



Rockies Express Pipeline LLC

March 31, 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	138.0.0
Original Volume – The Book of Contracts	
Section 2 – Table of Contents – Book of Contracts	157.0.0
Section 4.39 – NRA Indiana Gas Company K# 952633	18.0.0
Section 4.42 – NRA ConocoPhillips K #961049	16.0.0
Section 4.50 – NRA Constellation K# 961050	18.0.0
Section 4.51 – NRA NRG K# 961051	18.0.0
Section 4.52 – NRA Castleton K# 961052	16.0.0
Section 4.53 – NRA Shell K# 961056	12.0.0
Section 4.54 – NRA Castleton K# 961297	5.0.0
Section 4.60 – NRA Castleton K# 961298	4.0.0
Section 4.61 – NRA Castleton K# 961299	12.0.0
Section 4.67 – NRA IPLC K# 961311	6.0.0
Section 4.68 – NRA Mico K# 961431	8.0.0
Section 4.71 – NRA Twin Eagle K# 961435	3.0.0
Section 4.72 – NRA Stanchion K# 961436	6.0.0
Section 4.73 – NRA TC Energy K# 961437	6.0.0
Section 4.75 – NRA Koch K# 961438	1.0.0
Section 4.76 – NRA Mico K# 961439	1.0.0

Section 4.77 – NRA Morgan Stanley K# 961440	1.0.0
Section 4.78 – NRA Twin Eagle K# 961548	1.0.0
Section 4.80 – NRA Radiate K# 961558	1.0.0
Section 4.93 – NRA Reserved	1.0.0
Section 4.94 – NRA Reserved	1.0.0
Section 4.95 – NRA Reserved	1.0.0
Section 4.96 – NRA Reserved	1.0.0

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

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

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

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

Indiana Gas Company, D/B/A Centerpoint Energy Indiana (“Indiana Gas Company”), Contract No. 952633
ConocoPhillips Company (“ConocoPhillips”), Contract No. 961049
Constellation Energy Generation, LLC (“Constellation”), Contract No. 961050
NRG Business Marketing LLC (“NRG”), Contract No. 961051
Castleton Commodities Merchant Trading L.P. (“Castleton”), Contract Nos. 961052, 961297, 961298, and 961299.
Shell Energy North America (US), L.P. (“Shell”), Contract No. 961056
Indianapolis Power & Light Company (“IPLC”), Contract No. 961311
Mieco, Inc. (“Mieco”), Contract Nos. 961431 and 961439
Twin Eagle Resource Management, LLC (“Twin Eagle”), Contract Nos. 961435 and 961548
Stanchion Gas Marketing, LLC (“Stanchion”), Contract No. 961436
TC Energy Marketing Inc (“TC Energy”), Contract No. 961437
Koch Energy Services, LLC (“Koch”), Contract No. 961438
Morgan Stanley Capital Group Inc (“Morgan Stanley”), Contract No. 961440
Radiate Energy LLC (“Radiate”), Contract No. 961558

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

Pursuant to Section 33 of the General Terms and Conditions of its Tariff, Rockies Express has authority to negotiate rates in accordance with the Commission’s Policy Statement on the Alternatives to Traditional

¹ 18 CFR § 154 (2024).

Cost of Service Ratemaking for Natural Gas Pipelines (“Policy Statement”).² This policy requires either the filing of the negotiated rate agreement or a tariff section reflecting the essential elements of the negotiated rate agreement.

Accordingly, Rockies Express herein files nineteen new TSAs, together with the Proposed Tariff Sections, of which the tariff section labeled “Negotiated Rates – 4,” Section Version No. 138.0.0, lists the subject agreements, including, *inter alia*, the shippers’ names, contract numbers, and contract terms, as well as a reference to this instant filing.

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

Housekeeping Matters

As part of this filing, Rockies Express is also reflecting in the Proposed Tariff Sections the following housekeeping changes, with a proposed effective date of April 1, 2025:

Third Revised Volume No. 1:

Negotiated Rates – 4, Version No. 138.0.0

- Footnote 31: Add the appropriate docket number to the footnote.
- Remove footnotes 17, 22, 26, 27, 29, and 30, and reserve for future use.
- Remove references to Contract Nos. 954057, 954227, 956714, 959357, 959360, 959362, 959364, 959366, 959368, 959372, 959862, 959863, 959864, 960657, 960683, 960688, 960758, 960762, 960784, 961362, 961368, 961369, and 961422, as they expire on March 31, 2025.

Original Volume – The Book of Contracts

Section 2 – Table of Contents – Book of Contracts, Version 157.0.0

- Remove references to Contract Nos. 954057, 954227, 956714, 959357, 959360, 959362, 959364, 959366, 959368, 959372, 959862, 959863, 959864, 960657, 960683, 960688, 960758, 960762, and 960784, as they expire on March 31, 2025.
- Remove references to Contract Nos. 961362, 961368, 961369, and 961422, as they expire on March 31, 2025, and reserve for future use.

Section 4.93 – NRA Reserved, Version 1.0.0

- Remove Contract No. 961362, as the contract expires on March 31, 2025, and reserve for future use.

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

Section 4.94 – NRA Reserved, Version 1.0.0

- Remove Contract No. 961368, as the contract expires on March 31, 2025, and reserve for future use.

Section 4.95 – NRA Reserved, Version 1.0.0

- Remove Contract No. 961369, as the contract expires on March 31, 2025, and reserve for future use.

Section 4.96 – NRA Reserved, Version 1.0.0

- Remove Contract No. 961422, as the contract expires on March 31, 2025, and reserve for future use.

Procedural Matters

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

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

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

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:

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

Debbie-Anne A. Reese, Secretary

March 31, 2025

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A copy of this filing is being served on Rockies Express' customers and all interested state commissions. A copy of this filing is also available for inspection during regular business hours at Rockies Express' office in Lakewood, Colorado.

Certification

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'L. Drew Cutright', written over a horizontal line.

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

Authorized Representative of Rockies Express Pipeline LLC

Clean Tariff Records

STATEMENT OF NEGOTIATED RATES

Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Ascent Resources – Utica, LLC <u>2/</u>	949011 (FT)	December 13, 2016 January 5, 2032	150,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949013 (FT)	December 13, 2016 January 5, 2032	130,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949014 (FT)	December 13, 2016 January 5, 2032	70,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Vectren Energy Delivery of Indiana, Inc. <u>2/</u>	949017 (FT)	May 1, 2017 April 30, 2032	60,000	<u>18/</u>	<u>18/</u>	<u>18/</u>	<u>18/</u>
Jay-Bee Oil & Gas, Inc. <u>2/</u>	949018 (FT)	December 13, 2016 January 5, 2032	150,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Spire Marketing Inc. <u>2/</u>	949208 (FT)	December 13, 2016 January 5, 2032	20,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Citizens Gas <u>2/</u>	949295 (FT)	December 13, 2016 January 5, 2032	20,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949347 (FT)	December 13, 2016 January 5, 2032	25,000	<u>5/</u>	<u>5/</u>	<u>5/</u>	<u>5/</u>
EQT Energy, LLC <u>2/</u>	949348 (FT)	December 13, 2016 January 5, 2032	25,000	<u>5/</u>	<u>5/</u>	<u>5/</u>	<u>5/</u>
Duke Energy Indiana, LLC <u>2/</u>	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: 138.0.0

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>
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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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.
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>
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>
Spire Missouri Inc.	958854 (FT)	November 1, 2023 March 31, 2026	11-1-23 to 3-31-24 – 20,000 4-1-24 to 10-31-24 – 0 11-1-24 to 3-31-25 – 20,000 4-1-25 to 10-31-25 – 0 11-1-25 to 3-31-26 – 20,000	<u>16/</u>	<u>16/</u>	<u>16/</u>	<u>16/</u>

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

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Indianapolis Power & Light Company	957455 (FT)	January 4, 2025 October 31, 2025	15,000	<u>20/</u>	<u>20/</u>	<u>20/</u>	<u>20/</u>
Hartree Partners, L.P.	956480 (FT)	April 1, 2023 March 31, 2026	38,600	<u>25/</u>	<u>25/</u>	<u>25/</u>	<u>25/</u>
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>
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>

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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.
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>
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>
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>
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>

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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.
Indiana Gas Company, D/B/A Centerpoint Energy Indiana	952633 (FT)	April 1, 2025 March 31, 2028	4-1-25 to 10-31-25 – 0 11-1-25 to 3-31-26 – 60,000 4-1-26 to 10-31-26 – 0 11-1-26 to 3-31-27 – 60,000 4-1-27 to 10-31-27 – 0 11-1-27 to 3-31-28 – 60,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
ConocoPhillips Company	961049 (FT)	April 1, 2025 March 31, 2027	15,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Constellation Energy Generation, LLC	961050 (FT)	April 1, 2025 March 31, 2027	30,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
NRG Business Marketing LLC	961051 (FT)	April 1, 2025 March 31, 2027	50,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Castleton Commodities Merchant Trading L.P.	961052 (FT)	April 1, 2025 March 31, 2027	15,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Shell Energy North America (US), L.P.	961056 (FT)	April 1, 2025 March 31, 2027	40,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Castleton Commodities Merchant Trading L.P.	961297 (PALS)	April 1, 2025 March 31, 2026	40,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Castleton Commodities Merchant Trading L.P.	961298 (PALS)	April 1, 2025 March 31, 2026	40,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Castleton Commodities Merchant Trading L.P.	961299 (PALS)	April 1, 2025 March 31, 2026	20,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>

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Third Revised Volume No. 1Negotiated Rates - 4
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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Indianapolis Power & Light Company	961311 (FT)	April 1, 2025 March 31, 2035	150,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Mieco, Inc.	961431 (FT)	April 1, 2025 October 31, 2025	50,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Twin Eagle Resource Management, LLC	961435 (FT)	April 1, 2025 October 31, 2027	10,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Stanchion Gas Marketing, LLC	961436 (FT)	April 1, 2025 June 30, 2027	30,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
TC Energy Marketing Inc	961437 (FT)	April 1, 2025 March 31, 2027	20,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Koch Energy Services, LLC	961438 (FT)	April 1, 2025 March 31, 2028	30,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Mieco, Inc.	961439 (FT)	April 1, 2025 October 31, 2027	7,500	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Morgan Stanley Capital Group Inc	961440 (FT)	April 1, 2025 June 30, 2027	10,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Twin Eagle Resource Management, LLC	961548 (FT)	April 1, 2025 October 31, 2025	10,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Radiate Energy LLC	961558 (FT)	April 1, 2025 October 31, 2025	20,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</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/ Reserved for future use.
- 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/ Reserved for future use.
- 23/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2021 at Docket No. RP21-683 and further amended on March 31, 2023 at Docket No. RP23-653.
- 24/ This information is set out in the negotiated rate agreement filed with the Commission on March 29, 2024 at Docket No. RP24-618.
- 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/ Reserved for future use.
- 27/ Reserved for future use.
- 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/ Reserved for future use.
- 30/ Reserved for future use.
- 31/ This information is set out in the negotiated rate agreement filed with the Commission on March 7, 2025 at Docket No. RP25-696.
- 32/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2025 at Docket No. RP25-____.

2.0 Table of Contents

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

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

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

4.0 List of Conforming Negotiated Rate Contracts Found in this Tariff

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

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

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Shipper Name	Section #	Section Name
BP Energy Company K# 553076-01	4.34	Section 4.34 – NRA BP K# 553076-01
BP Energy Company K# 553076-02	4.35	Section 4.35 – NRA BP K# 553076-02
BP Energy Company K# 553076-03	4.36	Section 4.36 – NRA BP K# 553076-03
EOG Resources Inc. K# 553083	4.37	Section 4.37 – NRA EOG K# 553083
L-H Battery Company, Incorporated K# 959468	4.38	Section 4.38 – NRA L-H Battery K#959468
Indiana Gas Company, D/B/A Centerpoint Energy Indiana K# 952633	4.39	Section 4.39 – NRA Indiana Gas Company K# 952633
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
ConocoPhillips CompanyK# 961049	4.42	Section 4.42 – NRA ConocoPhillips K# 961049
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
Constellation Energy Generation, LLC K# 961050	4.50	Section 4.50 – NRA Constellation K# 961050
NRG Business Marketing LLC K# 961051	4.51	Section 4.51 – NRA NRG K# 961051
Castleton Commodities Merchant Trading L.P. K#	4.52	Section 4.52 – NRA

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Shipper Name	Section #	Section Name
961052		Castleton K# 961052
Shell Energy North America (US), L.P. K# 961056	4.53	Section 4.53 – NRA Shell K# 961056
Castleton Commodities Merchant Trading L.P. K# 961297	4.54	Section 4.54 – NRA Castleton K# 961297
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
Castleton Commodities Merchant Trading L.P. K# 961298	4.60	Section 4.60 – NRA Castletonl K# 961298
Castleton Commodities Merchant Trading L.P. K# 961299	4.61	Section 4.61 – NRA Castleton K# 961299
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
Indianapolis Power & Light Company K# 961311	4.67	Section 4.67 – NRA IPLC K# 961311
Mieco, Inc K# 961431	4.68	Section 4.68 – NRA Mieco K# 961431

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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
Twin Eagle Resource Management, LLC K# 961435	4.71	Section 4.71 – NRA Twin Eagle K# 961435
Stanchion Gas Marketing, LLC K# 961436	4.72	Section 4.72 – NRA Stanchion K# 961436
TC Energy Marketing Inc K# 961437	4.73	Section 4.73 – NRA TC Energy K# 961437
Union Electric Company, D/B/A Ameren Missouri K# 960682	4.74	Section 4.74 – NRA UEC K# 960682
Koch Energy Services, LLC K# 961438	4.75	Section 4.75 – NRA Koch K# 961438
Mieco, Inc K# 961439	4.76	Section 4.76 – NRA Mieco K# 961439
Morgan Stanley Capital Group Inc K# 961440	4.77	Section 4.77 – NRA Morgan Stanley K# 961440
Twin Eagle Resource Management, LLC K# 961548	4.78	Section 4.78 – NRA Twin Eagle K# 961548
Stanchion Gas Marketing, LLC K# 960781	4.79	Section 4.79 – NRA Stanchion K# 960781
Radiate Energy LLC K# 961558	4.80	Section 4.80 – NRA Radiate K# 961558
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
Reserved	4.93	Section 4.93 – NRA Reserved
Reserved	4.94	Section 4.94 – NRA Reserved
Reserved	4.95	Section 4.95 – NRA Reserved
Reserved	4.96	Section 4.96 – NRA Reserved
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

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of January 30, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

_____ effective _____ and is the original contract.

 X effective April 1, 2025, this Amendment No. 2 amends and restates
FTS Contract No. 952633 effective August 12, 2019

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

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

INDIANA GAS COMPANY, INC DBA
CENTERPOINT ENERGY INDIANA
ATTN: Brad Spencer
ONE VECTREN SQUARE
Evansville, IN 47708
(812) 491-4670
brad.spencer@centerpointenergy.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2019
to

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

4. SHIPPER'S STATUS:

_____ Local Distribution Company
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
 X Other: OTHER

Rockies Express Pipeline LLC

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Section 4.39 - NRA Indiana Gas Company K# 952633

Section Version: 18.0.0

5. TRANSPORTATION ON BEHALF OF:

☒ Local Distribution Company
☐ Intrastate Pipeline Company
☐ Interstate Pipeline Company
☐ Other: _____

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, 2025</u>	<u>0</u>
<u>November 1, 2025 - March 31, 2026</u>	<u>60,000</u>
<u>April 1, 2026 - October 31, 2026</u>	<u>0</u>
<u>November 1, 2026 - March 31, 2027</u>	<u>60,000</u>
<u>April 1, 2027 - October 31, 2027</u>	<u>0</u>
<u>November 1, 2027 - March 31, 2028</u>	<u>60,000</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 - 10/31/2025</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>0</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>60,000</u>	<u>NO</u>
<u>04/01/2026 - 10/31/2026</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>0</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>60,000</u>	<u>NO</u>
<u>04/01/2027 - 10/31/2027</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>0</u>	<u>NO</u>
<u>11/01/2027 -</u>	<u>42234</u>	<u>WHITE RI/REX</u>	<u>60,000</u>	<u>NO</u>

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<u>03/31/2028</u>		<u>MEEKER RIO</u> <u>BLANCO</u>		
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8. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY (“MDDQ”):

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 10/31/2025</u>	<u>44590</u>	<u>VEC IN/REX</u> <u>DECATUR</u>	<u>0</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>44590</u>	<u>VEC IN/REX</u> <u>DECATUR</u>	<u>60,000</u>	<u>NO</u>
<u>04/01/2026 - 10/31/2026</u>	<u>44590</u>	<u>VEC IN/REX</u> <u>DECATUR</u>	<u>0</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>44590</u>	<u>VEC IN/REX</u> <u>DECATUR</u>	<u>60,000</u>	<u>NO</u>
<u>04/01/2027 - 10/31/2027</u>	<u>44590</u>	<u>VEC IN/REX</u> <u>DECATUR</u>	<u>0</u>	<u>NO</u>
<u>11/01/2027 - 03/31/2028</u>	<u>44590</u>	<u>VEC IN/REX</u> <u>DECATUR</u>	<u>60,000</u>	<u>NO</u>

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

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

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

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

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

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

☐ Not Applicable

☒ Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Indiana Gas Company, Inc DBA CenterPoint
Energy Indiana North

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on January 30, 2025 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and Indiana Gas Company, Inc d/b/a CenterPoint Energy Indiana (“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 March 31, 2028.

1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 952633, dated January 30, 2025(the "Transportation Agreement").

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

1.3 **Eligible Firm Transportation Quantity:**

April 1, 2025 – October 31, 2025	0 dekatherms per day (“Dth/d”)
November 1, 2025 – March 31, 2026	60,000 Dth/d
April 1, 2026 – October 31, 2026	0 Dth/d
November 1, 2026 – March 31, 2027	60,000 Dth/d
April 1, 2027 – October 31, 2027	0 Dth/d
November 1, 2027 – March 31, 2028	60,000 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 \$12.16667 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

1.7 Eligible Primary Delivery Point(s):

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

1.8 Eligible Secondary Delivery Point(s):

<u>NAME</u>	<u>LOCATION</u>
VECTREN NORTH/REX BAINBRIDGE PUTNAM	60159
VECTREN NORTH/REX AMO HENDRICKS	60160
PEPL/REX DEL PUTNAM	44415
ANR/REX SHELBY	44416
TGT/REX JOHNSON	60148
	—

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

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

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.39 - NRA Indiana Gas Company K# 952633

Section Version: 18.0.0

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

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

ROCKIES EXPRESS PIPELINE LLC

INDIANA GAS COMPANY, INC. D/B/A
CENTERPOINT ENERGY INDIANA

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 12, 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:

CONOCOPHILLIPS COMPANY

ATTN: Sandy Lynn

925 N. ELDRIDGE PARKWAY, 20TH FLOOR-EC4

HOUSTON, TX 77079

(832) 338-9345

sandy.l.lynn@conocophillips.com

3. TERM OF SERVICE:

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

to

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

4. SHIPPER'S STATUS:

 Local Distribution Company

 Intrastate Pipeline Company

 Interstate Pipeline Company

 X Other: PRODUCER

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.42 - NRA ConocoPhillips K# 961049

Section Version: 16.0.0

5. TRANSPORTATION ON BEHALF OF:

☐ Local Distribution Company☐ Intrastate Pipeline Company☐ Interstate Pipeline Company☒ Other: SHIPPER

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

(Date, Period-of-Time or Event)MDQApril 1, 2025 - March 31, 202715,000

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 10/31/2025</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>15,000</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>15,000</u>	<u>YES</u>
<u>04/01/2026 - 10/31/2026</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>15,000</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>15,000</u>	<u>YES</u>

Issued on: March 31, 2025

Effective on: April 1, 2025

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 - 10/31/2025</u>	<u>44416</u>	<u>ANR/REX SHELBY</u>	<u>15,000</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>15,000</u>	<u>NO</u>
<u>04/01/2026 - 10/31/2026</u>	<u>44416</u>	<u>ANR/REX SHELBY</u>	<u>15,000</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>15,000</u>	<u>NO</u>

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

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

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

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

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

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

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

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

☐ Yes
☒ No

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

☐ Yes
☒ No

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

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

(Check one):

☒ Not Applicable
☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

☒ Not Applicable
☐ Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: ConocoPhillips Company

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on December 12, 2024 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and ConocoPhillips Company (“Shipper”).

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

ARTICLE 1 NEGOTIATED RATE PARAMETERS

1.1 **Negotiated Rate Term:** From April 1, 2025 through March 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS Agreement No. 961049, dated December 12, 2024 (the “Transportation Agreement”).

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

1.3 **Eligible Firm Transportation Quantity:** 15,000 dekatherms per day (“Dth/d”).

1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$9.61200 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

April 1, 2025 – October 31, 2025 and April 1, 2026 – October 31, 2026

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

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

November 1, 2025 – March 31, 2026 and November 1, 2026 – March 31, 2027

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

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

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

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

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

April 1, 2025 – October 31, 2025 and April 1, 2026 – October 31, 2026

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

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

November 1, 2025 – March 31, 2026 and November 1, 2026 – March 31, 2027

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

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

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

- 2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in the Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) stated in Section 1.4, plus any additional incremental charge(s) identified herein.
- 2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's FERC Tariff shall apply to service provided to Shipper under the Transportation Agreement.
- 2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

ROCKIES EXPRESS PIPELINE LLC

CONOCOPHILLIPS COMPANY

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 12, 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:

CONSTELLATION ENERGY GENERATION, LLC
ATTN: Craig Hopmann
9400 BUNSEN PARKWAY, SUITE 100
LOUISVILLE, KY 40220
(410) 533-3131
craig.hopmann@constellation.com

3. TERM OF SERVICE:

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

to

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

4. SHIPPER'S STATUS:

 Local Distribution Company

 Intrastate Pipeline Company

 Interstate Pipeline Company

 X Other: MARKETER

Rockies Express Pipeline LLC

FERC Gas Tariff

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Section 4.50 - NRA Constellation K# 961050

Section Version: 18.0.0

5. TRANSPORTATION ON BEHALF OF:

☐ Local Distribution Company☐ Intrastate Pipeline Company☐ Interstate Pipeline Company☒ Other: SHIPPER

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

(Date, Period-of-Time or Event)MDQApril 1, 2025 - March 31, 202730,000

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 10/31/2025</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>30,000</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>30,000</u>	<u>YES</u>
<u>04/01/2026 - 10/31/2026</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>30,000</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>30,000</u>	<u>YES</u>

Issued on: March 31, 2025

Effective on: April 1, 2025

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 - 10/31/2025</u>	<u>60148</u>	<u>TGT/REX JOHNSON</u>	<u>30,000</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>30,000</u>	<u>NO</u>
<u>04/01/2026 - 10/31/2026</u>	<u>60148</u>	<u>TGT/REX JOHNSON</u>	<u>30,000</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>30,000</u>	<u>NO</u>

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

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

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

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

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

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Constellation Energy Generation, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on December 12, 2024 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and Constellation Energy Generation, LLC (“Shipper”).

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

ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 **Negotiated Rate Term:** From April 1, 2025 through March 31, 2027.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961050, dated December 12, 2024 (the “Transportation Agreement”).

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

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

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$9.11970 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

April 1, 2025 – October 31, 2025 and April 1, 2026 – October 31, 2026

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

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

November 1, 2025 – March 31, 2026 and November 1, 2026 – March 31, 2027

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

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

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

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

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

April 1, 2025 – October 31, 2025 and April 1, 2026 – October 31, 2026

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

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

November 1, 2025 – March 31, 2026 and November 1, 2026 – March 31, 2027

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

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

- 2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1

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

- 2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.
- 2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

ROCKIES EXPRESS PIPELINE LLC

CONSTELLATION ENERGY GENERATION,
LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of December 12, 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:

NRG BUSINESS MARKETING LLC
ATTN: Shawn Parsell
194 WOOD AVE SOUTH
ISELIN, NJ 08830
(732) 516-7188
shawn.parsell@directenergy.com

3. TERM OF SERVICE:

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

to

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

4. SHIPPER'S STATUS:

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

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.51 - NRA NRG K# 961051

Section Version: 18.0.0

5. TRANSPORTATION ON BEHALF OF:

☐ Local Distribution Company☐ Intrastate Pipeline Company☐ Interstate Pipeline Company☒ Other: SHIPPER

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

(Date, Period-of-Time or Event)MDQApril 1, 2025 - March 31, 202750,000

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 10/31/2025</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>50,000</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>50,000</u>	<u>YES</u>
<u>04/01/2026 - 10/31/2026</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>50,000</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>50,000</u>	<u>YES</u>

Issued on: March 31, 2025

Effective on: April 1, 2025

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 - 10/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>50,000</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>50,000</u>	<u>NO</u>
<u>04/01/2026 - 10/31/2026</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>50,000</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>50,000</u>	<u>NO</u>

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

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

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

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

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

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: NRG Business Marketing LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on December 12, 2024 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and NRG Business Marketing LLC (“Shipper”).

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

ARTICLE 1 NEGOTIATED RATE PARAMETERS

1.1 **Negotiated Rate Term:** From April 1, 2025 through March 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961051, dated December 12, 2024 (the “Transportation Agreement”).

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

1.3 **Eligible Firm Transportation Quantity:** 50,000 dekatherms per day (“Dth/d”).

1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$10.12960 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

April 1, 2025 – October 31, 2025 and April 1, 2026 – October 31, 2026

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

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

November 1, 2025 – March 31, 2026 and November 1, 2026 – March 31, 2027

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

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

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

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

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

April 1, 2025 – October 31, 2025 and April 1, 2026 – October 31, 2026

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

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

November 1, 2025 – March 31, 2026 and November 1, 2026 – March 31, 2027

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

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

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

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

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

ROCKIES EXPRESS PIPELINE LLC

NRG BUSINESS MARKETING LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of December 12, 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:

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

3. TERM OF SERVICE:

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

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

4. SHIPPER'S STATUS:

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

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.52 - NRA Castleton K# 961052

Section Version: 16.0.0

5. TRANSPORTATION ON BEHALF OF:

☐ Local Distribution Company☐ Intrastate Pipeline Company☐ Interstate Pipeline Company☒ Other: SHIPPER

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

(Date, Period-of-Time or Event)MDQApril 1, 2025 - March 31, 202715,000

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 10/31/2025</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>15,000</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>15,000</u>	<u>YES</u>
<u>04/01/2026 - 10/31/2026</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>15,000</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>15,000</u>	<u>YES</u>

Issued on: March 31, 2025

Effective on: April 1, 2025

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 - 10/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>15,000</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>15,000</u>	<u>NO</u>
<u>04/01/2026 - 10/31/2026</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>15,000</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>15,000</u>	<u>NO</u>

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

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

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

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

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

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

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

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on December 12, 2024 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Castleton Commodities Merchant Trading L.P.** (“Shipper”).

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

ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 **Negotiated Rate Term:** From April 1, 2025 through March 31, 2027.
- 1.2 **Transportation Agreement:** Rate Schedule FTS Agreement No. 961052, dated December 12, 2024 (the “Transportation Agreement”).

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

- 1.3 **Eligible Firm Transportation Quantity:** 15,000 dekatherms per day (“Dth/d”).
- 1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$8.69000 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

April 1, 2025 – October 31, 2025 and April 1, 2026 – October 31, 2026

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

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

November 1, 2025 – March 31, 2026 and November 1, 2026 – March 31, 2027

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

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

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

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

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

April 1, 2025 – October 31, 2025 and April 1, 2026 – October 31, 2026

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

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

November 1, 2025 – March 31, 2026 and November 1, 2026 – March 31, 2027

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

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

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

- 2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in the Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) stated in Section 1.4, plus any additional incremental charge(s) identified herein.
- 2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's FERC Tariff shall apply to service provided to Shipper under the Transportation Agreement.
- 2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

ROCKIES EXPRESS PIPELINE LLC

CASTLETON COMMODITIES MERCHANT
TRADING L.P.
BY: CASTLETON COMMODITIES
TRADING GP LLC
ITS GENERAL PARTNER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.52 - NRA Castleton K# 961052

Section Version: 16.0.0

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 12, 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:

SHELL ENERGY NORTH AMERICA (US), L.P.
ATTN: Hung Nguyen
1000 MAIN STREET, LEVEL 1
HOUSTON, TX 77002
(731) 231-4380
h.nguyen2@shell.com

3. TERM OF SERVICE:

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

to

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

4. SHIPPER'S STATUS:

 Local Distribution Company

 Intrastate Pipeline Company

 Interstate Pipeline Company

 X Other: MARKETER

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.53 - NRA Shell K# 961056

Section Version: 12.0.0

5. TRANSPORTATION ON BEHALF OF:

☐ Local Distribution Company☐ Intrastate Pipeline Company☐ Interstate Pipeline Company☒ Other: SHIPPER

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

(Date, Period-of-Time or Event)MDQApril 1, 2025 – March 31, 202740,000

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 10/31/2025</u>	<u>60364</u>	<u>REX/REX</u> <u>CHEYENNE</u> <u>COMPRESSION</u> <u>POOL</u>	<u>40,000</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>40,000</u>	<u>YES</u>
<u>04/01/2026 - 10/31/2026</u>	<u>60364</u>	<u>REX/REX</u> <u>CHEYENNE</u> <u>COMPRESSION</u> <u>POOL</u>	<u>40,000</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>40,000</u>	<u>YES</u>

Issued on: March 31, 2025

Effective on: April 1, 2025

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 - 10/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>40,000</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>40,000</u>	<u>NO</u>
<u>04/01/2026 - 10/31/2026</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>40,000</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>40,000</u>	<u>NO</u>

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

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

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

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

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

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Shell Energy North America (US), L.P.

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on December 12, 2024 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Shell Energy North America (US), L.P.** (“Shipper”).

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

ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 **Negotiated Rate Term:** From April 1, 2025 through March 31, 2027.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961056, dated December 12, 2024 (the “Transportation Agreement”).

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

- 1.3 **Eligible Firm Transportation Quantity:** 40,000 dekatherms per day (“Dth/d”).
- 1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$10.03750 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

April 1, 2025 – October 31, 2025 and April 1, 2026 – October 31, 2026

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

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

November 1, 2025 – March 31, 2026 and November 1, 2026 – March 31, 2027

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

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

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

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

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

April 1, 2025 – October 31, 2025 and April 1, 2026 – October 31, 2026

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

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

November 1, 2025 – March 31, 2026 and November 1, 2026 – March 31, 2027

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

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

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

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

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

ROCKIES EXPRESS PIPELINE LLC

SHELL ENERGY NORTH AMERICA (US),
L.P.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

PALS REQUEST ORDER FORM

DATED: February 11, 2025

Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.

PALS Agreement #: 552795

Type of Service: Park X Loan X

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

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

Maximum Aggregate Quantity: 40,000 (Dth)

Minimum Aggregate Quantity: 0 (Dth)

Term: Start April 1, 2025 End March 31, 2026

Schedule:

Date(s) Service to be Provided		Daily Quantity (Dth)			
		<input checked="" type="checkbox"/> Park or <input checked="" type="checkbox"/> Loan Payback		<input checked="" type="checkbox"/> Loan or <input checked="" type="checkbox"/> Park Payback	
		Minimum	Maximum	Minimum	Maximum
<u>04/01/2025</u>	<u>03/31/2026</u>	<u>0</u>	<u>20,000</u>	<u>0</u>	<u>20,000</u>

Rates:

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

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

Dates		Rate Description	Rate (\$/dth)
From	Through		
04/01/2025	03/31/2026	Initial Rate	See Additional Terms Permitted by Tariff
04/01/2025	03/31/2026	Balance Rate	See Additional Terms Permitted by Tariff
04/01/2025	03/31/2026	Completion Rate	See Additional Terms Permitted by Tariff

ADDITIONAL TERMS PERMITTED TARIFF:

For each month of the Term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Monthly Fee of \$442,500/month for the entirety of service provided under this Request Order 961297, Request Order 961298 and Request Order 961299. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 961297, Request Order 961298 and Request Order 961299; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 961297, Request Order 961298 and Request Order 961299 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 961297, Request Order 961298 and Request Order 961299; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS. It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order. Shipper must have a zero Dth balance at the end of each contract term.

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

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

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

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

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

Shipper Approval:

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: Its General Partner

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

PALS REQUEST ORDER FORM

 DATED: February 11, 2025

 Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.

 PALS Agreement #: 552795

 Type of Service: Park X Loan X

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

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

 Maximum Aggregate Quantity: 40,000 (Dth)

 Minimum Aggregate Quantity: 0 (Dth)

 Term: Start April 1, 2025 End March 31, 2026
Schedule:

Date(s) Service to be Provided		Daily Quantity (Dth)			
		<input checked="" type="checkbox"/> Park or <input checked="" type="checkbox"/> Loan Payback		<input checked="" type="checkbox"/> Loan or <input checked="" type="checkbox"/> Park Payback	
		Minimum	Maximum	Minimum	Maximum
<u>04/01/2025</u>	<u>03/31/2026</u>	<u>0</u>	<u>20,000</u>	<u>0</u>	<u>20,000</u>

Rates:

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

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

Dates		Rate Description	Rate (\$/dth)
From	Through		
04/01/2025	03/31/2026	Initial Rate	See Additional Terms Permitted by Tariff
04/01/2025	03/31/2026	Balance Rate	See Additional Terms Permitted by Tariff
04/01/2025	03/31/2026	Completion Rate	See Additional Terms Permitted by Tariff

ADDITIONAL TERMS PERMITTED TARIFF:

For each month of the Term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Monthly Fee of \$442,500/month for the entirety of service provided under this Request Order 961298, Request Order 961297 and Request Order 961299. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 961297, Request Order 961298 and Request Order 961299; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 961297, Request Order 961298 and Request Order 961299 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 961297, Request Order 961298 and Request Order 961299; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS. It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order. Shipper must have a zero Dth balance at the end of each contract term.

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

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

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

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

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

Shipper Approval:

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: Its General Partner

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

PALS REQUEST ORDER FORM

DATED: February 11, 2025

Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.

PALS Agreement #: 552795

Type of Service: Park X Loan X

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

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

Maximum Aggregate Quantity: 20,000 (Dth)

Minimum Aggregate Quantity: 0 (Dth)

Term: Start April 1, 2025 End March 31, 2026

Schedule:

Date(s) Service to be Provided		Daily Quantity (Dth)			
		<input checked="" type="checkbox"/> Park or <input checked="" type="checkbox"/> Loan Payback		<input checked="" type="checkbox"/> Loan or <input checked="" type="checkbox"/> Park Payback	
From	Through	Minimum	Maximum	Minimum	Maximum
<u>04/01/2025</u>	<u>03/31/2026</u>	<u>0</u>	<u>10,000</u>	<u>0</u>	<u>10,000</u>

Rates:

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

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

Dates		Rate Description	Rate (\$/dth)
From	Through		
04/01/2025	03/31/2026	Initial Rate	See Additional Terms Permitted by Tariff
04/01/2025	03/31/2026	Balance Rate	See Additional Terms Permitted by Tariff
04/01/2025	03/31/2026	Completion Rate	See Additional Terms Permitted by Tariff

ADDITIONAL TERMS PERMITTED TARIFF:

For each month of the Term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Monthly Fee of \$442,500/month for the entirety of service provided under this Request Order 961299, Request Order 961297 and Request Order 961298. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 961297, Request Order 961298 and Request Order 961299; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 961297, Request Order 961298 and Request Order 961299 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 961297, Request Order 961298 and Request Order 961299; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS. It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order. Shipper must have a zero Dth balance at the end of each contract term.

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

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

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

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

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

Shipper Approval:

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: Its General Partner

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of February 13, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

 X effective 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:

INDIANAPOLIS POWER & LIGHT COMPANY
ATTN: Alex Dickerson
ONE MONUMENT CIRCLE
INDIANAPOLIS, IN 46204
(317) 261-8707
alex.dickerson@aes.com

3. TERM OF SERVICE:

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

to

(Date, Period-of-Time or Event): March 31, 2035

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"):

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

April 1, 2025 - March 31, 2035 150,000

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 03/31/2035</u>	<u>60364</u>	<u>REX/REX</u> <u>CHEYENNE</u> <u>COMPRESSION</u> <u>POOL</u>	<u>150,000</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 - 03/31/2035</u>	<u>44430</u>	<u>CITIZENS/REX</u> <u>MORGAN</u>	<u>150,000</u>	<u>NO</u>

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

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

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

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

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

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

☐ Not Applicable

☒ Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Indianapolis Power & Light Company

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on March 20, 2025 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Indianapolis Power & Light Company ("Shipper"). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Negotiated Rate Agreement between the parties hereto, dated February 13, 2025, and applicable to the Transportation Agreement identified in Section 1.2 below.

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

ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 **Negotiated Rate Term:** From April 1, 2025 through March 31, 2035.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961311, dated February 13, 2025 (the "Transportation Agreement").

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

- 1.3 **Eligible Firm Transportation Quantity:** 150,000 dekatherms per day ("Dth/d").
- 1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$7.60417 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s)").

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

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

- 1.6 **Eligible Secondary Receipt Point(s):** All points in Zone 1, Segments 160* and 170*, excluding Segments 700, 710, 720, 730, 740, and 750.

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

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

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

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

<u>NAME</u>	<u>LOCATION</u>
PEPL/REX DEL PUTNAM	44415
MIDWSTRN/REX EDGAR	43537
CITIZENS/REX MORGAN	44430
TGT/REX JOHNSON	60148
TRUNKLNE/REX DOUGLAS	44414
VECTREN NORTH/REX EAGLE VALLEY MORGAN	60157 —

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

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

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.67 - NRA IPLC K# 961311

Section Version: 6.0.0

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

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

ROCKIES EXPRESS PIPELINE LLC

INDIANAPOLIS POWER &
LIGHT COMPANY

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 March 5, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

 X effective 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:

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

3. TERM OF SERVICE:

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

to

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

4. SHIPPER'S STATUS:

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

5. TRANSPORTATION ON BEHALF OF:

☐ Local Distribution Company
☐ Intrastate Pipeline Company
☐ Interstate Pipeline Company
☒ Other: SHIPPER

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

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

April 1, 2025 - October 31, 2025 50,000

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 10/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>50,000</u>	<u>YES</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 10/31/2025</u>	<u>42228</u>	<u>CIG/REX FREWEN LAKE SWEETWATER</u>	<u>50,000</u>	<u>NO</u>

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

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

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

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

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

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Mico, Inc.

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on March 5, 2025 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Mico, Inc. ("Shipper").

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

ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 **Negotiated Rate Term:** From April 1, 2025 through October 31, 2025.
- 1.2 **Transportation Agreement:** Rate Schedule FTS Agreement No. 961431, dated March 5, 2025 (the "Transportation Agreement").

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

- 1.3 **Eligible Firm Transportation Quantity:** 50,000 dekatherms per day ("Dth/d").
- 1.4 **Negotiated Rate(s):**

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

Fixed Negotiated Reservation Rate: For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$1.52083 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

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

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

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

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

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

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

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

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

1.6 Eligible Secondary Receipt Point(s):

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

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

1.7 Eligible Primary Delivery Point(s):

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

1.8 Eligible Secondary Delivery Point(s):

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

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

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

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

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

shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

ROCKIES EXPRESS PIPELINE LLC

MIECO, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of March 12, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

 X effective 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:

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

3. TERM OF SERVICE:

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

to

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

4. SHIPPER'S STATUS:

 Local Distribution Company

 Intrastate Pipeline Company

 Interstate Pipeline Company

 X Other: MARKETER

5. TRANSPORTATION ON BEHALF OF:

☐ Local Distribution Company
☐ Intrastate Pipeline Company
☐ Interstate Pipeline Company
☒ Other: SHIPPER

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

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

April 1, 2025 - October 31, 2027 10,000

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 10/31/2027</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>10,000</u>	<u>NO</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 10/31/2027</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>10,000</u>	<u>NO</u>

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

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

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

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

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

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Twin Eagle Resource Management, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on March 12, 2025 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Twin Eagle Resource Management, LLC ("Shipper").

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

ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 **Negotiated Rate Term:** From April 1, 2025 through October 31, 2027.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961435, dated March 12, 2025 (the "Transportation Agreement").

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

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

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 \$8.54700 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s)").

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

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

- 1.6 **Eligible Secondary Receipt Point(s):** Any Point located in Zone 1 (excluding Segments 700, 710, 720, 730, 740, and 750), Segments 160*, 170* and within Zone 2*, provided it results in transport that is in the West to East direction.

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

1.7 Eligible Primary Delivery Point(s):

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

1.8 Eligible Secondary Delivery Point(s): Any Point located on Segments 130, 140, 150, 160*, 170*, and within Zone 2* and Zone 3, provided it results in transport that is in the West to East direction.

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

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

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

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

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

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

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.71 - NRA Twin Eagle K# 961435

Section Version: 3.0.0

ROCKIES EXPRESS PIPELINE LLC

TWIN EAGLE RESOURCE
MANAGEMENT, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Issued on: March 31, 2025
Effective on: April 1, 2025

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 March 12, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

 X effective 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:

STANCHION GAS MARKETING, LLC
ATTN: Kevin Lambert
11550 ASH STREET SUITE 220
LEAWOOD, KS 66211
(949) 397-7947
kevin.lambert@stanchionenergy.com

3. TERM OF SERVICE:

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

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

4. SHIPPER'S STATUS:

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

5. TRANSPORTATION ON BEHALF OF:

☐ Local Distribution Company
☐ Intrastate Pipeline Company
☐ Interstate Pipeline Company
☒ Other: SHIPPER

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

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

April 1, 2025 - June 30, 2027 30,000

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 06/30/2027</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>30,000</u>	<u>NO</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 06/30/2027</u>	<u>60148</u>	<u>TGT/REX</u> <u>JOHNSON</u>	<u>30,000</u>	<u>NO</u>

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

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

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

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

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

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

X Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Stanchion Gas Marketing, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on March 12, 2025 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Stanchion Gas Marketing, LLC ("Shipper").

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

ARTICLE 1 NEGOTIATED RATE PARAMETERS

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

1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961436, dated March 12, 2025 (the "Transportation Agreement").

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

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

1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$9.31358 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s)").

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

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

1.6 **Eligible Secondary Receipt Point(s):** Any Point located in Zone 1 (excluding Segments 700, 710, 720, 730, 740, and 750), Segments 160*, 170* and within Zone 2*, provided it results in transport that is in the West to East direction.

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

1.7 Eligible Primary Delivery Point(s):

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

1.8 Eligible Secondary Delivery Point(s): Any Point located on Segments 130, 140, 150, 160*, 170*, and within Zone 2* and Zone 3, provided it results in transport that is in the West to East direction.

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

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

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

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

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

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

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.72 - NRA Stanchion K# 961436

Section Version: 6.0.0

ROCKIES EXPRESS PIPELINE LLC

STANCHION GAS MARKETING, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of March 12, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

 X effective 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:

TC ENERGY MARKETING INC
ATTN: Alex Delphia
700 LOUISIANA STREET SUITE 2200
HOUSTON, TX 77002
(346) 619-7545
alex_delphia@tcenergy.com

3. TERM OF SERVICE:

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

to

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

4. SHIPPER'S STATUS:

 Local Distribution Company

 Intrastate Pipeline Company

 Interstate Pipeline Company

 X Other: MARKETER

5. TRANSPORTATION ON BEHALF OF:

☐ Local Distribution Company
☐ Intrastate Pipeline Company
☐ Interstate Pipeline Company
☒ Other: SHIPPER

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

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

April 1, 2025 - March 31, 2027 20,000

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 03/31/2027</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>20,000</u>	<u>NO</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 03/31/2027</u>	<u>44416</u>	<u>ANR/REX SHELBY</u>	<u>20,000</u>	<u>NO</u>

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

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

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

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

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

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

X Not Applicable
 Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: TC Energy Marketing Inc

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on March 12, 2025 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and TC Energy Marketing Inc ("Shipper").

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

ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 **Negotiated Rate Term:** From April 1, 2025 through March 31, 2027.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961437, dated March 12, 2025 (the "Transportation Agreement").

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

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

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$10.43000 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s)").

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

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

- 1.6 **Eligible Secondary Receipt Point(s):** Any Point located in Zone 1 (excluding Segments 700, 710, 720, 730, 740, and 750), Segments 160*, 170* and within Zone 2*, provided it results in transport that is in the West to East direction.

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

1.7 Eligible Primary Delivery Point(s):

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

1.8 Eligible Secondary Delivery Point(s): Any Point located on Segments 130, 140, 150, 160*, 170*, and within Zone 2* and Zone 3, provided it results in transport that is in the West to East direction.

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

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

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

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

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

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

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.73 - NRA TC Energy K# 961437

Section Version: 6.0.0

ROCKIES EXPRESS PIPELINE LLC

TC ENERGY MARKETING INC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of March 12, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

 X effective 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:

KOCH ENERGY SERVICES, LLC
ATTN: Justin Marshall
20 GREENWAY PLAZA, 8TH FLOOR
HOUSTON, TX 77046
(832) 515-5571
justin.marshall@kochind.com

3. TERM OF SERVICE:

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

to

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

4. SHIPPER'S STATUS:

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

5. TRANSPORTATION ON BEHALF OF:

☐ Local Distribution Company
☐ Intrastate Pipeline Company
☐ Interstate Pipeline Company
☒ Other: SHIPPER

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

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

April 1, 2025 - March 31, 2028 30,000

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 03/31/2028</u>	<u>43493</u>	<u>REX/REX MEEKER</u> <u>HUB POOL RIO</u> <u>BLANCO</u>	<u>30,000</u>	<u>NO</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 03/31/2028</u>	<u>43037</u>	<u>NNG/REX GAGE</u>	<u>30,000</u>	<u>NO</u>

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

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

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

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

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

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

☐ Not Applicable

☒ Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Koch Energy Services, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on March 12, 2025 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Koch Energy Services, LLC ("Shipper").

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

ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 **Negotiated Rate Term:** From April 1, 2025 through March 31, 2028.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961438, dated March 12, 2025 (the "Transportation Agreement").

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

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

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$8.20950 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s)").

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

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

- 1.6 **Eligible Secondary Receipt Point(s):** Any Point located in Zone 1 (excluding Segments 700, 710, 720, 730, 740, and 750), Segments 160*, 170* and within Zone 2*, provided it results in transport that is in the West to East direction.

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

1.7 Eligible Primary Delivery Point(s):

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

1.8 Eligible Secondary Delivery Point(s): Any Point located on Segments 130, 140, 150, 160*, 170*, and within Zone 2* and Zone 3, provided it results in transport that is in the West to East direction.

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

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

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

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

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

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

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.75 - NRA Koch K# 961438

Section Version: 1.0.0

ROCKIES EXPRESS PIPELINE LLC

KOCH ENERGY SERVICES, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Issued on: March 31, 2025
Effective on: April 1, 2025

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 March 12, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

 X effective 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:

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

3. TERM OF SERVICE:

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

to

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

4. SHIPPER'S STATUS:

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

5. TRANSPORTATION ON BEHALF OF:

☐ Local Distribution Company
☐ Intrastate Pipeline Company
☐ Interstate Pipeline Company
☒ Other: SHIPPER

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

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

April 1, 2025 - October 31, 2027 7,500

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 10/31/2027</u>	<u>43493</u>	<u>REX/REX MEEKER HUB POOL RIO BLANCO</u>	<u>7,500</u>	<u>NO</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 10/31/2027</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>7,500</u>	<u>NO</u>

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

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

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

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

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

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

X Not Applicable

 Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Mico, Inc.

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on March 12, 2025 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Mico, Inc. ("Shipper").

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

ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 **Negotiated Rate Term:** From April 1, 2025 through October 31, 2027.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961439, dated March 12, 2025 (the "Transportation Agreement").

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

- 1.3 **Eligible Firm Transportation Quantity:** 7,500 dekatherms per day ("Dth/d").
- 1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$8.22010 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s)").

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

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

- 1.6 **Eligible Secondary Receipt Point(s):** Any Point located in Zone 1 (excluding Segments 700, 710, 720, 730, 740, and 750), Segments 160*, 170* and within Zone 2*, provided it results in transport that is in the West to East direction.

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

1.7 Eligible Primary Delivery Point(s):

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

1.8 Eligible Secondary Delivery Point(s): Any Point located on Segments 130, 140, 150, 160*, 170*, and within Zone 2* and Zone 3, provided it results in transport that is in the West to East direction.

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

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

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

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

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

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

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.76 - NRA Mico K# 961439

Section Version: 1.0.0

ROCKIES EXPRESS PIPELINE LLC

MIECO, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of March 12, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

 X effective 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:

MORGAN STANLEY CAPITAL GROUP INC.
ATTN: James Montgomery
200 BURRARD ST SUITE 610
VANCOUVER, BC V6C 3L6
(720) 917-9734
james.montgomery@morganstanley.com

3. TERM OF SERVICE:

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

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

4. SHIPPER'S STATUS:

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

5. TRANSPORTATION ON BEHALF OF:

☐ Local Distribution Company☐ Intrastate Pipeline Company☐ Interstate Pipeline Company☒ Other: SHIPPER

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

(Date, Period-of-Time or Event)MDQApril 1, 2025 - June 30, 202710,000

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 06/30/2027</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>10,000</u>	<u>NO</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 06/30/2027</u>	<u>60148</u>	<u>TGT/REX</u> <u>JOHNSON</u>	<u>10,000</u>	<u>NO</u>

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

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

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

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

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

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Morgan Stanley Capital Group Inc.

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on March 12, 2025 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Morgan Stanley Capital Group Inc. ("Shipper").

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

ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 **Negotiated Rate Term:** From April 1, 2025 through June 30, 2027.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961440, dated March 12, 2025 (the "Transportation Agreement").

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

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

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 \$8.36000 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s)").

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

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

- 1.6 **Eligible Secondary Receipt Point(s):** Any Point located in Zone 1 (excluding Segments 700, 710, 720, 730, 740, and 750), Segments 160*, 170* and within Zone 2*, provided it results in transport that is in the West to East direction.

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

1.7 Eligible Primary Delivery Point(s):

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

1.8 Eligible Secondary Delivery Point(s): Any Point located on Segments 130, 140, 150, 160*, 170*, and within Zone 2* and Zone 3, provided it results in transport that is in the West to East direction.

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

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

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

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

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

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

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.77 - NRA Morgan Stanley K# 961440

Section Version: 1.0.0

ROCKIES EXPRESS PIPELINE LLC

MORGAN STANLEY CAPITAL GROUP INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of March 26, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

 X effective 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:

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

3. TERM OF SERVICE:

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

to

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

4. SHIPPER'S STATUS:

 Local Distribution Company

 Intrastate Pipeline Company

 Interstate Pipeline Company

 X Other: MARKETER

5. TRANSPORTATION ON BEHALF OF:

☐ Local Distribution Company
☐ Intrastate Pipeline Company
☐ Interstate Pipeline Company
☒ Other: SHIPPER

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

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

April 1, 2025 - October 31, 2025 10,000

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 10/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>10,000</u>	<u>YES</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 10/31/2025</u>	<u>42230</u>	<u>WIC/REX BITTER CREEK SWEETWATER</u>	<u>10,000</u>	<u>NO</u>

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

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

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

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

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

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

X Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Twin Eagle Resource Management, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on March 26, 2025 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Twin Eagle Resource Management, LLC ("Shipper").

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

ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 **Negotiated Rate Term:** From April 1, 2025 through October 31, 2025.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961548, dated March 26, 2025 (the "Transportation Agreement").

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

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

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

Fixed Negotiated Reservation Rate: For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$1.52083 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

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

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

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

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

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

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

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

1.5 Eligible Primary Receipt Point(s):

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

1.6 Eligible Secondary Receipt Point(s):

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

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

1.7 Eligible Primary Delivery Point(s):

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

1.8 Eligible Secondary Delivery Point(s):

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

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

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

- 2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.
- 2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

ROCKIES EXPRESS PIPELINE LLC

TWIN EAGLE RESOURCE
MANAGEMENT, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of March 27, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

 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:

RADIATE ENERGY LLC
ATTN: Kevin Humpich
3401 NW 98TH STREET SUITE B
GAINESVILLE, FL 32606
(954) 614-8834
kevin@radiateenergy.com

3. TERM OF SERVICE:

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

to

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

4. SHIPPER'S STATUS:

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

5. TRANSPORTATION ON BEHALF OF:

☐ Local Distribution Company
☐ Intrastate Pipeline Company
☐ Interstate Pipeline Company
☒ Other: SHIPPER

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

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

April 1, 2025 - October 31, 2025 20,000

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 10/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>20,000</u>	<u>YES</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>04/01/2025 - 10/31/2025</u>	<u>42228</u>	<u>CIG/REX FREWEN LAKE SWEETWATER</u>	<u>20,000</u>	<u>NO</u>

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

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

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

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

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

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

X Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Radiate Energy LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

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

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

ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 **Negotiated Rate Term:** From April 1, 2025 through October 31, 2025.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961558, dated March 27, 2025 (the "Transportation Agreement").

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

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

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

Fixed Negotiated Reservation Rate: For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$1.52083 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

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

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

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

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

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

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

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

1.5 Eligible Primary Receipt Point(s):

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

1.6 Eligible Secondary Receipt Point(s):

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

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

1.7 Eligible Primary Delivery Point(s):

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

1.8 Eligible Secondary Delivery Point(s):

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

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

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

- 2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.
- 2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

ROCKIES EXPRESS PIPELINE LLC

RADIATE ENERGY LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Reserved for future use.

Reserved for future use.

Reserved for future use.

Reserved for future use.

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	<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
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Negotiated Rates - 4
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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
BP Energy Company	954204-02 (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>

Issued on: March 31, 2025
Effective on: April 1, 2025

Rockies Express Pipeline LLC

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Koch Energy Services, LLC	955418 (FT)	December 1, 2021 March 31, 2027	25,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
Mercuria Energy America, LLC	955419 (FT)	December 1, 2021 March 31, 2027	7,500	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
BP Energy Company	955420 (FT)	December 1, 2021 March 31, 2028	20,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
EDF Trading North America, LLC	956714 (FT)	April 1, 2022 March 31, 2025	17,500	<u>15/</u>	<u>15/</u>	<u>15/</u>	<u>15/</u>
Sequent Energy Management, LLC	956756 (FT)	April 1, 2022 March 31, 2027	7,500	<u>15/</u>	<u>15/</u>	<u>15/</u>	<u>15/</u>
LNG Indy, LLC dba Kinetrex Energy	956273 (FT)	August 1, 2022 July 31, 2042	6,000	<u>3/</u>	<u>3/</u>	<u>3/</u>	<u>3/</u>
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>

Rockies Express Pipeline LLC

FERC Gas Tariff

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

Issued on: March 31, 2025
Effective on: April 1, 2025

Rockies Express Pipeline LLCFERC Gas Tariff
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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Indianapolis Power & Light Company	957455 (FT)	January 4, 2025 October 31, 2025	15,000	<u>20/</u>	<u>20/</u>	<u>20/</u>	<u>20/</u>
Hartree Partners, L.P.	956480 (FT)	April 1, 2023 March 31, 2026	38,600	<u>25/</u>	<u>25/</u>	<u>25/</u>	<u>25/</u>
NRG-Business Marketing-LLC	959357 (FT)	June 1, 2024 March 31, 2025	30,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Constellation Energy Generation, LLC	959360 (FT)	June 1, 2024 March 31, 2025	5,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Koch Energy Services, LLC	959362 (FT)	June 1, 2024 March 31, 2025	20,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Vitol, Inc.	959364 (FT)	June 1, 2024 March 31, 2025	20,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Vitol, Inc.	959366 (FT)	June 1, 2024 March 31, 2025	20,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Hartree Partners, L.P.	959368 (FT)	June 1, 2024 March 31, 2025	25,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
BP Energy Company	959372 (FT)	June 1, 2024 March 31, 2025	30,000	<u>27/</u>	<u>27/</u>	<u>27/</u>	<u>27/</u>
Duke Energy Indiana, LLC	957540 (FT)	December 1, 2023 November 30, 2033	50,000	<u>6/</u>	<u>6/</u>	<u>6/</u>	<u>6/</u>
Eco-Energy Natural Gas, LLC	956502 (FT)	April 1, 2024 March 31, 2027	11,600	<u>24/</u>	<u>24/</u>	<u>24/</u>	<u>24/</u>
Castleton Commodities Merchant Trading L.P.	959862	April 1, 2024 March 31, 2025	40,000	<u>24/</u>	<u>24/</u>	<u>24/</u>	<u>24/</u>
Castleton Commodities Merchant Trading L.P.	959863	February 14, 2025 March 31, 2025	40,000	<u>30/</u>	<u>30/</u>	<u>30/</u>	<u>30/</u>

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Twin-Eagle Resource Management, LLC 2/	961368 (FT)	March 1, 2025 March 31, 2025	10,000	19/	19/	19/	19/
Castleton Commodities Merchant Trading L.P.	959864	February 14, 2025 March 31, 2025	20,000	26/	26/	26/	26/
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	29/	29/	29/	29/

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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>
<u>Indiana Gas Company, D/B/A Centerpoint Energy Indiana</u>	<u>952633 (FT)</u>	<u>April 1, 2025 March 31, 2028</u>	<u>4-1-25 to 10-31-25 – 0</u> <u>11-1-25 to 3-31-26 – 60,000</u> <u>4-1-26 to 10-31-26 – 0</u> <u>11-1-26 to 3-31-27 – 60,000</u> <u>4-1-27 to 10-31-27 – 0</u> <u>11-1-27 to 3-31-28 – 60,000</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
<u>ConocoPhillips Company</u>	<u>961049 (FT)</u>	<u>April 1, 2025 March 31, 2027</u>	<u>15,000</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
<u>Constellation Energy Generation, LLC</u>	<u>961050 (FT)</u>	<u>April 1, 2025 March 31, 2027</u>	<u>30,000</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
<u>NRG Business Marketing LLC</u>	<u>961051 (FT)</u>	<u>April 1, 2025 March 31, 2027</u>	<u>50,000</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>

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Castleton Commodities Merchant Trading L.P.	961052 (FT)	April 1, 2025 March 31, 2027	15,000	32/	32/	32/	32/
Shell Energy North America (US), L.P.	961056 (FT)	April 1, 2025 March 31, 2027	40,000	32/	32/	32/	32/
Castleton Commodities Merchant Trading L.P.	961297 (PALS)	April 1, 2025 March 31, 2026	40,000	32/	32/	32/	32/
Castleton Commodities Merchant Trading L.P.	961298 (PALS)	April 1, 2025 March 31, 2026	40,000	32/	32/	32/	32/
Castleton Commodities Merchant Trading L.P.	961299 (PALS)	April 1, 2025 March 31, 2026	20,000	32/	32/	32/	32/
Indianapolis Power & Light Company	961311 (FT)	April 1, 2025 March 31, 2035	150,000	32/	32/	32/	32/
Mieco, Inc.	961431 (FT)	April 1, 2025 October 31, 2025	50,000	32/	32/	32/	32/
Twin Eagle Resource Management, LLC	961435 (FT)	April 1, 2025 October 31, 2027	10,000	32/	32/	32/	32/
Stanchion Gas Marketing, LLC	961436 (FT)	April 1, 2025 June 30, 2027	30,000	32/	32/	32/	32/
TC Energy Marketing Inc	961437 (FT)	April 1, 2025 March 31, 2027	20,000	32/	32/	32/	32/
Koch Energy Services, LLC	961438 (FT)	April 1, 2025 March 31, 2028	30,000	32/	32/	32/	32/
Mieco, Inc.	961439 (FT)	April 1, 2025 October 31, 2027	7,500	32/	32/	32/	32/
Morgan Stanley Capital Group Inc	961440 (FT)	April 1, 2025 June 30, 2027	10,000	32/	32/	32/	32/
Twin Eagle Resource Management, LLC	961548 (FT)	April 1, 2025 October 31, 2025	10,000	32/	32/	32/	32/

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Radiate Energy LLC	961558 (FT)	April 1, 2025 October 31, 2025	20,000	32/	32/	32/	32/

- 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/ ~~Reserved for future use~~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/ ~~Reserved for future use~~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/ ~~Reserved for future use~~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/ ~~Reserved for future use~~This information is set out in the negotiated rate agreement filed with the

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~~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/ ~~Reserved for future use~~ 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/ ~~Reserved for future use~~ 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-~~696~~_____.

32/ ~~This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2025 at Docket No. RP25-_____ 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
Indiana Gas Company, D/B/A Centerpoint Energy Indiana K# 952633Tenaska Marketing Ventures K# 954057	4.39	Section 4.39 – NRA Indiana Gas Company K# 952633Tenaska 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
ConocoPhillips CompanyOccidental Energy Marketing, Inc. K# 961049954227	4.42	Section 4.42 – NRA ConocoPhillipsOccidental K# 961049954227
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
Constellation Energy Generation, LLC NRG Business Marketing LLC K# 961050959357	4.50	Section 4.50 – NRA ConstellationNRG K# 961050959357
NRG Business Marketing LLCConstellation Energy	4.51	Section 4.51 – NRA

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Shipper Name	Section #	Section Name
<u>Generation, LLC K# 961051959360</u>		<u>NRG Constellation K# 961051959360</u>
<u>Castleton Commodities Merchant Trading L.P. Koch Energy Services, LLC K# 961052959362</u>	4.52	Section 4.52 – NRA <u>Castleton Koch K# 961052959362</u>
<u>Shell Energy North America (US), L.P. Vitol, Inc. K# 961056959364</u>	4.53	Section 4.53 – NRA <u>Shell Vitol K# 961056959364</u>
<u>Castleton Commodities Merchant Trading L.P. EDF Trading North America, LLC K# 961297956714</u>	4.54	Section 4.54 – NRA <u>Castleton EDF K# 961297956714</u>
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
<u>Castleton Commodities Merchant Trading L.P. Vitol, Inc. K# 961298959366</u>	4.60	Section 4.60 – NRA <u>Castleton Vitol K# 961298959366</u>
<u>Castleton Commodities Merchant Trading L.P. Hartree Partners, LP. K# 961299959368</u>	4.61	Section 4.61 – NRA <u>Castleton Hartree K# 961299959368</u>
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

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Rockies Express Pipeline LLC

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Shipper Name	Section #	Section Name
Indianapolis Power & Light Company BP Energy Company K# 961311959372	4.67	Section 4.67 – NRA IPLC BP K# 961311959372
Mieco, Inc K# 961431 Mieco, Inc K# 960657	4.68	Section 4.68 – NRA Mieco K# 961431 Mieco K# 960657
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
Twin Eagle Resource Management, LLC Castleton Commodities Merchant Trading L.P. K# 961435959862	4.71	Section 4.71 – NRA Twin Eagle Castleton K# 961435959862
Stanchion Gas Marketing, LLC Castleton Commodities Merchant Trading L.P. K# 961436959863	4.72	Section 4.72 – NRA Stanchion Castleton K# 961436959863
TC Energy Marketing Inc Castleton Commodities Merchant Trading L.P. K# 961437959864	4.73	Section 4.73 – NRA TC Energy Castleton K# 961437959864
Union Electric Company, D/B/A Ameren Missouri K# 960682	4.74	Section 4.74 – NRA UEC K# 960682
Koch Energy Services, LLC Castleton Commodities Merchant Trading L.P. K# 961438960683	4.75	Section 4.75 – NRA Koch Castleton K# 961438960683
Mieco, Inc Tenaska Marketing Ventures K# 961439960688	4.76	Section 4.76 – NRA Mieco Tenaska K# 961439960688
Morgan Stanley Capital Group Inc Stanchion Gas Marketing, LLC K# 961440960758	4.77	Section 4.77 – NRA Morgan Stanley Stanchion K# 961440960758
Twin Eagle Resource Management, LLC Radiate Energy LLC K# 961548960762	4.78	Section 4.78 – NRA Twin Eagle Radiate K# 961548960762
Stanchion Gas Marketing, LLC K# 960781	4.79	Section 4.79 – NRA Stanchion K# 960781
Radiate Energy LLC Twin Eagle Resource Management, LLC K# 961558960784	4.80	Section 4.80 – NRA Radiate Twin Eagle K# 961558960784
Uniper Global Commodities North America, LLC K# 960826	4.81	Section 4.81 – NRA Uniper Global K# 960826

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Shipper Name	Section #	Section Name
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
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
ReservedDRW Energy Trading LLC K# 961362	4.93	Section 4.93 – NRA ReservedDRW K# 961362
ReservedTwin Eagle Resource Management, LLC K# 961368	4.94	Section 4.94 – NRA ReservedTwin Eagle K# 961368
ReservedCastleton Commodities Merchant Trading L.P. K# 961369	4.95	Section 4.95 – NRA ReservedCastleton K# 961369
ReservedRadiate Energy LLC K# 961422	4.96	Section 4.96 – NRA ReservedRadiate K# 961422
Duke Energy Indiana, LLC K# 961067	4.97	Section 4.97 – NRA Duke K# 961067

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Shipper Name	Section #	Section Name
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 January 30, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

 effective and is the original contract.

 X effective April 1, 2025, this Amendment No. 2 amends and restates
 FTS Contract No. 952633 effective August 12, 2019

 Capacity rights for this Agreement were permanently released from .

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

 INDIANA GAS COMPANY, INC DBA
 CENTERPOINT ENERGY INDIANA
 ATTN: Brad Spencer
 ONE VECTREN SQUARE
 Evansville, IN 47708
 (812) 491-4670
 brad.spencer@centerpointenergy.com

3. TERM OF SERVICE:

 (Date, Period-of-Time or Event): November 1, 2019
 to
 (Date, Period-of-Time or Event): March 31, 2028

4. SHIPPER'S STATUS:

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

Rockies Express Pipeline LLC

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Section Version: 18.0.0

5. TRANSPORTATION ON BEHALF OF:☒ Local Distribution Company☐ Intrastate Pipeline Company☐ Interstate Pipeline Company

Other: _____

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, 2025</u>	<u>0</u>
<u>November 1, 2025 - March 31, 2026</u>	<u>60,000</u>
<u>April 1, 2026 - October 31, 2026</u>	<u>0</u>
<u>November 1, 2026 - March 31, 2027</u>	<u>60,000</u>
<u>April 1, 2027 - October 31, 2027</u>	<u>0</u>
<u>November 1, 2027 - March 31, 2028</u>	<u>60,000</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 - 10/31/2025</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>0</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>60,000</u>	<u>NO</u>
<u>04/01/2026 - 10/31/2026</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>0</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>60,000</u>	<u>NO</u>
<u>04/01/2027 - 10/31/2027</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>0</u>	<u>NO</u>
<u>11/01/2027 -</u>	<u>42234</u>	<u>WHITE RI/REX</u>	<u>60,000</u>	<u>NO</u>

Issued on: March 31, 2025

Effective on: April 1, 2025

<u>03/31/2028</u>		<u>MEEKER RIO BLANCO</u>		
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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 - 10/31/2025</u>	<u>44590</u>	<u>VEC IN/REX DECATUR</u>	<u>0</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>44590</u>	<u>VEC IN/REX DECATUR</u>	<u>60,000</u>	<u>NO</u>
<u>04/01/2026 - 10/31/2026</u>	<u>44590</u>	<u>VEC IN/REX DECATUR</u>	<u>0</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>44590</u>	<u>VEC IN/REX DECATUR</u>	<u>60,000</u>	<u>NO</u>
<u>04/01/2027 - 10/31/2027</u>	<u>44590</u>	<u>VEC IN/REX DECATUR</u>	<u>0</u>	<u>NO</u>
<u>11/01/2027 - 03/31/2028</u>	<u>44590</u>	<u>VEC IN/REX DECATUR</u>	<u>60,000</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:

N/A

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

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

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

Shipper Approval:

Shipper: Indiana Gas Company, Inc DBA CenterPoint
Energy Indiana North

Signature:

Title:

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature:

Title:

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on January 30, 2025 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Indiana Gas Company, Inc d/b/a CenterPoint Energy Indiana (“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 March 31, 2028.

1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 952633, dated January 30, 2025(the "Transportation Agreement").

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

1.3 **Eligible Firm Transportation Quantity:**

<u>April 1, 2025 – October 31, 2025</u>	<u>0 dekatherms per day (“Dth/d”)</u>
<u>November 1, 2025 – March 31, 2026</u>	<u>60,000 Dth/d</u>
<u>April 1, 2026 – October 31, 2026</u>	<u>0 Dth/d</u>
<u>November 1, 2026 – March 31, 2027</u>	<u>60,000 Dth/d</u>
<u>April 1, 2027 – October 31, 2027</u>	<u>0 Dth/d</u>
<u>November 1, 2027 – March 31, 2028</u>	<u>60,000 Dth/d</u>

1.4 **Negotiated Rate(s):**

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

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

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

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

1.7 Eligible Primary Delivery Point(s):

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

1.8 Eligible Secondary Delivery Point(s):

<u>NAME</u>	<u>LOCATION</u>
<u>VECTREN NORTH/REX</u> <u>BAINBRIDGE PUTNAM</u>	<u>60159</u>
<u>VECTREN NORTH/REX AMO</u> <u>HENDRICKS</u>	<u>60160</u>
<u>PEPL/REX DEL PUTNAM</u>	<u>44415</u>
<u>ANR/REX SHELBY</u>	<u>44416</u>
<u>TGT/REX JOHNSON</u>	<u>60148</u>

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

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

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

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

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

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

ROCKIES EXPRESS PIPELINE LLC

INDIANA GAS COMPANY, INC. D/B/A
CENTERPOINT ENERGY INDIANA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of February 23, 2024, 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 and is the original contract.~~

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

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

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

TENASKA MARKETING VENTURES
ATTN: Rick Pieper
1225 17TH STREET, STE. 2460
DENVER, CO 80202

Rockies Express Pipeline LLC

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Section 4.39 - NRA Indiana Gas Company K# 952633

Section Version: 18.0.0

(303) 723-9313rpieper@tenaska.com3. ~~TERM OF SERVICE:~~~~_____ (Date, Period of Time or Event): November 1, 2020~~~~_____ to~~~~_____ (Date, Period of Time or Event): March 31, 2028~~4. ~~SHIPPER'S STATUS:~~~~_____ Local Distribution Company~~~~_____ Intrastate Pipeline Company~~~~_____ Interstate Pipeline Company~~~~X Other: MARKETER~~5. ~~TRANSPORTATION ON BEHALF OF:~~~~_____ Local Distribution Company~~~~_____ Intrastate Pipeline Company~~~~_____ Interstate Pipeline Company~~~~X Other: SHIPPER~~6. ~~RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~~~_____ (Date, Period of Time or Event) _____ MDQ~~~~April 1, 2024 March 31, 2028~~~~20,000~~7. ~~PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>04/01/2022</u> <u>01/31/2025</u>	<u>42234</u>	<u>WHITE R/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>10,000</u>	<u>NO</u>
<u>04/01/2022</u> <u>03/31/2025</u>	<u>60364</u>	<u>REX/REX</u> <u>CHEYENNE</u>	<u>10,000</u>	<u>NO</u>

Issued on: March 31, 2025

Effective on: April 1, 2025

		<u>COMPRESSION POOL</u>		
<u>04/01/2024— 03/31/2028</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>20,000</u>	<u>NO</u>

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

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>04/01/2022— 03/31/2025</u>	<u>42804</u>	<u>OVRTHRUS/REX WAMSUTTER (OT #27) SWE</u>	<u>20,000</u>	<u>NO</u>
<u>04/01/2025— 03/31/2028</u>	<u>42804</u>	<u>OVRTHRUS/REX WAMSUTTER (OT #27) SWE</u>	<u>20,000</u>	<u>NO</u>

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

10. ~~RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)~~

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

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

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

~~Incremental Facility Charge:~~

~~(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)~~

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

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

~~☐ Yes
☒ No~~

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

~~☐ Yes
☒ No~~

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

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

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

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

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

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

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

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

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

~~N/A~~

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

Rockies Express Pipeline LLC

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Section 4.39 - NRA Indiana Gas Company K# 952633

Section Version: 18.0.0

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

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

Shipper Approval:

Shipper: Tenaska Marketing Ventures
Signature: _____
Title: _____

Transporter Approval:

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

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

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

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

ARTICLE 1 NEGOTIATED RATE PARAMETERS

- ~~1.1 **Negotiated Rate Term:** From April 1, 2024 through March 31, 2025.~~
- ~~1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 954057, dated June 8, 2020 (the “Transportation Agreement”).~~

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

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

~~1.4 — **Negotiated Rate(s):**~~

~~For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$5.17083 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”). All Allocated Deliveries utilizing eligible primary or secondary points (defined in Sections 1.5 to 1.8) will be summed, regardless of flow direction or whether the receipt/delivery paths do or do not overlap, to determine Shipper’s usage of its MDQ. Allocated Deliveries in excess of the MDQ are not eligible for the Negotiated Rate and will incur an additional charge over the Negotiated Rate(s) equal to the maximum interruptible rate found on Rate Schedule ITS plus any usage charges (“Additional Charge”).~~

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

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

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

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

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

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

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

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

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

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

~~2.1 — **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported~~

~~under the Transportation Agreement identified (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.~~

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

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

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

ROCKIES EXPRESS PIPELINE LLC _____ TENASKA MARKETING VENTURES _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of December 12, 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:

CONOCOPHILLIPS COMPANY
ATTN: Sandy Lynn
925 N. ELDRIDGE PARKWAY, 20TH FLOOR-EC4
HOUSTON, TX 77079
(832) 338-9345
sandy.l.lynn@conocophillips.com

3. TERM OF SERVICE:

 (Date, Period-of-Time or Event): April 1, 2025
 to
 (Date, Period-of-Time or Event): March 31, 2027

4. SHIPPER'S STATUS:

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

Rockies Express Pipeline LLC

FERC Gas Tariff

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Section Version: 16.0.0

5. TRANSPORTATION ON BEHALF OF:Local Distribution CompanyIntrastate Pipeline CompanyInterstate Pipeline CompanyX Other: SHIPPER**6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):**(Date, Period-of-Time or Event) MDQApril 1, 2025 - March 31, 2027 15,000**7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):**

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 10/31/2025</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>15,000</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>15,000</u>	<u>YES</u>
<u>04/01/2026 - 10/31/2026</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>15,000</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>15,000</u>	<u>YES</u>

Issued on: March 31, 2025

Effective on: April 1, 2025

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 - 10/31/2025</u>	<u>44416</u>	<u>ANR/REX SHELBY</u>	<u>15,000</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>15,000</u>	<u>NO</u>
<u>04/01/2026 - 10/31/2026</u>	<u>44416</u>	<u>ANR/REX SHELBY</u>	<u>15,000</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>15,000</u>	<u>NO</u>

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

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

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

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

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

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

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

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

☐ Yes
☒ No

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

☐ Yes
☒ No

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

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

(Check one):

☒ Not Applicable
☐ Applicable (Complete the following):

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

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

(Check one):

☒ Not Applicable
☐ Applicable (Complete the following):

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: ConocoPhillips Company

Signature:

Title:

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature:

Title:

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on December 12, 2024 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and ConocoPhillips Company (“Shipper”).

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

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From April 1, 2025 through March 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS Agreement No. 961049, dated December 12, 2024 (the “Transportation Agreement”).

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

1.3 **Eligible Firm Transportation Quantity:** 15,000 dekatherms per day (“Dth/d”).

1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$9.61200 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

April 1, 2025 – October 31, 2025 and April 1, 2026 – October 31, 2026

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

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

November 1, 2025 – March 31, 2026 and November 1, 2026 – March 31, 2027

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

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

1.7 Eligible Primary Delivery Point(s):

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

1.8 Eligible Secondary Delivery Point(s):

April 1, 2025 – October 31, 2025 and April 1, 2026 – October 31, 2026

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

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

November 1, 2025 – March 31, 2026 and November 1, 2026 – March 31, 2027

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

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

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

- 2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in the Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) stated in Section 1.4, plus any additional incremental charge(s) identified herein.
- 2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's FERC Tariff shall apply to service provided to Shipper under the Transportation Agreement.
- 2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

ROCKIES EXPRESS PIPELINE LLC

CONOCOPHILLIPS COMPANY

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 June 23, 2021, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.~~

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

~~☐ effective and is the original contract.~~

~~☒ X effective April 1, 2022, this Amendment No. 1 amends and restates
FTS Contract No. 954227 effective July 27, 2020.~~

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

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

~~OCCIDENTAL ENERGY MARKETING, INC.
ATTN: Eric Hendry
5 GREENWAY PLZ PO BOX 27570
HOUSTON, TX 77227-7570
(281) 229-1759
eric_hendry@oxy.com~~

3. ~~TERM OF SERVICE:~~

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

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

4. ~~SHIPPER'S STATUS:~~

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

5. ~~TRANSPORTATION ON BEHALF OF:~~

~~☐ Local Distribution Company
☐ Intrastate Pipeline Company
☐ Interstate Pipeline Company
☒ Other: SHIPPER~~

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

Rockies Express Pipeline LLC

FERC Gas Tariff

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Section Version: 16.0.0

~~(Date, Period of Time or Event) MDQ~~~~November 1, 2020 – March 31, 2022 120,000~~~~April 1, 2022 – March 31, 2025 120,000~~~~7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY (“MDRQ”):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
11/01/2020 – 03/31/2022	60364	REX/REX CHEYENNE COMPRESSION POOL	120,000	NO
04/01/2022 – 03/31/2025	60364	REX/REX CHEYENNE COMPRESSION POOL	120,000	NO

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

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
11/01/2020 – 03/31/2022	42804	OVRTHRUS/REX WAMSUTTER (OT #27) SWE	120,000	NO
04/01/2022 – 03/31/2025	42804	OVRTHRUS/REX WAMSUTTER (OT #27) SWE	120,000	NO

~~9. DELIVERY PRESSURE (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: “...at the pressure available... [or] allowing for agreement by Transporter to alternate~~

Issued on: March 31, 2025

Effective on: April 1, 2025

~~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):~~

~~_____ 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.~~

_____ 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.

~~N/A~~

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

Title: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on June 23, 2021 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Occidental Energy Marketing, Inc.** (“Shipper”). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Negotiated Rate Agreement between the parties hereto, dated July 27, 2020, and applicable to the Transportation Agreement identified in Section 1.2 below.

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

ARTICLE 1 NEGOTIATED RATE PARAMETERS

1.1 — **Negotiated Rate Term:** April 1, 2022 through March 31, 2025.

1.2 — **Transportation Agreement:** Rate Schedule FTS, Agreement No. 954227, dated July 27, 2020.

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

1.3 — **Eligible Firm Transportation Quantity:** 120,000 dekatherms per day (“Dth/d”).

1.4 — **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, Shipper shall pay a fixed negotiated reservation rate of \$5.17083 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement identified in Section 1.2 (“Negotiated Rate(s)”), plus all applicable maximum surcharges, incremental facilities rates, charges, fees, and penalties identified in the Tariff. All Allocated Deliveries utilizing eligible primary or secondary points (defined in Sections 1.5 to 1.8) will be summed, regardless of flow direction or whether the receipt/delivery paths do or do not overlap, to determine Shipper’s usage of its MDQ. Allocated Deliveries in excess of the MDQ are not eligible for the Negotiated Rate and will incur an additional charge over the Negotiated Rate(s) equal to the maximum interruptible rate found on Rate Schedule ITS plus any usage charges (“Additional Charge”).

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement that is identified in Section 1.2.

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

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

1.7 — Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement that is identified in Section 1.2.

1.8 — Eligible Secondary Delivery Point(s):

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

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

2.2 — Applicable Maximum Rates, Charges, and Surcharges. Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in the Tariff shall apply to service provided to Shipper under the Transportation Agreement identified in Section 1.2.

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

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

Rockies Express Pipeline LLC

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~~ROCKIES EXPRESS PIPELINE LLC~~ ~~OCCIDENTAL ENERGY MARKETING, INC.~~

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of December 12, 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:

 CONSTELLATION ENERGY GENERATION, LLC
ATTN: Craig Hopmann
9400 BUNSEN PARKWAY, SUITE 100
LOUISVILLE, KY 40220
(410) 533-3131
craig.hopmann@constellation.com

3. TERM OF SERVICE:

 (Date, Period-of-Time or Event): April 1, 2025
 to
 (Date, Period-of-Time or Event): March 31, 2027

4. SHIPPER'S STATUS:

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

Rockies Express Pipeline LLC

FERC Gas Tariff

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Section 4.50 - NRA Constellation K# 961050

Section Version: 18.0.0

5. TRANSPORTATION ON BEHALF OF:Local Distribution CompanyIntrastate Pipeline CompanyInterstate Pipeline CompanyX Other: SHIPPER**6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):**(Date, Period-of-Time or Event) MDQApril 1, 2025 - March 31, 2027 30,000**7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):**

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 10/31/2025</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>30,000</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>30,000</u>	<u>YES</u>
<u>04/01/2026 - 10/31/2026</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>30,000</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>30,000</u>	<u>YES</u>

Issued on: March 31, 2025

Effective on: April 1, 2025

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 - 10/31/2025</u>	<u>60148</u>	<u>TGT/REX JOHNSON</u>	<u>30,000</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>30,000</u>	<u>NO</u>
<u>04/01/2026 - 10/31/2026</u>	<u>60148</u>	<u>TGT/REX JOHNSON</u>	<u>30,000</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>30,000</u>	<u>NO</u>

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

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

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

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

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

Incremental Facility Charge:(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)X None Lump-sum payment of Monthly fee of through .Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project): YesX NoIncremental 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): YesX NoOther Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)Applicable charges per Tariff as may be assessed by Transporter.11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).(Check one):X Not Applicable Applicable (Complete the following): Notice of ROFR Exercise: Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).(Check one):X Not Applicable Applicable (Complete the following): Notice of Rollover Exercise: Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Constellation Energy Generation, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on December 12, 2024 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Constellation Energy Generation, LLC (“Shipper”).

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

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 Negotiated Rate Term: From April 1, 2025 through March 31, 2027.

1.2 Transportation Agreement: Rate Schedule FTS, Agreement No. 961050, dated December 12, 2024 (the “Transportation Agreement”).

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

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

1.4 Negotiated Rate(s):

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$9.11970 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

1.5 Eligible Primary Receipt Point(s):

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

1.6 Eligible Secondary Receipt Point(s):

April 1, 2025 – October 31, 2025 and April 1, 2026 – October 31, 2026

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

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

November 1, 2025 – March 31, 2026 and November 1, 2026 – March 31, 2027

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

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

1.7 Eligible Primary Delivery Point(s):

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

1.8 Eligible Secondary Delivery Point(s):

April 1, 2025 – October 31, 2025 and April 1, 2026 – October 31, 2026

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

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

November 1, 2025 – March 31, 2026 and November 1, 2026 – March 31, 2027

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

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

2.1 General Negotiated Rate Limitations. The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1

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

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

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

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

ROCKIES EXPRESS PIPELINE LLC

CONSTELLATION ENERGY GENERATION,
LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

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

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of May 1, 2024, that Transporter will provide~~

Rockies Express Pipeline LLC

FERC Gas Tariff

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Section 4.50 - NRA Constellation K# 961050

Section Version: 18.0.0

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

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

~~_____ effective _____ and is the original contract.~~

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

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

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

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

3. ~~TERM OF SERVICE:~~

~~_____ (Date, Period of Time or Event): December 2, 2023~~
~~_____ to~~
~~_____ (Date, Period of Time or Event): March 31, 2025~~

4. ~~SHIPPER'S STATUS:~~

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

5. ~~TRANSPORTATION ON BEHALF OF:~~

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

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

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

~~_____ June 1, 2024 - March 31, 2025 30,000~~

Issued on: March 31, 2025

Effective on: April 1, 2025

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
06/01/2024 – 03/31/2025	44413	NGPL/REX MOULTRIE	30,000	YES

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)
06/01/2024 – 03/31/2025	42234D	WHITE RI/REX MEEKER RIO BLANCO DELIVERY	30,000	NO

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

10. ~~RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

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

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

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

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff) _____

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

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

~~☐ Yes~~~~☒ No~~

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

~~☐ Yes~~~~☒ No~~

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)~~

~~Applicable charges per Tariff as may be assessed by Transporter.~~

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

~~(Check one):~~~~☒ Not Applicable~~~~☐ Applicable (Complete the following):~~~~_____~~~~Notice of ROFR Exercise: _____~~~~☐ Per the Tariff; or ☐ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

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

~~(Check one):~~~~☒ Not Applicable~~~~☐ Applicable (Complete the following):~~~~Notice of Rollover Exercise:~~~~☐ Per the Tariff; or ☐ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

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

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

N/A

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

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

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

Shipper Approval:

Shipper: NRG Business Marketing LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

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

~~In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to~~

~~be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.~~

ARTICLE 1

NEGOTIATED RATE PARAMETERS

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

~~1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959357, dated November 10, 2023 (“Transportation Agreement”).~~

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

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

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

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

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

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

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

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

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

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

1.7 — Eligible Primary Delivery Point(s):

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

1.8 — Eligible Secondary Delivery Point(s):

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

* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.

ARTICLE 2**NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES**

2.1 — General Negotiated Rate Limitations. The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.

2.2 — Applicable Maximum Rates, Charges, and Surcharges. Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.

2.3 — Capacity Releases. Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

Rockies Express Pipeline LLC

FERC Gas Tariff
Original Volume - The Book of Contracts

Section 4.50 - NRA Constellation K# 961050
Section Version: 18.0.0

~~_____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

~~_____ ROCKIES EXPRESS PIPELINE LLC _____ NRG BUSINESS MARKETING LLC _____~~

~~By: _____ By: _____~~

~~Name: _____ Name: _____~~

~~Title: _____ Title: _____~~

FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of December 12, 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:

 NRG BUSINESS MARKETING LLC
 ATTN: Shawn Parsell
 194 WOOD AVE SOUTH
 ISELIN, NJ 08830
 (732) 516-7188
 shawn.parsell@directenergy.com

3. TERM OF SERVICE:

 (Date, Period-of-Time or Event): April 1, 2025
 to
 (Date, Period-of-Time or Event): March 31, 2027

4. SHIPPER'S STATUS:

 Local Distribution Company
 Intrastate Pipeline Company
 Interstate Pipeline Company
X Other: MARKETER

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.51 - NRA NRG K# 961051

Section Version: 18.0.0

5. TRANSPORTATION ON BEHALF OF:Local Distribution CompanyIntrastate Pipeline CompanyInterstate Pipeline CompanyX Other: SHIPPER**6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):**(Date, Period-of-Time or Event) MDQApril 1, 2025 - March 31, 2027 50,000**7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):**

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 10/31/2025</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>50,000</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>50,000</u>	<u>YES</u>
<u>04/01/2026 - 10/31/2026</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>50,000</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>50,000</u>	<u>YES</u>

Issued on: March 31, 2025

Effective on: April 1, 2025

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 - 10/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>50,000</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>50,000</u>	<u>NO</u>
<u>04/01/2026 - 10/31/2026</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>50,000</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>50,000</u>	<u>NO</u>

9. DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: “...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures.”): There is no delivery pressure agreement.

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

Incremental Facility Charge:(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)X None Lump-sum payment of Monthly fee of through .

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):

 YesX 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):

 YesX No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).

(Check one):

X Not Applicable Applicable (Complete the following):

Notice of ROFR Exercise:

 Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).

(Check one):

X Not Applicable Applicable (Complete the following):

Notice of Rollover Exercise:

 Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

N/A

14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Shipper Approval:

Shipper: NRG Business Marketing LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on December 12, 2024 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and NRG Business Marketing LLC (“Shipper”).

In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 Negotiated Rate Term: From April 1, 2025 through March 31, 2027.

1.2 Transportation Agreement: Rate Schedule FTS, Agreement No. 961051, dated December 12, 2024 (the “Transportation Agreement”).

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 Eligible Firm Transportation Quantity: 50,000 dekatherms per day (“Dth/d”).

1.4 Negotiated Rate(s):

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$10.12960 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

1.5 Eligible Primary Receipt Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

April 1, 2025 – October 31, 2025 and April 1, 2026 – October 31, 2026

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, and within Zone 2* and Zone 3, provided that the resulting transportation path flows west-to-east. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in east-to-west transportation anywhere on REX.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

November 1, 2025 – March 31, 2026 and November 1, 2026 – March 31, 2027

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 130, 140, 150, 160*, 170*, and within Zone 2* and Zone 3, provided that the resulting transportation path flows east-to-west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on REX.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

April 1, 2025 – October 31, 2025 and April 1, 2026 – October 31, 2026

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 130, 140, 150, 160*, 170*, and within Zone 2* and Zone 3, provided that the resulting transportation path flows west-to-east. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in east-to-west transportation anywhere on REX.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

November 1, 2025 – March 31, 2026 and November 1, 2026 – March 31, 2027

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, and within Zone 2* and Zone 3, provided that the resulting transportation path flows east-to-west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on REX.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

ARTICLE 2**NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES**

- 2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.
- 2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.
- 2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

ROCKIES EXPRESS PIPELINE LLC

NRG BUSINESS MARKETING LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENT

**APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS**

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of May 1, 2024, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.~~

1. ~~THIS AGREEMENT IS: (Check one)~~

~~_____ effective and is the original contract.~~

~~_____ X _____ effective June 1, 2024, this Amendment No. 1 amends and restates
_____ FTS Contract No. 959360 effective November 10, 2023 _____~~

~~_____ Capacity rights for this Agreement were permanently released from _____.~~

2. ~~SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:~~

~~_____~~
CONSTELLATION ENERGY GENERATION, LLC
ATTN: Brian Franz
9400 BUNSEN PARKWAY, SUITE 100
LOUISVILLE, KY 40220
(502) 494-1763
brian.franz@constellation.com

3. ~~TERM OF SERVICE:~~

~~_____ (Date, Period of Time or Event): December 2, 2023
_____ to
_____ (Date, Period of Time or Event): March 31, 2025~~

4. ~~SHIPPER'S STATUS:~~

~~_____ Local Distribution Company
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
_____ X Other: MARKETER~~

5. ~~TRANSPORTATION ON BEHALF OF:~~

~~_____ Local Distribution Company
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
_____ X Other: SHIPPER~~

6. ~~RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~

~~(Date, Period of Time or Event)~~ ~~MDQ~~

~~June 1, 2024 - March 31, 2025~~

~~5,000~~

7. ~~PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
06/01/2024 - 03/31/2025	44413	NGPL/REX MOULTRIE	5,000	YES

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)
06/01/2024 - 03/31/2025	42234D	WHITE RI/REX MEEKER RIO BLANCO DELIVERY	5,000	NO

9. ~~DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."):~~ ~~There is no delivery pressure agreement.~~

10. ~~RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of~~

~~Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:~~

~~(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff) _____~~

~~☒ None~~

~~_____ Lump-sum payment of _____~~

~~_____ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):~~

~~_____ Yes~~

~~☒ No~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):~~

~~_____ Yes~~

~~☒ No~~

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)~~

~~Applicable charges per Tariff as may be assessed by Transporter.~~

~~11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~☒ Not Applicable~~

~~_____ Applicable (Complete the following):~~

~~_____~~

~~Notice of ROFR Exercise: _____~~

~~_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~☒ Not Applicable~~

~~_____ Applicable (Complete the following):~~

~~Notice of Rollover Exercise:~~

~~_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~13. ADDITIONAL TERMS PERMITTED BY TARIFF:~~

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

N/A

14. ~~NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:

Shipper: Constellation Energy Generation, LLC
Signature: _____
Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC
Signature: _____
Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on November 10, 2023 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Constellation Energy Generation LLC** (“Shipper”).

~~In accordance with the provisions of REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff"), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.~~

ARTICLE 1

NEGOTIATED RATE PARAMETERS

~~1.1 **Negotiated Rate Term:** From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2025.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959360, dated November 10, 2023 (the "Transportation Agreement").~~

FTS using REX Zone 3 Capacity Enhancement	From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project—March 31, 2024
FTS	April 1, 2024—March 31, 2025

~~The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.~~

~~1.3 **Eligible Firm Transportation Quantity:** 5,000 dekatherms per day ("Dth/d").~~

~~1.4 **Negotiated Rate(s):**~~

~~For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$16.60342 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s)").~~

~~1.5 **Eligible Primary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

~~1.6 **Eligible Secondary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any receipt point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, in Zone 2*, Zone 3, provided that the resulting transportation path flows east-to-west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on the REX mainline.~~

~~* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.~~

1.7 — Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 — Eligible Secondary Delivery Point(s):

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any delivery point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, in Zone 2*, and Zone 3, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on the REX mainline.

* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.

ARTICLE 2**NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES**

2.1 — General Negotiated Rate Limitations. The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.

2.2 — Applicable Maximum Rates, Charges, and Surcharges. Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.

2.3 — Capacity Releases. Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

Rockies Express Pipeline LLC

FERC Gas Tariff
Original Volume - The Book of Contracts

Section 4.51 - NRA NRG K# 961051
Section Version: 18.0.0

ROCKIES EXPRESS PIPELINE LLC	CONSTELLATION ENERGY
	GENERATION LLC

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of December 12, 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.

_____, this Amendment No. _____ amends and restates

FTS Contract No. _____ effective _____

Capacity rights for this Agreement were permanently released from _____.

2. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

CASTLETON COMMODITIES MERCHANT
TRADING L.P.
ATTN: Contract Administration
811 MAIN ST., STE 3500
HOUSTON, TX 77002
(281) 378-1282
htn-ctradmin@cci.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): April 1, 2025

to

(Date, Period-of-Time or Event): March 31, 2027

4. SHIPPER'S STATUS:

Local Distribution Company

Intrastate Pipeline Company

Interstate Pipeline Company
X Other: MARKETER

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.52 - NRA Castleton K# 961052

Section Version: 16.0.0

5. TRANSPORTATION ON BEHALF OF:Local Distribution CompanyIntrastate Pipeline CompanyInterstate Pipeline CompanyX Other: SHIPPER**6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):**(Date, Period-of-Time or Event) MDQApril 1, 2025 - March 31, 2027 15,000**7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):**

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 10/31/2025</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>15,000</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>15,000</u>	<u>YES</u>
<u>04/01/2026 - 10/31/2026</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>15,000</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>15,000</u>	<u>YES</u>

Issued on: March 31, 2025

Effective on: April 1, 2025

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 - 10/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>15,000</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>15,000</u>	<u>NO</u>
<u>04/01/2026 - 10/31/2026</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>15,000</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>15,000</u>	<u>NO</u>

9. DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: “...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures.”): There is no delivery pressure agreement.

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

Incremental Facility Charge:(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)X None Lump-sum payment of Monthly fee of through .Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project): YesX NoIncremental 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): YesX NoOther Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)Applicable charges per Tariff as may be assessed by Transporter.11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).(Check one):X Not Applicable Applicable (Complete the following): Notice of ROFR Exercise: Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).(Check one):X Not Applicable Applicable (Complete the following): Notice of Rollover Exercise: Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.13. ADDITIONAL TERMS PERMITTED BY TARIFF:The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

N/A

14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Shipper Approval:

Shipper: Castleton Commodities Merchant Trading L.P.
By: Castleton Commodities Trading GP LLC
Its General Partner

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on December 12, 2024 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Castleton Commodities Merchant Trading L.P. (“Shipper”).

In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 Negotiated Rate Term: From April 1, 2025 through March 31, 2027.

1.2 Transportation Agreement: Rate Schedule FTS Agreement No. 961052, dated December 12, 2024 (the “Transportation Agreement”).

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 Eligible Firm Transportation Quantity: 15,000 dekatherms per day (“Dth/d”).

1.4 Negotiated Rate(s):

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$8.69000 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

1.5 Eligible Primary Receipt Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

April 1, 2025 – October 31, 2025 and April 1, 2026 – October 31, 2026

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any point located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, and within Zone 2* and Zone 3, provided that the resulting transportation path flows west-to-east. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in east-to-west transportation anywhere on REX.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

November 1, 2025 – March 31, 2026 and November 1, 2026 – March 31, 2027

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any point located on Segments 130, 140, 150, 160*, 170*, and within Zone 2* and Zone 3, provided that the resulting transportation path flows east-to-west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on REX.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

April 1, 2025 – October 31, 2025 and April 1, 2026 – October 31, 2026

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any point located on Segments 130, 140, 150, 160*, 170*, and within Zone 2* and Zone 3, provided that the resulting transportation path flows west-to-east. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in east-to-west transportation anywhere on REX.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

November 1, 2025 – March 31, 2026 and November 1, 2026 – March 31, 2027

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any point located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, and within Zone 2* and Zone 3, provided that the resulting transportation path flows east-to-west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on REX.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

- 2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in the Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) stated in Section 1.4, plus any additional incremental charge(s) identified herein.
- 2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's FERC Tariff shall apply to service provided to Shipper under the Transportation Agreement.
- 2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

ROCKIES EXPRESS PIPELINE LLC

CASTLETON COMMODITIES MERCHANT
TRADING L.P.
BY: CASTLETON COMMODITIES
TRADING GP LLC
ITS GENERAL PARTNER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT~~
~~APPLICABLE TO FIRM TRANSPORTATION SERVICE~~
~~UNDER RATE SCHEDULE FTS~~

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of May 2, 2024, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.~~

1. ~~THIS AGREEMENT IS: (Check one)~~

~~☐ effective and is the original contract.~~

~~☒ effective June 1, 2024, this Amendment No. 1 amends and restates
FTS Contract No. 959362 effective November 10, 2023~~

~~☐ Capacity rights for this Agreement were permanently released from .~~

2. ~~SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:~~

~~KOCH ENERGY SERVICES, LLC
ATTN: Darnell Bortz
20 GREENWAY PLAZA, 8TH FLOOR
HOUSTON, TX 77046
(713) 544-5857
darnell.bortz@kochind.com~~

3. ~~TERM OF SERVICE:~~

~~(Date, Period of Time or Event): December 2, 2023
 to
 (Date, Period of Time or Event): March 31, 2025~~

4. ~~SHIPPER'S STATUS:~~

~~☐ Local Distribution Company
☐ Intrastate Pipeline Company
☐ Interstate Pipeline Company
☒ Other: MARKETER~~

Rockies Express Pipeline LLC

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~~5. TRANSPORTATION ON BEHALF OF:~~~~_____ Local Distribution Company~~~~_____ Intrastate Pipeline Company~~~~_____ Interstate Pipeline Company~~~~X Other: SHIPPER~~~~6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~~~_____ (Date, Period of Time or Event) _____ MDQ~~~~June 1, 2024 - March 31, 2025 20,000~~~~7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>06/01/2024 - 03/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>20,000</u>	<u>YES</u>

~~8. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>06/01/2024 - 03/31/2025</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>20,000</u>	<u>NO</u>

~~9. DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."):~~ There is no delivery pressure agreement.~~10. RATES:~~~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)~~~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in~~

Issued on: March 31, 2025

Effective on: April 1, 2025

~~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~~

Rockies Express Pipeline LLC

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~~(ii) any termination date after the primary term has ended.~~

~~13. — ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

N/A

~~14. — NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:

Shipper: Koch Energy Services, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION

Issued on: March 31, 2025

Effective on: April 1, 2025

NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on November 10, 2023 (“Agreement Date”) by and between ~~Rockies Express Pipeline LLC (“REX”) and Koch Energy Services, LLC (“Shipper”).~~

~~In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.~~

ARTICLE 1 NEGOTIATED RATE PARAMETERS

1.1 ~~**Negotiated Rate Term**~~ From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2025.

1.2 ~~**Transportation Agreement:**~~ Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959362, dated November 10, 2023 (the “Transportation Agreement”).

FTS using REX Zone 3 Capacity Enhancement	From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project — March 31, 2024
FTS	April 1, 2024 — March 31, 2025

~~The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.~~

1.3 ~~**Eligible Firm Transportation Quantity:**~~ 20,000 dekatherms per day (“Dth/d”).

1.4 ~~**Negotiated Rate(s):**~~

~~For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$16.76000 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).~~

1.5 ~~**Eligible Primary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

1.6 — Eligible Secondary Receipt Point(s):

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any receipt point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, in Zone 2*, Zone 3, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.~~

1.7 — Eligible Primary Delivery Point(s):

~~The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.~~

1.8 — Eligible Secondary Delivery Point(s):

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any delivery point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, in Zone 2*, and Zone 3, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.~~

ARTICLE 2**NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES**

~~2.1 — **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.~~

~~2.2 — **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.~~

~~2.3 — **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement~~

Rockies Express Pipeline LLC

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~~shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

~~_____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

ROCKIES EXPRESS PIPELINE LLC _____ KOCH ENERGY SERVICES, LLC _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of December 12, 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:

 SHELL ENERGY NORTH AMERICA (US), L.P.
ATTN: Hung Nguyen
1000 MAIN STREET, LEVEL 1
HOUSTON, TX 77002
(731) 231-4380
h.nguyen2@shell.com

3. TERM OF SERVICE:

 (Date, Period-of-Time or Event): April 1, 2025
 to
 (Date, Period-of-Time or Event): March 31, 2027

4. SHIPPER'S STATUS:

 Local Distribution Company
 Intrastate Pipeline Company
 Interstate Pipeline Company
X Other: MARKETER

Rockies Express Pipeline LLC

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5. TRANSPORTATION ON BEHALF OF:Local Distribution CompanyIntrastate Pipeline CompanyInterstate Pipeline CompanyX Other: SHIPPER**6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):**(Date, Period-of-Time or Event) MDQApril 1, 2025 – March 31, 2027 40,000**7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):**

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 10/31/2025</u>	<u>60364</u>	<u>REX/REX</u> <u>CHEYENNE</u> <u>COMPRESSION</u> <u>POOL</u>	<u>40,000</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>40,000</u>	<u>YES</u>
<u>04/01/2026 - 10/31/2026</u>	<u>60364</u>	<u>REX/REX</u> <u>CHEYENNE</u> <u>COMPRESSION</u> <u>POOL</u>	<u>40,000</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>40,000</u>	<u>YES</u>

Issued on: March 31, 2025

Effective on: April 1, 2025

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 - 10/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>40,000</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>40,000</u>	<u>NO</u>
<u>04/01/2026 - 10/31/2026</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>40,000</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>40,000</u>	<u>NO</u>

9. DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: “...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures.”): There is no delivery pressure agreement.

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

Incremental Facility Charge:(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)X None Lump-sum payment of Monthly fee of through .

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):

 YesX 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):

 YesX No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).

(Check one):

X Not Applicable Applicable (Complete the following):

Notice of ROFR Exercise:

 Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).

(Check one):

X Not Applicable Applicable (Complete the following):

Notice of Rollover Exercise:

 Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

N/A

14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Shipper Approval:

Shipper: Shell Energy North America (US), L.P.

Signature:

Title:

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature:

Title:

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on December 12, 2024 (“Agreement Date”) by and between **Rockies Express Pipeline LLC (“REX”)** and **Shell Energy North America (US), L.P. (“Shipper”)**.

In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From April 1, 2025 through March 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961056, dated December 12, 2024 (the “Transportation Agreement”).

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 **Eligible Firm Transportation Quantity:** 40,000 dekatherms per day (“Dth/d”).

1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$10.03750 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

1.5 **Eligible Primary Receipt Point(s):**

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 **Eligible Secondary Receipt Point(s):**

April 1, 2025 – October 31, 2025 and April 1, 2026 – October 31, 2026

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, and within Zone 2* and Zone 3, provided that the resulting transportation path flows west-to-east. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in east-to-west transportation anywhere on REX.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

November 1, 2025 – March 31, 2026 and November 1, 2026 – March 31, 2027

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 130, 140, 150, 160*, 170*, and within Zone 2* and Zone 3, provided that the resulting transportation path flows east-to-west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on REX.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

April 1, 2025 – October 31, 2025 and April 1, 2026 – October 31, 2026

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 130, 140, 150, 160*, 170*, and within Zone 2* and Zone 3, provided that the resulting transportation path flows west-to-east. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in east-to-west transportation anywhere on REX.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

November 1, 2025 – March 31, 2026 and November 1, 2026 – March 31, 2027

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, and within Zone 2* and Zone 3, provided that the resulting transportation path flows east-to-west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on REX.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

ARTICLE 2**NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES**

- 2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.
- 2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.
- 2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

ROCKIES EXPRESS PIPELINE LLC SHELL ENERGY NORTH AMERICA (US),
L.P.

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT~~
~~APPLICABLE TO FIRM TRANSPORTATION SERVICE~~
~~UNDER RATE SCHEDULE FTS~~

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of May 1, 2024, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.~~

1. ~~THIS AGREEMENT IS: (Check one)~~

~~_____ effective and is the original contract.~~

~~_____ X effective June 1, 2024, this Amendment No. 1 amends and restates~~
~~_____ FTS Contract No. 959364 effective November 10, 2023~~

~~_____ Capacity rights for this Agreement were permanently released from _____.~~

2. ~~SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:~~

~~_____~~
~~VITOL INC.~~
~~ATTN: JT James~~
~~2925 RICHMOND AVE, 11TH FLOOR~~
~~HOUSTON, TX 77098~~
~~(713) 230-1036~~
~~jtj@vitol.com~~

3. ~~TERM OF SERVICE:~~

~~_____ (Date, Period of Time or Event): December 2, 2023~~
~~_____ to~~
~~_____ (Date, Period of Time or Event): March 31, 2025~~

4. ~~SHIPPER'S STATUS:~~

~~_____ Local Distribution Company~~
~~_____ Intrastate Pipeline Company~~
~~_____ Interstate Pipeline Company~~
~~X Other: MARKETER~~

5. ~~TRANSPORTATION ON BEHALF OF:~~

~~_____ Local Distribution Company~~
~~_____ Intrastate Pipeline Company~~
~~_____ Interstate Pipeline Company~~
~~X Other: SHIPPER~~

6. ~~RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~~~(Date, Period of Time or Event) MDQ~~~~June 1, 2024 - March 31, 2025 20,000~~7. ~~PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
6/1/2024 - 3/31/2025	44413	NGPL/REX MOULTRIE	20,000	YES

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)
6/1/2024 - 3/31/2025	42234D	WHITE RI/REX MEEKER RIO BLANCO DELIVERY	20,000	NO

9. ~~DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures.")~~ ~~There is no delivery pressure agreement.~~10. ~~RATES:~~~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)~~~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)~~~~Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a~~

~~Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:~~

~~(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff) _____~~

~~☒ None~~

~~_____ Lump-sum payment of _____~~

~~_____ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):~~

~~_____ Yes~~

~~☒ No~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):~~

~~_____ Yes~~

~~☒ No~~

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)~~

~~Applicable charges per Tariff as may be assessed by Transporter.~~

~~11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~☒ Not Applicable~~

~~_____ Applicable (Complete the following):~~

~~_____~~

~~Notice of ROFR Exercise: _____~~

~~_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~☒ Not Applicable~~

~~_____ Applicable (Complete the following):~~

~~Notice of Rollover Exercise:~~

~~_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~13. ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

N/A

~~14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly
authorized representatives.~~

Shipper Approval:

Shipper: ~~Vitol Inc.~~

Signature: _____

Title: _____

Transporter Approval:

Transporter: ~~Rockies Express Pipeline LLC~~

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on
November 10, 2023 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and
Vitol, Inc. (“Shipper”).~~

~~In accordance with the provisions of REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff"), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.~~

ARTICLE 1

NEGOTIATED RATE PARAMETERS

~~1.1 **Negotiated Rate Term:** From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2025.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959364, dated November 10, 2023 (the "Transportation Agreement").~~

FTS using REX Zone 3 Capacity Enhancement	From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project—March 31, 2024
FTS	April 1, 2024—March 31, 2025

~~The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.~~

~~1.3 **Eligible Firm Transportation Quantity:** 20,000 dekatherms per day ("Dth/d").~~

~~1.4 **Negotiated Rate(s):**~~

~~For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$17.26145 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s)").~~

~~1.5 **Eligible Primary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

~~1.6 **Eligible Secondary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any receipt point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, in Zone 2*, and Zone 3, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on the REX mainline.~~

~~* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.~~

~~1.7 **Eligible Primary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.~~

~~1.8 **Eligible Secondary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any delivery point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, in Zone 2*, and Zone 3, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.~~

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

~~2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.~~

~~2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.~~

~~2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

~~_____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.53 - NRA Shell K# 961056

Section Version: 12.0.0

ROCKIES EXPRESS PIPELINE LLC _____ VITOL, INC. _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

PALS REQUEST ORDER FORM

DATED: February 11, 2025

Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.

PALS Agreement #: 552795

Type of Service: Park ☒ Loan ☒

Initiation Point Name(s) and Location(s): NGPL/REX MOULTRIE 44413

Completion Point Name(s) and Location(s): NGPL/REX MOULTRIE 44413

Maximum Aggregate Quantity: 40,000 (Dth)

Minimum Aggregate Quantity: 0 (Dth)

Term: Start April 1, 2025 End March 31, 2026

Schedule:

<u>Date(s) Service to be Provided</u>		<u>Daily Quantity (Dth)</u>			
		<input checked="" type="checkbox"/> <u>Park or</u>		<input checked="" type="checkbox"/> <u>Loan or</u>	
		<input checked="" type="checkbox"/> <u>Loan Payback</u>		<input checked="" type="checkbox"/> <u>Park Payback</u>	
<u>From</u>	<u>Through</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
<u>04/01/2025</u>	<u>03/31/2026</u>	<u>0</u>	<u>20,000</u>	<u>0</u>	<u>20,000</u>

Rates:

Park or Loan Payback = quantities which Transporter RECEIVES from Shipper.

Loan or Park Payback = quantities which Transporter DELIVERS to Shipper.

<u>Dates</u>		<u>Rate Description</u>	<u>Rate (\$/dth)</u>
<u>From</u>	<u>Through</u>		
<u>04/01/2025</u>	<u>03/31/2026</u>	<u>Initial Rate</u>	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2025</u>	<u>03/31/2026</u>	<u>Balance Rate</u>	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2025</u>	<u>03/31/2026</u>	<u>Completion Rate</u>	<u>See Additional Terms Permitted by Tariff</u>

ADDITIONAL TERMS PERMITTED TARIFF:

For each month of the Term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Monthly Fee of \$442,500/month for the entirety of service provided under this Request Order 961297, Request Order 961298 and Request Order 961299. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 961297, Request Order 961298 and Request Order 961299; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 961297, Request Order 961298 and Request Order 961299 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 961297, Request Order 961298 and Request Order 961299; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS. It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order. Shipper must have a zero Dth balance at the end of each contract term.

If shipper elects a physical delivery point instead of a hub or pool point, it is the shipper’s responsibility to confirm with the downstream or upstream pipeline that they will accept displacement nominations, if necessary. Keep in mind that REX does not allow custody transfers (buys/sells) at physical locations that are deliveries only (e.g. NGPL Moultrie, ANR Shelby).

Shipper can elect multiple Injection/Withdrawal Points; provided however, shipper may not have an MAQ of less than 20,000 Dths at any Injection/Withdrawal Point on the system. Shippers may not have and MAQ of more than 50,000 Dths combined at points West of Segment 150 or East of Segment 360 or at the Cheyenne Hub Pool Points. The shipper will be provided a unique PALS contract (and therefore unique nominatable PALS contract number) for each Injection/Withdrawal Point selected.

Shipper may, at the negotiated rate, change and/or add an Injection/Withdrawal Point up to a total of five (5) times during the term of the agreement. A point change request must be received in writing. Point changes will only be granted if Shipper's balance is zero at the point they are leaving.

Gas injected at a specific point must be withdrawn from that same point and vice versa. Injections and withdrawals will not be netted across multiple Injection/Withdrawal Points.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representative.

Shipper Approval:

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: Its General Partner

Signature:

Title:

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature:

Title:

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 March 10, 2022, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.~~

1. ~~THIS AGREEMENT IS: (Check one)~~

~~X effective April 1, 2022 and is the original contract.~~

~~_____ effective _____, this Amendment No. _____ amends and restates~~

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.54 - NRA Castleton K# 961297

Section Version: 5.0.0

_____ FTS Contract No. _____ effective _____

_____ Capacity rights for this Agreement were permanently released from _____.

2. _____ SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

EDF TRADING NORTH AMERICA, LLC
ATTN: Jon Christ
4700 WEST SAM HOUSTON PKWY NORTH SUITE 250
HOUSTON, TX 77041
(814) 883-4945
jon.christ@edfenergyna.com

3. _____ TERM OF SERVICE:

_____ (Date, Period of Time or Event): April 1, 2022

_____ to

_____ (Date, Period of Time or Event): March 31, 2025

4. _____ SHIPPER'S STATUS:

_____ Local Distribution Company

_____ Intrastate Pipeline Company

_____ Interstate Pipeline Company

X Other: MARKETER

5. _____ TRANSPORTATION ON BEHALF OF:

_____ Local Distribution Company

_____ Intrastate Pipeline Company

_____ Interstate Pipeline Company

X Other: SHIPPER

6. _____ RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):

_____ (Date, Period of Time or Event) _____ MDQ

April 1, 2022 - March 31, 2025 17,500

7. _____ PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
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Issued on: March 31, 2025

Effective on: April 1, 2025

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.54 - NRA Castleton K# 961297

Section Version: 5.0.0

04/01/2022 – 03/31/2025	60364	REX/REX CHEYENNE COMPRESSION POOL	17,500	NO

8. ~~PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY (“MDDQ”):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
04/01/2022 – 03/31/2025	42804	OVRTHRUS/REX WAMSUTTER (OT #27) SWE	17,500	NO

9. ~~DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: “...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures.”): There is no delivery pressure agreement.~~

10. ~~RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)~~
~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:~~

~~(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)~~

Issued on: March 31, 2025

Effective on: April 1, 2025

☒ None
☐ Lump-sum payment of _____
☐ Monthly fee of _____ through _____.

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):~~

~~☐ Yes~~
~~☒ No~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):~~

~~☐ Yes~~
~~☒ No~~

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)
Applicable charges per Tariff as may be assessed by Transporter.~~

~~11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~☒ Not Applicable~~
~~☐ Applicable (Complete the following):~~

~~_____~~

~~Notice of ROFR Exercise: _____~~

~~_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~☐ Not Applicable~~
~~☒ Applicable (Complete the following):~~

~~Notice of Rollover Exercise:~~

~~☒ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~13. ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

~~N/A~~

~~14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:

Shipper: EDF Trading North America, 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 March 10, 2022 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and EDF Trading North America, 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:** April 1, 2022 through March 31, 2025.~~

~~1.2 — **Transportation Agreement:** Rate Schedule FTS, Agreement No. 956714, dated March 10, 2022.~~

~~The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.~~

~~1.3 — **Eligible Firm Transportation Quantity:** 17,500 dekatherms per day (“Dth/d”).~~

~~1.4 — **Negotiated Rate(s):**~~

~~For each month of the Negotiated Rate Term, Shipper shall pay a fixed negotiated reservation rate of \$5.17083 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement identified in Section 1.2 (“Negotiated Rate(s)”), plus all applicable maximum surcharges, incremental facilities rates, charges, fees, and penalties identified in the Tariff. All Allocated Deliveries utilizing eligible primary or secondary points (defined in Sections 1.5 to 1.8) will be summed, regardless of flow direction or whether the receipt/delivery paths do or do not overlap, to determine Shipper’s usage of its MDQ. Allocated Deliveries in excess of the MDQ are not eligible for the Negotiated Rate and will incur an additional charge over the Negotiated Rate(s) equal to the maximum interruptible rate found on Rate Schedule ITS plus any usage charges (“Additional Charge”).~~

~~1.5 — **Eligible Primary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

~~1.6 — **Eligible Secondary Receipt Point(s):**~~

~~All points located within segments 100, 110, 120, 130, 140, 150, 160, 170, 600, 610, 620, 630, 640 and 650 of Rockies Express’ system.~~

~~1.7 — **Eligible Primary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.~~

~~1.8 — **Eligible Secondary Delivery Point(s):**~~

~~All points located within segments 100, 110, 120, 130, 140, 150, 160, 170*, 600, 610, 620, 630, 640 and 650 of Rockies Express’ system.~~

~~* The Cheyenne Hub Facilities deliveries are subject to the Cheyenne Hub Incremental Facilities Rate.~~

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

- 2.1 ~~**General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement identified (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.~~
- 2.2 ~~**Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's FERC Tariff shall apply to service provided to Shipper under the Transportation Agreement.~~
- 2.3 ~~**Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

ROCKIES EXPRESS PIPELINE LLC _____ EDF TRADING NORTH AMERICA, LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.54 - NRA Castleton K# 961297

Section Version: 5.0.0

PALS REQUEST ORDER FORM

DATED: February 11, 2025

Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.

PALS Agreement #: 552795

Type of Service: Park ☒ Loan ☒

Initiation Point Name(s) and Location(s): WHITE RI/REX MEEKER RIO BLANCO 42234

Completion Point Name(s) and Location(s): WHITE RI/REX MEEKER RIO BLANCO 42234

Maximum Aggregate Quantity: 40,000 (Dth)

Minimum Aggregate Quantity: 0 (Dth)

Term: Start April 1, 2025 End March 31, 2026

Schedule:

<u>Date(s) Service to be Provided</u>		<u>Daily Quantity (Dth)</u>			
		<input checked="" type="checkbox"/> <u>Park or</u>		<input checked="" type="checkbox"/> <u>Loan or</u>	
		<input checked="" type="checkbox"/> <u>Loan Payback</u>		<input checked="" type="checkbox"/> <u>Park Payback</u>	
<u>From</u>	<u>Through</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
<u>04/01/2025</u>	<u>03/31/2026</u>	<u>0</u>	<u>20,000</u>	<u>0</u>	<u>20,000</u>

Rates:

Park or Loan Payback = quantities which Transporter RECEIVES from Shipper.

Loan or Park Payback = quantities which Transporter DELIVERS to Shipper.

<u>Dates</u>		<u>Rate Description</u>	<u>Rate (\$/dth)</u>
<u>From</u>	<u>Through</u>		
<u>04/01/2025</u>	<u>03/31/2026</u>	<u>Initial Rate</u>	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2025</u>	<u>03/31/2026</u>	<u>Balance Rate</u>	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2025</u>	<u>03/31/2026</u>	<u>Completion Rate</u>	<u>See Additional Terms Permitted by Tariff</u>

ADDITIONAL TERMS PERMITTED TARIFF:

For each month of the Term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Monthly Fee of \$442,500/month for the entirety of service provided under this Request Order 961298, Request Order 961297 and Request Order 961299. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 961297, Request Order 961298 and Request Order 961299; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 961297, Request Order 961298 and Request Order 961299 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 961297, Request Order 961298 and Request Order 961299; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS. It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order. Shipper must have a zero Dth balance at the end of each contract term.

If shipper elects a physical delivery point instead of a hub or pool point, it is the shipper’s responsibility to confirm with the downstream or upstream pipeline that they will accept displacement nominations, if necessary. Keep in mind that REX does not allow custody transfers (buys/sells) at physical locations that are deliveries only (e.g. NGPL Moultrie, ANR Shelby).

Shipper can elect multiple Injection/Withdrawal Points; provided however, shipper may not have an MAQ of less than 20,000 Dths at any Injection/Withdrawal Point on the system. Shippers may not have and MAQ of more than 50,000 Dths combined at points West of Segment 150 or East of Segment 360 or at the Cheyenne Hub Pool Points. The shipper will be provided a unique PALS contract (and therefore unique nominatable PALS contract number) for each Injection/Withdrawal Point selected.

Shipper may, at the negotiated rate, change and/or add an Injection/Withdrawal Point up to a total of five (5) times during the term of the agreement. A point change request must be received in writing. Point changes will only be granted if Shipper's balance is zero at the point they are leaving.

Gas injected at a specific point must be withdrawn from that same point and vice versa. Injections and withdrawals will not be netted across multiple Injection/Withdrawal Points.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representative.

Shipper Approval:

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: Its General Partner

Signature:

Title:

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature:

Title:

FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of May 1, 2024, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.~~

1. ~~THIS AGREEMENT IS:~~ (Check one)

~~_____~~ effective and is the original contract.

~~_____~~ X effective June 1, 2024, this Amendment No. 1 amends and restates

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.60 - NRA Castleton K# 961298

Section Version: 4.0.0

_____ FTS Contract No. 959366 effective November 10, 2023

_____ Capacity rights for this Agreement were permanently released from _____.

2. _____ SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

VITOL INC.
ATTN: JT James
2925 RICHMOND AVE, 11TH FLOOR
HOUSTON, TX 77098
(713) 230-1036
jtj@vitol.com

3. _____ TERM OF SERVICE:

_____ (Date, Period of Time or Event): December 2, 2023
_____ to

_____ (Date, Period of Time or Event): March 31, 2025

4. _____ SHIPPER'S STATUS:

_____ Local Distribution Company
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
X Other: MARKETER

5. _____ TRANSPORTATION ON BEHALF OF:

_____ Local Distribution Company
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
X Other: SHIPPER

6. _____ RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):

_____ (Date, Period of Time or Event) _____ MDQ

June 1, 2024 - March 31, 2025 20,000

7. _____ PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>6/1/2024 - 3/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>20,000</u>	<u>YES</u>

Issued on: March 31, 2025

Effective on: April 1, 2025

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)
6/1/2024 – 3/31/2025	42234D	WHITE R/REX MEEKER RIO BLANCO DELIVERY	20,000	NO

9. ~~DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures.")~~ There is no delivery pressure agreement.

10. ~~RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:~~

~~(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)~~

~~☒ None~~

~~☐ Lump sum payment of _____~~

~~☐ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):~~

~~☐ Yes~~

~~☒ No~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3~~

Capacity Enhancement Project):

 Yes

 X No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

~~Applicable charges per Tariff as may be assessed by Transporter.~~

11. ~~RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

(Check one):

 X Not Applicable

 Applicable (Complete the following):

Notice of ROFR Exercise: _____

 Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. ~~ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).~~

(Check one):

 X Not Applicable

 Applicable (Complete the following):

Notice of Rollover Exercise:

 Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ~~ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

N/A

14. ~~NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:

Shipper: Vitol Inc.

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on November 10, 2023 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Vitol, Inc.** (“Shipper”).

In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2025.

- 1.2 ~~**Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959366, dated November 10, 2023 (the “Transportation Agreement”).~~

FTS using REX Zone 3 Capacity Enhancement	From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project—March 31, 2024
FTS	April 1, 2024—March 31, 2025

~~The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.~~

- 1.3 ~~**Eligible Firm Transportation Quantity:** 20,000 dekatherms per day (“Dth/d”).~~

- 1.4 ~~**Negotiated Rate(s):**~~

~~For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$17.26145 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).~~

- 1.5 ~~**Eligible Primary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

- 1.6 ~~**Eligible Secondary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any receipt point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, in Zone 2*, and Zone 3, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.~~

- 1.7 ~~**Eligible Primary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.~~

- 1.8 ~~**Eligible Secondary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any delivery point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, in Zone 2*, and Zone 3, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.~~

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

- 2.1 ~~General Negotiated Rate Limitations.~~ The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.
- 2.2 ~~Applicable Maximum Rates, Charges, and Surcharges.~~ Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”) shall apply to service provided to Shipper under the Transportation Agreement.
- 2.3 ~~Capacity Releases.~~ Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

ROCKIES EXPRESS PIPELINE LLC	VITOL, INC.
_____	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

PALS REQUEST ORDER FORM

DATED: February 11, 2025

Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.

PALS Agreement #: 552795

Type of Service: Park ☒ Loan ☒

Initiation Point Name(s) and Location(s): CLARINGTON HUB POOL 45222

Completion Point Name(s) and Location(s): CLARINGTON HUB POOL 45222

Maximum Aggregate Quantity: 20,000 (Dth)

Minimum Aggregate Quantity: 0 (Dth)

Term: Start April 1, 2025 End March 31, 2026

Schedule:

<u>Date(s) Service to be Provided</u>		<u>Daily Quantity (Dth)</u>			
		<input checked="" type="checkbox"/> <u>Park or</u>		<input checked="" type="checkbox"/> <u>Loan or</u>	
		<input checked="" type="checkbox"/> <u>Loan Payback</u>		<input checked="" type="checkbox"/> <u>Park Payback</u>	
<u>From</u>	<u>Through</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
<u>04/01/2025</u>	<u>03/31/2026</u>	<u>0</u>	<u>10,000</u>	<u>0</u>	<u>10,000</u>

Rates:

Park or Loan Payback = quantities which Transporter RECEIVES from Shipper.

Loan or Park Payback = quantities which Transporter DELIVERS to Shipper.

<u>Dates</u>		<u>Rate Description</u>	<u>Rate (\$/dth)</u>
<u>From</u>	<u>Through</u>		
<u>04/01/2025</u>	<u>03/31/2026</u>	<u>Initial Rate</u>	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2025</u>	<u>03/31/2026</u>	<u>Balance Rate</u>	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2025</u>	<u>03/31/2026</u>	<u>Completion Rate</u>	<u>See Additional Terms Permitted by Tariff</u>

ADDITIONAL TERMS PERMITTED TARIFF:

For each month of the Term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Monthly Fee of \$442,500/month for the entirety of service provided under this Request Order 961299, Request Order 961297 and Request Order 961298. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 961297, Request Order 961298 and Request Order 961299; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 961297, Request Order 961298 and Request Order 961299 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 961297, Request Order 961298 and Request Order 961299; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS. It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order. Shipper must have a zero Dth balance at the end of each contract term.

If shipper elects a physical delivery point instead of a hub or pool point, it is the shipper’s responsibility to confirm with the downstream or upstream pipeline that they will accept displacement nominations, if necessary. Keep in mind that REX does not allow custody transfers (buys/sells) at physical locations that are deliveries only (e.g. NGPL Moultrie, ANR Shelby).

Shipper can elect multiple Injection/Withdrawal Points; provided however, shipper may not have an MAQ of less than 20,000 Dths at any Injection/Withdrawal Point on the system. Shippers may not have and MAQ of more than 50,000 Dths combined at points West of Segment 150 or East of Segment 360 or at the Cheyenne Hub Pool Points. The shipper will be provided a unique PALS contract (and therefore unique nominatable PALS contract number) for each Injection/Withdrawal Point selected.

Shipper may, at the negotiated rate, change and/or add an Injection/Withdrawal Point up to a total of five (5) times during the term of the agreement. A point change request must be received in writing. Point changes will only be granted if Shipper's balance is zero at the point they are leaving.

Gas injected at a specific point must be withdrawn from that same point and vice versa. Injections and withdrawals will not be netted across multiple Injection/Withdrawal Points.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representative.

Shipper Approval:

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: Its General Partner

Signature:

Title:

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature:

Title:

FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of May 3, 2023, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.~~

1. ~~THIS AGREEMENT IS:~~ (Check one)

~~___ effective and is the original contract.~~

~~___~~ X effective June 1, 2024, this Amendment No. 1 amends and restates

Rockies Express Pipeline LLC

FERC Gas Tariff

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_____ FTS Contract No. 959368 effective November 10, 2023

_____ Capacity rights for this Agreement were permanently released from _____.

2. _____ SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

HARTREE PARTNERS, LP.
ATTN: Virag Jaisinghani
1200 SMITH STREET, SUITE 1160
HOUSTON, TX 77002
(713) 470-6984
vjaisinghani@hartreepartners.com

3. _____ TERM OF SERVICE:

_____ (Date, Period of Time or Event): December 2, 2023
_____ to

_____ (Date, Period of Time or Event): March 31, 2025

4. _____ SHIPPER'S STATUS:

_____ Local Distribution Company
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
X Other: MARKETER

5. _____ TRANSPORTATION ON BEHALF OF:

_____ Local Distribution Company
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
X Other: SHIPPER

6. _____ RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):

_____ (Date, Period of Time or Event) _____ MDQ

June 1, 2024 - March 31, 2025 25,000

7. _____ PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>06/01/2024 - 03/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>25,000</u>	<u>YES</u>

Issued on: March 31, 2025

Effective on: April 1, 2025

Rockies Express Pipeline LLC

FERC Gas Tariff

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Section Version: 12.0.0

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8. ~~PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY (“MDDQ”)~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
06/01/2024 – 03/31/2025	42234D	WHITE RI/REX MEEKER RIO BLANCO DELIVERY	25,000	NO

9. ~~DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: “...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures.”): There is no delivery pressure agreement.~~

10. ~~RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:~~

~~(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff) _____~~

~~☒ None~~

~~☐ Lump sum payment of _____~~

~~☐ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):~~

Issued on: March 31, 2025

Effective on: April 1, 2025

☐ Yes

☒ No

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):~~

☐ Yes

☒ No

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)~~

~~Applicable charges per Tariff as may be assessed by Transporter.~~

11. ~~RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

☒ ~~Not Applicable~~

☐ ~~Applicable (Complete the following):~~

~~_____~~

~~Notice of ROFR Exercise: _____~~

~~_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

12. ~~ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

☒ ~~Not Applicable~~

☐ ~~Applicable (Complete the following):~~

~~Notice of Rollover Exercise:~~

~~_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

13. ~~ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

~~N/A~~

14. ~~NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:Shipper: ~~Hartree Partners, LP.~~

Signature: _____

Title: _____

Transporter Approval:Transporter: ~~Rockies Express Pipeline LLC~~

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on November 10, 2023 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Hartree Partners, LP.** (“Shipper”).~~

~~In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.~~

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

~~1.1 **Negotiated Rate Term:** From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2025.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement~~

~~Project capacity), Agreement No. 959368, dated November 10, 2023 (“Transportation Agreement”).~~

FTS using REX Zone 3 Capacity Enhancement	From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project March 31, 2024
FTS	April 1, 2024 March 31, 2025

~~The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.~~

~~1.3 **Eligible Firm Transportation Quantity:** 25,000 dekatherms per day (“Dth/d”).~~

~~1.4 **Negotiated Rate(s):**~~

~~For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$15.53000 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).~~

~~1.5 **Eligible Primary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

~~1.6 **Eligible Secondary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any receipt point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, in Zone 2*, and Zone 3, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.~~

~~1.7 **Eligible Primary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.~~

~~1.8 **Eligible Secondary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any delivery point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, in Zone 2*, and Zone 3, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on the REX mainline.~~

~~* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.~~

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

- 2.1 ~~**General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.~~
- 2.2 ~~**Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.~~
- 2.3 ~~**Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

ROCKIES EXPRESS PIPELINE LLC _____ HARTREE PARTNERS, LP. _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of February 13, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

X effective 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:

 INDIANAPOLIS POWER & LIGHT COMPANY
 ATTN: Alex Dickerson
 ONE MONUMENT CIRCLE
 INDIANAPOLIS, IN 46204
 (317) 261-8707
 alex.dickerson@aes.com

3. TERM OF SERVICE:

 (Date, Period-of-Time or Event): April 1, 2025
 to
 (Date, Period-of-Time or Event): March 31, 2035

4. SHIPPER'S STATUS:

 Local Distribution Company
 Intrastate Pipeline Company
 Interstate Pipeline Company
X Other: END USER

Rockies Express Pipeline LLC

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5. TRANSPORTATION ON BEHALF OF:Local Distribution CompanyIntrastate Pipeline CompanyInterstate Pipeline CompanyX Other: SHIPPER**6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):**(Date, Period-of-Time or Event) MDQApril 1, 2025 - March 31, 2035 150,000**7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):**

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 03/31/2035</u>	<u>60364</u>	<u>REX/REX</u> <u>CHEYENNE</u> <u>COMPRESSION</u> <u>POOL</u>	<u>150,000</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 - 03/31/2035</u>	<u>44430</u>	<u>CITIZENS/REX</u> <u>MORGAN</u>	<u>150,000</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.

Issued on: March 31, 2025

Effective on: April 1, 2025

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

☒ None

Lump-sum payment of

Monthly fee of through.

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):

Yes

☒ No

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):

Yes

☒ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).

(Check one):

☒ Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. **ROLLOVER PROVISIONS:** (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).

(Check one):

Not Applicable

X Applicable (Complete the following):

Notice of Rollover Exercise:

X Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. **ADDITIONAL TERMS PERMITTED BY TARIFF:**

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

N/A

14. **NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:**

Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Shipper Approval:

Shipper: Indianapolis Power & Light Company

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on March 20, 2025 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Indianapolis Power & Light Company ("Shipper"). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Negotiated Rate Agreement between the parties hereto, dated February 13, 2025, and applicable to the Transportation Agreement identified in Section 1.2 below.

In accordance with the provisions of REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff"), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From April 1, 2025 through March 31, 2035.

1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961311, dated February 13, 2025 (the "Transportation Agreement").

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 **Eligible Firm Transportation Quantity:** 150,000 dekatherms per day ("Dth/d").

1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$7.60417 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s)").

1.5 **Eligible Primary Receipt Point(s):**

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 **Eligible Secondary Receipt Point(s):** All points in Zone 1, Segments 160* and 170*, excluding Segments 700, 710, 720, 730, 740, and 750.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

<u>NAME</u>	<u>LOCATION</u>
<u>PEPL/REX DEL PUTNAM</u>	<u>44415</u>
<u>MIDWSTRN/REX EDGAR</u>	<u>43537</u>
<u>CITIZENS/REX MORGAN</u>	<u>44430</u>
<u>TGT/REX JOHNSON</u>	<u>60148</u>
<u>TRUNKLNE/REX DOUGLAS</u>	<u>44414</u>
<u>VECTREN NORTH/REX</u>	<u>60157</u>
<u>EAGLE VALLEY MORGAN</u>	

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

2.1 General Negotiated Rate Limitations. The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement identified (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.

2.2 Applicable Maximum Rates, Charges, and Surcharges. Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's FERC Tariff shall apply to service provided to Shipper under the Transportation Agreement.

2.3 Capacity Releases. Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity

release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

ROCKIES EXPRESS PIPELINE LLC INDIANAPOLIS POWER &
LIGHT COMPANY

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of May 1, 2024, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.~~

1. ~~THIS AGREEMENT IS: (Check one)~~

~~_____ effective and is the original contract.~~

~~_____ X effective June 1, 2024, this Amendment No. 1 amends and restates~~
~~_____ FTS Contract No. 959372 effective November 10, 2023~~

~~_____ Capacity rights for this Agreement were permanently released from _____.~~

2. ~~SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:~~

BP ENERGY COMPANY
ATTN: Kai Olsen
201 HELIOS WAY
HOUSTON, TX 77079
(713) 323-2559

kai.olsen@uk.bp.com

3. ~~TERM OF SERVICE:~~

~~(Date, Period of Time or Event):~~ December 2, 2023

~~to~~

~~(Date, Period of Time or Event):~~ March 31, 2025

4. ~~SHIPPER'S STATUS:~~

~~Local Distribution Company~~

~~Intrastate Pipeline Company~~

~~Interstate Pipeline Company~~

~~X~~ Other: MARKETER

5. ~~TRANSPORTATION ON BEHALF OF:~~

~~Local Distribution Company~~

~~Intrastate Pipeline Company~~

~~Interstate Pipeline Company~~

~~X~~ Other: SHIPPER

6. ~~RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~

~~(Date, Period of Time or Event)~~ ~~MDQ~~

June 1, 2024 - March 31, 2025 30,000

7. ~~PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>06/01/2024 - 03/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>30,000</u>	<u>YES</u>

8. ~~PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)

Rockies Express Pipeline LLC

FERC Gas Tariff

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Section 4.67 - NRA IPLC K# 961311

Section Version: 6.0.0

06/01/2024 – 03/31/2025	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>30,000</u>	<u>NO</u>

9. ~~DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures.")~~ There is no delivery pressure agreement.

10. ~~RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:~~

~~(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)~~

~~☒ None~~

~~☐ Lump sum payment of _____~~

~~☐ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):~~

~~☐ Yes~~

~~☒ No~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):~~

~~☐ Yes~~

~~☒ No~~

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)~~

~~Applicable charges per Tariff as may be assessed by Transporter.~~

Issued on: March 31, 2025

Effective on: April 1, 2025

~~11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff):~~

~~(Check one):~~

~~☒ Not Applicable~~

~~☐ Applicable (Complete the following):~~

~~_____~~

~~Notice of ROFR Exercise: _____~~

~~_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff):~~

~~(Check one):~~

~~☒ Not Applicable~~

~~☐ Applicable (Complete the following):~~

~~Notice of Rollover Exercise:~~

~~_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~13. ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

~~N/A~~

~~14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:Shipper: BP Energy Company

Signature: _____

Title: _____

Transporter Approval:Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on November 10, 2023 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **BP Energy Company** (“Shipper”).

In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project through March 31, 2025.

1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 959372, dated November 10, 2023 (“Transportation Agreement”).

<u>FTS using REX Zone 3 Capacity Enhancement</u>	From the later of December 1, 2023 or the In-Service date of the White River Bi-Directional Project — March 31, 2024
<u>FTS</u>	<u>April 1, 2024 — March 31, 2025</u>

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 **Eligible Firm Transportation Quantity:** 30,000 dekatherms per day (“Dth/d”).

1.4 **Negotiated Rate(s):**

~~For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$17.82700 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s)").~~

~~1.5 — **Eligible Primary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

~~1.6 — **Eligible Secondary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any receipt point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, in Zone 2*, and Zone 3, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on the REX mainline.~~

~~* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.~~

~~1.7 — **Eligible Primary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.~~

~~1.8 — **Eligible Secondary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any delivery point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, in Zone 2*, and Zone 3, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on the REX mainline.~~

~~* The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate.~~

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

~~2.1 — **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.~~

~~2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.~~

~~2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

~~_____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

~~ROCKIES EXPRESS PIPELINE LLC _____ BP ENERGY COMPANY _____~~

~~By: _____ By: _____~~

~~Name: _____ Name: _____~~

~~Title: _____ Title: _____~~

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 March 5, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

X effective 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:

 MIECO, INC.
 ATTN: Cory Rowan
 12110 N. PECOS STREET, STE 270
 WESTMINSTER, CO 80234
 (303) 450-0006
 crowan@mieco.com

3. TERM OF SERVICE:

 (Date, Period-of-Time or Event): April 1, 2025
 to
 (Date, Period-of-Time or Event): October 31, 2025

4. SHIPPER'S STATUS:

 Local Distribution Company
 Intrastate Pipeline Company
 Interstate Pipeline Company
X Other: MARKETER

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.68 - NRA Mico K# 961431

Section Version: 8.0.0

5. TRANSPORTATION ON BEHALF OF:Local Distribution CompanyIntrastate Pipeline CompanyInterstate Pipeline CompanyX 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, 2025</u>	<u>50,000</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 - 10/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>50,000</u>	<u>YES</u>

8. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 10/31/2025</u>	<u>42228</u>	<u>CIG/REX FREWEN LAKE SWEETWATER</u>	<u>50,000</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.

Issued on: March 31, 2025

Effective on: April 1, 2025

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

X None

Lump-sum payment of

Monthly fee of through.

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):

Yes

X No

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):

Yes

X No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).

(Check one):

X Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. **ROLLOVER PROVISIONS:** (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).

(Check one):

 X Not Applicable

 Applicable (Complete the following):

 Notice of Rollover Exercise:

 Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. **ADDITIONAL TERMS PERMITTED BY TARIFF:**

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

N/A

14. **NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:**

Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Shipper Approval:

Shipper: Mico, Inc.

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on March 5, 2025 ("Agreement Date") by and between Rockies Express Pipeline LLC ("REX") and Mico, Inc. ("Shipper").

In accordance with the provisions of REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff"), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From April 1, 2025 through October 31, 2025.

1.2 **Transportation Agreement:** Rate Schedule FTS Agreement No. 961431, dated March 5, 2025 (the "Transportation Agreement").

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 **Eligible Firm Transportation Quantity:** 50,000 dekatherms per day ("Dth/d").

1.4 **Negotiated Rate(s):**

The Negotiated Rate(s) consist of a Fixed Negotiated Reservation Rate and an Index Sharing Component, as each are described below.

Fixed Negotiated Reservation Rate: For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$1.52083 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

Index Sharing Component: In addition to the Fixed Negotiated Reservation Rate, Shipper will also pay REX the Monthly Sharing Amount (defined herein), which will be calculated in the following manner:

The "Net Daily Spread" is defined as the difference remaining after the following calculation for each day within the month:

- a. The daily index price for one of the following: (1) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or (3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the

ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.

- b. **Minus** the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and
- c. **Minus** Minus the sum of the following: (i) the applicable REX Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsections (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), or (b)(7) immediately above; (ii) the applicable Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) stated above in this Section 1.4 for Shipper's delivered quantity up to the MDQ; (iv) the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price if the receipt location is located on Segment 390 or 400; (v) the applicable commodity rate; and (vi) the ACA rate.

On each day during the Negotiated Rate Term, REX will calculate the Net Daily Spread (as described above). The Net Daily Spread will then be multiplied by Shipper's delivered quantity under the Transportation Agreement on each day to determine the "Daily Amount." For each day within the month that results in a positive Daily Amount (i.e., above zero (0)), REX will multiply the Daily Amount by eighty hundredths (0.80) (the product of such calculation is the "Daily Sharing Amount"). The sum of the Daily Sharing Amount(s) for each month shall be the "Monthly Sharing Amount." For each month of the Negotiated Rate Term, the Shipper shall pay the Monthly Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.

1.5 Eligible Primary Receipt Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

ARTICLE 2**NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES**

2.1 General Negotiated Rate Limitations. The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.

2.2 Applicable Maximum Rates, Charges, and Surcharges. Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.

2.3 Capacity Releases. Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement

shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

ROCKIES EXPRESS PIPELINE LLC MIECO, INC.

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT~~ **~~APPLICABLE TO FIRM TRANSPORTATION SERVICE~~** **~~UNDER RATE SCHEDULE FTS~~**

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of November 24, 2024, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.~~

1. ~~THIS AGREEMENT IS: (Check one)~~

~~_____ effective and is the original contract.~~

~~_____ X effective December 1, 2024 _____, this Amendment No. 1 amends and restates FTS Contract No. 960657 effective September 23, 2024 _____~~

~~_____ Capacity rights for this Agreement were permanently released from _____.~~

2. ~~SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:~~

MIECO, INC.
ATTN: Cory Rowan

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.68 - NRA Mico K# 961431

Section Version: 8.0.0

12110 N. PECOS STREET, STE 270
WESTMINSTER, CO 80234
(303) 450-0006
crowan@mico.com

3. ~~TERM OF SERVICE:~~

~~(Date, Period of Time or Event):~~ November 1, 2024
~~to~~
~~(Date, Period of Time or Event):~~ March 31, 2025

4. ~~SHIPPER'S STATUS:~~

~~Local Distribution Company~~
~~Intrastate Pipeline Company~~
~~Interstate Pipeline Company~~
~~X~~ Other: MARKETER

5. ~~TRANSPORTATION ON BEHALF OF:~~

~~Local Distribution Company~~
~~Intrastate Pipeline Company~~
~~Interstate Pipeline Company~~
~~X~~ Other: SHIPPER

6. ~~RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~

~~(Date, Period of Time or Event)~~ ~~MDQ~~
December 1, 2024 - March 31, 2025 40,000

7. ~~PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>12/01/2024 - 03/31/2025</u>	<u>42234</u>	<u>WHITE RI/REX MEEKER RIO BLANCO</u>	<u>40,000</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)
12/01/2024 - 03/31/2025	45222	CLARINGTON HUB POOL	40,000	NO

9. ~~DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."):~~ There is no delivery pressure agreement.

10. ~~RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)~~
~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:~~

~~(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)~~

~~☒ None~~

~~☐ Lump sum payment of _____~~

~~☐ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):~~

☐ Yes

☒ No

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):~~

☐ Yes

☒ No

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)~~

~~Applicable charges per Tariff as may be assessed by Transporter.~~

~~11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

☒ Not Applicable

☐ Applicable (Complete the following):

~~Notice of ROFR Exercise: _____~~

~~_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

☒ Not Applicable

☐ Applicable (Complete the following):

~~Notice of Rollover Exercise:~~

~~_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~13. ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

N/A

~~14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:

Shipper: Mieco, Inc.

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on November 22, 2024 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Mieco, Inc. (“Shipper”).~~

~~In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.~~

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

~~1.1 — **Negotiated Rate Term:** From December 1, 2024 through March 31, 2025.~~

~~1.2 — **Transportation Agreement:** Rate Schedule FTS, Agreement No. 960657, dated November 22, 2024 (the “Transportation Agreement”).~~

~~The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.~~

~~1.3 — **Eligible Firm Transportation Quantity:** 40,000 dekatherms per day (“Dth/d”).~~

~~1.4 — **Negotiated Rate(s):**~~

~~The Negotiated Rate(s) consist of a Fixed Negotiated Reservation Rate and an Index Sharing Component, as each are described below.~~

~~Fixed Negotiated Reservation Rate: For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$2.43333 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.~~

~~Index Sharing Component: In addition to the Fixed Negotiated Reservation Rate, Shipper will also pay REX the Monthly Sharing Amount (defined herein), which will be calculated in the following manner:~~

~~The “Net Daily Spread” is defined as the difference remaining after the following calculation for each day within the month:~~

a. ~~The daily index price for one of the following: (1) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or (3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.~~

b. ~~Minus the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and~~

c. ~~Minus the sum of the following: (i) the applicable REX Fuel and L&U Reimbursement percentage valued daily~~

~~at the applicable receipt pricing location identified in subsections (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), or (b)(7) immediately above; (ii) the applicable Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) stated above in this Section 1.4 for Shipper's delivered quantity up to the MDQ; (iv) the ICE NG Firm Phys, ID, GDD REX Z3 (receipt) (Z5P) Daily Weighted Average Price if the receipt location is located on Segment 390 or 400; (v) the applicable commodity rate; and (vi) the ACA rate.~~

~~On each day during the Negotiated Rate Term, REX will calculate the Net Daily Spread (as described above). The Net Daily Spread will then be multiplied by Shipper's delivered quantity under the Transportation Agreement on each day to determine the "Daily Amount." For each day within the month that results in a positive Daily Amount (i.e., above zero (0)), REX will multiply the Daily Amount by eighty hundredths (0.80) (the product of such calculation is the "Daily Sharing Amount"). The sum of the Daily Sharing Amount(s) for each month shall be the "Monthly Sharing Amount." For each month of the Negotiated Rate Term, the Shipper shall pay the Monthly Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.~~

1.5 — Eligible Primary Receipt Point(s):

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

1.6 — Eligible Secondary Receipt Point(s):

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of All points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.~~

~~*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

1.7 — Eligible Primary Delivery Point(s):

~~The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.~~

1.8 — Eligible Secondary Delivery Point(s):

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.~~

~~*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

- 2.1 ~~**General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.~~
- 2.2 ~~**Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.~~
- 2.3 ~~**Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

~~_____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

ROCKIES EXPRESS PIPELINE LLC _____ MIECO, INC. _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of March 12, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

X effective 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:

TWIN EAGLE RESOURCE MANAGEMENT, LLC
ATTN: Brittney Purdy
1700 CITY PLAZA DRIVE SUITE 500
SPRING, TX 77389
(970) 759-4116
brittney.purdy@twineagle.com

3. TERM OF SERVICE:

 (Date, Period-of-Time or Event): April 1, 2025
 to
 (Date, Period-of-Time or Event): October 31, 2027

4. SHIPPER'S STATUS:

 Local Distribution Company
 Intrastate Pipeline Company
 Interstate Pipeline Company
X Other: MARKETER

Rockies Express Pipeline LLC

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Section Version: 3.0.0

5. TRANSPORTATION ON BEHALF OF:Local Distribution CompanyIntrastate Pipeline CompanyInterstate Pipeline CompanyX 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, 2027</u>	<u>10,000</u>

7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 10/31/2027</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>10,000</u>	<u>NO</u>

8. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 10/31/2027</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>10,000</u>	<u>NO</u>

9. DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."): There is no delivery pressure agreement.

Issued on: March 31, 2025

Effective on: April 1, 2025

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

☒ None

Lump-sum payment of

Monthly fee of through.

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):

Yes

☒ No

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):

Yes

☒ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).

(Check one):

☒ Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).

(Check one):

X Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

N/A

14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Shipper Approval:

Shipper: Twin Eagle Resource Management, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on March 12, 2025 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Twin Eagle Resource Management, LLC ("Shipper").

In accordance with the provisions of REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff"), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From April 1, 2025 through October 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961435, dated March 12, 2025 (the "Transportation Agreement").

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 **Eligible Firm Transportation Quantity:** 10,000 dekatherms per day ("Dth/d").

1.4 **Negotiated Rate(s):**

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 \$8.54700 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s")).

1.5 **Eligible Primary Receipt Point(s):**

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 **Eligible Secondary Receipt Point(s):** Any Point located in Zone 1 (excluding Segments 700, 710, 720, 730, 740, and 750), Segments 160*, 170* and within Zone 2*, provided it results in transport that is in the West to East direction.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s): Any Point located on Segments 130, 140, 150, 160*, 170*, and within Zone 2* and Zone 3, provided it results in transport that is in the West to East direction.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

ARTICLE 2**NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES**

2.1 General Negotiated Rate Limitations. The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement identified (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.

2.2 Applicable Maximum Rates, Charges, and Surcharges. Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's FERC Tariff shall apply to service provided to Shipper under the Transportation Agreement.

2.3 Capacity Releases. Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

Rockies Express Pipeline LLC

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ROCKIES EXPRESS PIPELINE LLCTWIN EAGLE RESOURCEMANAGEMENT, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

PALS REQUEST ORDER FORMDATED: March 4, 2024Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.PALS Agreement #: 552795Type of Service: Park X Loan X.Initiation Point Name(s) and Location(s): NGPL/REX MOULTRIE 44413Completion Point Name(s) and Location(s): NGPL/REX MOULTRIE 44413Maximum Aggregate Quantity: 40,000 (Dth)Minimum Aggregate Quantity: 0 (Dth)Term: Start April 1, 2024 End March 31, 2025**Schedule:**

Date(s) Service to be Provided		Daily Quantity (Dth)			
		<input checked="" type="checkbox"/> Park or <input checked="" type="checkbox"/> Loan Payback		<input checked="" type="checkbox"/> Loan or <input checked="" type="checkbox"/> Park Payback	
		Minimum	Maximum	Minimum	Maximum
<u>04/01/2024</u>	<u>03/31/2025</u>	<u>0</u>	<u>20,000</u>	<u>0</u>	<u>20,000</u>

Issued on: March 31, 2025

Effective on: April 1, 2025

Rockies Express Pipeline LLC

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Rates:

Park or Loan Payback = quantities which Transporter RECEIVES from Shipper.

Loan or Park Payback = quantities which Transporter DELIVERS to Shipper.

Dates			
From	Through	Rate Description	Rate (\$/dth)
<u>04/01/2024</u>	<u>03/31/2025</u>	Initial Rate	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2024</u>	<u>03/31/2025</u>	Balance Rate	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2024</u>	<u>03/31/2025</u>	Completion Rate	<u>See Additional Terms Permitted by Tariff</u>

ADDITIONAL TERMS PERMITTED TARIFF:

For each month of the Term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Monthly Fee of \$384,000/month for the entirety of service provided under this Request Order 959862, Request Order 959863 and Request Order 959864. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 959862, Request Order 959863 and Request Order 959864; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 959862, Request Order 959863 and Request Order 959864 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 959862, Request Order 959863 and Request Order 959864; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS. It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order. Shipper must have a zero Dth balance at the end of each contract term.

If shipper elects a physical delivery point instead of a hub or pool point, it is the shipper’s responsibility to confirm with the downstream or upstream pipeline that they will accept displacement nominations, if necessary. Keep in mind that REX does not allow custody transfers (buys/sells) at physical locations that are deliveries only (e.g. NGPL Moultrie, ANR Shelby).

Shipper can elect multiple Injection/Withdrawal Points; provided however, shipper may not have an MAQ of less than 20,000 Dths at any Injection/Withdrawal Point on the system. Shippers may not have and MAQ of more than 50,000 Dths combined at points West of Segment 150 or East of Segment 360 or at the Cheyenne Hub Pool Points. The shipper will be provided a unique PALS

Issued on: March 31, 2025

Effective on: April 1, 2025

Rockies Express Pipeline LLC

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contract (and therefore unique nominatable PALS contract number) for each Injection/Withdrawal Point selected.

Shipper may, at the negotiated rate, change and/or add an Injection/Withdrawal Point up to a total of five (5) times during the term of the agreement. A point change request must be received in writing. Point changes will only be granted if Shipper's balance is zero at the point they are leaving.

Gas injected at a specific point must be withdrawn from that same point and vice versa. Injections and withdrawals will not be netted across multiple Injection/Withdrawal Points.

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representative.~~

Shipper Approval:

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: Its General Partner

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

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 March 12, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

X effective 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:

 STANCHION GAS MARKETING, LLC
 ATTN: Kevin Lambert
 11550 ASH STREET SUITE 220
 LEAWOOD, KS 66211
 (949) 397-7947
 kevin.lambert@stanchionenergy.com

3. TERM OF SERVICE:

 (Date, Period-of-Time or Event): April 1, 2025
 to
 (Date, Period-of-Time or Event): June 30, 2027

4. SHIPPER'S STATUS:

 Local Distribution Company
 Intrastate Pipeline Company
 Interstate Pipeline Company
X Other: MARKETER

Rockies Express Pipeline LLC

FERC Gas Tariff

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Section 4.72 - NRA Stanchion K# 961436

Section Version: 6.0.0

5. TRANSPORTATION ON BEHALF OF:Local Distribution CompanyIntrastate Pipeline CompanyInterstate Pipeline CompanyX Other: SHIPPER**6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):**(Date, Period-of-Time or Event) MDQApril 1, 2025 - June 30, 2027 30,000**7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):**

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 06/30/2027</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</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 - 06/30/2027</u>	<u>60148</u>	<u>TGT/REX</u> <u>JOHNSON</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.

Issued on: March 31, 2025

Effective on: April 1, 2025

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

☒ None

Lump-sum payment of _____

Monthly fee of _____ through _____.

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):

☐ Yes

☒ No

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):

☐ Yes

☒ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).

(Check one):

X Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

N/A

14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Shipper Approval:

Shipper: Stanchion Gas Marketing, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on March 12, 2025 ("Agreement Date") by and between Rockies Express Pipeline LLC ("REX") and Stanchion Gas Marketing, LLC ("Shipper").

In accordance with the provisions of REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff"), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From April 1, 2025 through June 30, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961436, dated March 12, 2025 (the "Transportation Agreement").

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 **Eligible Firm Transportation Quantity:** 30,000 dekatherms per day ("Dth/d").

1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$9.31358 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s)").

1.5 **Eligible Primary Receipt Point(s):**

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 **Eligible Secondary Receipt Point(s):** Any Point located in Zone 1 (excluding Segments 700, 710, 720, 730, 740, and 750), Segments 160*, 170* and within Zone 2*, provided it results in transport that is in the West to East direction.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s): Any Point located on Segments 130, 140, 150, 160*, 170*, and within Zone 2* and Zone 3, provided it results in transport that is in the West to East direction.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

ARTICLE 2**NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES**

2.1 General Negotiated Rate Limitations. The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement identified (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.

2.2 Applicable Maximum Rates, Charges, and Surcharges. Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's FERC Tariff shall apply to service provided to Shipper under the Transportation Agreement.

2.3 Capacity Releases. Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

Rockies Express Pipeline LLC

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Section Version: 6.0.0

ROCKIES EXPRESS PIPELINE LLCSTANCHION GAS MARKETING, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

PALS REQUEST ORDER FORMDATED: March 4, 2024Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.PALS Agreement #: 552795Type of Service: Park ☒ Loan ☒.Initiation Point Name(s) and Location(s): LEBANON HUB POOL 44962Completion Point Name(s) and Location(s): LEBANON HUB POOL 44962Maximum Aggregate Quantity: 40,000 (Dth)Minimum Aggregate Quantity: 0 (Dth)Term: Start April 1, 2024 End March 31, 2025Amendment #3: Start February 14, 2025 End: March 31, 2025**Schedule:**

Date(s) Service to be Provided		Daily Quantity (Dth)			
		<input checked="" type="checkbox"/> Park or <input checked="" type="checkbox"/> Loan Payback		<input checked="" type="checkbox"/> Loan or <input checked="" type="checkbox"/> Park Payback	
		Minimum	Maximum	Minimum	Maximum
<u>04/01/2024</u>	<u>03/31/2025</u>	<u>0</u>	<u>20,000</u>	<u>0</u>	<u>20,000</u>

Issued on: March 31, 2025

Effective on: April 1, 2025

Rockies Express Pipeline LLC

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Section Version: 6.0.0

<u>Amendment #3</u>					
<u>02/14/2025</u>	<u>03/31/2025</u>	<u>0</u>	<u>20,000</u>	<u>0</u>	<u>20,000</u>

Rates:

Park or Loan Payback = quantities which Transporter RECEIVES from Shipper.

Loan or Park Payback = quantities which Transporter DELIVERS to Shipper.

Dates			
From	Through	Rate Description	Rate (\$/dth)
<u>04/01/2024</u>	<u>03/31/2025</u>	Initial Rate	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2024</u>	<u>03/31/2025</u>	Balance Rate	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2024</u>	<u>03/31/2025</u>	Completion Rate	<u>See Additional Terms Permitted by Tariff</u>

ADDITIONAL TERMS PERMITTED TARIFF:

For each month of the Term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Monthly Fee of \$384,000/month for the entirety of service provided under this Request Order 959863 A3, Request Order 959862 and Request Order 959864 A3. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 959862, Request Order 959863 A3 and Request Order 959864 A3; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 959862, Request Order 959863 A3 and Request Order 959864 A3 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 959862, Request Order 959863 A3 and Request Order 959864 A3; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS. It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order. Shipper must have a zero Dth balance at the end of each contract term.

If shipper elects a physical delivery point instead of a hub or pool point, it is the shipper’s responsibility to confirm with the downstream or upstream pipeline that they will accept displacement nominations, if necessary. Keep in mind that REX does not allow custody transfers (buys/sells) at physical locations that are deliveries only (e.g. NGPL Moultrie, ANR Shelby).

Shipper can elect multiple Injection/Withdrawal Points; provided however, shipper may not have an MAQ of less than 20,000 Dths at any Injection/Withdrawal Point on the system. Shippers may not

Issued on: March 31, 2025

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~~have and MAQ of more than 50,000 Dths combined at points West of Segment 150 or East of Segment 360 or at the Cheyenne Hub Pool Points. The shipper will be provided a unique PALS contract (and therefore unique nominatable PALS contract number) for each Injection/Withdrawal Point selected.~~

~~Shipper may, at the negotiated rate, change and/or add an Injection/Withdrawal Point up to a total of five (5) times during the term of the agreement. A point change request must be received in writing. Point changes will only be granted if Shipper's balance is zero at the point they are leaving.~~

~~Gas injected at a specific point must be withdrawn from that same point and vice versa. Injections and withdrawals will not be netted across multiple Injection/Withdrawal Points.~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representative.~~

Shipper Approval:

~~Castleton Commodities Merchant Trading L.P.~~

~~By: Castleton Commodities Trading GP LLC~~

Shipper: Its General Partner

Signature: _____

Title: _____

Transporter Approval:

Transporter: **Rockies Express Pipeline LLC**

Signature: _____

Title: _____

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 March 12, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

X effective 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:

TC ENERGY MARKETING INC
ATTN: Alex Delphia
700 LOUISIANA STREET SUITE 2200
HOUSTON, TX 77002
(346) 619-7545
alex_delphia@tcenergy.com

3. TERM OF SERVICE:

 (Date, Period-of-Time or Event): April 1, 2025
 to
 (Date, Period-of-Time or Event): March 31, 2027

4. SHIPPER'S STATUS:

 Local Distribution Company
 Intrastate Pipeline Company
 Interstate Pipeline Company
X Other: MARKETER

Rockies Express Pipeline LLC

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Section Version: 6.0.0

5. TRANSPORTATION ON BEHALF OF:Local Distribution CompanyIntrastate Pipeline CompanyInterstate Pipeline CompanyX Other: SHIPPER**6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):**(Date, Period-of-Time or Event) MDQApril 1, 2025 - March 31, 2027 20,000**7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):**

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 03/31/2027</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>20,000</u>	<u>NO</u>

8. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 03/31/2027</u>	<u>44416</u>	<u>ANR/REX SHELBY</u>	<u>20,000</u>	<u>NO</u>

9. DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."): There is no delivery pressure agreement.**10. RATES:**Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Issued on: March 31, 2025

Effective on: April 1, 2025

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):

Rockies Express Pipeline LLC

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X Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

Per the Tariff; or Month(s) in advance of (i) the end of the primary term or
(ii) any termination date after the primary term has ended.

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

N/A

14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Shipper Approval:

Shipper: TC Energy Marketing Inc

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

Issued on: March 31, 2025

Effective on: April 1, 2025

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on March 12, 2025 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and TC Energy Marketing Inc ("Shipper").

In accordance with the provisions of REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff"), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From April 1, 2025 through March 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961437, dated March 12, 2025 (the "Transportation Agreement").

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 **Eligible Firm Transportation Quantity:** 20,000 dekatherms per day ("Dth/d").

1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$10.43000 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s")).

1.5 **Eligible Primary Receipt Point(s):**

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 **Eligible Secondary Receipt Point(s):** Any Point located in Zone 1 (excluding Segments 700, 710, 720, 730, 740, and 750), Segments 160*, 170* and within Zone 2*, provided it results in transport that is in the West to East direction.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s): Any Point located on Segments 130, 140, 150, 160*, 170*, and within Zone 2* and Zone 3, provided it results in transport that is in the West to East direction.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

ARTICLE 2**NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES**

2.1 General Negotiated Rate Limitations. The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement identified (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.

2.2 Applicable Maximum Rates, Charges, and Surcharges. Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's FERC Tariff shall apply to service provided to Shipper under the Transportation Agreement.

2.3 Capacity Releases. Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

Rockies Express Pipeline LLC

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ROCKIES EXPRESS PIPELINE LLC

TC ENERGY MARKETING INC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

~~PALS REQUEST ORDER FORM~~DATED: ~~March 4, 2024~~Shipper: ~~CASTLETON COMMODITIES MERCHANT TRADING L.P.~~PALS Agreement #: ~~552795~~Type of Service: Park ~~X~~ Loan ~~X~~.Initiation Point Name(s) and Location(s): ~~REX/REX CHEYENNE COMPRESSION POOL 60364~~Completion Point Name(s) and Location(s): ~~REX/REX CHEYENNE COMPRESSION POOL 60364~~Maximum Aggregate Quantity: ~~20,000 (Dth)~~Minimum Aggregate Quantity: ~~0 (Dth)~~Term: ~~Start April 1, 2024 End March 31, 2025~~Amendment #2: ~~Start February 14, 2025 End March 31, 2025~~**Schedule:**

Date(s) Service to be Provided		Daily Quantity (Dth)			
		<input checked="" type="checkbox"/> Park or		<input checked="" type="checkbox"/> Loan or	
		<input checked="" type="checkbox"/> Loan Payback		<input checked="" type="checkbox"/> Park Payback	
From	Through	Minimum	Maximum	Minimum	Maximum
<u>04/01/2024</u>	<u>03/31/2025</u>	<u>0</u>	<u>10,000</u>	<u>0</u>	<u>10,000</u>
<u>Amendment #3</u>					
<u>02/14/2025</u>	<u>03/31/2025</u>	<u>0</u>	<u>10,000</u>	<u>0</u>	<u>10,000</u>

Issued on: March 31, 2025

Effective on: April 1, 2025

Rockies Express Pipeline LLC

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Section Version: 6.0.0

Rates:

~~Park or Loan Payback = quantities which Transporter RECEIVES from Shipper.~~

~~Loan or Park Payback = quantities which Transporter DELIVERS to Shipper.~~

Dates		Rate Description	Rate (\$/dth)
From	Through		
<u>04/01/2024</u>	<u>03/31/2025</u>	Initial Rate	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2024</u>	<u>03/31/2025</u>	Balance Rate	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2024</u>	<u>03/31/2025</u>	Completion Rate	<u>See Additional Terms Permitted by Tariff</u>

ADDITIONAL TERMS PERMITTED TARIFF:

~~For each month of the Term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Monthly Fee of \$384,000/month for the entirety of service provided under this Request Order 959864 A3, Request Order 959862 and Request Order 959863 A3. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 959862, Request Order 959863 A3 and Request Order 959864 A3; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 959862, Request Order 959863 A3 and Request Order 959864 A3 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 959862, Request Order 959863 A3 and Request Order 959864 A3; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS. It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order. Shipper must have a zero Dth balance at the end of each contract term.~~

~~If shipper elects a physical delivery point instead of a hub or pool point, it is the shipper’s responsibility to confirm with the downstream or upstream pipeline that they will accept displacement nominations, if necessary. Keep in mind that REX does not allow custody transfers (buys/sells) at physical locations that are deliveries only (e.g. NGPL Moultrie, ANR Shelby).~~

~~Shipper can elect multiple Injection/Withdrawal Points; provided however, shipper may not have an MAQ of less than 20,000 Dths at any Injection/Withdrawal Point on the system. Shippers may not have and MAQ of more than 50,000 Dths combined at points West of Segment 150 or East of Segment 360 or at the Cheyenne Hub Pool Points. The shipper will be provided a unique PALS contract (and therefore unique nominatable PALS contract number) for each Injection/Withdrawal~~

Issued on: March 31, 2025

Effective on: April 1, 2025

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.73 - NRA TC Energy K# 961437

Section Version: 6.0.0

Point selected.

Shipper may, at the negotiated rate, change and/or add an Injection/Withdrawal Point up to a total of five (5) times during the term of the agreement. A point change request must be received in writing. Point changes will only be granted if Shipper's balance is zero at the point they are leaving.

Gas injected at a specific point must be withdrawn from that same point and vice versa. Injections and withdrawals will not be netted across multiple Injection/Withdrawal Points.

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representative.~~

Shipper Approval:

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: Its General Partner

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

Issued on: March 31, 2025

Effective on: April 1, 2025

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 March 12, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

X effective 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:

 KOCH ENERGY SERVICES, LLC
 ATTN: Justin Marshall
 20 GREENWAY PLAZA, 8TH FLOOR
 HOUSTON, TX 77046
 (832) 515-5571
 justin.marshall@kochind.com

3. TERM OF SERVICE:

 (Date, Period-of-Time or Event): April 1, 2025
 to
 (Date, Period-of-Time or Event): March 31, 2028

4. SHIPPER'S STATUS:

 Local Distribution Company
 Intrastate Pipeline Company
 Interstate Pipeline Company
X Other: MARKETER

5. TRANSPORTATION ON BEHALF OF:Local Distribution CompanyIntrastate Pipeline CompanyInterstate Pipeline CompanyX Other: SHIPPER6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):(Date, Period-of-Time or Event) MDQApril 1, 2025 - March 31, 2028 30,0007. 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 - 03/31/2028</u>	<u>43493</u>	<u>REX/REX MEEKER HUB POOL RIO BLANCO</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 - 03/31/2028</u>	<u>43037</u>	<u>NNG/REX GAGE</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)

X None

Lump-sum payment of

Monthly fee of through .

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):

Yes

X No

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):

Yes

X No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).

(Check one):

X Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).

(Check one):

Not Applicable

X Applicable (Complete the following):

Notice of Rollover Exercise:

X Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

N/A

14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Shipper Approval:

Shipper: Koch Energy Services, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on March 12, 2025 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and Koch Energy Services, LLC (“Shipper”).

In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From April 1, 2025 through March 31, 2028.

1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961438, dated March 12, 2025 (the "Transportation Agreement").

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 **Eligible Firm Transportation Quantity:** 30,000 dekatherms per day (“Dth/d”).

1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$8.20950 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

1.5 **Eligible Primary Receipt Point(s):**

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 **Eligible Secondary Receipt Point(s):** Any Point located in Zone 1 (excluding Segments 700, 710, 720, 730, 740, and 750), Segments 160*, 170* and within Zone 2*, provided it results in transport that is in the West to East direction.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter’s FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s): Any Point located on Segments 130, 140, 150, 160*, 170*, and within Zone 2* and Zone 3, provided it results in transport that is in the West to East direction.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

ARTICLE 2**NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES**

2.1 General Negotiated Rate Limitations. The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement identified (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.

2.2 Applicable Maximum Rates, Charges, and Surcharges. Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's FERC Tariff shall apply to service provided to Shipper under the Transportation Agreement.

2.3 Capacity Releases. Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

ROCKIES EXPRESS PIPELINE LLC

KOCH ENERGY SERVICES, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT~~
~~APPLICABLE TO FIRM TRANSPORTATION SERVICE~~
~~UNDER RATE SCHEDULE FTS~~

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of September 24, 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 November 1, 2024 and is the original contract.~~

~~_____ effective _____, this Amendment No. _____ amends and restates
_____ FTS Contract No. _____ effective _____~~

~~_____ Capacity rights for this Agreement were permanently released from _____.~~

2. ~~SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:~~

~~CASTLETON COMMODITIES MERCHANT
TRADING L.P.
ATTN: Contract Administration
811 MAIN ST., STE 3500
HOUSTON, TX 77002
(281) 378-1282
htn_ctradmin@cci.com~~

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.75 - NRA Koch K# 961438

Section Version: 1.0.0

3. ~~TERM OF SERVICE:~~~~(Date, Period of Time or Event): November 1, 2024~~
~~to~~~~(Date, Period of Time or Event): March 31, 2025~~**4. ~~SHIPPER'S STATUS:~~**~~Local Distribution Company~~~~Intrastate Pipeline Company~~~~Interstate Pipeline Company~~~~X~~ Other: MARKETER**5. ~~TRANSPORTATION ON BEHALF OF:~~**~~Local Distribution Company~~~~Intrastate Pipeline Company~~~~Interstate Pipeline Company~~~~X~~ Other: SHIPPER**6. ~~RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~**~~(Date, Period of Time or Event) MDQ~~~~November 1, 2024 - March 31, 2025 20,000~~**7. ~~PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~**

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>11/01/2024 - 03/31/2025</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>20,000</u>	<u>NO</u>

8. ~~PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)

Issued on: March 31, 2025

Effective on: April 1, 2025

11/01/2024– 03/31/2025	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>20,000</u>	<u>NO</u>

9. ~~DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: “...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures.”):~~ There is no delivery pressure agreement.

10. ~~RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:~~

~~(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)~~

~~☒ None~~

~~☐ Lump-sum payment of _____~~

~~☐ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):~~

~~☐ Yes~~

~~☒ No~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):~~

~~_____~~ Yes

~~___X___~~ No

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)~~

~~Applicable charges per Tariff as may be assessed by Transporter.~~

- ~~11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~___X___~~ Not Applicable

~~_____~~ Applicable (Complete the following):

~~_____~~

~~Notice of ROFR Exercise: _____~~

~~_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

- ~~12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~___X___~~ Not Applicable

~~_____~~ Applicable (Complete the following):

~~Notice of Rollover Exercise:~~

~~_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

- ~~13. ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

~~N/A~~

- ~~14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:

Shipper: Castleton Commodities Merchant Trading L.P.
By: Castleton Commodities Trading GP LLC
Its General Partner

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 25, 2024 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Castleton Commodities Merchant Trading L.P. ("Shipper"). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Negotiated Rate Agreement between the parties hereto, dated September 24, 2024 and applicable to the Transportation Agreement identified in Section 1.2 below.

In accordance with the provisions of REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff"), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From November 1, 2024 through March 31, 2025.

1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 960683, dated September 24, 2024 (the "Transportation Agreement").

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 **Eligible Firm Transportation Quantity:** 20,000 dekatherms per day ("Dth/d").

1.4 **Negotiated Rate(s):**

The Negotiated Rate(s) consist of a Fixed Negotiated Reservation Rate and an Index Sharing

Component, as each are described below:

~~Fixed Negotiated Reservation Rate:~~ For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$2.43333 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

~~Index Sharing Component:~~ In addition to the Fixed Negotiated Reservation Rate, Shipper will also pay REX the Monthly Sharing Amount (defined herein), which will be calculated in the following manner:

The “Net Daily Spread” is defined as the difference remaining after the following calculation for each day within the month:

- a. ~~The daily index price for one of the following: (1) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or (3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.~~
- b. ~~Minus~~ the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and
- c. ~~Minus~~ the sum of the following: (i)

~~the applicable REX Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsections (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), or (b)(7) immediately above; (ii) the applicable Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) stated above in this Section 1.4 for Shipper's delivered quantity up to the MDQ; (iv) the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price if the receipt location is located on Segment 390 or 400; (v) the applicable commodity rate; and (vi) the ACA rate.~~

~~On each day during the Negotiated Rate Term, REX will calculate the Net Daily Spread (as described above). The Net Daily Spread will then be multiplied by Shipper's delivered quantity under the Transportation Agreement on each day to determine the "Daily Amount." For each day within the month that results in a positive Daily Amount (i.e., above zero (0)), REX will multiply the Daily Amount by eighty hundredths (0.80) (the product of such calculation is the "Daily Sharing Amount"). The sum of the Daily Sharing Amount(s) for each month shall be the "Monthly Sharing Amount." For each month of the Negotiated Rate Term, the Shipper shall pay the Monthly Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.~~

1.5 — Eligible Primary Receipt Point(s):

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

1.6 — Eligible Secondary Receipt Point(s):

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of All points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.~~

~~*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

1.7 — Eligible Primary Delivery Point(s):

~~The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.~~

1.8 — Eligible Secondary Delivery Point(s):

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.~~

~~*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

- 2.1 ~~**General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.~~
- 2.2 ~~**Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.~~
- 2.3 ~~**Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

~~_____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

ROCKIES EXPRESS PIPELINE LLC _____	CASTLETON COMMODITIES MERCHANT
_____	TRADING L.P.
_____	BY: CASTLETON COMMODITIES
_____	TRADINHG GP LLC
_____	ITS GENERAL PARTNER

By: _____ By: _____

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.75 - NRA Koch K# 961438

Section Version: 1.0.0

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 March 12, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

X effective April 1, 2025 and is the original contract.

_____, this Amendment No. _____ amends and restates

FTS Contract No. _____ effective _____

Capacity rights for this Agreement were permanently released from _____.

2. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

MIECO, INC.
ATTN: Cory Rowan
12110 N. PECOS STREET, STE 270
WESTMINSTER, CO 80234
(303) 450-0006
crowan@mieco.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): April 1, 2025

to

(Date, Period-of-Time or Event): October 31, 2027

4. SHIPPER'S STATUS:

Local Distribution Company

Intrastate Pipeline Company

Interstate Pipeline Company
X Other: MARKETER

5. TRANSPORTATION ON BEHALF OF:Local Distribution CompanyIntrastate Pipeline CompanyInterstate Pipeline CompanyX Other: SHIPPER6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):(Date, Period-of-Time or Event) MDQApril 1, 2025 - October 31, 2027 7,5007. 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 - 10/31/2027</u>	<u>43493</u>	<u>REX/REX MEEKER HUB POOL RIO BLANCO</u>	<u>7,500</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 - 10/31/2027</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>7,500</u>	<u>NO</u>

9. DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."): There is no delivery pressure agreement.

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

☒ None

Lump-sum payment of

Monthly fee of through .

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):

Yes

☒ No

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):

Yes

☒ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).

(Check one):

☒ Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).

(Check one):

X Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

N/A

14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Shipper Approval:

Shipper: Mico, Inc.

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on March 12, 2025 ("Agreement Date") by and between Rockies Express Pipeline LLC ("REX") and Mico, Inc. ("Shipper").

In accordance with the provisions of REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff"), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From April 1, 2025 through October 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961439, dated March 12, 2025 (the "Transportation Agreement").

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 **Eligible Firm Transportation Quantity:** 7,500 dekatherms per day ("Dth/d").

1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$8.22010 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s")).

1.5 **Eligible Primary Receipt Point(s):**

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 **Eligible Secondary Receipt Point(s):** Any Point located in Zone 1 (excluding Segments 700, 710, 720, 730, 740, and 750), Segments 160*, 170* and within Zone 2*, provided it results in transport that is in the West to East direction.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s): Any Point located on Segments 130, 140, 150, 160*, 170*, and within Zone 2* and Zone 3, provided it results in transport that is in the West to East direction.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

ARTICLE 2**NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES**

2.1 General Negotiated Rate Limitations. The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement identified (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.

2.2 Applicable Maximum Rates, Charges, and Surcharges. Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's FERC Tariff shall apply to service provided to Shipper under the Transportation Agreement.

2.3 Capacity Releases. Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

ROCKIES EXPRESS PIPELINE LLC MIECO, INC.

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of September 24, 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 November 1, 2024 and is the original contract.

_____ effective _____, this Amendment No. _____ amends and restates

_____ FTS Contract No. _____ effective _____

_____ Capacity rights for this Agreement were permanently released from _____.

2. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

TENASKA MARKETING VENTURES

ATTN: Rick Pieper

1225 17TH STREET, STE. 2460

DENVER, CO 80202

(303) 723-9313

rpieper@tenaska.com

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.76 - NRA Mico K# 961439

Section Version: 1.0.0

~~3. TERM OF SERVICE:~~~~_____ (Date, Period of Time or Event): November 1, 2024~~~~_____ to~~~~_____ (Date, Period of Time or Event): March 31, 2025~~~~4. SHIPPER'S STATUS:~~~~_____ Local Distribution Company~~~~_____ Intrastate Pipeline Company~~~~_____ Interstate Pipeline Company~~~~X Other: MARKETER~~~~5. TRANSPORTATION ON BEHALF OF:~~~~_____ Local Distribution Company~~~~_____ Intrastate Pipeline Company~~~~_____ Interstate Pipeline Company~~~~X Other: SHIPPER~~~~6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~~~_____ (Date, Period of Time or Event) _____ MDQ~~~~November 1, 2024 - March 31, 2025 20,000~~~~7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>11/01/2024 - 03/31/2025</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>20,000</u>	<u>NO</u>

~~8. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)

Issued on: March 31, 2025

Effective on: April 1, 2025

Rockies Express Pipeline LLC

FERC Gas Tariff

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Section 4.76 - NRA Mico K# 961439

Section Version: 1.0.0

11/01/2024– 03/31/2025	43537	MIDWSTRN/REX EDGAR	20,000	NO

9. ~~DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: “...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures.”):~~ There is no delivery pressure agreement.

10. ~~RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:~~

~~(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)~~

~~☒ None~~

~~☐ Lump-sum payment of _____~~

~~☐ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):~~

~~☐ Yes~~

~~☒ No~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):~~

~~☐ Yes~~

~~☒ No~~

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)~~

~~Applicable charges per Tariff as may be assessed by Transporter.~~

Issued on: March 31, 2025

Effective on: April 1, 2025

~~11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff):~~

~~(Check one):~~

~~☒ Not Applicable~~

~~☐ Applicable (Complete the following):~~

~~_____~~

~~Notice of ROFR Exercise: _____~~

~~_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff):~~

~~(Check one):~~

~~☒ Not Applicable~~

~~☐ Applicable (Complete the following):~~

~~Notice of Rollover Exercise:~~

~~_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~13. ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

~~N/A~~

~~14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:Shipper: Tenaska Marketing Ventures

Signature: _____

Title: _____

Transporter Approval:Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 25, 2024 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Tenaska Marketing Ventures ("Shipper"). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Negotiated Rate Agreement between the parties hereto, dated September 24, 2024 and applicable to the Transportation Agreement identified in Section 1.2 below.

In accordance with the provisions of REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff"), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 ~~**Negotiated Rate Term:**~~ From November 1, 2024 through March 31, 2025.

1.2 ~~**Transportation Agreement:**~~ Rate Schedule FTS, Agreement No. 960688, dated September 24, 2024 (the "Transportation Agreement").

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 ~~**Eligible Firm Transportation Quantity:**~~ 20,000 dekatherms per day ("Dth/d").

1.4 ~~**Negotiated Rate(s):**~~

The Negotiated Rate(s) consist of a Fixed Negotiated Reservation Rate and an Index Sharing Component, as each are described below.

~~Fixed Negotiated Reservation Rate:~~ For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$2.43333 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

~~Index Sharing Component:~~ In addition to the Fixed Negotiated Reservation Rate, Shipper will also pay REX the Monthly Sharing Amount (defined herein), which will be calculated in the following manner:

The “Net Daily Spread” is defined as the difference remaining after the following calculation for each day within the month:

- a. ~~The daily index price for one of the following: (1) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or (3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the ICE NG Firm Phys, ID, GDD REX Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.~~
- b. ~~Minus~~ the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and
- c. ~~Minus~~ the sum of the following: (i) the applicable REX Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsections (b)(1),

~~(b)(2), (b)(3), (b)(4), (b)(5), (b)(6), or (b)(7) immediately above; (ii) the applicable Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) stated above in this Section 1.4 for Shipper's delivered quantity up to the MDQ; (iv) the ICE NG Firm Phys, ID, GDD REX Z3 (receipt) (Z5P) Daily Weighted Average Price if the receipt location is located on Segment 390 or 400; (v) the applicable commodity rate; and (vi) the ACA rate.~~

~~On each day during the Negotiated Rate Term, REX will calculate the Net Daily Spread (as described above). The Net Daily Spread will then be multiplied by Shipper's delivered quantity under the Transportation Agreement on each day to determine the "Daily Amount." For each day within the month that results in a positive Daily Amount (i.e., above zero (0)), REX will multiply the Daily Amount by eighty hundredths (0.80) (the product of such calculation is the "Daily Sharing Amount"). The sum of the Daily Sharing Amount(s) for each month shall be the "Monthly Sharing Amount." For each month of the Negotiated Rate Term, the Shipper shall pay the Monthly Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.~~

1.5 — Eligible Primary Receipt Point(s):

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

1.6 — Eligible Secondary Receipt Point(s):

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of All points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.~~

~~*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

1.7 — Eligible Primary Delivery Point(s):

~~The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.~~

1.8 — Eligible Secondary Delivery Point(s):

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.~~

~~*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne~~

Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

- 2.1 ~~**General Negotiated Rate Limitations.**~~ The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.
- 2.2 ~~**Applicable Maximum Rates, Charges, and Surcharges.**~~ Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.
- 2.3 ~~**Capacity Releases.**~~ Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

ROCKIES EXPRESS PIPELINE LLC _____ TENASKA MARKETING VENTURES

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of March 12, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

X effective 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:

 MORGAN STANLEY CAPITAL GROUP INC.
 ATTN: James Montgomery
 200 BURNARD ST SUITE 610
 VANCOUVER, BC V6C 3L6
 (720) 917-9734
 james.montgomery@morganstanley.com

3. TERM OF SERVICE:

 (Date, Period-of-Time or Event): April 1, 2025
 to
 (Date, Period-of-Time or Event): June 30, 2027

4. SHIPPER'S STATUS:

 Local Distribution Company
 Intrastate Pipeline Company
 Interstate Pipeline Company
X Other: MARKETER

5. TRANSPORTATION ON BEHALF OF:

Local Distribution Company
Intrastate Pipeline Company
Interstate Pipeline Company
X Other: SHIPPER

6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):

(Date, Period-of-Time or Event) MDQ
April 1, 2025 - June 30, 2027 10,000

7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 06/30/2027</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>10,000</u>	<u>NO</u>

8. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 06/30/2027</u>	<u>60148</u>	<u>TGT/REX</u> <u>JOHNSON</u>	<u>10,000</u>	<u>NO</u>

9. DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."): There is no delivery pressure agreement.

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

X None

Lump-sum payment of _____

Monthly fee of _____ through _____.

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):

Yes

X No

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):

Yes

X No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).

(Check one):

X Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).

(Check one):

X Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

N/A

14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Shipper Approval:

Shipper: Morgan Stanley Capital Group Inc.

Signature:

Title:

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature:

Title:

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on March 12, 2025 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and **Morgan Stanley Capital Group Inc.** ("Shipper").

In accordance with the provisions of REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff"), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From April 1, 2025 through June 30, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961440, dated March 12, 2025 (the "Transportation Agreement").

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 **Eligible Firm Transportation Quantity:** 10,000 dekatherms per day ("Dth/d").

1.4 **Negotiated Rate(s):**

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 \$8.36000 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s")).

1.5 **Eligible Primary Receipt Point(s):**

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 **Eligible Secondary Receipt Point(s):** Any Point located in Zone 1 (excluding Segments 700, 710, 720, 730, 740, and 750), Segments 160*, 170* and within Zone 2*, provided it results in transport that is in the West to East direction.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s): Any Point located on Segments 130, 140, 150, 160*, 170*, and within Zone 2* and Zone 3, provided it results in transport that is in the West to East direction.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

ARTICLE 2**NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES**

2.1 General Negotiated Rate Limitations. The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement identified (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.

2.2 Applicable Maximum Rates, Charges, and Surcharges. Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's FERC Tariff shall apply to service provided to Shipper under the Transportation Agreement.

2.3 Capacity Releases. Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

ROCKIES EXPRESS PIPELINE LLC

MORGAN STANLEY CAPITAL GROUP INC.

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT~~
~~APPLICABLE TO FIRM TRANSPORTATION SERVICE~~
~~UNDER RATE SCHEDULE FTS~~

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of October 3, 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 November 1, 2024 and is the original contract.~~~~_____ effective _____, this Amendment No. _____ amends and restates~~~~_____ FTS Contract No. _____ effective _____~~~~_____ Capacity rights for this Agreement were permanently released from _____.~~

2. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

STANCHION GAS MARKETING, LLCATTN: Kevin Lambert11550 ASH STREET SUITE 220LEAWOOD, KS 66211(949) 397-7947kevin.lambert@stanchionenergy.com

3. TERM OF SERVICE:

~~_____ (Date, Period of Time or Event): November 1, 2024~~~~_____ to~~~~_____ (Date, Period of Time or Event): March 31, 2025~~

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.77 - NRA Morgan Stanley K# 961440

Section Version: 1.0.0

4. ~~SHIPPER'S STATUS:~~

~~_____~~ Local Distribution Company
~~_____~~ Intrastate Pipeline Company
~~_____~~ Interstate Pipeline Company
~~X~~ Other: MARKETER

5. ~~TRANSPORTATION ON BEHALF OF:~~

~~_____~~ Local Distribution Company
~~_____~~ Intrastate Pipeline Company
~~_____~~ Interstate Pipeline Company
~~X~~ Other: SHIPPER

6. ~~RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~

~~_____ (Date, Period of Time or Event) _____ MDQ~~

~~November 1, 2024 - March 31, 2025 20,000~~

7. ~~PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>11/01/2024 - 03/31/2025</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>20,000</u>	<u>NO</u>

8. ~~PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>11/01/2024 - 03/31/2025</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>20,000</u>	<u>NO</u>

9. ~~DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the~~

Issued on: March 31, 2025

Effective on: April 1, 2025

~~Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures.")~~ ~~There is no delivery pressure agreement.~~

10. ~~RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~—~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:~~

~~(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)~~ _____

~~☒ None~~

~~_____ Lump-sum payment of _____~~

~~_____ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):~~

~~_____ Yes~~

~~☒ No~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):~~

~~_____ Yes~~

~~☒ No~~

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)~~

~~Applicable charges per Tariff as may be assessed by Transporter.~~

11. ~~RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~☒ Not Applicable~~

~~_____ Applicable (Complete the following):~~

~~_____~~

~~Notice of ROFR Exercise: _____~~

~~_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~___X___ Not Applicable~~

~~_____ Applicable (Complete the following):~~

~~Notice of Rollover Exercise:~~

~~_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~13. ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

N/A

~~14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:

Shipper: Stanchion Gas Marketing, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on October 3, 2024 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and Stanchion Gas Marketing, LLC (“Shipper”).

In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

ARTICLE 1 NEGOTIATED RATE PARAMETERS

1.1 **Negotiated Rate Term:** From November 1, 2024 through March 31, 2025.

1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 960758, dated October 3, 2024 (the “Transportation Agreement”).

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 **Eligible Firm Transportation Quantity:** 20,000 dekatherms per day (“Dth/d”).

1.4 **Negotiated Rate(s):**

The Negotiated Rate(s) consist of a Fixed Negotiated Reservation Rate and an Index Sharing Component, as each are described below.

Fixed Negotiated Reservation Rate: For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$2.43333 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

Index Sharing Component: In addition to the Fixed Negotiated Reservation Rate, Shipper will also pay REX the Monthly Sharing Amount (defined herein), which will be calculated in the following manner:

The “Net Daily Spread” is defined as the difference remaining after the following calculation for each day within the month:

- a. _____ The daily index price for one of the following: (1) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub

~~Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380; or (3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the ICE NG Firm Phys, ID, GDD REX Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.~~

b. ~~_____~~ **Minus** the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and

c. ~~_____~~ **Minus** the sum of the following: (i) the applicable REX Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsections (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), or (b)(7) immediately above; (ii) the applicable Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) stated above in this Section 1.4 for Shipper's delivered quantity up to the MDQ; (iv) the ICE NG Firm Phys, ID, GDD REX Z3 (receipt) (Z5P) Daily Weighted Average Price if the receipt location is located on Segment 390 or 400; (v) the applicable commodity rate; and (vi) the ACA rate.

~~On each day during the Negotiated Rate Term, REX will calculate the Net Daily Spread (as described above). The Net Daily Spread will then be multiplied by Shipper's delivered quantity under the Transportation Agreement on each day to determine the "Daily Amount." For each day within the month that results in a positive Daily Amount (i.e., above zero (0)), REX will multiply the Daily Amount by eighty hundredths (0.80) (the product of such calculation is the "Daily Sharing Amount"). The sum of the Daily Sharing Amount(s) for each month shall be the "Monthly Sharing Amount." For each month of the Negotiated Rate Term, the Shipper shall pay the Monthly Sharing Amount, if any, in addition to the Fixed~~

~~Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.~~

~~1.5 — **Eligible Primary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

~~1.6 — **Eligible Secondary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of All points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.~~

~~*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

~~1.7 — **Eligible Primary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.~~

~~1.8 — **Eligible Secondary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.~~

~~*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

~~2.1 — **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.~~

~~2.2 — **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided~~

~~in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.~~

~~2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

~~_____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

ROCKIES EXPRESS PIPELINE LLC _____ STANCHION GAS MARKETING, LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of March 26, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

X effective 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:

TWIN EAGLE RESOURCE MANAGEMENT, LLC
ATTN: Brittney Purdy
1700 CITY PLAZA DRIVE SUITE 500
SPRING, TX 77389
(970) 759-4116
brittney.purdy@twineagle.com

3. TERM OF SERVICE:

 (Date, Period-of-Time or Event): April 1, 2025
 to
 (Date, Period-of-Time or Event): October 31, 2025

4. SHIPPER'S STATUS:

 Local Distribution Company
 Intrastate Pipeline Company
 Interstate Pipeline Company
X Other: MARKETER

5. TRANSPORTATION ON BEHALF OF:Local Distribution CompanyIntrastate Pipeline CompanyInterstate Pipeline CompanyX Other: SHIPPER6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):(Date, Period-of-Time or Event) MDQApril 1, 2025 - October 31, 2025 10,0007. 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 - 10/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>10,000</u>	<u>YES</u>

8. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):

<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 - 10/31/2025</u>	<u>42230</u>	<u>WIC/REX BITTER CREEK SWEETWATER</u>	<u>10,000</u>	<u>NO</u>

9. DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."): There is no delivery pressure agreement.

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

☒ None

Lump-sum payment of

Monthly fee of through .

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):

Yes

☒ No

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):

Yes

☒ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).

(Check one):

☒ Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).

(Check one):

X Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

N/A

14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Shipper Approval:

Shipper: Twin Eagle Resource Management, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on March 26, 2025 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Twin Eagle Resource Management, LLC ("Shipper").

In accordance with the provisions of REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff"), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From April 1, 2025 through October 31, 2025.

1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961548, dated March 26, 2025 (the "Transportation Agreement").

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 **Eligible Firm Transportation Quantity:** 10,000 dekatherms per day ("Dth/d").

1.4 **Negotiated Rate(s):**

The Negotiated Rate(s) consist of a Fixed Negotiated Reservation Rate and an Index Sharing Component, as each are described below.

Fixed Negotiated Reservation Rate: For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$1.52083 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

Index Sharing Component: In addition to the Fixed Negotiated Reservation Rate, Shipper will also pay REX the Monthly Sharing Amount (defined herein), which will be calculated in the following manner:

_____ The "Net Daily Spread" is defined as the difference remaining after the following calculation for each day within the month:

- a. _____ The daily index price for one of the following: (1) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is

located on Segment 370 or 380, or (3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.

- b. Minus the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and

- c. Minus the sum of the following: (i) the applicable REX Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsections (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), or (b)(7) immediately above; (ii) the applicable Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) stated above in this Section 1.4 for Shipper's delivered quantity up to the MDQ; (iv) the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price if the receipt location is located on Segment 390 or 400; (v) the applicable commodity rate; and (vi) the ACA rate.

On each day during the Negotiated Rate Term, REX will calculate the Net Daily Spread (as described above). The Net Daily Spread will then be multiplied by Shipper's delivered quantity under the Transportation Agreement on each day to determine the "Daily Amount." For each day within the month that results in a positive Daily Amount (i.e., above zero (0)), REX will multiply the Daily Amount by eighty hundredths (0.80) (the product of such calculation is the "Daily Sharing Amount"). The sum of the Daily Sharing Amount(s) for each month shall be the "Monthly Sharing Amount." For each

month of the Negotiated Rate Term, the Shipper shall pay the Monthly Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.

1.5 Eligible Primary Receipt Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

2.1 General Negotiated Rate Limitations. The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.

2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.

2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

ROCKIES EXPRESS PIPELINE LLC

TWIN EAGLE RESOURCE
MANAGEMENT, LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT~~ **~~APPLICABLE TO FIRM TRANSPORTATION SERVICE~~** **~~UNDER RATE SCHEDULE FTS~~**

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of October 7, 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 November 1, 2024 and is the original contract.~~

~~_____ effective _____, this Amendment No. ____ amends and restates~~

~~_____ FTS Contract No. _____ effective _____~~

~~_____ Capacity rights for this Agreement were permanently released from _____.~~

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.78 - NRA Twin Eagle K# 961548

Section Version: 1.0.0

2. ~~SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:~~

RADIATE ENERGY LLC
ATTN: Michael Collins
3401 NW 98TH STREET, SUITE B
GAINESVILLE, FL 32606
(954) 614-8834
michael@radiateenergy.com

3. ~~TERM OF SERVICE:~~

~~(Date, Period of Time or Event):~~ November 1, 2024
~~to~~
~~(Date, Period of Time or Event):~~ March 31, 2025

4. ~~SHIPPER'S STATUS:~~

~~Local Distribution Company~~
~~Intrastate Pipeline Company~~
~~Interstate Pipeline Company~~
X ~~Other:~~ MARKETER

5. ~~TRANSPORTATION ON BEHALF OF:~~

~~Local Distribution Company~~
~~Intrastate Pipeline Company~~
~~Interstate Pipeline Company~~
X ~~Other:~~ SHIPPER

6. ~~RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~

~~(Date, Period of Time or Event)~~ MDQ
November 1, 2024 - March 31, 2025 20,000

7. ~~PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>11/01/2024 - 03/31/2025</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>20,000</u>	<u>NO</u>

--	--	--	--	--

8. ~~PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
11/01/2024 - 03/31/2025	60062	EQT OVC/REX ISALY MONROE	20,000	NO

9. ~~DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."):~~ There is no delivery pressure agreement.

10. ~~RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)~~
~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:~~

~~(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)~~

~~☒ None~~

~~☐ Lump sum payment of _____~~

~~☐ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):~~

~~___~~ Yes

~~___X___~~ No

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):~~

~~___~~ Yes

~~___X___~~ No

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)~~

~~Applicable charges per Tariff as may be assessed by Transporter.~~

- ~~11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~___X___~~ Not Applicable

~~___~~ Applicable (Complete the following):

~~___~~

~~Notice of ROFR Exercise: ___~~

~~___ Per the Tariff; or ___ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

- ~~12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~___X___~~ Not Applicable

~~___~~ Applicable (Complete the following):

~~Notice of Rollover Exercise:~~

~~___ Per the Tariff; or ___ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

- ~~13. ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

~~N/A~~

- ~~14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:Shipper: *Radiate Energy LLC*

Signature: _____

Title: _____

Transporter Approval:Transporter: *Rockies Express Pipeline LLC*

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 25, 2024 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Radiate Energy LLC ("Shipper"). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Negotiated Rate Agreement between the parties hereto, dated October 7, 2024 and applicable to the Transportation Agreement identified in Section 1.2 below.~~

~~In accordance with the provisions of REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff"), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.~~

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

~~1.1 **Negotiated Rate Term:** From November 1, 2024 through March 31, 2025.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 960762, dated October 7, 2024 (the "Transportation Agreement").~~

~~The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.~~

~~1.3 **Eligible Firm Transportation Quantity:** 20,000 dekatherms per day ("Dth/d").~~

~~1.4 **Negotiated Rate(s):**~~

The Negotiated Rate(s) consist of a Fixed Negotiated Reservation Rate and an Index Sharing Component, as each are described below.

Fixed Negotiated Reservation Rate: For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$2.43333 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

Index Sharing Component: In addition to the Fixed Negotiated Reservation Rate, Shipper will also pay REX the Monthly Sharing Amount (defined herein), which will be calculated in the following manner:

The “Net Daily Spread” is defined as the difference remaining after the following calculation for each day within the month:

- a. ~~The daily index price for one of the following: (1) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or (3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the ICE NG Firm Phys, ID, GDD REX Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.~~
- b. ~~Minus~~ **Minus** the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400

and

- c. ~~_____~~ Minus the sum of the following: (i) the applicable REX Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsections (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), or (b)(7) immediately above; (ii) the applicable Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) stated above in this Section 1.4 for Shipper's delivered quantity up to the MDQ; (iv) the ICE NG Firm Phys, ID, GDD REX Z3 (receipt) (Z5P) Daily Weighted Average Price if the receipt location is located on Segment 390 or 400; (v) the applicable commodity rate; and (vi) the ACA rate.

~~On each day during the Negotiated Rate Term, REX will calculate the Net Daily Spread (as described above). The Net Daily Spread will then be multiplied by Shipper's delivered quantity under the Transportation Agreement on each day to determine the "Daily Amount." For each day within the month that results in a positive Daily Amount (i.e., above zero (0)), REX will multiply the Daily Amount by eighty hundredths (0.80) (the product of such calculation is the "Daily Sharing Amount"). The sum of the Daily Sharing Amount(s) for each month shall be the "Monthly Sharing Amount." For each month of the Negotiated Rate Term, the Shipper shall pay the Monthly Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.~~

~~1.5~~ Eligible Primary Receipt Point(s):

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

~~1.6~~ Eligible Secondary Receipt Point(s):

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of All points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.~~

~~*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

~~1.7~~ Eligible Primary Delivery Point(s):

~~The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.~~

~~1.8~~ Eligible Secondary Delivery Point(s):

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on~~

~~Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.~~

~~*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

- ~~2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.~~
- ~~2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.~~
- ~~2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

~~_____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

ROCKIES EXPRESS PIPELINE LLC _____ RADIATE ENERGY LLC _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

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 March 27, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

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:

RADIATE ENERGY LLC
ATTN: Kevin Humpich
3401 NW 98TH STREET SUITE B
GAINESVILLE, FL 32606
(954) 614-8834
kevin@radiateenergy.com

3. TERM OF SERVICE:

 (Date, Period-of-Time or Event): April 1, 2025
 to
 (Date, Period-of-Time or Event): October 31, 2025

4. SHIPPER'S STATUS:

 Local Distribution Company
 Intrastate Pipeline Company
 Interstate Pipeline Company
X Other: MARKETER

5. TRANSPORTATION ON BEHALF OF:Local Distribution CompanyIntrastate Pipeline CompanyInterstate Pipeline CompanyX Other: SHIPPER6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):(Date, Period-of-Time or Event) MDQApril 1, 2025 - October 31, 2025 20,0007. 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 - 10/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>20,000</u>	<u>YES</u>

8. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2025 - 10/31/2025</u>	<u>42228</u>	<u>CIG/REX FREWEN LAKE SWEETWATER</u>	<u>20,000</u>	<u>NO</u>

9. DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."): There is no delivery pressure agreement.

10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

☒ None

Lump-sum payment of

Monthly fee of through .

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):

Yes

☒ No

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):

Yes

☒ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).

(Check one):

☒ Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).

(Check one):

X Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

N/A

14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Shipper Approval:

Shipper: Radiate Energy LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on March 27, 2025 ("Agreement Date") by and between Rockies Express Pipeline LLC ("REX") and Radiate Energy LLC ("Shipper").

In accordance with the provisions of REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff"), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From April 1, 2025 through October 31, 2025.

1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961558, dated March 27, 2025 (the "Transportation Agreement").

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 **Eligible Firm Transportation Quantity:** 20,000 dekatherms per day ("Dth/d").

1.4 **Negotiated Rate(s):**

The Negotiated Rate(s) consist of a Fixed Negotiated Reservation Rate and an Index Sharing Component, as each are described below.

Fixed Negotiated Reservation Rate: For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$1.52083 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

Index Sharing Component: In addition to the Fixed Negotiated Reservation Rate, Shipper will also pay REX the Monthly Sharing Amount (defined herein), which will be calculated in the following manner:

_____ The "Net Daily Spread" is defined as the difference remaining after the following calculation for each day within the month:

- a. _____ The daily index price for one of the following: (1) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is

located on Segment 370 or 380, or (3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.

- b. Minus the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and

- c. Minus the sum of the following: (i) the applicable REX Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsections (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), or (b)(7) immediately above; (ii) the applicable Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) stated above in this Section 1.4 for Shipper's delivered quantity up to the MDQ; (iv) the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price if the receipt location is located on Segment 390 or 400; (v) the applicable commodity rate; and (vi) the ACA rate.

On each day during the Negotiated Rate Term, REX will calculate the Net Daily Spread (as described above). The Net Daily Spread will then be multiplied by Shipper's delivered quantity under the Transportation Agreement on each day to determine the "Daily Amount." For each day within the month that results in a positive Daily Amount (i.e., above zero (0)), REX will multiply the Daily Amount by eighty hundredths (0.80) (the product of such calculation is the "Daily Sharing Amount"). The sum of the Daily Sharing Amount(s) for each month shall be the "Monthly Sharing Amount." For each

month of the Negotiated Rate Term, the Shipper shall pay the Monthly Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.

1.5 Eligible Primary Receipt Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

2.1 General Negotiated Rate Limitations. The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.

2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.

2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

ROCKIES EXPRESS PIPELINE LLC

RADIATE ENERGY LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT~~ ~~APPLICABLE TO FIRM TRANSPORTATION SERVICE~~ ~~UNDER RATE SCHEDULE FTS~~

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of October 16, 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 November 1, 2024 and is the original contract.~~

~~_____ effective _____, this Amendment No. _____ amends and restates~~

~~_____ FTS Contract No. _____ effective _____~~

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.80 - NRA Radiate K# 961558

Section Version: 1.0.0

_____ Capacity rights for this Agreement were permanently released from _____.

2. _____ SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

TWIN EAGLE RESOURCE MANAGEMENT, LLC
ATTN: Brittney Purdy
1700 CITY PLAZA DRIVE SUITE 500
SPRING, TX 77389
(970) 759-4116
brittney.purdy@twineagle.com

3. _____ TERM OF SERVICE:

_____ (Date, Period of Time or Event): November 1, 2024
_____ to
_____ (Date, Period of Time or Event): March 31, 2025

4. _____ SHIPPER'S STATUS:

_____ Local Distribution Company
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
-X- Other: MARKETER

5. _____ TRANSPORTATION ON BEHALF OF:

_____ Local Distribution Company
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
-X- Other: SHIPPER

6. _____ RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):

_____ (Date, Period of Time or Event) _____ MDQ
November 1, 2024 - March 31, 2025 10,000

7. _____ PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)

11/01/2024– 03/31/2025	42234	WHITE RI/REX MEEKER RIO BLANCO	10,000	NO

8. ~~PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY (“MDDQ”):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
11/01/2024– 03/31/2025	44413	NGPL/REX MOULTRIE	10,000	NO

9. ~~DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: “...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures.”): There is no delivery pressure agreement.~~

10. ~~RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)~~
~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:~~

~~(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)~~

~~☒~~ None
~~☐~~ Lump-sum payment of _____
~~☐~~ Monthly fee of _____ through _____.

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):~~

~~☐~~ Yes
~~☒~~ No

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):~~

~~☐~~ Yes
~~☒~~ No

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)
Applicable charges per Tariff as may be assessed by Transporter.~~

~~11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~☒ Not Applicable
☐ Applicable (Complete the following):~~

~~_____~~

~~Notice of ROFR Exercise: _____~~

~~_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~☒ Not Applicable
☐ Applicable (Complete the following):~~

~~Notice of Rollover Exercise:~~

~~_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~13. ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

~~N/A~~

~~14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:

Shipper: Twin Eagle Resource Management, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 25, 2024 ("Agreement Date") by and between Rockies Express Pipeline LLC ("REX") and Twin Eagle Resource Management, LLC ("Shipper"). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Negotiated Rate Agreement between the parties hereto, dated October 16, 2024, and applicable to the Transportation Agreement identified in Section 1.2 below.~~

~~In accordance with the provisions of REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff"), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.~~

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

~~1.1 **Negotiated Rate Term:** From November 1, 2024 through March 31, 2025.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 960784, dated October 16, 2024 (the "Transportation Agreement").~~

~~The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.~~

~~1.3 Eligible Firm Transportation Quantity: 10,000 dekatherms per day (“Dth/d”).~~

~~1.4 Negotiated Rate(s):~~

~~The Negotiated Rate(s) consist of a Fixed Negotiated Reservation Rate and an Index Sharing Component, as each are described below.~~

~~Fixed Negotiated Reservation Rate: For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$2.43333 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.~~

~~Index Sharing Component: In addition to the Fixed Negotiated Reservation Rate, Shipper will also pay REX the Monthly Sharing Amount (defined herein), which will be calculated in the following manner:~~

~~The “Net Daily Spread” is defined as the difference remaining after the following calculation for each day within the month:~~

~~a. _____ The daily index price for one of the following: (1) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or (3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.~~

~~b. _____ Minus the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the~~

receipt location is located in Zone 2 (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and

- e. ~~_____~~ **Minus** the sum of the following: (i) the applicable REX Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsections (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), or (b)(7) immediately above; (ii) the applicable Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) stated above in this Section 1.4 for Shipper's delivered quantity up to the MDQ; (iv) the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price if the receipt location is located on Segment 390 or 400; (v) the applicable commodity rate; and (vi) the ACA rate.

~~On each day during the Negotiated Rate Term, REX will calculate the Net Daily Spread (as described above). The Net Daily Spread will then be multiplied by Shipper's delivered quantity under the Transportation Agreement on each day to determine the "Daily Amount." For each day within the month that results in a positive Daily Amount (i.e., above zero (0)), REX will multiply the Daily Amount by eighty hundredths (0.80) (the product of such calculation is the "Daily Sharing Amount"). The sum of the Daily Sharing Amount(s) for each month shall be the "Monthly Sharing Amount." For each month of the Negotiated Rate Term, the Shipper shall pay the Monthly Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.~~

1.5 Eligible Primary Receipt Point(s):

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

1.6 Eligible Secondary Receipt Point(s):

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of All points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.~~

~~*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 ~~**Eligible Secondary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.~~

~~*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

2.1 ~~**General Negotiated Rate Limitations.**~~ The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.

2.2 ~~**Applicable Maximum Rates, Charges, and Surcharges.**~~ Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.

2.3 ~~**Capacity Releases.**~~ Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

~~REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

ROCKIES EXPRESS PIPELINE LLC

TWIN EAGLE RESOURCE
MANAGEMENT, LLC

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.80 - NRA Radiate K# 961558

Section Version: 1.0.0

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Reserved for future use.

**~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS~~**

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of February 21, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.~~

1. ~~THIS AGREEMENT IS: (Check one)~~

~~☒ effective March 1, 2025 and is the original contract.~~

~~_____ effective _____, this Amendment No. ____ amends and restates
_____ FTS Contract No. _____ effective _____~~

~~_____ Capacity rights for this Agreement were permanently released from _____.~~

2. ~~SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:~~

~~DRW ENERGY TRADING LLC
ATTN: Clarissa Gareia
1500 POST OAK BLVD SUITE 1625
HOUSTON, TX 77056
(346) 619-6216
egarcia@drwholdings.com~~

3. ~~TERM OF SERVICE:~~

~~_____ (Date, Period of Time or Event): March 1, 2025
_____ to
_____ (Date, Period of Time or Event): March 31, 2025~~

4. ~~SHIPPER'S STATUS:~~

~~_____ Local Distribution Company
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
☒ Other: MARKETER~~

5. ~~TRANSPORTATION ON BEHALF OF:~~~~_____ Local Distribution Company~~~~_____ Intrastate Pipeline Company~~~~_____ Interstate Pipeline Company~~~~X Other: SHIPPER~~6. ~~RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~~~_____ (Date, Period of Time or Event) _____ MDQ~~~~March 1, 2025 – March 31, 2025 30,000~~7. ~~PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>03/01/2025 – 03/31/2025</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>30,000</u>	<u>NO</u>

8. ~~PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>03/01/2025 – 03/31/2025</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>30,000</u>	<u>NO</u>

9. ~~DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."):~~ ~~There is no delivery pressure agreement.~~

~~10. RATES:~~~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)~~~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)~~~~Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~~~Incremental Facility Charge:~~~~(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)~~~~☒ None~~~~☐ Lump-sum payment of _____~~~~☐ Monthly fee of _____ through _____.~~~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):~~~~☐ Yes~~~~☒ No~~~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):~~~~☒ Yes~~~~☐ No~~~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)~~~~Applicable charges per Tariff as may be assessed by Transporter.~~~~11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~~~(Check one):~~~~☒ Not Applicable~~~~☐ Applicable (Complete the following):~~~~Notice of ROFR Exercise: _____~~~~☐ Per the Tariff; or ☐ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

- ~~12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).
(Check one):~~

~~☒ Not Applicable~~

~~☐ Applicable (Complete the following):~~

~~Notice of Rollover Exercise:~~

~~☐ Per the Tariff; or ☐ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

- ~~13. ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

~~N/A~~

- ~~14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:

Shipper: DRW Energy Trading LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on February 21, 2025 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **DRW Energy Trading LLC** (“Shipper”).

In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From March 1, 2025 through March 31, 2025.

1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 961362, dated February 21, 2025 (the “Transportation Agreement”).

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 **Eligible Firm Transportation Quantity:** 30,000 dekatherms per day (“Dth/d”).

1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$4.65000 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765 in lieu of a fixed negotiated reservation rate attributed to the Cheyenne Hub Facilities.

1.5 **Eligible Primary Receipt Point(s):**

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement, provided that the resulting transportation path flows east-to-west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on REX.

1.6 — Eligible Secondary Receipt Point(s):

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any Receipt Point on Segments 130, 140, 150, 160*, 170*, in Zone 2*, and Zone 3; provided it results in transport that is in the East to West direction. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on REX.~~

~~* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

1.7 — Eligible Primary Delivery Point(s):

~~The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement, provided that the resulting transportation path flows east to west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on REX.~~

1.8 — Eligible Secondary Delivery Point(s):

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any Delivery Point on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, in Zone 2*, and Zone 3; provided it results in transport that is in the East to West direction. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west to east transportation anywhere on REX.~~

~~* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

ARTICLE 2**NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES**

2.1 — General Negotiated Rate Limitations. ~~The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.~~

2.2 — Applicable Maximum Rates, Charges, and Surcharges. ~~Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.~~

~~2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

~~_____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

~~ROCKIES EXPRESS PIPELINE LLC _____ DRW ENERGY TRADING LLC _____~~

~~By: _____ By: _____~~

~~Name: _____ Name: _____~~

~~Title: _____ Title: _____~~

Reserved for future use.

**~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS~~**

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of February 24, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.~~

1. ~~THIS AGREEMENT IS: (Check one)~~

~~☒ effective March 1, 2025 and is the original contract.~~

~~_____ effective _____, this Amendment No. ____ amends and restates
_____ FTS Contract No. _____ effective _____~~

~~_____ Capacity rights for this Agreement were permanently released from _____.~~

2. ~~SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:~~

~~TWIN EAGLE RESOURCE MANAGEMENT, LLC
ATTN: Brittney Purdy
1700 CITY PLAZA DRIVE SUITE 500
SPRING, TX 77389
(970) 759-4116
brittney.purdy@twineagle.com~~

3. ~~TERM OF SERVICE:~~

~~_____ (Date, Period of Time or Event): March 1, 2025
_____ to
_____ (Date, Period of Time or Event): March 31, 2025~~

4. ~~SHIPPER'S STATUS:~~

~~_____ Local Distribution Company
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
☒ Other: MARKETER~~

5. ~~TRANSPORTATION ON BEHALF OF:~~

~~_____ Local Distribution Company~~
~~_____ Intrastate Pipeline Company~~
~~_____ Interstate Pipeline Company~~
~~X Other: SHIPPER~~

6. ~~RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~

~~_____ (Date, Period of Time or Event) _____ MDQ~~

~~March 1, 2025 – March 31, 2025 10,000~~

7. ~~PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>03/01/2025 – 03/31/2025</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>10,000</u>	<u>NO</u>

8. ~~PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>03/01/2025 – 03/31/2025</u>	<u>42230</u>	<u>WIC/REX BITTER CREEK SWEETWATER</u>	<u>10,000</u>	<u>NO</u>

9. ~~DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."):~~ ~~There is no delivery pressure agreement.~~

10. ~~RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:~~

~~(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)~~

~~☒ None~~

~~☐ Lump-sum payment of _____~~

~~☐ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):~~

~~☐ Yes~~

~~☒ No~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):~~

~~☒ Yes~~

~~☐ No~~

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)~~

~~Applicable charges per Tariff as may be assessed by Transporter.~~

11. ~~RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~☒ Not Applicable~~

~~☐ Applicable (Complete the following):~~

~~Notice of ROFR Exercise: _____~~

~~_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

12. ~~ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).~~
~~(Check one):~~

~~☒ Not Applicable~~

~~☐ Applicable (Complete the following):~~

~~Notice of Rollover Exercise:~~

~~☐ Per the Tariff; or ☐ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

13. ~~ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

~~N/A~~

14. ~~NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:

Shipper: Twin Eagle Resource Management, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on February 24, 2025 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Twin Eagle Resource Management, LLC (“Shipper”).~~

~~In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.~~

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

~~1.1 **Negotiated Rate Term:** From March 1, 2025 through March 31, 2025.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 961368, dated February 24, 2025 (the “Transportation Agreement”).~~

~~The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.~~

~~1.3 **Eligible Firm Transportation Quantity:** 10,000 dekatherms per day (“Dth/d”).~~

~~1.4 **Negotiated Rate(s):**~~

~~The Negotiated Rate(s) consist of a Fixed Negotiated Reservation Rate and an Index Sharing Component, as each are described below.~~

~~**Fixed Negotiated Reservation Rate:** For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$2.43333 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.~~

~~**Index Sharing Component:** In addition to the Fixed Negotiated Reservation Rate, Shipper will also pay REX the Monthly Sharing Amount (defined herein), which will be calculated in the following manner:~~

~~The “Net Daily Spread” is defined as the difference remaining after the following calculation for each day within the month:~~

- ~~a. _____ The daily index price for one of the following: (1) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub~~

Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380; or (3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.

- b. ~~_____~~ **Minus** the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and
- c. ~~_____~~ **Minus** the sum of the following: (i) the applicable REX Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsections (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), or (b)(7) immediately above; (ii) the applicable Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) stated above in this Section 1.4 for Shipper's delivered quantity up to the MDQ; (iv) the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price if the receipt location is located on Segment 390 or 400; (v) the applicable commodity rate; and (vi) the ACA rate.

On each day during the Negotiated Rate Term, REX will calculate the Net Daily Spread (as described above). The Net Daily Spread will then be multiplied by Shipper's delivered quantity under the Transportation Agreement on each day to determine the "Daily Amount." For each day within the month that results in a positive Daily Amount (*i.e.*, above zero (0)), REX will multiply the Daily Amount by eighty hundredths (0.80) (the product of such calculation is the "Daily Sharing Amount"). The sum of the Daily Sharing

~~Amount(s) for each month shall be the “Monthly Sharing Amount.” For each month of the Negotiated Rate Term, the Shipper shall pay the Monthly Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.~~

~~1.5 — **Eligible Primary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

~~1.6 — **Eligible Secondary Receipt Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.~~

~~*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter’s FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

~~1.7 — **Eligible Primary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.~~

~~1.8 — **Eligible Secondary Delivery Point(s):**~~

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.~~

~~*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter’s FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

- ~~2.1 — **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.~~

~~2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.~~

~~2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

~~_____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

ROCKIES EXPRESS PIPELINE LLC _____ TWIN EAGLE RESOURCE
MANAGEMENT, LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Reserved for future use.

**~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS~~**

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of February 24, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.~~

~~1. THIS AGREEMENT IS: (Check one)~~

~~☒ effective March 1, 2025 and is the original contract.~~

~~☐ effective , this Amendment No. amends and restates
FTS Contract No. effective~~

~~☐ Capacity rights for this Agreement were permanently released from .~~

~~2. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:~~

~~CASTLETON COMMODITIES MERCHANT
TRADING L.P.
ATTN: Contract Administration
811 MAIN ST., STE 3500
HOUSTON, TX 77002
(281) 378-1282
htn-ctradmin@cci.com~~

~~3. TERM OF SERVICE:~~

~~(Date, Period of Time or Event): March 1, 2025
 to
 (Date, Period of Time or Event): March 31, 2025~~

~~4. SHIPPER'S STATUS:~~

~~☐ Local Distribution Company
☐ Intrastate Pipeline Company
☐ Interstate Pipeline Company
☒ Other: MARKETER~~

5. ~~TRANSPORTATION ON BEHALF OF:~~

~~_____ Local Distribution Company~~
~~_____ Intrastate Pipeline Company~~
~~_____ Interstate Pipeline Company~~
~~X~~ Other: SHIPPER

6. ~~RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~

~~_____ (Date, Period of Time or Event) _____ MDQ~~

~~March 1, 2025 – March 31, 2025~~ 20,000

7. ~~PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
03/01/2025 – 03/31/2025	45222	CLARINGTON HUB POOL	20,000	NO

8. ~~PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
03/01/2025 – 03/31/2025	44413	NGPL/REX MOULTRIE	20,000	NO

9. ~~DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."):~~ There is no delivery pressure agreement.

~~10. RATES:~~~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)~~~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)~~~~Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~~~Incremental Facility Charge:~~~~(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff) _____~~~~☒ None~~~~☐ Lump-sum payment of _____~~~~☐ Monthly fee of _____ through _____.~~~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):~~~~☐ Yes~~~~☒ No~~~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):~~~~☒ Yes~~~~☐ No~~~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)~~~~Applicable charges per Tariff as may be assessed by Transporter.~~~~11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~~~(Check one):~~~~☒ Not Applicable~~~~☐ Applicable (Complete the following):~~~~_____~~~~Notice of ROFR Exercise: _____~~~~☐ Per the Tariff; or ☐ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

12. ~~ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).~~
~~(Check one):~~

~~☒ Not Applicable~~

~~☐ Applicable (Complete the following):~~

~~Notice of Rollover Exercise:~~

~~☐ Per the Tariff; or ☐ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

13. ~~ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

~~N/A~~

14. ~~NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:

Shipper: ~~Castleton Commodities Merchant Trading L.P.~~
~~By: Castleton Commodities Trading GP LLC~~
~~It's General Partner~~

Signature: _____

Title: _____

Transporter Approval:

Transporter: ~~Rockies Express Pipeline LLC~~

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on February 24, 2025 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and Castleton Commodities Merchant Trading L.P. (“Shipper”).

In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

ARTICLE 1 NEGOTIATED RATE PARAMETERS

1.1 **Negotiated Rate Term:** From March 1, 2025 through March 31, 2025.

1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 961369, dated February 24, 2025 (the “Transportation Agreement”).

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 **Eligible Firm Transportation Quantity:** 20,000 dekatherms per day (“Dth/d”).

1.4 **Negotiated Rate(s):**

The Negotiated Rate(s) consist of a Fixed Negotiated Reservation Rate and an Index Sharing Component, as each are described below.

Fixed Negotiated Reservation Rate: For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$2.43333 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

Index Sharing Component: In addition to the Fixed Negotiated Reservation Rate, Shipper will also pay REX the Monthly Sharing Amount (defined herein), which will be calculated in the following manner:

The “Net Daily Spread” is defined as the difference remaining after the following calculation for each day within the month:

- a. The daily index price for one of the following: (1) the REX Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or

- ~~(3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.~~
- ~~b. Minus the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and~~
- ~~c. Minus the sum of the following: (i) the applicable REX Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsections (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), or (b)(7) immediately above; (ii) the applicable Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) stated above in this Section 1.4 for Shipper's delivered quantity up to the MDQ; (iv) the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price if the receipt location is located on Segment 390 or 400; (v) the applicable commodity rate; and (vi) the ACA rate.~~

~~On each day during the Negotiated Rate Term, REX will calculate the Net Daily Spread (as described above). The Net Daily Spread will then be multiplied by Shipper's delivered quantity under the Transportation Agreement on each day to determine the "Daily Amount." For each day within the month that results in a positive Daily Amount (i.e., above zero (0)), REX will multiply the Daily Amount by eighty hundredths (0.80) (the product of such calculation is the "Daily Sharing Amount"). The sum of the Daily Sharing Amount(s) for each month shall be the "Monthly Sharing Amount." For each month of the Negotiated Rate Term, the Shipper shall pay the Monthly Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.~~

~~1.5 Eligible Primary Receipt Point(s):~~

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

1.6 — Eligible Secondary Receipt Point(s):

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

1.7 — Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 — Eligible Secondary Delivery Point(s):

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.

*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

ARTICLE 2**NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES**

2.1 — General Negotiated Rate Limitations. The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.

2.2 — Applicable Maximum Rates, Charges, and Surcharges. Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.

2.3 — Capacity Releases. Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all

~~other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

~~_____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

ROCKIES EXPRESS PIPELINE LLC _____ CASTLETON COMMODITIES MERCHANT

TRADING L.P.

BY: CASTLETON COMMODITIES

TRADING GP LLC

IT'S GENERAL PARTNER _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Reserved for future use.

**~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS~~**

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of February 27, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.~~

1. ~~THIS AGREEMENT IS: (Check one)~~

~~☒ effective March 1, 2025 and is the original contract.~~

~~☐ effective , this Amendment No. amends and restates
FTS Contract No. effective~~

~~☐ Capacity rights for this Agreement were permanently released from .~~

2. ~~SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:~~

~~RADIATE ENERGY LLC
ATTN: Kevin Humpich
3401 NW 98TH STREET SUITE B
GAINESVILLE, FL 32606
(732) 691-3312
kevin@radiateenergy.com~~

3. ~~TERM OF SERVICE:~~

~~(Date, Period of Time or Event): March 1, 2025
 to
 (Date, Period of Time or Event): March 31, 2025~~

4. ~~SHIPPER'S STATUS:~~

~~☐ Local Distribution Company
☐ Intrastate Pipeline Company
☐ Interstate Pipeline Company
☒ Other: MARKETER~~

5. ~~TRANSPORTATION ON BEHALF OF:~~~~_____ Local Distribution Company~~~~_____ Intrastate Pipeline Company~~~~_____ Interstate Pipeline Company~~~~X Other: SHIPPER~~6. ~~RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~~~_____ (Date, Period of Time or Event) _____ MDQ~~~~March 1, 2025 – March 31, 2025 20,000~~7. ~~PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>03/01/2025 – 03/31/2025</u>	<u>60060</u>	<u>OHIO RIVER SYSTEM/REX BEARWALLOW MON</u>	<u>20,000</u>	<u>NO</u>

8. ~~PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>03/01/2025 – 03/31/2025</u>	<u>42228</u>	<u>CIG/REX FREWEN LAKE SWEETWATER</u>	<u>20,000</u>	<u>NO</u>

9. ~~DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."):~~ ~~There is no delivery pressure agreement.~~

~~10. RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)
Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:
(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff) _____
☒ None
____ Lump-sum payment of _____
____ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):
____ Yes
☒ No~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):
☒ Yes
____ No~~

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)
Applicable charges per Tariff as may be assessed by Transporter.~~

~~11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

~~(Check one):
☒ Not Applicable
____ Applicable (Complete the following):~~

~~Notice of ROFR Exercise: _____
____ Per the Tariff; or ____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~☒ Not Applicable~~

~~☐ Applicable (Complete the following):~~

~~Notice of Rollover Exercise:~~

~~☐ Per the Tariff; or ☐ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

~~13. ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

~~N/A~~

~~14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:~~

~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:

Shipper: Radiate Energy LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on February 27, 2025 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and Radiate Energy LLC (“Shipper”).

In accordance with the provisions of REX’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), REX and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by REX to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

ARTICLE 1 NEGOTIATED RATE PARAMETERS

1.1 **Negotiated Rate Term:** From March 1, 2025 through March 31, 2025.

1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 961422, dated February 27, 2025 (the “Transportation Agreement”).

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 **Eligible Firm Transportation Quantity:** 20,000 dekatherms per day (“Dth/d”).

1.4 **Negotiated Rate(s):**

The Negotiated Rate(s) consist of a Fixed Negotiated Reservation Rate and an Index Sharing Component, as each are described below.

Fixed Negotiated Reservation Rate: For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$2.43333 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

Index Sharing Component: In addition to the Fixed Negotiated Reservation Rate, Shipper will also pay REX the Monthly Sharing Amount (defined herein), which will be calculated in the following manner:

The “Net Daily Spread” is defined as the difference remaining after the following calculation for each day within the month:

- a. The daily index price for one of the following: (1) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or

- (3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.
- b. ~~Minus~~ the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and
- c. ~~Minus~~ the sum of the following: (i) the applicable REX Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsections (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), or (b)(7) immediately above; (ii) the applicable Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) stated above in this Section 1.4 for Shipper's delivered quantity up to the MDQ; (iv) the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price if the receipt location is located on Segment 390 or 400; (v) the applicable commodity rate; and (vi) the ACA rate.

On each day during the Negotiated Rate Term, REX will calculate the Net Daily Spread (as described above). The Net Daily Spread will then be multiplied by Shipper's delivered quantity under the Transportation Agreement on each day to determine the "Daily Amount." For each day within the month that results in a positive Daily Amount (i.e., above zero (0)), REX will multiply the Daily Amount by eighty hundredths (0.80) (the product of such calculation is the "Daily Sharing Amount"). The sum of the Daily Sharing Amount(s) for each month shall be the "Monthly Sharing Amount." For each month of the Negotiated Rate Term, the Shipper shall pay the Monthly Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.

1.5 ~~Eligible Primary Receipt Point(s):~~

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 — Eligible Secondary Receipt Point(s):

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.~~

~~*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

1.7 — Eligible Primary Delivery Point(s):

~~The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.~~

1.8 — Eligible Secondary Delivery Point(s):

~~The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points located on Segments 100, 110, 120, 130, 140, 150, 160*, 170*, 600, 610, 620, 630, 640, 650, Zone 2* and Zone 3.~~

~~*For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

2.1 — General Negotiated Rate Limitations. ~~The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.~~

2.2 — Applicable Maximum Rates, Charges, and Surcharges. ~~Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's Federal Energy Regulatory Commission ("FERC") Gas Tariff as it may be revised from time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.~~

2.3 — Capacity Releases. ~~Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all~~

~~other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

~~_____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

~~ROCKIES EXPRESS PIPELINE LLC _____ RADIATE ENERGY LLC _____~~

~~By: _____ By: _____~~

~~Name: _____ Name: _____~~

~~Title: _____ Title: _____~~