroup Energy, Inc. K# 960428	4.43	Section 4.43 – NRA Citigroup K# 960428
Constellation Energy Generation, LLC K# 960429	4.44	Section 4.44 – NRA Constellation K# 960429
DTE Energy Trading, Inc. K# 955178	4.45	Section 4.45 – NRA DTE K# 955178
EQT Energy, LLC K# 955662	4.46	Section 4.46 – NRA EQT Energy K# 955662
EQT Energy, LLC K# 955662-02	4.47	Section 4.47 – NRA EQT Energy K# 955662-02
Koch Energy Services, LLC K# 960430	4.48	Section 4.48 – NRA Koch K# 960430
Indianapolis Power & Light Company K# 957455	4.49	Section 4.49 – NRA IPLC K# 957455
NRG Business Marketing LLC K# 959357	4.50	Section 4.50 – NRA NRG K# 959357
Constellation Energy Generation, LLC K# 959360	4.51	Section 4.51 – NRA Constellation K# 959360
Koch Energy Services, LLC K# 959362	4.52	Section 4.52 – NRA Koch K# 959362

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Shipper Name	Section #	Section Name
Vitol, Inc. K# 959364	4.53	Section 4.53 – NRA Vitol K# 959364
EDF Trading North America, LLC K# 956714	4.54	Section 4.54 – NRA EDF K# 956714
Sequent Energy Management, LLC K# 956756	4.55	Section 4.55 – NRA Sequent K# 956756
Eco-Energy Natural Gas, LLC K# 956502	4.56	Section 4.56 – NRA Eco K# 956502
Spire Missouri Inc. K# 958854	4.57	Section 4.57 – NRA Spire K# 958854
Vitol Inc. K# 960956	4.58	Section 4.58 – NRA Vitol K# 960956
JPMorgan Chase Bank, N.A. K# 960431	4.59	Section 4.59 – NRA JPMorgan K# 960431
Vitol, Inc. K# 959366	4.60	Section 4.60 – NRA Vitol K# 959366
Hartree Partners, LP. K# 959368	4.61	Section 4.61 – NRA Hartree K# 959368
Hartree Partners, L.P. K# 956480	4.62	Section 4.62 – NRA Hartree K# 956480
Citadel Energy Marketing LLC K# 960301	4.63	Section 4.63 – NRA Citadel K# 960301
Constellation Energy Generation, LLC K# 960302	4.64	Section 4.64 – NRA Constellation K#960302
Stanchion Gas Marketing, LLC K# 960303	4.65	Section 4.65 – NRA Stanchion K# 960303
Vitol, Inc. K# 960443	4.66	Section 4.66 – NRA Vitol K# 960443
BP Energy Company K# 959372	4.67	Section 4.67 – NRA BP K# 959372
Mieco, Inc K# 960657	4.68	Section 4.68 – NRA Mieco K# 960657

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Shipper Name	Section #	Section Name
Southwest Energy, L.P. K# 960957	4.69	Section 4.69 – NRA Southwest K# 960957
Duke Energy Indiana, LLC K# 957540	4.70	Section 4.70 – NRA Duke K# 957540
Castleton Commodities Merchant Trading L.P. K# 959862	4.71	Section 4.71 – NRA Castleton K# 959862
Castleton Commodities Merchant Trading L.P. K# 959863	4.72	Section 4.72 – NRA Castleton K# 959863
Castleton Commodities Merchant Trading L.P. K# 959864	4.73	Section 4.73 – NRA Castleton K# 959864
Union Electric Company, D/B/A Ameren Missouri K# 960682	4.74	Section 4.74 – NRA UEC K# 960682
Castleton Commodities Merchant Trading L.P. K# 960683	4.75	Section 4.75 – NRA Castleton K# 960683
Tenaska Marketing Ventures K# 960688	4.76	Section 4.76 – NRA Tenaska K# 960688
Stanchion Gas Marketing, LLC K# 960758	4.77	Section 4.77 – NRA Stanchion K# 960758
Radiate Energy LLC K# 960762	4.78	Section 4.78 – NRA Radiate K# 960762
Stanchion Gas Marketing, LLC K# 960781	4.79	Section 4.79 – NRA Stanchion K# 960781
Twin Eagle Resource Management, LLC K# 960784	4.80	Section 4.80 – NRA Twin Eagle K# 960784
Uniper Global Commodities North America, LLC K# 960826	4.81	Section 4.81 – NRA Uniper Global K# 960826
Constellation Energy Generation, LLC K# 960827	4.82	Section 4.82 – NRA Constellation K# 960827
Castleton Commodities Merchant Trading L.P. K# 960830	4.83	Section 4.83 – NRA Castleton K# 960830
Vitol, Inc. K# 960831	4.84	Section 4.84 – NRA Vitol K# 960831

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Shipper Name	Section #	Section Name
Eco-Energy Natural Gas, LLC K# 960832	4.85	Section 4.85 – NRA Eco K# 960832
DRW Energy Trading LLC K# 960835	4.86	Section 4.86 – NRA DRW Energy K# 960835
Vitol, Inc. K# 960959	4.87	Section 4.84 – NRA Vitol K# 960959
<u>Spotlight Energy, LLC K# 961178Reserved</u>	4.88	Section 4.88 – NRA <u>Spotlight K# 961178Reserved</u>
<u>DTE Energy Trading, Inc. K# 961179Reserved</u>	4.89	Section 4.89 – NRA <u>DTE K# 961179Reserved</u>
<u>ReservedMioco, Inc. K#961214</u>	4.90	Section 4.90 – NRA <u>Mioco K# 961214Reserved</u>
<u>ReservedSouthwest Energy, L.P. K#961215</u>	4.91	Section 4.91 – NRA <u>Southwest K# 961215Reserved</u>
<u>ReservedTwin Eagle Resource Management, LLC K#961232</u>	4.92	Section 4.92 – NRA <u>Twin Eagle K# 961232Reserved</u>
<u>DRW Energy Trading LLC K# 961362</u>	<u>4.93</u>	<u>Section 4.93 – NRA</u> <u>DRW K# 961362</u>
<u>Twin Eagle Resource Management, LLC K# 961368</u>	<u>4.94</u>	<u>Section 4.94 – NRA</u> <u>Twin Eagle K# 961368</u>
<u>Castleton Commodities Merchant Trading L.P. K# 961369</u>	<u>4.95</u>	<u>Section 4.95 – NRA</u> <u>Castleton K# 961369</u>
<u>Radiate Energy LLC K# 961422</u>	<u>4.96</u>	<u>Section 4.96 – NRA</u> <u>Radiate K# 961422</u>

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5. TRANSPORTATION ON BEHALF OF:

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

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>March 1, 2025 - June 30, 2027</u>	<u>15,000</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>03/01/2025 - 06/30/2027</u>	<u>42234</u>	<u>WHITE RI/REX MEEKER RIO BLANCO</u>	<u>15,000</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>03/01/2025 - 06/30/2027</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>15,000</u>	<u>NO</u>

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

10. RATES:

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

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

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

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

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

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

Yes
 No

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

Yes
 No

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

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

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

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

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

X Not Applicable
Applicable (Complete the following):

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Spotlight Energy, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on January 16, 2025 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Spotlight Energy, LLC (“Shipper”).

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

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From March 1, 2025 through June 30, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961178, dated January 16, 2025 (the “Transportation Agreement”).

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

1.3 **Eligible Firm Transportation Quantity:** 15,000 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 \$7.41150 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

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

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

1.7 Eligible Primary Delivery Point(s):

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

1.8 Eligible Secondary Delivery Point(s):

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

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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

SPOTLIGHT ENERGY, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

~~Reserved for future use.~~

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>March 1, 2025 - October 31, 2028</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>03/01/2025 - 10/31/2028</u>	<u>42234</u>	<u>WHITE RI/REX MEEKER RIO BLANCO</u>	<u>25,000</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>03/01/2025 - 10/31/2028</u>	<u>43537</u>	<u>MIDWSTRN/REX EDGAR</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)

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

 Notice of ROFR Exercise:

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

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

 Not Applicable
 X Applicable (Complete the following):

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: DTE Energy Trading, Inc.
Signature: _____
Title: _____

Transporter Approval:

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

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on January 16, 2025 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and DTE Energy Trading, 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 March 1, 2025 through October 31, 2028.

1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961179, dated January 16, 2025 (the “Transportation Agreement”).

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

1.3 **Eligible Firm Transportation Quantity:** 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 \$6.11370 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

1.6 Eligible Secondary Receipt Point(s):

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

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

1.7 Eligible Primary Delivery Point(s):

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

1.8 Eligible Secondary Delivery Point(s):

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

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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

Reserved for future use.

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

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC (“Transporter”) and Shipper agree, as of January 23, 2025, that Transporter will provide transportation service, under Part 284 of FERC’s regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement (“Agreement”). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter’s FERC Gas Tariff, as may be revised from time to time (“Tariff”), and the terms, conditions and signatures of Shipper’s electronic Agreement with Transporter.~~

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

~~effective February 1, 2025 and is the original contract.~~

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

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

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

~~MIECO, INC.
ATTN: Cory Rowan
12110 N. PECOS STREET, STE 270
WESTMINSTER, CO 80234
(303) 450-0006
crowan@mieco.com~~

3. ~~TERM OF SERVICE:~~

~~_____ (Date, Period of Time or Event): February 1, 2025
_____ to
_____ (Date, Period of Time or Event): February 28, 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
- ~~X~~ Other: SHIPPER

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

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

February 1, 2025 - February 28, 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)
02/01/2025 - 02/28/2025	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>10,000</u>	<u>NO</u>
	<u>60059</u>	<u>EUREKA MIDSTREAM/REX CAMERON MONROE</u>	<u>10,000</u>	<u>NO</u>

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

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
02/01/2025 - 02/28/2025	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>20,000</u>	<u>NO</u>

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

10. ~~RATES:~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~N/A~~

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

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

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

Shipper Approval:

Shipper: Mieco, Inc.
Signature: _____
Title: _____

Transporter Approval:

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

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on January 23, 2025 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Mico, 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 February 1, 2025 through February 28, 2025.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 961214, dated January 23, 2025 (the “Transportation Agreement”).~~

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

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

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

~~For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$15.62200 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).~~

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

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

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

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any Receipt Point on Segments 130, 140, 150, 160*, 170*, in Zone 2*, and Zone 3; provided it results in transport that is in the East to West direction.~~

~~* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter’s FERC Gas Tariff, Shipper shall pay a Cheyenne~~

Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

1.7 Eligible Primary Delivery Point(s):

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

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 it results in transport that is in the East to West direction

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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 4.90 - NRA Reserved

Section Version: 1.0.0

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

~~ROCKIES EXPRESS PIPELINE LLC _____ MIECO, INC. _____~~

~~By: _____ By: _____~~

~~Name: _____ Name: _____~~

~~Title: _____ Title: _____~~

Reserved for future use.

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

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC (“Transporter”) and Shipper agree, as of January 23, 2025, that Transporter will provide transportation service, under Part 284 of FERC’s regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement (“Agreement”). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter’s FERC Gas Tariff, as may be revised from time to time (“Tariff”), and the terms, conditions and signatures of Shipper’s electronic Agreement with Transporter.~~

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

~~effective February 1, 2025 and is the original contract.~~

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

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

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

~~SOUTHWEST ENERGY, L.P.
ATTN: Brad Jones
3900 ESSEX LANE SUITE 610
HOUSTON, TX 77027
(918) 688-2943
bjones@southwest-energy.com~~

3. ~~TERM OF SERVICE:~~

~~_____ (Date, Period of Time or Event): February 1, 2025
_____ to~~

~~_____ (Date, Period of Time or Event): February 28, 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"):~~

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

~~February 1, 2025 - February 28, 2025 25,000~~

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

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>02/01/2025 - 02/28/2025</u>	<u>60059</u>	<u>EUREKA</u> <u>MIDSTREAM/REX</u> <u>CAMERON</u> <u>MONROE</u>	<u>25,000</u>	<u>NO</u>

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

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>02/01/2025 - 02/28/2025</u>	<u>60364</u>	<u>REX/REX</u> <u>CHEYENNE</u> <u>COMPRESSION</u> <u>POOL</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~~

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

Shipper Approval:

Shipper: Southwest Energy, L.P.
Signature: _____
Title: _____

Transporter Approval:

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

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on January 23, 2025 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Southwest Energy, L.P. (“Shipper”).~~

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

ARTICLE 1 **NEGOTIATED RATE PARAMETERS**

~~1.1 **Negotiated Rate Term:** From February 1, 2025 through February 28, 2025.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 961215, dated January 23, 2025 (the “Transportation Agreement”).~~

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

~~1.3 **Eligible Firm Transportation Quantity:** 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 \$12.32000 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”).~~

~~For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765 in lieu of a fixed negotiated reservation rate attributed to the Cheyenne Hub Facilities.~~

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

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

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

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any Receipt Point on Segments 130, 140, 150, 160*, 170*, in Zone 2*, and Zone 3; provided it results in transport that is in the East to West direction. 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 REX.~~

~~* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

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

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

~~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 it results in transport that is in the East to West direction. 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 REX.~~

~~* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

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 _____ SOUTHWEST ENERGY, L.P. _____~~

~~By: _____ By: _____~~

~~Name: _____ Name: _____~~

~~Title: _____ Title: _____~~

Reserved for future use.

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

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC (“Transporter”) and Shipper agree, as of January 28, 2025, that Transporter will provide transportation service, under Part 284 of FERC’s regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement (“Agreement”). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time (“Tariff”), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.~~

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

~~effective February 1, 2025 and is the original contract.~~

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

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

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

~~TWIN EAGLE RESOURCE MANAGEMENT, LLC
ATTN: Brittney Purdy
1700 CITY PLAZA DRIVE SUITE 500
SPRING, TX 77389
(970) 759-4116
brittney.purdy@twineagle.com~~

3. ~~TERM OF SERVICE:~~

~~_____ (Date, Period of Time or Event): February 1, 2025
_____ to~~

~~_____ (Date, Period of Time or Event): February 28, 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"):~~

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

~~February 1, 2025 - February 28, 2025 10,500~~

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

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>02/01/2025 - 02/28/2025</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>10,500</u>	<u>NO</u>

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

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>02/01/2025 - 02/28/2025</u>	<u>42230</u>	<u>WIC/REX BITTER CREEK SWEETWATER</u>	<u>10,500</u>	<u>NO</u>

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

10. ~~RATES:~~

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

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

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

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

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

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

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

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

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

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

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

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

~~Notice of Rollover Exercise:~~

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

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

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

~~N/A~~

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

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

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

Shipper Approval:

Shipper: Twin Eagle Resource Management, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on January 28, 2025 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Twin Eagle Resource Management, LLC (“Shipper”).~~

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

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

~~1.1 **Negotiated Rate Term:** From February 1, 2025 through February 28, 2025.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961232, dated January 28, 2025 (the “Transportation Agreement”).~~

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

~~1.3 **Eligible Firm Transportation Quantity:** 10,500 dekatherms per day (“Dth/d”).~~

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

~~The Negotiated Rate(s) consist of a Fixed Negotiated Reservation Rate and an Index Sharing Component, as each are described below.~~

~~**Fixed Negotiated Reservation Rate:** 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 \$1.52083 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.~~

~~**Index Sharing Component:** In addition to the Fixed Negotiated Reservation Rate, Shipper will also pay REX the Monthly Sharing Amount (defined herein), which will be calculated in the following manner:~~

~~The “Net Daily Spread” is defined as the difference remaining after the following calculation for each day within the month:~~

- ~~a. _____ The daily index price for one of the following: (1) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is~~

~~located on Segment 370 or 380, or (3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the ICE NG Firm Phys, ID, GDD REX Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.~~

b. ~~_____~~ **Minus** the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and

e. ~~_____~~ **Minus** the sum of the following: (i) the applicable REX Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsections (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), or (b)(7) immediately above; (ii) the applicable Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) stated above in this Section 1.4 for Shipper's delivered quantity up to the MDQ; (iv) the ICE NG Firm Phys, ID, GDD REX Z3 (receipt) (Z5P) Daily Weighted Average Price if the receipt location is located on Segment 390 or 400; (v) the applicable commodity rate; and (vi) the ACA rate.

~~On each day during the Negotiated Rate Term, REX will calculate the Net Daily Spread (as described above). The Net Daily Spread will then be multiplied by Shipper's delivered quantity under the Transportation Agreement on each day to determine the "Daily Amount." For each day within the month that results in a positive Daily Amount (i.e., above zero (0)), REX will multiply the Daily Amount by eighty hundredths (0.80) (the product of such calculation is the "Daily Sharing Amount"). The sum of the Daily Sharing Amount(s) for each month shall be the "Monthly Sharing Amount." For each~~

~~month of the Negotiated Rate Term, the Shipper shall pay the Monthly Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.~~

~~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 All points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.~~

~~*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

~~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 all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.~~

~~*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

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 _____ TWIN EAGLE RESOURCE
MANAGEMENT, 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 February 21, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

 X effective March 1, 2025 and is the original contract.

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

 Capacity rights for this Agreement were permanently released from .

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

 DRW ENERGY TRADING LLC
 ATTN: Clarissa Garcia
 1500 POST OAK BLVD SUITE 1625
 HOUSTON, TX 77056
 (346) 619-6216
 cgarcia@drwholdings.com

3. TERM OF SERVICE:

 (Date, Period-of-Time or Event): March 1, 2025
 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

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>March 1, 2025 - 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>03/01/2025 - 03/31/2025</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>30,000</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>03/01/2025 - 03/31/2025</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>30,000</u>	<u>NO</u>

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

10. RATES:

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

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

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

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

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

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

Yes
 No

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

Yes
 No

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

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

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

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

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

X Not Applicable
 Applicable (Complete the following):

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: DRW Energy Trading LLC
Signature: _____
Title: _____

Transporter Approval:

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

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on February 21, 2025 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and DRW Energy Trading 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 March 1, 2025 through March 31, 2025.

1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 961362, dated February 21, 2025 (the “Transportation Agreement”).

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

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

1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$4.65000 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”).

For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765 in lieu of a fixed negotiated reservation rate attributed to the Cheyenne Hub Facilities.

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

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

1.6 Eligible Secondary Receipt Point(s):

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any Receipt Point on Segments 130, 140, 150, 160*, 170*, in Zone 2*, and Zone 3; provided it results in transport that is in the East to West direction. 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 REX.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

1.7 Eligible Primary Delivery Point(s):

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

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 it results in transport that is in the East to West direction. 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 REX.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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.

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of February 24, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

X effective March 1, 2025 and is the original contract.

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

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

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

_____ TWIN EAGLE RESOURCE MANAGEMENT, LLC
ATTN: Brittney Purdy
1700 CITY PLAZA DRIVE SUITE 500
SPRING, TX 77389
(970) 759-4116
brittney.purdy@twineagle.com

3. TERM OF SERVICE:

_____ (Date, Period-of-Time or Event): March 1, 2025

_____ 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

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>March 1, 2025 - March 31, 2025</u>	<u>10,000</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>03/01/2025 - 03/31/2025</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>10,000</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>03/01/2025 - 03/31/2025</u>	<u>42230</u>	<u>WIC/REX BITTER CREEK SWEETWATER</u>	<u>10,000</u>	<u>NO</u>

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

10. RATES:

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

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

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

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

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

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

 Yes
 No

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

Yes
 No

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

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

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

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

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

X Not Applicable
Applicable (Complete the following):

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Twin Eagle Resource Management, LLC
Signature: _____
Title: _____

Transporter Approval:

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

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on February 24, 2025 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Twin Eagle Resource Management, 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 March 1, 2025 through March 31, 2025.

1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 961368, dated February 24, 2025 (the "Transportation Agreement").

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

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

1.4 **Negotiated Rate(s):**

The Negotiated Rate(s) consist of a Fixed Negotiated Reservation Rate and an Index Sharing Component, as each are described below.

Fixed Negotiated Reservation Rate: 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 \$2.43333 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

Index Sharing Component: In addition to the Fixed Negotiated Reservation Rate, Shipper will also pay REX the Monthly Sharing Amount (defined herein), which will be calculated in the following manner:

The “Net Daily Spread” is defined as the difference remaining after the following calculation for each day within the month:

- a. The daily index price for one of the following: (1) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub

Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or (3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.

b. Minus the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and

c. Minus the sum of the following: (i) the applicable REX Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsections (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), or (b)(7) immediately above; (ii) the applicable Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) stated above in this Section 1.4 for Shipper's delivered quantity up to the MDQ; (iv) the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price if the receipt location is located on Segment 390 or 400; (v) the applicable commodity rate; and (vi) the ACA rate.

On each day during the Negotiated Rate Term, REX will calculate the Net Daily Spread (as described above). The Net Daily Spread will then be multiplied by Shipper's delivered quantity under the Transportation Agreement on each day to determine the "Daily Amount." For each day within the month that results in a positive Daily Amount (i.e., above zero (0)), REX will multiply the Daily Amount by eighty hundredths (0.80) (the product of such calculation is the "Daily Sharing Amount"). The sum of the Daily Sharing

Amount(s) for each month shall be the “Monthly Sharing Amount.” For each month of the Negotiated Rate Term, the Shipper shall pay the Monthly Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.

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 all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter’s FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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 all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter’s FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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

TWIN EAGLE RESOURCE
MANAGEMENT, 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 February 24, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

 X effective March 1, 2025 and is the original contract.

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

 Capacity rights for this Agreement were permanently released from .

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

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

3. TERM OF SERVICE:

 (Date, Period-of-Time or Event): March 1, 2025
 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

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>March 1, 2025 - 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>03/01/2025 - 03/31/2025</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>20,000</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>03/01/2025 - 03/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</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):

X Not Applicable
Applicable (Complete the following):

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Castleton Commodities Merchant Trading L.P.
By: Castleton Commodities Trading GP LLC
It's General Partner

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on February 24, 2025 (“Agreement Date”) by and between **Rockies Express Pipeline LLC (“REX”)** and **Castleton Commodities Merchant Trading L.P. (“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 March 1, 2025 through March 31, 2025.

1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 961369, dated February 24, 2025 (the "Transportation Agreement").

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

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

1.4 **Negotiated Rate(s):**

The Negotiated Rate(s) consist of a Fixed Negotiated Reservation Rate and an Index Sharing Component, as each are described below.

Fixed Negotiated Reservation Rate: 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 \$2.43333 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

Index Sharing Component: In addition to the Fixed Negotiated Reservation Rate, Shipper will also pay REX the Monthly Sharing Amount (defined herein), which will be calculated in the following manner:

The “Net Daily Spread” is defined as the difference remaining after the following calculation for each day within the month:

- a. The daily index price for one of the following: (1) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or

(3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.

- b. Minus the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and
- c. Minus the sum of the following: (i) the applicable REX Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsections (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), or (b)(7) immediately above; (ii) the applicable Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) stated above in this Section 1.4 for Shipper's delivered quantity up to the MDQ; (iv) the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price if the receipt location is located on Segment 390 or 400; (v) the applicable commodity rate; and (vi) the ACA rate.

On each day during the Negotiated Rate Term, REX will calculate the Net Daily Spread (as described above). The Net Daily Spread will then be multiplied by Shipper's delivered quantity under the Transportation Agreement on each day to determine the "Daily Amount." For each day within the month that results in a positive Daily Amount (i.e., above zero (0)), REX will multiply the Daily Amount by eighty hundredths (0.80) (the product of such calculation is the "Daily Sharing Amount"). The sum of the Daily Sharing Amount(s) for each month shall be the "Monthly Sharing Amount." For each month of the Negotiated Rate Term, the Shipper shall pay the Monthly Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.

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 all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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 all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

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

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

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

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

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

ROCKIES EXPRESS PIPELINE LLC

CASTLETON COMMODITIES MERCHANT

TRADING L.P.

BY: CASTLETON COMMODITIES

TRADING GP LLC

IT'S GENERAL PARTNER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of February 27, 2025, 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 March 1, 2025 and is the original contract.

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

 Capacity rights for this Agreement were permanently released from .

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

RADIATE ENERGY LLC
ATTN: Kevin Humpich
3401 NW 98TH STREET SUITE B
GAINESVILLE, FL 32606
(732) 691-3312
kevin@radiateenergy.com

3. TERM OF SERVICE:

 (Date, Period-of-Time or Event): March 1, 2025
 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>March 1, 2025 - 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>03/01/2025 - 03/31/2025</u>	<u>60060</u>	<u>OHIO RIVER SYSTEM/REX BEARWALLOW MON</u>	<u>20,000</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>03/01/2025 - 03/31/2025</u>	<u>42228</u>	<u>CIG/REX FREWEN LAKE SWEETWATER</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):

X Not Applicable
Applicable (Complete the following):

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Radiate Energy LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on February 27, 2025 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Radiate Energy LLC (“Shipper”).

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

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From March 1, 2025 through March 31, 2025.

1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 961422, dated February 27, 2025 (the "Transportation Agreement").

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

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

1.4 **Negotiated Rate(s):**

The Negotiated Rate(s) consist of a Fixed Negotiated Reservation Rate and an Index Sharing Component, as each are described below.

Fixed Negotiated Reservation Rate: 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 \$2.43333 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

Index Sharing Component: In addition to the Fixed Negotiated Reservation Rate, Shipper will also pay REX the Monthly Sharing Amount (defined herein), which will be calculated in the following manner:

The “Net Daily Spread” is defined as the difference remaining after the following calculation for each day within the month:

- a. The daily index price for one of the following: (1) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or

(3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.

- b. Minus the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and
- c. Minus the sum of the following: (i) the applicable REX Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsections (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), or (b)(7) immediately above; (ii) the applicable Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) stated above in this Section 1.4 for Shipper's delivered quantity up to the MDQ; (iv) the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price if the receipt location is located on Segment 390 or 400; (v) the applicable commodity rate; and (vi) the ACA rate.

On each day during the Negotiated Rate Term, REX will calculate the Net Daily Spread (as described above). The Net Daily Spread will then be multiplied by Shipper's delivered quantity under the Transportation Agreement on each day to determine the "Daily Amount." For each day within the month that results in a positive Daily Amount (i.e., above zero (0)), REX will multiply the Daily Amount by eighty hundredths (0.80) (the product of such calculation is the "Daily Sharing Amount"). The sum of the Daily Sharing Amount(s) for each month shall be the "Monthly Sharing Amount." For each month of the Negotiated Rate Term, the Shipper shall pay the Monthly Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.

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 all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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 all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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

RADIATE ENERGY LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____