



Rockies Express Pipeline LLC

March 7, 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 April 1, 2025:

<u>Section Name</u>	<u>Section Version</u>
Third Revised Volume No. 1	
Negotiated Rates – 4	137.0.0
Original Volume – The Book of Contracts	
Section 2 – Table of Contents – Book of Contracts	156.0.0
Section 4.97 – NRA Duke K# 961067	0.0.0
Section 4.98 – NRA Duke K# 961068	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;
3. A PDF file of the marked Proposed Tariff Sections for posting in the Commission’s eLibrary; and
4. This transmittal letter.

¹ 18 CFR § 154 (2024).

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 a new negotiated rate agreement (“NRA”) between Rockies Express and Duke Energy Indiana, LLC, (“Duke”) that governs the reservation rate for three underlying firm transportation services agreements (“TSA”).

Copies of two of the TSAs (Contract Nos. 961067 and 961068) are attached hereto. The NRA and the two TSAs included herein have an effective date of April 1, 2025.²

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”).³ This policy requires either the filing of the NRA or a tariff section reflecting the essential elements of the NRA.

Accordingly, Rockies Express herein files two new TSAs, together with the Proposed Tariff Sections, of which the tariff section labeled “Negotiated Rates – 4,” Section Version No. 137.0.0, lists the subject agreements, including, *inter alia*, the shipper’s name, contract numbers, and contract terms, as well as a reference to this instant filing.

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

Third Revised Volume No. 1:

Negotiated Rates – 4, Version No. 137.0.0

- Footnote 19: Add the appropriate docket number to the footnote.

Procedural Matters

Rockies Express respectfully requests waiver of the 30-day notice requirement in 18 CFR § 154.207, as necessary, so that the Proposed Tariff Sections submitted herewith may become effective on April 1, 2025. Approval of this requested waiver is in the public interest where no other shipper will be harmed

² The third contract not included herein (Contract No. 961070) has an effective date of June 1, 2028. REX will file a future motion with the Commission to include that underlying TSA in the Tariff within 60 days of its June 1, 2028, effective date, subsequent to the approval of the NRA in the instant docket.

³ *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”).

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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 § 154.207.⁴

Pursuant to the Commission's regulations, Rockies Express is submitting this filing via electronic filing. Rockies Express requests that the Commission grant all waivers of its regulations necessary for the Proposed Tariff Sections to become effective on April 1, 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.

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 28, 2025, in Docket No. RP25-659-000 (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. RP25-659-000 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
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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.

⁴ 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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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,

A handwritten signature in black ink, appearing to read "L. Drew Cutright". The signature is stylized and cursive.

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 2/	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 2/	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 2/	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. 2/	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. 2/	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. 2/	949208 (FT)	December 13, 2016 January 5, 2032	20,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Citizens Gas 2/	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 2/	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 2/	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>
Duke Energy Indiana, LLC 2/	961067 (FT)	April 1, 2025 October 31, 2048	30,000	<u>31/</u>	<u>31/</u>	<u>31/</u>	<u>31/</u>
Duke Energy Indiana, LLC	961068 (FT)	April 1, 2025 October 31, 2048	80,000	<u>31/</u>	<u>31/</u>	<u>31/</u>	<u>31/</u>

Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

Negotiated Rates - 4
Section Version: 137.0.0

Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
BP Energy Company	954204-02 (FT)	November 1, 2020 March 31, 2028	11-1-20 to 2-28-22 – 35,200 3-1-22 to 6-30-22 – 15,920 7-1-22 to 3-31-28 – 49,500	<u>13/</u>	<u>13/</u>	<u>13/</u>	<u>13/</u>
Occidental Energy Marketing, Inc.	954227 (FT)	April 1, 2022 March 31, 2025	120,000	<u>17/</u>	<u>17/</u>	<u>17/</u>	<u>17/</u>
SWN Energy Services Company, LLC 2/	954719 (FT)	December 1, 2020 January 5, 2032	12,000	<u>7/</u>	<u>7/</u>	<u>7/</u>	<u>7/</u>
SWN Energy Services Company, LLC 2/	954720 (FT)	December 1, 2020 January 5, 2032	38,000	<u>7/</u>	<u>7/</u>	<u>7/</u>	<u>7/</u>
DTE Energy Trading, Inc.	955134 (FT)	April 1, 2023 October 31, 2027	50,000	<u>23/</u>	<u>23/</u>	<u>23/</u>	<u>23/</u>
Morgan Stanley Capital Group Inc.	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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Negotiated Rates - 4
Section Version: 137.0.0

Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
BP Energy Company	954204 (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>

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.
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>

Issued on: March 7, 2025
Effective on: April 1, 2025

Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

Negotiated Rates - 4
Section Version: 137.0.0

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. RP25-659.
- 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/ This information is set out in the negotiated rate agreement filed with the Commission on March 7, 2025 at Docket No. RP25-____.
- 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: April 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
Duke Energy Indiana, LLC K# 961067	4.97	Section 4.97 – NRA Duke K# 961067
Duke Energy Indiana, LLC K# 961068	4.98	Section 4.98 – NRA Duke K# 961068

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC (“Transporter”) and Shipper agree, as of December 18, 2024, that Transporter will provide transportation service, under Part 284 of FERC’s regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement (“Agreement”). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time (“Tariff”), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

effective April 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:

DUKE ENERGY INDIANA, LLC
ATTN: Contract Administration
525 S. TRYON STREET
CHARLOTTE, NC 28202
(800) 653-5307
contract.admin@duke-energy.com

3. TERM OF SERVICE:

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

to

(Date, Period-of-Time or Event): October 31, 2048

4. SHIPPER’S STATUS:

Local Distribution Company

Intrastate Pipeline Company

Interstate Pipeline Company

Other: END-USER

5. TRANSPORTATION ON BEHALF OF:

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

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>April 1, 2025 - October 31, 2048</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>04/01/2025 - 05/31/2028</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>30,000</u>	<u>NO</u>
<u>06/01/2028 - 10/31/2048</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>04/01/2025 - 05/31/2028</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>30,000</u>	<u>NO</u>
<u>06/01/2028 - 10/31/2048</u>	<u>TBD</u>	<u>CenterPoint Vermillion</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:

If the CenterPoint Vermillion County delivery point is not in-service by June 1, 2028, Shipper shall select new primary delivery point(s) for the portion of the term commencing on June 1, 2028. The eligible points that may be selected, subject to available point capacity at the time, as the new primary delivery point(s) are: Midwestern Edgar (PIN 43537, MIDWSTRN/REX EDGAR), PEPL Putnam (PIN 44415, PEPL/REX DEL PUTNAM), ANR Shelby (PIN 44416, ANR/REX SHELBY, Duke Madison (PIN 60783, REX/DEI MADISON STATION), TGT Johnson (PIN 60148, TGT/REX JOHNSON), TETCO Lebanon (PIN 44419, TET/REX LEB WARREN), and Tex Gas Lebanon (PIN 44420, TEX GAS/REX LEB WARREN). If at any time during the term of this FTSA, Transporter is able to place into service the CenterPoint Vermillion County delivery point, Shipper's primary delivery point(s) shall be moved back to the CenterPoint Vermillion County delivery point.

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: Duke Energy Indiana, LLC
Signature: _____
Title: _____

Transporter Approval:

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

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on December 18, 2024 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Duke Energy Indiana, LLC** (“Shipper”).

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

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

- 1.1 **Negotiated Rate Term:** From April 1, 2025 through October 31, 2048.
- 1.2 **Transportation Agreement:** (i) Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 961067, dated December 18, 2024 (“E2W Capacity Enhancement FTSA”), (ii) Rate Schedule FTS, Agreement No. 961068, dated December 18, 2024 (“E2W FTSA”), and (iii) Rate Schedule FTS, Agreement No. 961070, dated December 18, 2024 (“W2E FTSA”) (collectively the “Transportation Agreements”).

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

1.3 **Eligible Firm Transportation Quantity:**

E2W Capacity Enhancement FTSA: 30,000 dekatherms per day (“Dth/d”).
E2W FTSA: 80,000 Dth/d
W2E FTSA: 130,000 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 (i) \$21.29167 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the E2W Capacity Enhancement FTSA and E2W FTSA (“E2W Negotiated Rate”) and (ii) \$3.65000 Dth/m multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the W2E FTSA (“W2E Negotiated Rate” with the E2W Negotiated Rate the “Negotiated Rates”).

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

The E2W Negotiated Rate shall apply to service provided at the Primary Receipt Point(s) identified in the E2W Capacity Enhancement FTSA and E2W FTSA, provided that the resulting transportation path flows east-to-west. To be clear, the foregoing E2W Negotiated Rate does not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on REX.

The W2E Negotiated Rate shall apply to service provided at the Primary Receipt Point(s) identified in the W2E FTSA, provided that the resulting transportation path flows west-to-east. To be clear, the foregoing W2E Negotiated Rate does 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) for E2W Capacity Enhancement FTSA and E2W FTSA:**

NAME	LOCATION
DOMINION/REX CLAR MONROE	44424
E OH GAS/REX CLAR MONROE	44490
EQT OVC/REX ISALY MONROE	60062
EUREKA MIDSTREAM/REX CAMERON MONROE	60059
OHIO RIVER SYSTEM/REX BEARWALLOW MON	60060
RICE/REX GUNSLINGER MONROE	60065
LEBANON HUB POOL	44962

1.7 **Eligible Secondary Receipt Point(s) for W2E FTSA:**

NAME	LOCATION
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REX Zone 3 Delivered Pool 60503

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

The E2W Negotiated Rate shall apply to service provided at the Primary Delivery Point(s) identified in the E2W Capacity Enhancement FTSA and E2W FTSA, provided that the resulting transportation path flows east-to-west. To be clear, the E2W Negotiated Rate does 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.

The W2E Negotiated Rate shall apply to service provided at the Primary Delivery Point(s) identified in the W2E FTSA, provided that the resulting transportation path flows west-to-east. To be clear, the W2E Negotiated Rate does not apply for nominated receipt point/delivery point paths that result in east-to-west transportation anywhere on REX.

1.9 **Eligible Secondary Delivery Point(s) for E2W Capacity Enhancement FTSA and E2W FTSA:**

April 1, 2025 – May 31, 2028:

NAME	LOCATION
MIDWSTRN/REX EDGAR	43537
PEPL/REX DEL PUTNAM	44415
TGT/REX JOHNSON	60148
ANR/REX SHELBY	44416
REX/DEI MADISON STATION	60783
TEX GAS/REX LEB WARREN	44420
TET/REX LEB WARREN	44419
OVRTHRUS/REX WAMSUTTER (OT #27) SWE	42804
CIG/REX FREWEN LAKE SWEETWATER	42228
WIC/REX BITTER CREEK SWEETWATER	42230

June 1, 2028 – October 31, 2048:

NAME	LOCATION
MIDWSTRN/REX EDGAR	43537
PEPL/REX DEL PUTNAM	44415
TGT/REX JOHNSON	60148
ANR/REX SHELBY	44416
REX/DEI MADISON STATION	60783
TEX GAS/REX LEB WARREN	44420
TET/REX LEB WARREN	44419

1.10 Eligible Secondary Delivery Point(s) for W2E FTSA:

NAME	LOCATION
MIDWSTRN/REX EDGAR	43537
PEPL/REX DEL PUTNAM	44415
TGT/REX JOHNSON	60148
ANR/REX SHELBY	44416
REX/DEI MADISON STATION	60783
TEX GAS/REX LEB WARREN	44420
TET/REX LEB WARREN	44419

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

- 2.1 **General Negotiated Rate Limitations.** The Negotiated Rates shall apply only to service provided to Shipper by REX under the Transportation Agreements (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 Agreements (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 REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from

time to time ("Tariff"). For service provided under the Transportation Agreements within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rates plus any additional incremental charge(s) identified herein.

2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in the Tariff shall apply to service provided to Shipper under the Transportation Agreements.

2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreements, 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 Rates are 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

DUKE ENERGY INDIANA, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC (“Transporter”) and Shipper agree, as of December 18, 2024, that Transporter will provide transportation service, under Part 284 of FERC’s regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement (“Agreement”). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time (“Tariff”), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

effective April 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:

DUKE ENERGY INDIANA, LLC
ATTN: Contract Administration
525 S. TRYON STREET
CHARLOTTE, NC 28202
(800) 774-1202
contract.admin@duke-energy.com

3. TERM OF SERVICE:

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

to

(Date, Period-of-Time or Event): October 31, 2048

4. SHIPPER’S STATUS:

Local Distribution Company

Intrastate Pipeline Company

Interstate Pipeline Company

Other: END-USER

5. TRANSPORTATION ON BEHALF OF:

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

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>April 1, 2025 - October 31, 2048</u>	<u>80,000</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 05/31/2028</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>80,000</u>	<u>NO</u>
<u>06/01/2028 - 10/31/2048</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>80,000</u>	<u>NO</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 05/31/2028</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>80,000</u>	<u>NO</u>
<u>06/01/2028 - 10/31/2048</u>	<u>TBD</u>	<u>CenterPoint Vermillion</u>	<u>80,000</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:

If the CenterPoint Vermillion County delivery point is not in-service by June 1, 2028, Shipper shall select new primary delivery point(s) for the portion of the term commencing on June 1, 2028. The eligible points that may be selected, subject to available point capacity at the time, as the new primary delivery point(s) are: Midwestern Edgar (PIN 43537, MIDWSTRN/REX EDGAR), PEPL Putnam (PIN 44415, PEPL/REX DEL PUTNAM), ANR Shelby (PIN 44416, ANR/REX SHELBY, Duke Madison (PIN 60783, REX/DEI MADISON STATION), TGT Johnson (PIN 60148, TGT/REX JOHNSON), TETCO Lebanon (PIN 44419, TET/REX LEB WARREN), and Tex Gas Lebanon (PIN 44420, TEX GAS/REX LEB WARREN). If at any time during the term of this FTSA, Transporter is able to place into service the CenterPoint Vermillion County delivery point, Shipper's primary delivery point(s) shall be moved back to the CenterPoint Vermillion County delivery point.

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: Duke Energy Indiana, LLC
Signature: _____
Title: _____

Transporter Approval:

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

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on December 18, 2024 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Duke Energy Indiana, LLC** (“Shipper”).

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

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

- 1.1 **Negotiated Rate Term:** From April 1, 2025 through October 31, 2048.
- 1.2 **Transportation Agreement:** (i) Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 961067, dated December 18, 2024 (“E2W Capacity Enhancement FTSA”), (ii) Rate Schedule FTS, Agreement No. 961068, dated December 18, 2024 (“E2W FTSA”), and (iii) Rate Schedule FTS, Agreement No. 961070, dated December 18, 2024 (“W2E FTSA”) (collectively the “Transportation Agreements”).

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

- 1.3 **Eligible Firm Transportation Quantity:**

E2W Capacity Enhancement FTSA: 30,000 dekatherms per day (“Dth/d”).
E2W FTSA: 80,000 Dth/d
W2E FTSA: 130,000 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 (i) \$21.29167 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the E2W Capacity Enhancement FTSA and E2W FTSA (“E2W Negotiated Rate”) and (ii) \$3.65000 Dth/m multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the W2E FTSA (“W2E Negotiated Rate” with the E2W Negotiated Rate the “Negotiated Rates”).

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

The E2W Negotiated Rate shall apply to service provided at the Primary Receipt Point(s) identified in the E2W Capacity Enhancement FTSA and E2W FTSA, provided that the resulting transportation path flows east-to-west. To be clear, the foregoing E2W Negotiated Rate does not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on REX.

The W2E Negotiated Rate shall apply to service provided at the Primary Receipt Point(s) identified in the W2E FTSA, provided that the resulting transportation path flows west-to-east. To be clear, the foregoing W2E Negotiated Rate does 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) for E2W Capacity Enhancement FTSA and E2W FTSA:**

NAME	LOCATION
DOMINION/REX CLAR MONROE	44424
E OH GAS/REX CLAR MONROE	44490
EQT OVC/REX ISALY MONROE	60062
EUREKA MIDSTREAM/REX CAMERON MONROE	60059
OHIO RIVER SYSTEM/REX BEARWALLOW MON	60060
RICE/REX GUNSLINGER MONROE	60065
LEBANON HUB POOL	44962

1.7 Eligible Secondary Receipt Point(s) for W2E FTSA:

NAME	LOCATION
REX Zone 3 Delivered Pool	60503

1.8 Eligible Primary Delivery Point(s):

The E2W Negotiated Rate shall apply to service provided at the Primary Delivery Point(s) identified in the E2W Capacity Enhancement FTSA and E2W FTSA, provided that the resulting transportation path flows east-to-west. To be clear, the E2W Negotiated Rate does 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.

The W2E Negotiated Rate shall apply to service provided at the Primary Delivery Point(s) identified in the W2E FTSA, provided that the resulting transportation path flows west-to-east. To be clear, the W2E Negotiated Rate does not apply for nominated receipt point/delivery point paths that result in east-to-west transportation anywhere on REX.

1.9 Eligible Secondary Delivery Point(s) for E2W Capacity Enhancement FTSA and E2W FTSA:**April 1, 2025 – May 31, 2028:**

NAME	LOCATION
MIDWSTRN/REX EDGAR	43537
PEPL/REX DEL PUTNAM	44415
TGT/REX JOHNSON	60148
ANR/REX SHELBY	44416
REX/DEI MADISON STATION	60783
TEX GAS/REX LEB WARREN	44420
TET/REX LEB WARREN	44419
OVRTHRUS/REX WAMSUTTER (OT #27) SWE	42804
CIG/REX FREWEN LAKE SWEETWATER	42228
WIC/REX BITTER CREEK	42230

SWEETWATER

June 1, 2028 – October 31, 2048:

NAME	LOCATION
MIDWSTRN/REX EDGAR	43537
PEPL/REX DEL PUTNAM	44415
TGT/REX JOHNSON	60148
ANR/REX SHELBY	44416
REX/DEI MADISON STATION	60783
TEX GAS/REX LEB WARREN	44420
TET/REX LEB WARREN	44419

1.10 Eligible Secondary Delivery Point(s) for W2E FTSA:

NAME	LOCATION
MIDWSTRN/REX EDGAR	43537
PEPL/REX DEL PUTNAM	44415
TGT/REX JOHNSON	60148
ANR/REX SHELBY	44416
REX/DEI MADISON STATION	60783
TEX GAS/REX LEB WARREN	44420
TET/REX LEB WARREN	44419

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

- 2.1 **General Negotiated Rate Limitations.** The Negotiated Rates shall apply only to service provided to Shipper by REX under the Transportation Agreements (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 Agreements (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 REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff"). For service provided under the Transportation Agreements within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rates plus any additional incremental charge(s) identified herein.

2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in the Tariff shall apply to service provided to Shipper under the Transportation Agreements.

2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreements, 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 Rates are 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

DUKE ENERGY INDIANA, 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 2/	949011 (FT)	December 13, 2016 January 5, 2032	150,000	1/	1/	1/	1/
EQT Energy, LLC 2/	949013 (FT)	December 13, 2016 January 5, 2032	130,000	1/	1/	1/	1/
EQT Energy, LLC 2/	949014 (FT)	December 13, 2016 January 5, 2032	70,000	1/	1/	1/	1/
Vectren Energy Delivery of Indiana, Inc. 2/	949017 (FT)	May 1, 2017 April 30, 2032	60,000	18/	18/	18/	18/
Jay-Bee Oil & Gas, Inc. 2/	949018 (FT)	December 13, 2016 January 5, 2032	150,000	1/	1/	1/	1/
Spire Marketing Inc. 2/	949208 (FT)	December 13, 2016 January 5, 2032	20,000	1/	1/	1/	1/
Citizens Gas 2/	949295 (FT)	December 13, 2016 January 5, 2032	20,000	1/	1/	1/	1/
EQT Energy, LLC 2/	949347 (FT)	December 13, 2016 January 5, 2032	25,000	5/	5/	5/	5/
EQT Energy, LLC 2/	949348 (FT)	December 13, 2016 January 5, 2032	25,000	5/	5/	5/	5/
Tenaska Marketing Ventures	954057 (FT)	April 1, 2024 March 31, 2025	20,000	22/	22/	22/	22/
<u>Duke Energy Indiana, LLC 2/</u>	<u>961067 (FT)</u>	<u>April 1, 2025 October 31, 2048</u>	<u>30,000</u>	<u>31/</u>	<u>31/</u>	<u>31/</u>	<u>31/</u>
<u>Duke Energy Indiana, LLC</u>	<u>961068 (FT)</u>	<u>April 1, 2025 October 31, 2048</u>	<u>80,000</u>	<u>31/</u>	<u>31/</u>	<u>31/</u>	<u>31/</u>

Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

Negotiated Rates - 4
Section Version: 137.0.0

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

Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
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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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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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>

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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-~~659~~.

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/ This information is set out in the negotiated rate agreement filed with the Commission on March 7, 2025 at Docket No. RP25-_____ Reserved for future use.
- 32/ Reserved for future use .

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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

Rockies Express Pipeline LLC

FERC Gas Tariff

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Shipper Name	Section #	Section Name
Vitol, Inc. K# 959364	4.53	Section 4.53 – NRA Vitol K# 959364
EDF Trading North America, LLC K# 956714	4.54	Section 4.54 – NRA EDF K# 956714
Sequent Energy Management, LLC K# 956756	4.55	Section 4.55 – NRA Sequent K# 956756
Eco-Energy Natural Gas, LLC K# 956502	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

Issued on: March 7, 2025

Effective on: April 1, 2025

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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
<u>Duke Energy Indiana, LLC K# 961067</u>	<u>4.97</u>	<u>Section 4.97 – NRA</u> <u>Duke K# 961067</u>
<u>Duke Energy Indiana, LLC K# 961068</u>	<u>4.98</u>	<u>Section 4.98 – NRA</u> <u>Duke K# 961068</u>

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC (“Transporter”) and Shipper agree, as of December 18, 2024, that Transporter will provide transportation service, under Part 284 of FERC’s regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement (“Agreement”). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter’s FERC Gas Tariff, as may be revised from time to time (“Tariff”), and the terms, conditions and signatures of Shipper’s electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

effective April 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:

DUKE ENERGY INDIANA, LLC
ATTN: Contract Administration
525 S. TRYON STREET
CHARLOTTE, NC 28202
(800) 653-5307
contract.admin@duke-energy.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): April 1, 2025
to
(Date, Period-of-Time or Event): October 31, 2048

4. SHIPPER’S STATUS:

Local Distribution Company
Intrastate Pipeline Company
Interstate Pipeline Company
 Other: END-USER

5. TRANSPORTATION ON BEHALF OF:

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

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>April 1, 2025 - October 31, 2048</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>04/01/2025 - 05/31/2028</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>30,000</u>	<u>NO</u>
<u>06/01/2028 - 10/31/2048</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>04/01/2025 - 05/31/2028</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>30,000</u>	<u>NO</u>
<u>06/01/2028 - 10/31/2048</u>	<u>TBD</u>	<u>CenterPoint Vermillion</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:

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:

If the CenterPoint Vermillion County delivery point is not in-service by June 1, 2028, Shipper shall select new primary delivery point(s) for the portion of the term commencing on June 1, 2028. The eligible points that may be selected, subject to available point capacity at the time, as the new primary delivery point(s) are: Midwestern Edgar (PIN 43537, MIDWSTRN/REX EDGAR), PEPL Putnam (PIN 44415, PEPL/REX DEL PUTNAM), ANR Shelby (PIN 44416, ANR/REX SHELBY, Duke Madison (PIN 60783, REX/DEI MADISON STATION), TGT Johnson (PIN 60148, TGT/REX JOHNSON), TETCO Lebanon (PIN 44419, TET/REX LEB WARREN), and Tex Gas Lebanon (PIN 44420, TEX GAS/REX LEB WARREN). If at any time during the term of this FTSA, Transporter is able to place into service the CenterPoint Vermillion County delivery point, Shipper's primary delivery point(s) shall be moved back to the CenterPoint Vermillion County delivery point.

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: Duke Energy Indiana, LLC
Signature: _____
Title: _____

Transporter Approval:

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

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on December 18, 2024 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Duke Energy Indiana, LLC (“Shipper”).

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

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From April 1, 2025 through October 31, 2048.

1.2 **Transportation Agreement:** (i) Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 961067, dated December 18, 2024 (“E2W Capacity Enhancement FTSA”), (ii) Rate Schedule FTS, Agreement No. 961068, dated December 18, 2024 (“E2W FTSA”), and (iii) Rate Schedule FTS, Agreement No. 961070, dated December 18, 2024 (“W2E FTSA”) (collectively the “Transportation Agreements”).

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

1.3 **Eligible Firm Transportation Quantity:**

E2W Capacity Enhancement FTSA: 30,000 dekatherms per day (“Dth/d”).
E2W FTSA: 80,000 Dth/d
W2E FTSA: 130,000 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 (i) \$21.29167 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the E2W Capacity Enhancement FTSA and E2W FTSA (“E2W Negotiated Rate”) and (ii) \$3.65000 Dth/m multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the W2E FTSA (“W2E Negotiated Rate” with the E2W Negotiated Rate the “Negotiated Rates”).

1.5 Eligible Primary Receipt Point(s):

The E2W Negotiated Rate shall apply to service provided at the Primary Receipt Point(s) identified in the E2W Capacity Enhancement FTSA and E2W FTSA, provided that the resulting transportation path flows east-to-west. To be clear, the foregoing E2W Negotiated Rate does not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on REX.

The W2E Negotiated Rate shall apply to service provided at the Primary Receipt Point(s) identified in the W2E FTSA, provided that the resulting transportation path flows west-to-east. To be clear, the foregoing W2E Negotiated Rate does 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) for E2W Capacity Enhancement FTSA and E2W FTSA:

<u>NAME</u>	<u>LOCATION</u>
<u>DOMINION/REX CLAR MONROE</u>	<u>44424</u>
<u>E OH GAS/REX CLAR MONROE</u>	<u>44490</u>
<u>EQT OVC/REX ISALY MONROE</u>	<u>60062</u>
<u>EUREKA MIDSTREAM/REX CAMERON MONROE</u>	<u>60059</u>
<u>OHIO RIVER SYSTEM/REX BEARWALLOW MON</u>	<u>60060</u>
<u>RICE/REX GUNSLINGER MONROE</u>	<u>60065</u>
<u>LEBANON HUB POOL</u>	<u>44962</u>

1.7 Eligible Secondary Receipt Point(s) for W2E FTSA:

<u>NAME</u>	<u>LOCATION</u>
-------------	-----------------

REX Zone 3 Delivered Pool 60503

1.8 Eligible Primary Delivery Point(s):

The E2W Negotiated Rate shall apply to service provided at the Primary Delivery Point(s) identified in the E2W Capacity Enhancement FTSA and E2W FTSA, provided that the resulting transportation path flows east-to-west. To be clear, the E2W Negotiated Rate does 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.

The W2E Negotiated Rate shall apply to service provided at the Primary Delivery Point(s) identified in the W2E FTSA, provided that the resulting transportation path flows west-to-east. To be clear, the W2E Negotiated Rate does not apply for nominated receipt point/delivery point paths that result in east-to-west transportation anywhere on REX.

1.9 Eligible Secondary Delivery Point(s) for E2W Capacity Enhancement FTSA and E2W FTSA:

April 1, 2025 – May 31, 2028:

<u>NAME</u>	<u>LOCATION</u>
<u>MIDWSTRN/REX EDGAR</u>	<u>43537</u>
<u>PEPL/REX DEL PUTNAM</u>	<u>44415</u>
<u>TGT/REX JOHNSON</u>	<u>60148</u>
<u>ANR/REX SHELBY</u>	<u>44416</u>
<u>REX/DEI MADISON STATION</u>	<u>60783</u>
<u>TEX GAS/REX LEB WARREN</u>	<u>44420</u>
<u>TET/REX LEB WARREN</u>	<u>44419</u>
<u>OVRTHRUS/REX WAMSUTTER (OT #27) SWE</u>	<u>42804</u>
<u>CIG/REX FREWEN LAKE SWEETWATER</u>	<u>42228</u>
<u>WIC/REX BITTER CREEK SWEETWATER</u>	<u>42230</u>

June 1, 2028 – October 31, 2048:

<u>NAME</u>	<u>LOCATION</u>
<u>MIDWSTRN/REX EDGAR</u>	<u>43537</u>
<u>PEPL/REX DEL PUTNAM</u>	<u>44415</u>
<u>TGT/REX JOHNSON</u>	<u>60148</u>
<u>ANR/REX SHELBY</u>	<u>44416</u>
<u>REX/DEI MADISON STATION</u>	<u>60783</u>
<u>TEX GAS/REX LEB WARREN</u>	<u>44420</u>
<u>TET/REX LEB WARREN</u>	<u>44419</u>

1.10 Eligible Secondary Delivery Point(s) for W2E FTSA:

<u>NAME</u>	<u>LOCATION</u>
<u>MIDWSTRN/REX EDGAR</u>	<u>43537</u>
<u>PEPL/REX DEL PUTNAM</u>	<u>44415</u>
<u>TGT/REX JOHNSON</u>	<u>60148</u>
<u>ANR/REX SHELBY</u>	<u>44416</u>
<u>REX/DEI MADISON STATION</u>	<u>60783</u>
<u>TEX GAS/REX LEB WARREN</u>	<u>44420</u>
<u>TET/REX LEB WARREN</u>	<u>44419</u>

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

2.1 General Negotiated Rate Limitations. The Negotiated Rates shall apply only to service provided to Shipper by REX under the Transportation Agreements (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 Agreements (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 REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from

time to time ("Tariff"). For service provided under the Transportation Agreements within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rates plus any additional incremental charge(s) identified herein.

2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in the Tariff shall apply to service provided to Shipper under the Transportation Agreements.

2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreements, 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 Rates are 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

DUKE ENERGY INDIANA, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC (“Transporter”) and Shipper agree, as of December 18, 2024, that Transporter will provide transportation service, under Part 284 of FERC’s regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement (“Agreement”). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter’s FERC Gas Tariff, as may be revised from time to time (“Tariff”), and the terms, conditions and signatures of Shipper’s electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

X effective April 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:

 DUKE ENERGY INDIANA, LLC
 ATTN: Contract Administration
 525 S. TRYON STREET
 CHARLOTTE, NC 28202
 (800) 774-1202
 contract.admin@duke-energy.com

3. TERM OF SERVICE:

 (Date, Period-of-Time or Event): April 1, 2025
 to
 (Date, Period-of-Time or Event): October 31, 2048

4. SHIPPER’S STATUS:

 Local Distribution Company
 Intrastate Pipeline Company
 Interstate Pipeline Company
X Other: END-USER

5. TRANSPORTATION ON BEHALF OF:

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

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>April 1, 2025 - October 31, 2048</u>	<u>80,000</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 05/31/2028</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>80,000</u>	<u>NO</u>
<u>06/01/2028 - 10/31/2048</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>80,000</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 05/31/2028</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>80,000</u>	<u>NO</u>
<u>06/01/2028 - 10/31/2048</u>	<u>TBD</u>	<u>CenterPoint Vermillion</u>	<u>80,000</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:

_____ 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:

If the CenterPoint Vermillion County delivery point is not in-service by June 1, 2028, Shipper shall select new primary delivery point(s) for the portion of the term commencing on June 1, 2028. The eligible points that may be selected, subject to available point capacity at the time, as the new primary delivery point(s) are: Midwestern Edgar (PIN 43537, MIDWSTRN/REX EDGAR), PEPL Putnam (PIN 44415, PEPL/REX DEL PUTNAM), ANR Shelby (PIN 44416, ANR/REX SHELBY, Duke Madison (PIN 60783, REX/DEI MADISON STATION), TGT Johnson (PIN 60148, TGT/REX JOHNSON), TETCO Lebanon (PIN 44419, TET/REX LEB WARREN), and Tex Gas Lebanon (PIN 44420, TEX GAS/REX LEB WARREN). If at any time during the term of this FTSA, Transporter is able to place into service the CenterPoint Vermillion County delivery point, Shipper's primary delivery point(s) shall be moved back to the CenterPoint Vermillion County delivery point.

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: Duke Energy Indiana, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on December 18, 2024 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Duke Energy Indiana, LLC (“Shipper”).

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

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From April 1, 2025 through October 31, 2048.

1.2 **Transportation Agreement:** (i) Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 961067, dated December 18, 2024 (“E2W Capacity Enhancement FTSA”), (ii) Rate Schedule FTS, Agreement No. 961068, dated December 18, 2024 (“E2W FTSA”), and (iii) Rate Schedule FTS, Agreement No. 961070, dated December 18, 2024 (“W2E FTSA”) (collectively the “Transportation Agreements”).

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

1.3 **Eligible Firm Transportation Quantity:**

E2W Capacity Enhancement FTSA: 30,000 dekatherms per day (“Dth/d”).

E2W FTSA: 80,000 Dth/d

W2E FTSA: 130,000 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 (i) \$21.29167 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the E2W Capacity Enhancement FTSA and E2W FTSA (“E2W Negotiated Rate”) and (ii) \$3.65000 Dth/m multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the W2E FTSA (“W2E Negotiated Rate” with the E2W Negotiated Rate the “Negotiated Rates”).

1.5 Eligible Primary Receipt Point(s):

The E2W Negotiated Rate shall apply to service provided at the Primary Receipt Point(s) identified in the E2W Capacity Enhancement FTSA and E2W FTSA, provided that the resulting transportation path flows east-to-west. To be clear, the foregoing E2W Negotiated Rate does not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on REX.

The W2E Negotiated Rate shall apply to service provided at the Primary Receipt Point(s) identified in the W2E FTSA, provided that the resulting transportation path flows west-to-east. To be clear, the foregoing W2E Negotiated Rate does 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) for E2W Capacity Enhancement FTSA and E2W FTSA:

<u>NAME</u>	<u>LOCATION</u>
<u>DOMINION/REX CLAR MONROE</u>	<u>44424</u>
<u>E OH GAS/REX CLAR MONROE</u>	<u>44490</u>
<u>EQT OVC/REX ISALY MONROE</u>	<u>60062</u>
<u>EUREKA MIDSTREAM/REX CAMERON MONROE</u>	<u>60059</u>
<u>OHIO RIVER SYSTEM/REX BEARWALLOW MON</u>	<u>60060</u>
<u>RICE/REX GUNSLINGER MONROE</u>	<u>60065</u>
<u>LEBANON HUB POOL</u>	<u>44962</u>

1.7 Eligible Secondary Receipt Point(s) for W2E FTSA:

<u>NAME</u>	<u>LOCATION</u>
<u>REX Zone 3 Delivered Pool</u>	<u>60503</u>

1.8 Eligible Primary Delivery Point(s):

The E2W Negotiated Rate shall apply to service provided at the Primary Delivery Point(s) identified in the E2W Capacity Enhancement FTSA and E2W FTSA, provided that the resulting transportation path flows east-to-west. To be clear, the E2W Negotiated Rate does 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.

The W2E Negotiated Rate shall apply to service provided at the Primary Delivery Point(s) identified in the W2E FTSA, provided that the resulting transportation path flows west-to-east. To be clear, the W2E Negotiated Rate does not apply for nominated receipt point/delivery point paths that result in east-to-west transportation anywhere on REX.

1.9 Eligible Secondary Delivery Point(s) for E2W Capacity Enhancement FTSA and E2W FTSA:**April 1, 2025 – May 31, 2028:**

<u>NAME</u>	<u>LOCATION</u>
<u>MIDWSTRN/REX EDGAR</u>	<u>43537</u>
<u>PEPL/REX DEL PUTNAM</u>	<u>44415</u>
<u>TGT/REX JOHNSON</u>	<u>60148</u>
<u>ANR/REX SHELBY</u>	<u>44416</u>
<u>REX/DEI MADISON STATION</u>	<u>60783</u>
<u>TEX GAS/REX LEB WARREN</u>	<u>44420</u>
<u>TET/REX LEB WARREN</u>	<u>44419</u>
<u>OVRTHRUS/REX WAMSUTTER (OT #27) SWE</u>	<u>42804</u>
<u>CIG/REX FREWEN LAKE SWEETWATER</u>	<u>42228</u>
<u>WIC/REX BITTER CREEK</u>	<u>42230</u>

SWEETWATER

June 1, 2028 – October 31, 2048:

<u>NAME</u>	<u>LOCATION</u>
<u>MIDWSTRN/REX EDGAR</u>	<u>43537</u>
<u>PEPL/REX DEL PUTNAM</u>	<u>44415</u>
<u>TGT/REX JOHNSON</u>	<u>60148</u>
<u>ANR/REX SHELBY</u>	<u>44416</u>
<u>REX/DEI MADISON STATION</u>	<u>60783</u>
<u>TEX GAS/REX LEB WARREN</u>	<u>44420</u>
<u>TET/REX LEB WARREN</u>	<u>44419</u>

1.10 Eligible Secondary Delivery Point(s) for W2E FTSA:

<u>NAME</u>	<u>LOCATION</u>
<u>MIDWSTRN/REX EDGAR</u>	<u>43537</u>
<u>PEPL/REX DEL PUTNAM</u>	<u>44415</u>
<u>TGT/REX JOHNSON</u>	<u>60148</u>
<u>ANR/REX SHELBY</u>	<u>44416</u>
<u>REX/DEI MADISON STATION</u>	<u>60783</u>
<u>TEX GAS/REX LEB WARREN</u>	<u>44420</u>
<u>TET/REX LEB WARREN</u>	<u>44419</u>

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

2.1 General Negotiated Rate Limitations. The Negotiated Rates shall apply only to service provided to Shipper by REX under the Transportation Agreements (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 Agreements (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 REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff"). For service provided under the Transportation Agreements within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rates plus any additional incremental charge(s) identified herein.

2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in the Tariff shall apply to service provided to Shipper under the Transportation Agreements.

2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreements, 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 Rates are 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

DUKE ENERGY INDIANA, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____