

### **Rockies Express Pipeline LLC**

October 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. RP26-\_\_\_\_-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 November 1, 2025:

Section Name	<b>Section Version</b>
Third Revised Volume No. 1	
Negotiated Rates – 4	140.0.0
Original Volume – The Book of Contracts	
Section 2 – Table of Contents – Book of Contracts	159.0.0
Section 4.10 – NRA Mieco K# 962253	22.0.0
Section 4.49 – NRA Castleton K #962254	16.0.0
Section 4.58 – NRA Twin Eagle K# 962255	15.0.0
Section 4.68 – NRA Tenaska K# 962256	9.0.0
Section 4.69 – NRA Radiate K# 962257	9.0.0
Section 4.78 – NRA Symmetry K# 962287	2.0.0
Section 4.80 – NRA 61 Commodities K# 962288	2.0.0
Section 4.81 – NRA Concord K# 962289	1.0.0
Section 4.82 – NRA ConocoPhillips K# 962314	1.0.0
Section 4.83 – NRA Reserved	1.0.0
Section 4.84 – NRA Reserved	1.0.0
Section 4.85 – NRA Reserved	1.0.0
Section 4.86 – NRA Reserved	1.0.0
Section 4.87 – NRA Reserved	1.0.0

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Pursuant to Part 154 of the Commission's regulations, 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 nine new negotiated rate transportation service agreements ("TSAs") between Rockies Express and:

Mieco Inc., ("Mieco"), Contract No. 962253
Castleton Commodities Merchant Trading L.P., ("Castleton"), Contract No. 962254
Twin Eagle Resource Management, LLC, ("Twin Eagle"), Contract No. 962255
Tenaska Marketing Ventures, ("Tenaska"), Contract No. 962256
Radiate Energy LLC, ("Radiate"), Contract No. 962257
Symmetry Energy Solutions, LLC, ("Symmetry"), Contract No. 962287
Six One Commodities LLC, ("61 Commodities"), Contract No. 962288
Concord Energy LLC, ("Concord"), Contract No. 962289
ConocoPhillips Company, ("ConocoPhillips"), Contract No. 962314

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

Pursuant to Section 33 of the General Terms and Conditions of its Tariff, Rockies Express has authority to negotiate rates in accordance with the Commission's Policy Statement on the Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Pipelines ("Policy Statement").<sup>2</sup> 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 nine new TSAs, together with the Proposed Tariff Sections, of which the tariff section labeled "Negotiated Rates – 4," Section Version No. 140.0.0, 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 November 1, 2025, consistent with the effective date of the TSAs.

<sup>&</sup>lt;sup>1</sup> 18 CFR § 154 (2025).

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

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#### **Housekeeping Matters**

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

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

### Negotiated Rates – 4, Version No. 140.0.0

- Footnote 17: Add the appropriate docket number to the footnote.
- Remove footnotes 9 and 20 and reserve for future use.
- Remove references to Contract Nos. 957455, 960827, 960826, 960830, 960831, 960832, 960835, 960955, 960956, 960957, 960959, 961431, 961548, and 961558, as they expire on October 31, 2025.

### <u>Original Volume – The Book of Contracts</u>

### <u>Section 2 – Table of Contents – Book of Contracts, Version 159.0.0</u>

- Remove references to Contract Nos. 957455, 960826, 960827, 960955, 960956, 960957, 961431, 961548, and 961558, as they expire on October 31, 2025.
- Remove references to Contract Nos. 960830, 960831, 960832, 960835, and 960959, as they expire on October 31, 2025, and reserve for future use.

### Section 4.83 – NRA Reserved, Version 1.0.0

• Remove Contract No. 960830, as the contract expires on October 31, 2025, and reserve for future use.

### Section 4.84 – NRA Reserved, Version 1.0.0

 Remove Contract No. 960831, as the contract expires on October 31, 2025, and reserve for future use.

### Section 4.85 - NRA Reserved, Version 1.0.0

 Remove Contract No. 960832, as the contract expires on October 31, 2025, and reserve for future use.

### Section 4.86 – NRA Reserved, Version 1.0.0

• Remove Contract No. 960835, as the contract expires on October 31, 2025, and reserve for future use.

### Section 4.87 – NRA Reserved, Version 1.0.0

• Remove Contract No. 960959, as the contract expires on October 31, 2025, and reserve for future use.

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#### **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 November 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.<sup>3</sup>

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

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

Stewart J. Merrick
Assistant General Counsel
Tallgrass Energy, LP
370 Van Gordon Street
Lakewood, CO 80228
801-230-8442
stewart.merrick@tallgrass.com

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

### Certification

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

<sup>&</sup>lt;sup>3</sup> See Policy Statement, 74 FERC  $\P$  61,076 at pp. 61,241-42; see also Gulfstream Natural Gas System, L.L.C., 107 FERC  $\P$  61,189, P 8 (2004).

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Respectfully submitted,

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

Authorized Representative of Rockies Express Pipeline LLC



### Negotiated Rates - 4 Section Version: 140.0.0

### **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	1/	<u>1</u> /	<u>1</u> /	<u>1</u> /
EQT Energy, LLC 2/	949014 (FT)	December 13, 2016 January 5, 2032	70,000	1/	1/	<u>1</u> /	1/
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> /	18/	<u>18</u> /
Jay-Bee Oil & Gas, Inc. <u>2</u> /	949018 (FT)	December 13, 2016 January 5, 2032	150,000	1/	1/	1/	1/
Spire Marketing Inc. 2/	949208 (FT)	December 13, 2016 January 5, 2032	20,000	1/	1/	<u>1</u> /	1/
Citizens Gas <u>2</u> /	949295 (FT)	December 13, 2016 January 5, 2032	20,000	1/	1/	<u>1</u> /	1/
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>
Duke Energy Indiana, LLC 2/	961067 (FT)	April 1, 2025 October 31, 2048	30,000	31/	31/	<u>31/</u>	31/
Duke Energy Indiana, LLC	961068 (FT)	April 1, 2025 October 31, 2048	80,000	31/	31/	<u>31/</u>	31/

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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.
			11-1-20 to 2-28-22 – <b>35,200</b>				
BP Energy Company	954204-02 (FT)	November 1, 2020 March 31, 2028	3-1-22 to 6-30-22 – <b>15,920</b>	<u>13/</u>	<u>13/</u>	<u>13/</u>	<u>13/</u>
			7-1-22 to 3-31-28 – <b>49,500</b>				
SWN Energy Services Company, LLC 2/	954719 (FT)	December 1, 2020 January 5, 2032	12,000	7/	7/	7/	7/
SWN Energy Services Company, LLC 2/	954720 (FT)	December 1, 2020 January 5, 2032	38,000	7/	7/	<u>7/</u>	7/
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>	10/	<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>
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>

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

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
DTE Energy Trading, Inc.	961179 (FT)	March 1, 2025 October 31, 2028	25,000	<u>19/</u>	<u>19/</u>	<u>19/</u>	<u>19/</u>
		November 1, 2023 March 31, 2026	11-1-23 to 3-31-24 – <b>20,000</b>	<u>16/</u>	<u>16/</u>		<u>16/</u>
	958854 (FT)		4-1-24 to 10-31-24 – <b>0</b>			<u>16/</u>	
Spire Missouri Inc.			11-1-24 to 3-31-25 – <b>20,000</b>				
			4-1-25 to 10-31-25 – <b>0</b>				
			11-1-25 to 3-31-26 – <b>20,000</b>				

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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.
			9-1-20 to 10-31-21 – <b>50,000</b>				
			11-1-21 to 11-30-21 – <b>30,000</b>				
			12-1-21 to 2-28-22 – <b>0</b>				
			3-1-22 to 3-31-22 – <b>30,000</b>				
			4-1-22 to 10-31-22 – <b>50,000</b>				
			11-1-22 to 11-30-22 – <b>30,000</b>				
BP Energy	954204	September 1, 2020	12-1-22 to 2-28-23 – <b>0</b>				
Company	(FT)	March 31, 2026	3-1-23 to 3-31-23 – <b>30,000</b>	<u>11/</u>	11/	11/	<u>11/</u>
			4-1-23 to 10-31-23 – <b>50,000</b>				
			11-1-23 to 11-31-23 – <b>30,000</b>				
			12-1-23 to 2-29-24 – <b>0</b>				
			3-1-24 to 3-31-24 – <b>30,000</b>				
			4-1-24 to 10-31-24 – <b>50,000</b>				
			11-1-24 to 3-31-26 – <b>20,000</b>				

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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.
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>	8/	<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>	21/	<u>21/</u>	21/
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.
			11-1-24 to 3-31-25 – <b>25,000</b>				
			4-1-25 to 10-31-25 – <b>0</b>				
Union Electric Company, D/B/A Ameren Missouri	960682 (FT)	November 1, 2024 March 31, 2027	11-1-25 to 3-31-26 – <b>25,000</b>	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
			4-1-26 to 10-31-26 – <b>0</b>				
			11-1-26 to 3-31-27 – <b>25,000</b>				
Stanchion Gas Marketing, LLC	960781 (FT)	November 1, 2024 October 31, 2029	100,000	28/	<u>28/</u>	<u>28/</u>	<u>28/</u>
Mieco, Inc.	962253 (FT)	November 1, 2025 March 31, 2026	25,000	22/	22/	22/	22/
Castleton Commodities Merchant Trading L.P.	962254 (FT)	November 1, 2025 March 31, 2026	25,000	22/	22/	22/	22/
Twin Eagle Resource Management, LLC	962255 (FT)	November 1, 2025 March 31, 2026	15,000	22/	22/	22/	22/
Tenaska Marketing Ventures	962256 (FT)	November 1, 2025 March 31, 2026	25,000	22/	22/	22/	22/
Radiate Energy LLC	962257 (FT)	November 1, 2025 March 31, 2026	20,000	22/	22/	22/	22/
Symmetry Energy Solutions, LLC	962287 (FT)	November 1, 2025 October 31, 2027	10,000	22/	22/	22/	22/
Six One Commodities LLC	962288 (FT)	November 1, 2025 October 31, 2027	10,000	22/	22/	22/	22/
Concord Energy LLC	962289 (FT)	November 1, 2025 October 31, 2027	25,000	22/	22/	22/	22/

Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
ConocoPhillips Company	962314 (FT)	November 1, 2025 October 31, 2027	40,000	22/	22/	22/	22/
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 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>

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Castleton			PiDQ	PibQ/Pio)	(#/ Dail)	Nec. F G.	Dei r G.
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>
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>
Twin Eagle Resource Management, LLC	961435 (FT)	April 1, 2025 October 31, 2027	10,000	32/	<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>
Morgan Stanley Capital Group Inc	961567 (FT)	May 1, 2025 March 31, 2028	10,000	<u>17/</u>	<u>17/</u>	<u>17/</u>	<u>17/</u>
Twin Eagle Resource Management, LLC	961568 (FT)	May 1, 2025 March 31, 2028	10,000	17/	<u>17/</u>	<u>17/</u>	<u>17/</u>
Glencore, LTD.	961571 (FT)	May 1, 2025 March 31, 2028	5,000	<u>17/</u>	<u>17/</u>	<u>17/</u>	<u>17/</u>
Six One Commodities LLC	961574 (FT)	May 1, 2025 March 31, 2028	10,000	<u>17/</u>	<u>17/</u>	<u>17/</u>	<u>17/</u>
EDF Trading North America, LLC	961583 (FT)	May 1, 2025 March 31, 2028	6,500	<u>17/</u>	17/	<u>17/</u>	<u>17/</u>

Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Spire Marketing Inc.	961592 (FT)	May 1, 2025 March 31, 2028	10,000	<u>17/</u>	<u>17/</u>	<u>17/</u>	<u>17/</u>

- <u>1</u>/ 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/ Reserved for future use.
- 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,

Issued on: October 31, 2025 Effective on: November 1, 2025

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- 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.
- <u>16</u>/ This information is set out in the negotiated rate agreement filed with the Commission on October 31, 2023 at Docket No. RP24-105.
- 17/ This information is set out in the negotiated rate agreement filed with the Commission on April 30, 2025 at Docket No. RP25-865.
- 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/ Reserved for future use.
- 21/ This information is set out in the negotiated rate agreement filed with the Commission on July 5, 2024 at Docket No. RP24-897.
- <u>22</u>/ This information is set out in the negotiated rate agreement filed with the Commission on October 31, 2025 at Docket No. RP26-\_\_\_.
- 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.
- <u>25</u>/ 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.
- <u>28</u>/ 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.

### **Rockies Express Pipeline LLC**

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- <u>30</u>/ 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. RP25-787.

## 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
Mieco, Inc K# 962253	4.10	Section 4.10 – NRA Mieco K# 962253
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

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 Company K# 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
Castleton Commodities Merchant Trading L.P. K# 962254	4.49	Section 4.49 – NRA CastletonK# 962254
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

Shipper Name	Section #	Section Name
Castleton Commodities Merchant Trading L.P. K# 961052	4.52	Section 4.52 - NRA 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
Twin Eagle Resource Management, LLC K# 962255	4.58	Section 4.58 – NRA Twin Eagle K# 962255
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

Shipper Name	Section #	Section Name
Tenaska Marketing Ventures K# 962256	4.68	Section 4.68 – NRA Tenaska K# 962256
Radiate Energy LLC K# 962257	4.69	Section 4.69 – NRA Radiate K# 962257
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
Symmetry Energy Solutions, LLC K# 962287	4.78	Section 4.78 – NRA Symmetry K# 962287
Stanchion Gas Marketing, LLC K# 960781	4.79	Section 4.79 – NRA Stanchion K# 960781
Six One Commodities LLC K# 962288	4.80	Section 4.80 – NRA 61 Commodities K# 962288
Concord Energy LLC K# 962289	4.81	Section 4.81 – NRA Concord K# 962289
ConocoPhillips Company K# 962314	4.82	Section 4.82 – NRA ConocoPhillips K# 962314
Reserved	4.83	Section 4.83 – NRA Reserved

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Shipper Name	Section #	Section Name
Reserved	4.84	Section 4.84 – NRA Reserved
Reserved	4.85	Section 4.85 - NRA Reserved
Reserved	4.86	Section 4.86 - NRA Reserved
Reserved	4.87	Section 4.87 – NRA Reserved
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
Morgan Stanley Capital Group Inc K# 961567	4.90	Section 4.90 – NRA Morgan Stanley K# 961567
Twin Eagle Resource Management, LLC K# 961568	4.91	Section 4.91 – NRA Twin Eagle K# 961568
Glencore, LTD. K# 961571	4.92	Section 4.92 – NRA Glencore K# 961571
Six One Commodities LLC K# 961574	4.93	Section 4.93 – NRA 61 Commodities K# 961574
EDF Trading North America, LLC K# 961583	4.94	Section 4.94 - NRA EDF K# 961583
Spire Marketing Inc. K# 961592	4.95	Section 4.95 – NRA Spire K# 961592
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 October 20, 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 November 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): November 1, 2025 to (Date, Period-of-Time or Event): March 31, 2026
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 C Local Distribution Company Intrastate Pipeline Company Interstate Pipeline Company X Other: SHIPPER	OF:
6.	RATE SCHEDULE FTS Maximum Da	aily Quantity ("MDQ"):
	(Date, Period-of-Time or Event)	MDQ
	November 1, 2025 - March 31, 2026	<u>25,000</u>

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

(Date, Period-of- Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>11/01/2025 -</u> <u>03/31/2026</u>	42234	WHITE RI/REX MEEKER RIO BLANCO	25,000	<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>11/01/2025 -</u> <u>03/31/2026</u>	45222	CLARINGTON HUB POOL	25,000	<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:

11.

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.

	Facility Charge:			
•	Section 5.3(B) of Ra	ate Schedule FTS of	f the Tariff)	
X None	arm marmant of			
Lump-	sum payment of ly fee of	through		
approved by				by the incremental capaci- 58-000 (Zone 1 Meeker
approved by				by the incremental capac o. CP15-137-000 (Zone
_	es: (Pursuant to Sect harges per Tariff as			the Tariff)
	FIRST REFUSAL Ins of the Tariff).	PROVISIONS: (Pu	rsuant to Section	17.3 of the General Ter
(Check one)  X Not A  Applie		following):		
	ce of ROFR Exercise  Per the Tariff; or termination date afte	Month(s) in adv		d of the primary term or

### **Rockies Express Pipeline LLC**

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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:			
	<u>N/A</u>			
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@tallgrassenergylp.com			
	IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.			
Shi	pper Approval:			
	Shipper: <u>Mieco, Inc.</u>			
	Signature:			
	Title:			
Tuanana	rter Approval:			
Transpor	Transporter: Rockies Express Pipeline LLC			
	Signature:			
	Title:			
	Tiue.			

### Section 4.10 - NRA Mieco K# 962253 Section Version: 22.0.0

# FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 20, 2025 ("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 November 1, 2025 through March 31, 2026.
- 1.2 <u>Transportation Agreement</u>: Rate Schedule FTS Agreement No. <u>962253</u>, dated October 20, 2025 (the "Transportation Agreement").

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

1.3 Eligible Firm Transportation Quantity: 25,000 dekatherms per day ("Dth/d").

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

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

<u>Fixed Negotiated Reservation Rate</u>: 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.

<u>Index Sharing Component</u>: 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.

- 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), (b)(7), or (b)(8) 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 <u>Applicable Maximum Rates, Charges, and Surcharges</u>. 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

### **Rockies Express Pipeline LLC**

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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 <u>Capacity Releases</u>. 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:

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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 October 20, 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 November 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): November 1, 2025 to	
	(Date, Period-of-Time or Event): March 31, 2026	
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 C	PF:	
	Local Distribution Company		
	Intrastate Pipeline Company		
	Interstate Pipeline Company		
	X Other: SHIPPER		
	<u>-11</u> 0 W.G.V. <u>211111211</u>		
6.	RATE SCHEDULE FTS Maximum Da	aily Quantity ("MDQ"):	
•	Tutte setteb eee i is Maximum by		
	(Date, Period-of-Time or Event)	MDQ	
	(Date, 1 chod-of-1 line of Event)	MDQ	
	November 1, 2025 - March 31, 2026	25 000	
	November 1, 2023 - Water 31, 2020	<u>25,000</u>	

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

(Date, Period-of- Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>11/01/2025 -</u> <u>03/31/2026</u>	42234	WHITE RI/REX MEEKER RIO BLANCO	25,000	<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>11/01/2025 -</u> <u>03/31/2026</u>	44413	NGPL/REX MOULTRIE	25,000	<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
	Wolding 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):  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.

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	2. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).  (Check one):				
	X Not App	ble (Complete the following):			
		e of Rollover Exercise: _ Per the Tariff; or Month(s) in advance of (i) the end of the primary term or y termination date after the primary term has ended.			
13.	ADDITIONA	L TERMS PERMITTED BY TARIFF:			
		g negotiable provision is permitted under the Tariff and may be included in this the space below:			
<u> </u>	N/A				
_					
14.	NOTICES TO	TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:			
	Rockies Expre	ess Pipeline LLC			
	Commercial C				
	370 Van Gord Lakewood, CO				
		atallgrassenergylp.com			
	IN WITNESS authorized rep	WHEREOF, the parties have caused this Agreement to be signed by their duly resentatives.			
Shipp	er Approval:				
	Shipper:	Castleton Commodities Merchant Trading L.P. By: Castleton Commodities Trading GP LLC Its General Partner			
	Signature:				
	Title:				
Transporte	r Approval:				
_ 1 por te	Transporter:	Rockies Express Pipeline LLC			
	Signature:	Modified Dispress 1 specific DDC			
	Title:				
	11010.				

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### FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 20, 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 November 1, 2025 through March 31, 2026.
- 1.2 <u>Transportation Agreement</u>: Rate Schedule FTS Agreement No. <u>962254</u>, dated October 20, 2025 (the "Transportation Agreement").

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

- 1.3 Eligible Firm Transportation Quantity: 25,000 dekatherms per day ("Dth/d").
- 1.4 **Negotiated Rate(s)**:

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

<u>Fixed Negotiated Reservation Rate</u>: 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.

<u>Index Sharing Component</u>: 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

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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.

- 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), (b)(7), or (b)(8) 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 <u>Applicable Maximum Rates, Charges, and Surcharges</u>. 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

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time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.

2.3 <u>Capacity Releases</u>. 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
Ву:	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 20, 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 November 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): November 1, 2025		
	(Date, Period-of-Time or Event): March 31, 2026		
4.	SHIPPER'S STATUS:  Local Distribution Company  Intrastate Pipeline Company  Interstate Pipeline Company  X Other: MARKETER		

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Э.	TRANSPORTATION ON BEHALF C	)F:	
	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, 2025 - March 31, 2026	<u>15,000</u>	

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

Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
42234	WHITE RI/REX MEEKER RIO BLANCO	15,000	<u>NO</u>
		42234 WHITE RI/REX MEEKER RIO	42234 <u>WHITE RI/REX</u> 15,000 <u>MEEKER RIO</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>11/01/2025 -</u> <u>03/31/2026</u>	44413	NGPL/REX MOULTRIE	<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:

1

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
	Lump-sum payment 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.
1.	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.

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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:
-	<u>N/A</u>
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@tallgrassenergylp.com
	e-man: <u>KEX(w)tanigrassenergyrp.com</u>
	IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.
Ship	per Approval:
	Shipper: Twin Eagle Resource Management, LLC
	Signature:
	Title:
Transport	er Approval:
	Transporter: Rockies Express Pipeline LLC
	Signature:
	Title:

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### FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 20, 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 November 1, 2025 through March 31, 2026.
- 1.2 <u>Transportation Agreement</u>: Rate Schedule FTS Agreement No. <u>962255</u>, dated October 20, 2025 (the "Transportation Agreement").

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

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

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

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

<u>Fixed Negotiated Reservation Rate</u>: 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.

<u>Index Sharing Component</u>: 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.

- 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), (b)(7), or (b)(8) 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 <u>Applicable Maximum Rates, Charges, and Surcharges</u>. 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

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time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.

2.3 <u>Capacity Releases</u>. 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 20, 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 November 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:
	TENASKA MARKETING VENTURES  ATTN: Rick Pieper  1225 17TH STREET, STE. 2460  DENVER, CO 80202  (303) 723-9313  rpieper@tenaska.com
3.	TERM OF SERVICE:
	(Date, Period-of-Time or Event): November 1, 2025 to (Date, Period-of-Time or Event): March 31, 2026
4.	SHIPPER'S STATUS:  Local Distribution Company  Intrastate Pipeline Company  Interstate Pipeline Company  X Other: MARKETER

5.	TRANSPORTATION ON BEHALF O	)F:
	Local Distribution Company	
	Intrastate Pipeline Company	
	Interstate Pipeline Company	
	X Other: SHIPPER	
6.	RATE SCHEDULE FTS Maximum Da	aily Quantity ("MDQ"):
	(Date, Period-of-Time or Event)	MDQ
	November 1, 2025 - March 31, 2026	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>11/01/2025 -</u> <u>03/31/2026</u>	42234	WHITE RI/REX MEEKER RIO BLANCO	25,000	<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>11/01/2025 -</u> <u>03/31/2026</u>	43537	MIDWSTRN/REX EDGAR	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)
	X None
	Lump-sum payment of Monthly fee of through
	Ivioninity 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):  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.

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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:
	<u>N/A</u>
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@tallgrassenergylp.com
	IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.
Ship	per Approval:
	Shipper: <u>Tenaska Marketing Ventures</u>
	Signature:
	Title:
Transport	er 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 20, 2025 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Tenaska Marketing Ventures ("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, 2025 through March 31, 2026.
- 1.2 <u>Transportation Agreement</u>: Rate Schedule FTS Agreement No. <u>962256</u>, dated October 20, 2025 (the "Transportation Agreement").

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

- 1.3 **Eligible Firm Transportation Quantity**: 25,000 dekatherms per day ("Dth/d").
- 1.4 **Negotiated Rate(s)**:

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

<u>Fixed Negotiated Reservation Rate</u>: 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.

<u>Index Sharing Component</u>: 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.

- 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), (b)(7), or (b)(8) 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 <u>General Negotiated Rate Limitations</u>. 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 <u>Applicable Maximum Rates, Charges, and Surcharges</u>. 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

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time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.

2.3 <u>Capacity Releases</u>. 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
Ву:	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 21, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1.	THIS AGREEMENT IS: (Check one)
	X effective November 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): November 1, 2025 to
	(Date, Period-of-Time or Event): March 31, 2026
4.	SHIPPER'S STATUS:  Local Distribution Company  Intrastate Pipeline Company  Interstate Pipeline Company  X Other: MARKETER

5.	TRANSPORTATION ON BEHALF C	OF:
	Local Distribution Company	
	Intrastate Pipeline Company	
	Interstate Pipeline Company	
	X Other: SHIPPER	
5.	RATE SCHEDULE FTS Maximum Da	aily Quantity ("MDQ"):
	(Date, Period-of-Time or Event)	MDQ
	November 1, 2025 - March 31, 2026	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>11/01/2025 -</u> <u>03/31/2026</u>	42234	WHITE RI/REX MEEKER RIO	20,000	<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>11/01/2025 -</u> <u>03/31/2026</u>	43537	MIDWSTRN/REX EDGAR	20,000	<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:

11.

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 Facilit	• •
•	on 5.3(B) of Rate Schedule FTS of the Tariff)
X None	payment of
Monthly fee	of through
	Charge applicable to firm transportation provided by the incremental capacity C order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to on Project):
	Charge applicable to firm transportation provided by the incremental capacity and Corder issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 ment Project):
e v	arsuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff) is per Tariff as may be assessed by Transporter.
RIGHT OF FIRST and Conditions of	$\Gamma$ REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms the Tariff).
(Check one):  X Not Applical Applicable (	ble Complete the following):
Per	ROFR Exercise: The Tariff; orMonth(s) in advance of (i) the end of the primary term or (ii) action date after the primary term has ended.

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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:	
	<u>N/A</u>	_
		_
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@tallgrassenergylp.com	
	IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.	
Ship	per Approval:	
	Shipper: <u>Radiate Energy LLC</u>	
	Signature:	
	Title:	
Transpor	er 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 21, 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 November 1, 2025 through March 31, 2026.
- 1.2 <u>Transportation Agreement</u>: Rate Schedule FTS Agreement No. <u>962257</u>, dated October 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: 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.

<u>Fixed Negotiated Reservation Rate</u>: 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.

<u>Index Sharing Component</u>: 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.

- 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), (b)(7), or (b)(8) 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 <u>Applicable Maximum Rates, Charges, and Surcharges</u>. 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

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time to time ("Tariff") shall apply to service provided to Shipper under the Transportation Agreement.

2.3 <u>Capacity Releases</u>. 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:	Ву:
Name:	Name:
Title:	Title:

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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 October 23, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1.	THIS AGREEMENT IS: (Check one)	
	X effective November 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:	
	SYMMETRY ENERGY SOLUTIONS, LLC ATTN: Stephen Farina 12000 PECOS ST, SUITE 300 WESTMINSTER, CO 80234 (918) 477-3422 stephen.farina@symmetryenergy.com	
3.	TERM OF SERVICE:	
	(Date, Period-of-Time or Event): November 1, 2025 to (Date, Period-of-Time or Event): October 31, 2027	
4		
4.	SHIPPER'S STATUS:  Local Distribution Company  Intrastate Pipeline Company  Interstate Pipeline Company  X Other: MARKETER	

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5.	TRANSPORTATION ON BEHALF OF  Local Distribution Company  Intrastate Pipeline Company  Interstate Pipeline Company	?:	
6.	XOther: SHIPPER  RATE SCHEDULE FTS Maximum Dai  (Date, Period-of-Time or Event)	ly Quantity ("MDQ"):  MDQ	
	November 1, 2025 - October 31, 2027	10,000	
7.	PRIMARY FTS RECEIPT POINTS & I	MAXIMUM DAILY RI	ECEIPT QUANTITY ("

MDRQ"):

Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
42234	WHITE RI/REX MEEKER RIO BLANCO	10,000	<u>NO</u>
		42234 WHITE RI/REX MEEKER RIO	42234 <u>WHITE RI/REX</u> 10,000 <u>MEEKER RIO</u>

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

(Date, Period-of- Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>11/01/2025 -</u> <u>10/31/2027</u>	44413	NGPL/REX MOULTRIE	<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 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):  X Not Applicable Applicable (Complete the following):
	Notice of ROFR Exercise: Per the Tariff; orMonth(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

## Rockies Express Pipeline LLC FERC Gas Tariff

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12.	ROLLOVER In the Tariff). (Check one):	PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of			
	X Not App	olicable ole (Complete the following):			
		of Rollover Exercise:  Per the Tariff; or Month(s) in advance of (i) the end of the primary term or y termination date after the primary term has ended.			
13.	ADDITIONAL	L TERMS PERMITTED BY TARIFF:			
		negotiable provision is permitted under the Tariff and may be included in this the space below:			
	<u>N/A</u>				
14.	NOTICES TO	TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:			
	Rockies Express Pipeline LLC				
	Commercial O 370 Van Gorde	<b>A</b>			
	Lakewood, CC				
	e-mail: REX	<u>)tallgrassenergylp.com</u>			
	IN WITNESS authorized rep	WHEREOF, the parties have caused this Agreement to be signed by their duly resentatives.			
Ship	per Approval:				
	Shipper:	Symmetry Energy Solutions, LLC			
	Signature:				
	Title:				
Transport	er 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 23, 2025 ("Agreement Date") by and between Rockies Express Pipeline LLC ("REX") and Symmetry Energy Solutions, 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, 2025 through October 31, 2027.
- 1.2 Transportation Agreement: Rate Schedule FTS, Agreement No. 962287, dated October 23, 2025 (the "Transportation Agreement").

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

1.3 Eligible Firm Transportation Quantity: 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 \$9.66000 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s)").

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement, provided that the resulting transportation path flows west-toeast. 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.

Effective on: November 1, 2025

Issued on: October 31, 2025

#### 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, 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..

#### 1.7 <u>Eligible Primary Delivery Point(s)</u>:

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

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points 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 <u>Applicable Maximum Rates, Charges, and Surcharges</u>. 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.

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2.3 <u>Capacity Releases</u>. 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	SYMMETRY ENERGY SOLUTIONS, LLC
By:	By:
Name:	Name:
Title:	Title:

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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 October 23, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1.	THIS AGREEMENT IS: (Check one)		
	X effective November 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:		
	SIX ONE COMMODITIES LLC ATTN: Maureen Smith ONE DOCK STREET SUITE 412 STAMFORD, CT 06902 (203) 409-2232 maureensmith@61commodities.com		
3.	TERM OF SERVICE:		
	(Date, Period-of-Time or Event): November 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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5.	TRANSPORTATION ON BEHALF OF	<b>'</b> :
	Local Distribution Company	
	Intrastate Pipeline Company	
	Interstate Pipeline Company	
	X Other: <u>SHIPPER</u>	
6.	RATE SCHEDULE FTS Maximum Dai	ly Quantity ("MDQ"):
	(Date, Period-of-Time or Event)	MDQ
	November 1, 2025 - October 31, 2027	10,000
7.	PRIMARY FTS RECEIPT POINTS & N	MAXIMUM DAILY RECEIPT QUANTITY

"MDRQ"):

Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
42234	WHITE RI/REX MEEKER RIO BLANCO	10,000	<u>NO</u>
		42234 WHITE RI/REX MEEKER RIO	42234 <u>WHITE RI/REX</u> 10,000 <u>MEEKER RIO</u>

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

(Date, Period-of- Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>11/01/2025 -</u> <u>10/31/2027</u>	44413	NGPL/REX MOULTRIE	10,000	<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:

11.

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 School	edule FTS of the Tariff)
X None Lump-sum payment of	
Lump-sum payment of throug	h
	firm transportation provided by the incremental capacity 6, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to
	firm transportation provided by the incremental capacity ruary 25, 2016 at Docket No. CP15-137-000 (Zone 3
Other Charges: (Pursuant to Sections 5 a Applicable charges per Tariff as may be	and 8 of Rate Schedule FTS of the Tariff) assessed by Transporter.
RIGHT OF FIRST REFUSAL PROVI and Conditions of the Tariff).	SIONS: (Pursuant to Section 17.3 of the General Terms
(Check one):	
X Not Applicable Applicable (Complete the following	ng):
Notice of ROFR Exercise: Per the Tariff; or Mo any termination date after the pr	onth(s) in advance of (i) the end of the primary term or (ii) imary term has ended.

# Rockies Express Pipeline LLC FERC Gas Tariff

FERC Gas Tariff
Original Volume - The Book of Contracts

Section 4.80 - NRA 61 Commodities K# 962288 Section Version: 2.0.0

12.	ROLLOVER 1 the Tariff). (Check one):	PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of
	X Not App Applical	ble (Complete the following):
		e of Rollover Exercise:  Per the Tariff; or Month(s) in advance of (i) the end of the primary term or y termination date after the primary term has ended.
13.	ADDITIONAL	L TERMS PERMITTED BY TARIFF:
		negotiable provision is permitted under the Tariff and may be included in this the space below:
	<u>N/A</u>	
14.	NOTICES TO	TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:
	Rockies Expre	ss Pipeline LLC
	Commercial O	perations
	370 Van Gord	
	Lakewood, CC	0 80228 Dtallgrassenergylp.com
	C-man. KEAG	<u>otangrassenergy ip.com</u>
	IN WITNESS authorized rep	WHEREOF, the parties have caused this Agreement to be signed by their duly resentatives.
Ship	per Approval:	
	Shipper:	Six One Commodities LLC
	Signature:	
	Title:	
Transport	er Approval:	
	Transporter:	Rockies Express Pipeline LLC
	Signature:	
	Title:	

Section 4.80 - NRA 61 Commodities K# 962288 Section Version: 2.0.0

# FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 23, 2025 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Six One Commodities 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, 2025 through October 31, 2027.
- 1.2 <u>Transportation Agreement</u>: Rate Schedule FTS, Agreement No. <u>962288</u>, dated October 23, 2025 (the "Transportation Agreement").

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

1.3 Eligible Firm Transportation Quantity: 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 \$9.61167 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, <u>provided</u> that the resulting transportation path flows west-to-east. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in east-to-west transportation anywhere on REX.

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of 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 it results in transport that is in the West to East direction.

Section 4.80 - NRA 61 Commodities K# 962288 Section Version: 2.0.0

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

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

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

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points 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 Chevenne 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.

Issued on: October 31, 2025

Effective on: November 1, 2025

# **Rockies Express Pipeline LLC**

FERC Gas Tariff Original Volume - The Book of Contracts Section 4.80 - NRA 61 Commodities K# 962288 Section Version: 2.0.0

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	SIX ONE COMMODITIES LLC
By:	By:
Name:	Name:
Title:	Title:

FERC Gas Tariff Original Volume - The Book of Contracts Section 4.81 - NRA Concord K# 962289 Section Version: 1.0.0

# 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 October 23, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1.	THIS AGREEMENT IS: (Check one)		
	X effective November 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:		
	CONCORD ENERGY LLC  ATTN: Beau Mclaughlin  1401 17TH STREET, SUITE 1500  DENVER, CO 80202  (303) 468-1770  bmclaughlin@concordenergy.com		
3.	TERM OF SERVICE:		
	(Date, Period-of-Time or Event): November 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**

FERC Gas Tariff Original Volume - The Book of Contracts Section 4.81 - NRA Concord K# 962289 Section Version: 1.0.0

5.	TRANSPORTATION ON BEHALF OI  Local Distribution Company Intrastate Pipeline Company Interstate Pipeline Company Other: SHIPPER	F:	
6.	RATE SCHEDULE FTS Maximum Da	ily Quantity ("MDQ"):	
	(Date, Period-of-Time or Event)	MDQ	
	November 1, 2025 - October 31, 2027	<u>25,000</u>	

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

(Date, Period-of- Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>11/01/2025 -</u> <u>10/31/2027</u>	42234	WHITE RI/REX MEEKER RIO BLANCO	25,000	<u>NO</u>

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

(Date, Period-of- Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>11/01/2025 -</u> <u>10/31/2027</u>	44413	NGPL/REX MOULTRIE	<u>25,000</u>	<u>NO</u>

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

### 10. RATES:

11.

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 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.
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.

# Rockies Express Pipeline LLC FERC Gas Tariff

FERC Gas Tariff
Original Volume - The Book of Contracts

Section 4.81 - NRA Concord K# 962289 Section Version: 1.0.0

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:
	<u>N/A</u>
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@tallgrassenergylp.com
	IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.
Ship	per Approval:
	Shipper: <u>Concord Energy LLC</u>
	Signature:
	Title:
Transpor	ter Approval:
	Transporter: Rockies Express Pipeline LLC
	Signature:
	Title:

Section 4.81 - NRA Concord K# 962289 Section Version: 1.0.0

# FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 23, 2025 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Concord 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 November 1, 2025 through October 31, 2027.
- 1.2 <u>Transportation Agreement</u>: Rate Schedule FTS, Agreement No. <u>962289</u>, dated October 23, 2025(the "Transportation Agreement").

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

1.3 Eligible Firm Transportation Quantity: 25,000 dekatherms per day ("Dth/d").

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

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$10.94400 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, <u>provided</u> that the resulting transportation path flows west-to-east. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in east-to-west transportation anywhere on REX.

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of 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 it results in transport that is in the West to East direction.

Section 4.81 - NRA Concord K# 962289 Section Version: 1.0.0

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

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

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

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points 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 Chevenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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

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

# **Rockies Express Pipeline LLC**

FERC Gas Tariff Original Volume - The Book of Contracts Section 4.81 - NRA Concord K# 962289 Section Version: 1.0.0

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

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

1.	THIS AGREEMENT IS: (Check one)
	X effective November 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 (281) 293-2761 sandy.l.lynn@conocophillips.com
3.	TERM OF SERVICE:
	(Date, Period-of-Time or Event): November 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  Other: PRODUCER

# **Rockies Express Pipeline LLC**

FERC Gas Tariff Original Volume - The Book of Contracts Section 4.82 - NRA ConocoPhillips K# 962314 Section Version: 1.0.0

5.	TRANSPORTATION ON BEHALF OF  Local Distribution Company Intrastate Pipeline Company Interstate Pipeline Company X Other: SHIPPER	?:
6.	RATE SCHEDULE FTS Maximum Dai	ly Quantity ("MDQ"):
	(Date, Period-of-Time or Event)	MDQ
	November 1, 2025 - October 31, 2027	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>11/01/2025 -</u> <u>10/31/2027</u>	42234	WHITE RI/REX MEEKER RIO BLANCO	40,000	<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>11/01/2025 -</u> <u>10/31/2027</u>	44413	NGPL/REX MOULTRIE	30,000	<u>NO</u>
	44424	DOMINION/REX CLAR MONROE	10,000	<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 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):  X Not Applicable Applicable (Complete the following):
	Notice of ROFR Exercise: Per the Tariff; orMonth(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

# **Rockies Express Pipeline LLC** FERC Gas Tariff

FERC Gas Tariff
Original Volume - The Book of Contracts

Section 4.82 - NRA ConocoPhillips K# 962314 Section Version: 1.0.0

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:	
	<u> </u>	_
		_
14.	NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:	
	Rockies Express Pipeline LLC	
	Commercial Operations	
	70 Van Gordon Street Lakewood, CO 80228	
	-mail: REX@tallgrassenergylp.com	
	N WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly uthorized representatives.	
Ship	er Approval:	
	Shipper: <u>ConocoPhillips Company</u>	
	Signature:	
	Title:	
Transport	Approval:	
	Transporter: Rockies Express Pipeline LLC	
	Signature:	
	Title:	

Section 4.82 - NRA ConocoPhillips K# 962314 Section Version: 1.0.0

# FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 24, 2025 ("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 November 1, 2025 through October 31, 2027.
- 1.2 <u>Transportation Agreement</u>: Rate Schedule FTS, Agreement No. <u>962314</u>, dated October 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: 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 \$9.43200 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, <u>provided</u> that the resulting transportation path flows west-to-east. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in east-to-west transportation anywhere on REX.

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of 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 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, <u>provided</u> that the resulting transportation path flows west-to-east. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in east-to-west transportation anywhere on REX.

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points 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 <u>General Negotiated Rate Limitations</u>. 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 <u>Capacity Releases</u>. 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 4.82 - NRA ConocoPhillips K# 962314 Section Version: 1.0.0

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

ROCKIES EXPRESS PIPELINE LLC	CONOCOPHILLIPS COMPANY
By:	By:
Name:	Name:
Title:	Title:

Reserved for future use.

Reserved for future use.

Section 4.85 - NRA Reserved Section Version: 1.0.0

Reserved for future use.

Section 4.86 - NRA Reserved Section Version: 1.0.0

Reserved for future use.

Reserved for future use.



# Negotiated Rates - 4 Section Version: 140.0.0

# **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	1/	<u>1</u> /	<u>1</u> /	<u>1</u> /
EQT Energy, LLC 2/	949014 (FT)	December 13, 2016 January 5, 2032	70,000	1/	1/	<u>1</u> /	1/
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> /	18/	<u>18</u> /
Jay-Bee Oil & Gas, Inc. <u>2</u> /	949018 (FT)	December 13, 2016 January 5, 2032	150,000	1/	1/	<u>1</u> /	1/
Spire Marketing Inc. 2/	949208 (FT)	December 13, 2016 January 5, 2032	20,000	1/	1/	<u>1</u> /	1/
Citizens Gas <u>2</u> /	949295 (FT)	December 13, 2016 January 5, 2032	20,000	1/	1/	<u>1</u> /	1/
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>
Duke Energy Indiana, LLC 2/	961067 (FT)	April 1, 2025 October 31, 2048	30,000	31/	31/	<u>31/</u>	31/
Duke Energy Indiana, LLC	961068 (FT)	April 1, 2025 October 31, 2048	80,000	31/	<u>31/</u>	<u>31/</u>	31/

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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.
			11-1-20 to 2-28-22 – <b>35,200</b>				
BP Energy Company	954204-02 (FT)	November 1, 2020 March 31, 2028	3-1-22 to 6-30-22 – <b>15,920</b>	<u>13/</u>	<u>13/</u>	<u>13/</u>	<u>13/</u>
			7-1-22 to 3-31-28 – <b>49,500</b>				
SWN Energy Services Company, LLC 2/	954719 (FT)	December 1, 2020 January 5, 2032	12,000	7/	7/	7/	7/
SWN Energy Services Company, LLC 2/	954720 (FT)	December 1, 2020 January 5, 2032	38,000	7/	7/	<u>7/</u>	7/
DTE Energy Trading, Inc.	955134 (FT)	April 1, 2023 October 31, 2027	50,000	23/	<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,	960955 (FT)	December 1, 2024 October 31, 2025	15,000	<u>9</u> /	<u>¥</u>	<u>9</u> £	<u>9</u> £
Vitol Inc. 2/	960956 (FT)	December 1, 2024 October 31, 2025	14,500	<u>9</u> /	<u>¥</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>¥</u>	<u>9</u> ∕	<u>9</u> ∕

Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
EQT Energy, LLC 2/	955662 (FT)	September 1, 2021 March 31, 2034	9-1-21 to 9-30-21 – <b>20,000</b> 10-1-21 to 10-31-21 – <b>5,000</b> 11-1-21 to 11-30-21 – <b>0</b> 12-1-21 to 3-31-22 – <b>95,000</b>	<u>14/</u>	<u>14/</u>	<u>14/</u>	<u>14/</u>
			4-1-22 to 3-31-34 – <b>20,000</b>				
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>	4/	4/	<u>4/</u>
Morgan Stanley Capital Group Inc.	955345 (FT)	December 1, 2021 March 31, 2027	50,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Koch Energy Services, LLC	955418 (FT)	December 1, 2021 March 31, 2027	25,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	4/
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	4/	<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.
			9-1-20 to 10-31-21 – <b>50,000</b>				
			11-1-21 to 11-30-21 – <b>30,000</b>				
			12-1-21 to 2-28-22 – <b>0</b>				
			3-1-22 to 3-31-22 – <b>30,000</b>				
			4-1-22 to 10-31-22 – <b>50,000</b>				
			11-1-22 to 11-30-22 – <b>30,000</b>				
BP Energy	954204 (FT)	September 1, 2020 March 31, 2026	12-1-22 to 2-28-23 – <b>0</b>	11/		<u>11/</u>	11/
Company			3-1-23 to 3-31-23 – <b>30,000</b>		11/		
			4-1-23 to 10-31-23 – <b>50,000</b>				
			11-1-23 to 11-31-23 – <b>30,000</b>				
			12-1-23 to 2-29-24 – <b>0</b>				
			3-1-24 to 3-31-24 – <b>30,000</b>				
			4-1-24 to 10-31-24 – <b>50,000</b>				
			11-1-24 to 3-31-26 – <b>20,000</b>				

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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	<del>15,000</del>	<del>20/</del>	<del>20/</del>	<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	8/	<u>8/</u>	<u>8/</u>	<u>8/</u>
L-H Battery Company, Incorporated	959468 (FT)	July 8, 2024 July 7, 2034	12,000	21/	<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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			11-1-24 to 3-31-25 – <b>25,000</b>				
			4-1-25 to 10-31-25 – <b>0</b>				
Union Electric Company, D/B/A Ameren Missouri	960682 (FT)	November 1, 2024 March 31, 2027	11-1-25 to 3-31-26 – <b>25,000</b>	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
			4-1-26 to 10-31-26 – <b>0</b>				
			11-1-26 to 3-31-27 – <b>25,000</b>				
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>
Mieco, Inc.	962253 (FT)	November 1, 2025 March 31, 2026	<u>25,000</u>	<u>22/</u>	<u>22/</u>	<u>22/</u>	<u>22/</u>
Castleton Commodities Merchant Trading L.P.	962254 (FT)	November 1, 2025 March 31, 2026	<u>25,000</u>	<u>22/</u>	<u>22/</u>	<u>22/</u>	<u>22/</u>

Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Twin Eagle Resource Management, LLC	962255 (FT)	November 1, 2025 March 31, 2026	<u>15,000</u>	<u>22/</u>	<u>22/</u>	<u>22/</u>	<u>22/</u>
Tenaska Marketing Ventures	962256 (FT)	November 1, 2025 March 31, 2026	25,000	<u>22/</u>	<u>22/</u>	<u>22/</u>	<u>22/</u>
Radiate Energy LLC	962257 (FT)	November 1, 2025 March 31, 2026	20,000	<u>22/</u>	<u>22/</u>	<u>22/</u>	<u>22/</u>
Symmetry Energy Solutions, LLC	962287 (FT)	November 1, 2025 October 31, 2027	10,000	<u>22/</u>	<u>22/</u>	<u>22/</u>	<u>22/</u>
Six One Commodities LLC	<u>962288</u> (FT)	November 1, 2025 October 31, 2027	10,000	<u>22/</u>	<u>22/</u>	<u>22/</u>	<u>22/</u>
Concord Energy	<u>962289</u> (FT)	November 1, 2025 October 31, 2027	<u>25,000</u>	<u>22/</u>	<u>22/</u>	<u>22/</u>	<u>22/</u>
ConocoPhillips Company	962314 (FT)	November 1, 2025 October 31, 2027	40,000	<u>22/</u>	<u>22/</u>	<u>22/</u>	<u>22/</u>
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>

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Constellation Energy Generation, LLC	961050 (FT)	April 1, 2025 March 31, 2027	30,000	32/	<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>
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	32/	<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>

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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>
Morgan Stanley Capital Group Inc	961567 (FT)	May 1, 2025 March 31, 2028	10,000	<u>17/</u>	<u>17/</u>	<u>17/</u>	<u>17/</u>
Twin Eagle Resource Management, LLC	961568 (FT)	May 1, 2025 March 31, 2028	10,000	17/	<u>17/</u>	<u>17/</u>	<u>17/</u>
Glencore, LTD.	961571 (FT)	May 1, 2025 March 31, 2028	5,000	17/	<u>17/</u>	<u>17/</u>	<u>17/</u>
Six One Commodities LLC	961574 (FT)	May 1, 2025 March 31, 2028	10,000	<u>17/</u>	<u>17/</u>	<u>17/</u>	<u>17/</u>
EDF Trading North America, LLC	961583 (FT)	May 1, 2025 March 31, 2028	6,500	<u>17/</u>	<u>17/</u>	<u>17/</u>	<u>17/</u>
Spire Marketing Inc.	961592 (FT)	May 1, 2025 March 31, 2028	10,000	<u>17/</u>	<u>17/</u>	<u>17/</u>	<u>17/</u>

- $\underline{1}$ / 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,

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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/ Reserved for future use 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.
- <u>16</u>/ This information is set out in the negotiated rate agreement filed with the Commission on October 31, 2023 at Docket No. RP24-105.
- 17/ This information is set out in the negotiated rate agreement filed with the Commission on April 30, 2025 at Docket No. RP25-865—.
- 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/ Reserved for future use 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.
- This information is set out in the negotiated rate agreement filed with the Commission on October 31, 2025 at Docket No. RP26- 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.
- <u>24</u>/ This information is set out in the negotiated rate agreement filed with the Commission on March 29, 2024 at Docket No. RP24-618.
- <u>25</u>/ 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.
- <u>28</u>/ 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. RP25-787.

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## 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
Mieco, Inc K# 962253Spotlight Energy, LLC K# 960955	4.10	Section 4.10 - NRA Spotlight K# 960955Mieco K# 962253
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

Shipper Name	Section #	Section Name
ConocoPhillips Company K# 553077-03	4.33	Section 4.33 – NRA ConocoPhillips K# 553077-03
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 Company K# 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
Castleton Commodities Merchant Trading L.P. K# 962254Indianapolis Power & Light Company K# 957455	4.49	Section 4.49 – NRA <u>Castleton</u> IPLC K# <u>962254</u> 957455
Constellation Energy Generation, LLC K# 961050	4.50	Section 4.50 - NRA Constellation K# 961050

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Shipper Name	Section #	Section Name
NRG Business Marketing LLC K# 961051	4.51	Section 4.51 – NRA NRG K# 961051
Castleton Commodities Merchant Trading L.P. K# 961052	4.52	Section 4.52 – NRA 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
Twin Eagle Resource Management, LLC K# 962255Vitol Inc. K# 960956	4.58	Section 4.58 – NRA Twin Eagle K# 962255Vitol 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

Shipper Name	Section #	Section Name
Indianapolis Power & Light Company K# 961311	4.67	Section 4.67 – NRA IPLC K# 961311
Tenaska Marketing Ventures K# 962256Mieco, Inc K# 961431	4.68	Section 4.68 – NRA <u>Tenaska K# 962256</u> Mieco K# <u>961431</u>
Radiate Energy LLC K# 962257Southwest Energy, L.P. K# 960957	4.69	Section 4.69 – NRA Radiate K# 962257Southwest 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
Symmetry Energy Solutions, LLC K# 962287Twin Eagle Resource Management, LLC K# 961548	4.78	Section 4.78 – NRA <u>Symmetry K# 962287</u> Twin <u>Eagle K# 961548</u>
Stanchion Gas Marketing, LLC K# 960781	4.79	Section 4.79 – NRA Stanchion K# 960781
Six One Commodities LLC K# 962288Radiate Energy LLC K# 961558	4.80	Section 4.80 – NRA 61 Commodities K# 962288Radiate K# 961558
Concord Energy LLC K# 962289Uniper Global Commodities North America, LLC K# 960826	4.81	Section 4.81 – NRA <u>Concord K# 962289Uniper</u> <u>Global K# 960826</u>

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Shipper Name	Section #	Section Name
ConocoPhillips Company K# 962314Constellation Energy Generation, LLC K# 960827	4.82	Section 4.82 - NRA <u>ConocoPhillips K#</u> <u>962314Constellation K#</u> <u>960827</u>
Reserved Castleton Commodities Merchant Trading L.P. K# 960830	4.83	Section 4.83 – NRA ReservedCastleton K# 960830
ReservedVitol, Inc. K# 960831	4.84	Section 4.84 – NRA Reserved Vitol K# 960831
Reserved Eco-Energy Natural Gas, LLC K# 960832	4.85	Section 4.85 - NRA <u>Reserved</u> <del>Eco K# 960832</del>
Reserved DRW Energy Trading LLC K# 960835	4.86	Section 4.86 - NRA <u>Reserved</u> DRW Energy K# 960835
Reserved Vitol, Inc. K# 960959	4.87	Section 4.87 – NRA <u>Reserved</u> 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
Morgan Stanley Capital Group Inc K# 961567	4.90	Section 4.90 – NRA Morgan Stanley K# 961567
Twin Eagle Resource Management, LLC K# 961568	4.91	Section 4.91 – NRA Twin Eagle K# 961568
Glencore, LTD. K# 961571	4.92	Section 4.92 – NRA Glencore K# 961571
Six One Commodities LLC K# 961574	4.93	Section 4.93 – NRA 61 Commodities K# 961574
EDF Trading North America, LLC K# 961583	4.94	Section 4.94 - NRA EDF K# 961583
Spire Marketing Inc. K# 961592	4.95	Section 4.95 - NRA Spire K# 961592
Reserved	4.96	Section 4.96 - NRA Reserved

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Shipper Name	Section #	Section Name
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

#### Section 4.10 - NRA Mieco K# 962253 Section Version: 22.0.0

# 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 October 20, 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.

<u>1.</u>	THIS AGREEMENT IS: (Check one)
	X effective November 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): November 1, 2025  to  (Date, Period-of-Time or Event): March 31, 2026
4.	SHIPPER'S STATUS:  Local Distribution Company  Intrastate Pipeline Company  Interstate Pipeline Company  X Other: MARKETER

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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

November 1, 2025 - March 31, 2026 25,000

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>11/01/2025 -</u> <u>03/31/2026</u>	42234	WHITE RI/REX MEEKER RIO BLANCO	25,000	<u>NO</u>

#### 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>11/01/2025 -</u> <u>03/31/2026</u>	<u>45222</u>	CLARINGTON HUB POOL	25,000	<u>NO</u>

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.

Effective on: November 1, 2025

Issued on: October 31, 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.

	regordated Rate pursuant to Section 33 of the General Terms and Conditions of the Tarm.
	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):
	<u>Yes</u>
	<u>X No</u>
	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; orMonth(s) in advance of (i) the end of the primary term or (ii)
	any termination date after the primary term has ended.

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<u>12.</u>		PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of
	the Tariff).	
	(Check one):	
	X Not App	plicable
		ble (Complete the following):
	Notice	e of Rollover Exercise:  North (s) in advance of (i) the and of the primary town on
	(ii) an	Per the Tariff; or Month(s) in advance of (i) the end of the primary term or y termination date after the primary term has ended.
	<u>(11) 411</u>	y termination date after the primary term has ended.
<u>13.</u>	ADDITIONA	L TERMS PERMITTED BY TARIFF:
	The following	negotiable provision is permitted under the Tariff and may be included in this
		the space below:
	27/4	
	<u>N/A</u>	
<u>14.</u>	NOTICES TO	TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:
	Pockies Evere	ess Pipeline LLC
	Commercial C	*
	370 Van Gord	
	Lakewood, CO	
	e-mail: REX(	<u>wtallgrassenergylp.com</u>
	IN WITNESS	WHEREOF, the parties have caused this Agreement to be signed by their duly
	authorized rep	
Ship	per Approval:	
	Shipper:	Mieco, Inc.
	Signature:	
	Title:	
	1100.	
Transport	er Approval:	
	<u>Transporter:</u>	Rockies Express Pipeline LLC
	Signature:	
	<u>Title:</u>	

#### Section 4.10 - NRA Mieco K# 962253 Section Version: 22.0.0

## FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 20, 2025 ("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 November 1, 2025 through March 31, 2026.
- 1.2 **Transportation Agreement**: Rate Schedule FTS Agreement No. 962253, dated October 20, 2025 (the "Transportation Agreement").

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

1.3 Eligible Firm Transportation Quantity: 25,000 dekatherms per day ("Dth/d").

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

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

Fixed Negotiated Reservation Rate: For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$2.43333 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

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

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

a. The daily index price for one of the following: (1) the REX, Zone 3

Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or (3) the

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

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

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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 19, 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 December 1, 2024 and is the original contract.
	effective, this Amendment No amends and restate

<del>2.</del>	— SHIPPER'S NAME		reement were permanentl	y released from	<del></del>
2		, ADDRESS,	PHONE, EMAIL:		
	SPOTLIGHT EN ATTN: Andrea B 952 ECHO LANI HOUSTON, TX (314) 356-8107 abeam@spotlight	eam E, SUITE 200 77024			
3.	TERM OF SERVIC	<del>Æ:</del>			
	— (Date, Period-of-Tin	ne or Event):	December 1, 2024		
	(Date, Period-of-Tire SHIPPER'S STATE Local Distribe Intrastate Pipe Interstate Pipe X Other: MAR	US: ution Compan eline Compan eline Compan	<del>y</del> <del>y</del>		
5.	TRANSPORTATIO  Local Distribution  Intrastate Pipe  Interstate Pipe  X Other: SHIP	ution Compan eline Compan eline Compan	<del>y</del> <del>y</del>		
6.	— RATE SCHEDULE	FTS Maximu	ım Daily Quantity ("MDC	<del>)"):</del>	
	(Date, Period-of-Ti	me or Event)	MDQ		
	December 1, 2024 - 0	<del>October 31, 20</del>	<u>15,000</u>		
7.	PRIMARY FTS RE	CEIPT POIN	TS & MAXIMUM DAIL	Y RECEIPT Q	UANTITY ("MD
					By Displaceme
	(Date, Period-of- Time or Event)	Location #	Location Name	MDRQ	Only (Yes or No)

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04/01/2025 <u>10/31/2025</u>	<u>42234</u>	WHITE RI/REX MEEKER RIO BLANCO	<u>15,000</u>	<u>NO</u>

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

0	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.
	infilition of maximum pressures. J. Indie is no derivery 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)

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	<u>X None</u>
	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
	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):
	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:  ———————————————————————————————————
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:
	* The Incremental Fuel Charge applicable to the firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-0000 (Zone 3 Capacity Enhancement Project) are only applicable from December 1, 2024

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<u>through</u>	
March 31, 202	<u>25.</u>
14. NOTICES TO	TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:
	ess Pipeline LLC
Commercial C	
<del>370 Van Gord</del>	on Street
<del>Lakewood, Co</del>	<del>) 80228</del>
e-mail: <u>REX(</u>	utallgrassenergylp.com
IN WITNESS authorized rep	WHEREOF, the parties have caused this Agreement to be signed by their duly resentatives.
<b>Shipper Approval:</b>	
Shipper:	Spotlight Energy, LLC
Signature:	
Title:	
Transporter Approval:	
Transporter:	Rockies Express Pipeline LLC
Signature:	
Title:	

## FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on November 19, 2024 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Spotlight Energy, LLC ("Shipper").

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

## ARTICLE 1 NEGOTIATED RATE PARAMETERS

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- Negotiated Rate Term: From December 1, 2024 through October 31, 2025.
- Transportation Agreement: Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 960955, dated November 19, 2024 (the "Transportation Agreement").

FTS using REX Zone 3 Capacity Enhancement	<del>December 1, 2024 – March 31, 2025</del>
Project capacity	
FTS	April 1, 2025 – October 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.

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 \$14.94510 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)").

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

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

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

#### December 1, 2024 - March 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### April 1, 2025 — October 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

Effective on: November 1, 2025

Issued on: October 31, 2025

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\* 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):

#### December 1, 2024 - March 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### April 1, 2025 — October 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

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

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.

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

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

ROCKIES EXPRESS PIPELINE LLC ———	SPOTLIGHT ENERGY, LLC
By:	Ву:
Name:	Name:
Title:	Title:

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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 October 20, 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.

<u>1.</u>	THIS AGREEMENT IS: (Check one)
	X effective November 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): November 1, 2025
	to (Date, Period-of-Time or Event): March 31, 2026
	(Date, Period-of-Time of Event): March 31, 2026
4.	SHIPPER'S STATUS:
	Local Distribution Company
	Intrastate Pipeline Company
	Interstate Pipeline Company  V. Od MARKETER
	X Other: MARKETER

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	5.	TRANSPORTATION ON BEHALF O	DF:
--	----	----------------------------	-----

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, 2025 - March 31, 2026 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>11/01/2025 -</u> <u>03/31/2026</u>	42234	WHITE RI/REX MEEKER RIO BLANCO	<u>25,000</u>	<u>NO</u>

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

(Date, Period-of- Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>11/01/2025 -</u> <u>03/31/2026</u>	44413	NGPL/REX MOULTRIE	<u>25,000</u>	<u>NO</u>

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

4.0	
10.	RATES:
10.	MILD.

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.
	Lucus and all Equility Changes
	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 .
	- Hacking 100 ct
	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
	<u>Cheyenne Expansion Project):</u>
	<u>Yes</u>
	<u>X No</u>
	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.
<u>11.</u>	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):
	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.

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12.	ROLLOVER 1	PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of				
	the Tariff).					
	(Check one):					
	X Not App	olicable				
		ble (Complete the following):				
	* *					
	<u>Notice</u>	e of Rollover Exercise:				
	(ii) on	Per the Tariff; or Month(s) in advance of (i) the end of the primary term or y termination date after the primary term has ended.				
	<u>(11) an</u>	y termination date after the primary term has ended.				
<u>13.</u>	ADDITIONAL	L TERMS PERMITTED BY TARIFF:				
	The following	negotiable provision is permitted under the Tariff and may be included in this				
		the space below:				
	27/4					
-	<u>N/A</u>					
-						
14.	NOTICES TO	TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:				
		ss Pipeline LLC				
	Commercial O	*				
	370 Van Gordon Street Lakewood, CO 80228					
	e-mail: REX@	<u>ntallgrassenergylp.com</u>				
	IN WITNESS	WHEREOF, the parties have caused this Agreement to be signed by their duly				
	authorized rep					
Ship	per Approval:					
	Shipper:	Castleton Commodities Merchant Trading L.P.				
		By: Castleton Commodities Trading GP LLC				
		Its General Partner				
	Signature:					
	<u>Title:</u>					
Transport	er Approval:					
	Transporter:	Rockies Express Pipeline LLC				
	Signature:					
	Title:					
	<u>1111C.</u>					

Issued on: October 31, 2025

Effective on: November 1, 2025

## FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 20, 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 November 1, 2025 through March 31, 2026.
- 1.2 **Transportation Agreement**: Rate Schedule FTS Agreement No. 962254, dated October 20, 2025 (the "Transportation Agreement").

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

1.3 Eligible Firm Transportation Quantity: 25,000 dekatherms per day ("Dth/d").

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

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

Fixed Negotiated Reservation Rate: For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$2.43333 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

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

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

a. The daily index price for one of the following: (1) the REX, Zone 3

Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or (3) the

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

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

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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
	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 September 19, 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 November 1, 2022 and is the original contract.

	FTS Contract		ndment No amends Tective			
	TTS Conduct	. 1 (0.				
	Capacity right	nts for this Ag	reement were permaner	ntly released from	<del></del>	
			· · · · · · · · · · · · · · · · · · ·	,		
2	SHIPPER'S NAME	ADDRESS.	PHONE, EMAIL:			
		,	,			
	<b>INDIANAPOLIS</b>	POWER & L	IGHT COMPANY			
	ATTN: Alex Dicl	<del>cerson</del>				
	ONE MONUME	NT CIRCLE				
	<b>INDIANAPOLIS</b>	<del>, IN 46204</del>				
	<del>(317) 261-8835</del>					
	alex.dickerson@a	<del>ies.com</del>				
2	TEDM OF CEDM	NET				
3.—	TERM OF SERVICE	<del>E:</del>				
	(Date, Period-of-Ti	me or Event):	November 1, 2022			
	to	ine of Eventy.	1101011001 1, 2022			
	(Date, Period-of-Ti	me or Event):	October 31, 2025			
		,				
4.	. SHIPPER'S STATUS:					
	Local Distrib	ution Compan	<del>y</del>			
	Intrastate Pip	eline Company	- <del>∀</del>			
	Interstate Pip	eline Company	<del>y</del>			
	Other: MAF	KETER				
_	<b>TD 1110D 0 D T 1 T 1</b>					
<del>5.</del> —						
	Local Distrib					
	Intrastate Pip					
	Interstate Pip		<del>/</del>			
	X Other: SHIP	<u>PEK</u>				
6.—	RATE SCHEDULE	EFTS Maximu	ım Daily Quantity ("Ml	DO")·		
0.	RATTE SCHEDOEL	71 10 Maxime	an Buny Quantity ( 1411	DQ).		
	(Date, Period-of-Ti	me or Event)	MDQ			
	<del>\</del>					
	November 1, 2022 -	October 31, 20	<del>15,000</del>			
7.	PRIMARY FTS RE	CEIPT POIN	TS & MAXIMUM DA	ILY RECEIPT O	UANTITY ("MI	
					By Displacen	
	(Date, Period-of-				<del>Ônly</del>	

11/01/2022 10/31/2025	<u>60364</u>	REX/REX CHEYENNE COMPRESSION POOL	<u>15,000</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)
11/01/2022 - 10/31/2025	<u>44430</u>	<u>CITIZENS/REX</u> <u>MORGAN</u>	<u>15,000</u>	NO 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)

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	_X_ None
	Lump-sum payment of Monthly fee of through
	Monthly lee 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): YesYes
	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.
<del>11</del>	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:  ———————————————————————————————————
2.	ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of
	the Tariff). (Check one):
	Not ApplicableX_ 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.
3.—	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:
	<u>N/A</u>

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#### 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@tallgrassenergylp.com

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

authorized rep	<del>resentatives.</del>
Shipper Approval:	
Shipper:	Indianapolis Power & Light Company
Signature:	
<del>Title:</del>	
Transporter Approval:	
Transporter:	Rockies Express Pipeline LLC
Signature:	
<del>Title:</del>	

# FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on January 3, 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 Firm Transportation Negotiated Rate Agreement between the parties hereto, dated September 19, 2022, 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 January 4, 2025 through October 31, 2025.
- 1.2 <u>Transportation Agreement</u>: Rate Schedule FTS, Agreement No. 957455, dated September 19, 2022 (the "Transportation Agreement").

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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 <u>Eligible Firm Transportation Quantity</u>: 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 \$4.56250 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("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 <u>Eligible Secondary Receipt Point(s)</u>: All points located on Segments 100, 110, 120, 130, 140, 150, 160\*, 170\*, 600, 610, 620, 630, 640, 650.

\*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.

LOCATION

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

NIANTE

<u>INAME</u>	<u>LOCATION</u>
VECTREN NORTH/REX EAGLE	
- VALLEY MORGAN	60157
TGT/REX JOHNSON	<del>60148</del>

# ARTICLE 2 NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

2.1 <u>General Negotiated Rate Limitations</u>. 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

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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.

- 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.
- 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:	Ву:
Name:	Name:
Title:	Title:

Issued on: October 31, 2025 Effective on: November 1, 2025

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Section Version: 16.0.0

Section 4.58 - NRA Twin Eagle K# 962255 Section Version: 15.0.0

# 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 October 20, 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 November 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): November 1, 2025
	(Date, Period-of-Time or Event): March 31, 2026
4.	SHIPPER'S STATUS:  Local Distribution Company  Intrastate Pipeline Company  Interstate Pipeline Company  X Other: MARKETER

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5	TRANS	PORTA	TION ON	BEHALF OF:
J.				

**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, 2025 - March 31, 2026 15,000

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)
11/01/2025 - 03/31/2026	42234	WHITE RI/REX MEEKER RIO BLANCO	<u>15,000</u>	<u>NO</u>

# 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>11/01/2025 -</u> <u>03/31/2026</u>	44413	NGPL/REX MOULTRIE	<u>15,000</u>	<u>NO</u>

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.

Effective on: November 1, 2025

Issued on: October 31, 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.

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capacity
Zone 3
1 Terms
m or (ii)

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<u>12.</u>	·		
	the Tariff).		
	(Check one):		
	X Not Applicable		
	Applicable (Complete the following):		
	Nation of Dallacon Engaging		
	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		
<u>14.</u>	NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:		
	Rockies Express Pipeline LLC		
	Commercial Operations		
	370 Van Gordon Street		
	<u>Lakewood, CO 80228</u> e-mail: REX@tallgrassenergylp.com		
	e-man. REA@tangrassenergyip.com		
	IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.		
Shir	oper Approval:		
5111	Shipper: Twin Eagle Resource Management, LLC		
	Signature:		
	Title:		
Transpor	ter 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 20, 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 November 1, 2025 through March 31, 2026.
- 1.2 **Transportation Agreement**: Rate Schedule FTS Agreement No. 962255, dated October 20, 2025 (the "Transportation Agreement").

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

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

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

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

Fixed Negotiated Reservation Rate: For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$2.43333 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

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

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

a. The daily index price for one of the following: (1) the REX, Zone 3

Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or (3) the

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

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

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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 November 19, 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.

<del>1</del>	THIS AGREEMEN	T-IS: (Check one)	
	_X_ effective Deco	ember 1, 2024 and is the or	riginal contract.
	effective		amends and restates

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2.	SHIPPER'S NAME	, ADDRESS,	PHONE, EMAIL:		
	VITOL INC. ATTN: JT James 2925 RICHMON HOUSTON, TX (713) 230-1036 jtj@vitol.com		<u>I-FLOOR</u>		
3.	TERM OF SERVICE	CE:			
	(Date, Period-of-Ti	me or Event):	December 1, 2024		
	to (Date, Period-of-Ti	me or Event):	October 31, 2025		
4.	SHIPPER'S STATI  Local Distrib  Intrastate Pip  Interstate Pip  X Other: MAR	ution Compan eline Compan eline Compan	<del>y</del>		
5.	TRANSPORTATIO Local Distrib Intrastate Pip Interstate Pip X Other: SHIP	ution Compan eline Compan eline Compan	<del>y</del> <del>y</del>		
6.	RATE SCHEDULE	FTS Maximu	ım Daily Quantity ("M	<del>DQ"):</del>	
	(Date, Period-of-Ti	me or Event)	<u>MDQ</u>		
	December 1, 2024	October 31, 20	<u>14,500</u>		
7.	PRIMARY FTS RE	CEIPT POIN	TS & MAXIMUM DA	AILY RECEIPT Q	UANTITY ("MD
	(Date, Period-of-				By Displaceme

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12/01/2024 03/31/2025	<u>60060</u>	OHIO RIVER SYSTEM/REX BEARWALLOW MON	<u>14,500</u>	<u>NO</u>
04/01/2025 - 10/31/2025	<u>42234</u>	WHITE RI/REX MEEKER RIO BLANCO	<u>14,500</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)
12/01/2024 03/31/2025	42234D	WHITE RI/REX MEEKER RIO BLANCO DELIVERY	<u>14,500</u>	NO NO
04/01/2025	60148	TGT/REX	<u>14,500</u>	<u>NO</u>
10/31/2025		<u>JOHNSON</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)
	<u>X</u> None
	Lump-sum payment of
	Monthly fee of through
	<u> </u>
	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
	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):  — X* 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):
	X Not Applicable
	Applicable (Complete the following):
	- N. C. CROED E .
	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):
	<u>X</u> 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.
	(ii) any communion date after the primary term has ended.
13.	ADDITIONAL TERMS PERMITTED BY TARIFF:
13.	ADDITIONAL ILIMIO I LAMITI ILD DI TAMITI.
	The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:
	rigicement in the space below.
	*The Incremental Fuel Charge applicable to firm transportation provided by the incremental

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capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project) are only applicable from December 1, 2024 through March 31, 2025.

#### 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@tallgrassenergylp.com

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

#### **Shipper Approval:**

Shipper:	<u>Vitol Inc.</u>
Signature:	
Title:	

#### **Transporter Approval:**

- I-ppi o . u.i.	
<del>Transporter:</del>	Rockies Express Pipeline LLC
Signature:	
<del>Title:</del>	

# FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on November 19, 2024 ("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 <u>Negotiated Rate Term</u>: From December 1, 2024 through October 31, 2025.

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Transportation Agreement: Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 960956, dated November 19, 2024 (the "Transportation Agreement").

FTS using REX Zone 3 Capacity Enhancement	<del>December 1, 2024 – March 31, 2025</del>
Project capacity	
FTS	April 1, 2025 – October 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.

Eligible Firm Transportation Quantity: 14,500 dekatherms per day ("Dth/d").

#### **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 \$13.25500 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s)").

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

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

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

#### December 1, 2024 - March 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

### April 1, 2025 — October 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

Effective on: November 1, 2025

Issued on: October 31, 2025

### 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):

#### December 1, 2024 - March 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### April 1, 2025 — October 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

# ARTICLE 2 NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

- 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 <u>Applicable Maximum Rates, Charges, and Surcharges</u>. 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

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REX's FERC Tariff shall apply to service provided to Shipper under the Transportation Agreement.

2.3 <u>Capacity Releases</u>. 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:	Ву:
Name:	Name:
Title:	Title

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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 October 20, 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.

<u>l.</u>	THIS AGREEMENT IS: (Check one)
	X effective November 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:
	TENASKA MARKETING VENTURES ATTN: Rick Pieper 1225 17TH STREET, STE. 2460 DENVER, CO 80202 (303) 723-9313 rpieper@tenaska.com
3.	TERM OF SERVICE:
	(Date, Period-of-Time or Event): November 1, 2025
	(Date, Period-of-Time or Event): March 31, 2026
4.	SHIPPER'S STATUS:  Local Distribution Company Intrastate Pipeline Company Interstate Pipeline Company X Other: MARKETER

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5. TRANSPORTATION ON BEHALF
-----------------------------

**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, 2025 - March 31, 2026 25,000

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>11/01/2025 -</u> <u>03/31/2026</u>	42234	WHITE RI/REX MEEKER RIO BLANCO	25,000	<u>NO</u>

# 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>11/01/2025 -</u> <u>03/31/2026</u>	43537	MIDWSTRN/REX EDGAR	25,000	<u>NO</u>

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: October 31, 2025 Effective on: November 1, 2025

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Section Version: 9.0.0

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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.
	regordated Rate pursuant to Section 33 of the General Terms and Conditions of the Tarm.
	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
	<u>Cheyenne Expansion Project):</u> 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
	<u>Capacity Enhancement Project):</u> 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.

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<u>12.</u>	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 of (ii) any termination date after the primary term has ended.	
	(ii) any termination date after the primary term has ended.	
<u>13.</u>	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:	
	<u>N/A</u>	_
		_
14.	NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:	
14.	TO THE TO TREAT OR TEN CHOLK THIS MORLEMENT SHALL BE ADDRESSED TO.	
	Rockies Express Pipeline LLC	
	Commercial Operations	
	370 Van Gordon Street Lakewood, CO 80228	
	e-mail: REX@tallgrassenergylp.com	
	<u>o man. 1022(a) angrassenergy ip.com</u>	
	IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly	
	authorized representatives.	
<u>Ship</u>	per Approval:	
	Shipper: <u>Tenaska Marketing Ventures</u>	
	Signature:	
	<u>Title:</u>	
<b>Transport</b>	ter Approval:	
	Transporter: Rockies Express Pipeline LLC	
	Signature:	
	Title:	

Issued on: October 31, 2025

Effective on: November 1, 2025

# FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 20, 2025 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Tenaska Marketing Ventures ("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, 2025 through March 31, 2026.
- 1.2 **Transportation Agreement**: Rate Schedule FTS Agreement No. 962256, dated October 20, 2025 (the "Transportation Agreement").

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

1.3 Eligible Firm Transportation Quantity: 25,000 dekatherms per day ("Dth/d").

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

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

Fixed Negotiated Reservation Rate: For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$2.43333 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

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

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

a. The daily index price for one of the following: (1) the REX, Zone 3

Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or (3) the

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

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

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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
Den.	Den
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 AGREEMEN	T-IS: (Check one)	
	_X_ effective Apr	il 1, 2025 and is the origina	<del>l contract.</del>
	effective	, this Amendment No	amends and restates

10/31/2025

	Capacity rig	hts for this Ag	reement were permane	ntly released from	<del></del>
2.	SHIPPER'S NAME	E, ADDRESS,	PHONE, EMAIL:		
	MIECO, INC. ATTN: Cory Roy 12110 N. PECOS WESTMINSTER (303) 450-0006 crowan@mieco.co	S STREET, ST R, CO 80234	<del>E 270</del>		
3.	TERM OF SERVI	<del>CE:</del>			
	(Date, Period-of-Ti	me or Event):	<u>April 1, 2025</u>		
	(Data Davial of Ti	E4\.	Ontobar 21, 2025		
	— (Date, Period-of-Ti	me or Event):	<del>- October 31, 2023</del>		
4.	SHIPPER'S STAT				
	Local Distrib		•		
	Intrastate Pip Interstate Pip				
	_X_Other: MAI		,		
<del>5.</del>	TRANSPORTATIO	<del>ON ON BEHA</del>	<del>LF OF:</del>		
	Local Distrib				
	Intrastate Pip Interstate Pip				
	X Other: SHII		y		
6	RATE SCHEDIII I	F FTS Maximi	ım Daily Quantity ("M	DO"):	
0.	TOTTE SCHEDCE	21 10 Maximi	an Barry Quantity ( W	<i>DQ )</i> .	
	(Date, Period-of-T	ime or Event)	<u>MDQ</u>		
	April 1, 2025 - Octo	ber 31, 2025	<del>50,000</del>		
7.	PRIMARY FTS RI	ECEIPT POIN	TS & MAXIMUM DA	ILY RECEIPT QU	UANTITY ("MD
					By Displaceme
	(Date, Period-of-				<del>Only</del>
	Time or Event)	Location #	Location Name	MDRQ	(Yes or No)
	04/01/2025 -	44413	NGPL/REX	50,000	YES

**MOULTRIE** 

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8.	PRIMARY FTS ("MDDQ");	<del>DELIVERY F</del>	OINTS & MAXIMUM	DAILY DE	ELIVERY QUANT
	(Date, Period-of- Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
	<u>04/01/2025 -</u> <u>10/31/2025</u>	42228	CIG/REX FREWEN LAKE SWEETWATER	<u>50,000</u>	<u>NO</u>
<del></del>			ole [or] allowing for ag "): There is no delivery p		
10.	minimum or maxii  RATES:  Reservation Rate: Maximum applica	mum pressures.' (Pursuant to Second Portion of Pursuant to Second Portion of Pursuant to Second Pursuant to Second Portion of Pursuant of	etion 5.1(a) of Rate Schediff, as revised from time ated Rate pursuant to Sec	ressure agreer ule FTS of the to time, unless	Tariff) s otherwise agreed t
10.	minimum or maxii  RATES:  Reservation Rate: Maximum applical writing as a Discording as a Disc	(Pursuant to Secondary Pursuant Tare Per Tare	etion 5.1(a) of Rate Schediff, as revised from time ated Rate pursuant to Sec	ule FTS of the to time, unless tions 12.6 and ate—Schedule to time, unless to time.	Tariff) s otherwise agreed to 133, respectively, of the Tas of the Tas otherwise agreed to 150 the 150
10.	minimum or maxii  RATES:  Reservation Rate: Maximum applical writing as a Discord General Terms and Commodity Rate Maximum applical writing as a Negot Tariff.  FL&U Reimburser Rate Schedule FTS Maximum applical	(Pursuant to Secondary Pursuant Pursuant Percentage Secondary Pursuant Percentage Secondary Pursuant	etion 5.1(a) of Rate Schedriff, as revised from time ated Rate pursuant to Section 5.1(b) of Rate Schedriff, as revised from time at to Section 5.1(b) of Rate Schedriff, as revised from time section 5.1(c) of Rate Schedriff, as revised from time	ule FTS of the to time, unless tions 12.6 and ate Schedule to time, unless General Term	Tariff) s otherwise agreed to 133, respectively, of the Tass otherwise agreed to 135 and Conditions of the Tass and Conditions of
10.	minimum or maxii  RATES:  Reservation Rate: Maximum applical writing as a Discording as a Discording as a Discording as a Negotian writing as a Negotian writing as a Negotian Rate Schedule FTS Maximum applicate Section 40 of the	(Pursuant to Secondary Pursuant Percentage Secondary Percentage Percentage Secondary Percentage Percentag	ction 5.1(a) of Rate Schediff, as revised from time ated Rate pursuant to Section 5.1(b) of Riff, as revised from time ated the Tariff.  Section 5.1(b) of Riff, as revised from time at the Section 33 of the ates and Electric Power Cos	ule FTS of the to time, unless tions 12.6 and ate—Schedule to time, unless General Term t Charges: (Pure to time, pure otherwise ag	Tariff) s otherwise agreed to 133, respectively, of the Tass otherwise agreed to 133, respectively, of the Tass otherwise agreed to 134, respection 5.

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	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):
	<u>X Not Applicable</u>
	Applicable (Complete the following):
	Notice of ROFR Exercise:
	Per the Tariff; orMonth(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):
	W. Niet Amel'edde
	_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:
	<u>N/A</u>
14.—	NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:
	Rockies Express Pipeline LLC Commercial Operations

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370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergylp.com

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

Shipper Approval:
Shipper: Micco, 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 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 April 1, 2025 through October 31, 2025.
- 1.2 <u>Transportation Agreement</u>: Rate Schedule FTS Agreement No. <u>961431</u>, 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.

<u>Fixed Negotiated Reservation Rate</u>: 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.

<u>Index Sharing Component</u>: 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 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

e. 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.

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

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.

### **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.

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\*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 <u>Capacity Releases</u>. 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	MIECO, INC.
Ву:	By:
Name:	Name:
Title:	Title:

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.

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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 October 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.

<u>1.</u>	THIS AGREEMENT IS: (Check one)
	X effective November 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): November 1, 2025
	to (Date, Period-of-Time or Event): March 31, 2026
4.	SHIPPER'S STATUS:  Local Distribution Company  Intrastate Pipeline Company  Interstate Pipeline Company
	Interstate Pipeline Company X Other: MARKETER

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	5.	TRANSPORTATION ON BEHALF O	DF:
--	----	----------------------------	-----

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, 2025 - March 31, 2026 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>11/01/2025 -</u> <u>03/31/2026</u>	<u>42234</u>	WHITE RI/REX MEEKER RIO	20,000	<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>11/01/2025 -</u> <u>03/31/2026</u>	43537	MIDWSTRN/REX EDGAR	20,000	<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)

	tate senedule 1 18 of the furth)
	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.
	rippineuote enarges per runiir as may oc assessed by Transporter.
11.	RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms
111	and Conditions of the Tariff).
	and conditions of the family.
	(Check one):
	X Not Applicable
	Applicable (Complete the following):
	Tippiredole (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.
	any communion date after the primary term has ended.

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<u>12.</u>	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.
<u>13.</u>	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
<u>14.</u>	NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:
	Rockies Express Pipeline LLC
	Commercial Operations
	370 Van Gordon Street
	<u>Lakewood, CO 80228</u> e-mail: REX@tallgrassenergylp.com
	c-man. REA wangrassenergy ip. com
	IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly
	authorized representatives.
<u>Ship</u>	per Approval:
	Shipper: Radiate Energy LLC
	Signature:
	Title:
<b>Transport</b>	ter 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 21, 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 November 1, 2025 through March 31, 2026.
- 1.2 **Transportation Agreement**: Rate Schedule FTS Agreement No. 962257, dated October 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: 20,000 dekatherms per day ("Dth/d").

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

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

Fixed Negotiated Reservation Rate: For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$2.43333 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

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

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

a. The daily index price for one of the following: (1) the REX, Zone 3

Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or (3) the

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

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

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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 November 19, 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 AGREEMEN	T IS: (Check one)	
	_X_ effective Dece	ember 1, 2024 and is the or	iginal contract.
	effective	, this Amendment No.	<u>_ amends and restates</u>
	FTS Contract	No. effective	<u></u>

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	— Capacity rig	hts for this Ag	reement were permanentl	<del>y released fron</del>	<del></del>
2.	SHIPPER'S NAMI	E, ADDRESS,	PHONE, EMAIL:		
	SOUTHWEST F ATTN: Brad Jon 3100 TIMMONS HOUSTON, TX (918) 688-2943 bjones@southwe	es 5, STE 225 77027			
3.	TERM OF SERVI	CE:			
	(Date, Period-of-Ti	me or Event):	December 1, 2024		
	Deta Paried of Ti	ma an Evant).	October 21, 2025		
	(Date, Period-of-Ti	me or Event):	<u>- October 31, 2023</u>		
4.	SHIPPER'S STAT				
	Local Distrib Intrastate Pir		•		
	Interstate Pir				
	X Other: MAI		J		
5.	TRANSPORTATION Local Distribution Local Distributio	oution Compan peline Compan peline Compan	<del>y</del> <del>y</del>		
6.	RATE SCHEDUL	E FTS Maxim	ım Daily Quantity ("MD0	<del>?"):</del>	
	(Date, Period-of-T	ime or Event)	MDQ		
	•	<del>,</del>			
	December 1, 2024 -	October 31, 20	<del>25,000</del>		
7	PRIMARY FTS R	ECEIPT POIN	TS & MAXIMUM DAIL	Y RECEIPT Q	UANTITY ("MDI
	(Date, Period-of-				By Displaceme Only
	Time or Event)	Location #	Location Name	MDRQ	(Yes or No)
	12/01/2024 - 03/31/2025	60060	OHIO RIVER SYSTEM/REX BEARWALLOW MON	<u>25,000</u>	<u>NO</u>

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04/01/2025 -	42717R	TPC/REX LONE	<del>25,000</del>	NO NO
<u>10/31/2025</u>		TREE WELD REC		

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

(Date, Period-of- Time or Event) 12/01/2024- 03/31/2025	<u>Location</u> # <u>42234D</u>	Location Name  WHITE RI/REX  MEEKER RIO  BLANCO DELIVERY	MDDQ 25,000	By Displacement Only (Yes or No) NO
04/01/2025 - 10/31/2025	44420	TEX GAS/REX LEB WARREN	<u>25,000</u>	<u>NO</u>

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

#### 10. RATES:

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

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

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

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

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

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	<u>X None</u>
	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 Yes
	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):  _X*_YesNo
	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:  ———————————————————————————————————
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:  ———————————————————————————————————
13.	ADDITIONAL TERMS PERMITTED BY TARIFF:
	The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:
	*The Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project) are only applicable from December 1, 2024 through March 31, 2025.

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### 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@tallgrassenergylp.com IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives. **Shipper Approval:** Shipper: Southwest Energy, L.P. Signature: Title: **Transporter Approval:** Transporter: Rockies Express Pipeline LLC Signature: Title:

### FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on November 19, 2024 ("Agreement Date") by and between Rockies Express Pipeline LLC ("REX") and Southwest Energy, L.P. ("Shipper").

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

### ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 <u>Negotiated Rate Term</u>: From December 1, 2024 through October 31, 2025.
- 1.2 <u>Transportation Agreement</u>: Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. <u>960957</u>, dated November 19, 2024 (the "Transportation Agreement").

FTS using REX Zone 3 Capacity Enhancement | December 1, 2024 – March 31, 2025

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Project capacity	
FTS	April 1, 2025 – October 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.

#### 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 \$15.50900 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)").

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

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

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

#### December 1, 2024 - March 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### April 1, 2025 — October 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### 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):

#### December 1, 2024 - March 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### April 1, 2025 — October 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

### 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

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.

Negotiated Rate(s) plus any additional incremental charge(s) identified herein.

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	nat, in the event of a capacity release under the , if any, granted in this Rate Agreement to utilize e set forth herein shall transfer to the replacement sity release offer. For the avoidance of doubt, all a capacity release must be specified in the capacity icable to segmented capacity that results in new	
	REX and Shipper have caused their duly authorent to become effective as of the Agreement Da	
ROCKIE	S EXPRESS PIPELINE LLC	SOUTHWEST ENERGY, L.P.
By:		Ву:
Name: _		Name:
Title:		Title:

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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 October 23, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

<u>1.</u>	THIS AGREEMENT IS: (Check one)
	X effective November 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:
	SYMMETRY ENERGY SOLUTIONS, LLC ATTN: Stephen Farina 12000 PECOS ST, SUITE 300 WESTMINSTER, CO 80234 (918) 477-3422 stephen.farina@symmetryenergy.com
3.	TERM OF SERVICE:
	(Date, Period-of-Time or Event): November 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
	A UNICL WARKETER

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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

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

#### 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>11/01/2025 -</u> <u>10/31/2027</u>	42234	WHITE RI/REX MEEKER RIO BLANCO	10,000	<u>NO</u>

#### 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>11/01/2025 -</u> <u>10/31/2027</u>	44413	NGPL/REX MOULTRIE	10,000	<u>NO</u>

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.

Effective on: November 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):
	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.
<u>11.</u>	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; orMonth(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

# Rockies Express Pipeline LLC FERC Gas Tariff

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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.
<u>13.</u>	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:
	<u>N/A</u>
<u>14.</u>	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@tallgrassenergylp.com
Shin	IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.  oper Approval:
<u>5111p</u>	Shipper: Symmetry Energy Solutions, LLC
	Signature:
	Title:
Transport	ter 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 23, 2025 ("Agreement Date") by and between Rockies Express Pipeline LLC ("REX") and Symmetry Energy Solutions, 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

- **Negotiated Rate Term**: From November 1, 2025 through October 31, 2027. 1.1
- Transportation Agreement: Rate Schedule FTS, Agreement No. 962287, dated October 23, 1.2 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 \$9.66000 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s)").

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement, provided that the resulting transportation path flows west-toeast. 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.

Effective on: November 1, 2025

Issued on: October 31, 2025

#### 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, 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..

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

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

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points 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.

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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	SYMMETRY ENERGY SOLUTIONS, LLC
Dec	D
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

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2.	SHIPPER'S NAME	E, ADDRESS,	PHONE, EMAIL:		
	— <del>TWIN EAGLE R</del>	ESOURCE M	ANAGEMENT, LLC		
	ATTN: Brittney I				
	1700 CITY PLAZ	ZA DRIVE SU	<del>ИТЕ 500</del>		
	SPRING, TX 773	<del>889</del>			
	<del>(970) 759-4116</del>				
	brittney.purdy@t	wineagle.com			
3.	TERM OF SERVIO	Œ:			
	— (Date, Period-of-Ti	me or Event):	<u>April 1, 2025</u>		
	——————————————————————————————————————	me or Event):	October 31, 2025		
4	SHIPPER'S STAT	<del>US:</del>			
	Local Distrib				
	Intrastate Pip				
	Interstate Pip		<del>y</del>		
	<u>X</u> Other: MAF	<u>RKETER</u>			
5	TRANSPORTATIO				
	Local Distrib				
	Intrastate Pip				
	Interstate Pip		<del>y</del>		
	X Other: SHIP	<u>PPER</u>			
6.	RATE SCHEDULI	E FTS Maximu	ım Daily Quantity ("MI	<del>)("):</del>	
	(Date, Period-of-T	ime or Event)	MDQ		
	April 1, 2025 - Octo	ber 31, 2025	<u>10,000</u>		
7.	PRIMARY FTS RI	ECEIPT POIN	TS & MAXIMUM DA	I <del>LY RECEIPT Q</del>	UANTITY ("MDRQ")
					By Displacement
	(Date, Period-of-				Only
	Time or Event)	Location #	Location Name	MDRQ	(Yes or No)
					` ′
	04/01/2025 -	<u>44413</u>	NGPL/REX	<u>10,000</u>	<u>YES</u>
	<u>10/31/2025</u>		<u>MOULTRIE</u>		

Q	DRIMARV	FTC	DELIVERY	POINTS	$g_r$	MAXIMIIM	DAIIV	DELIVERY	OLIANTITY
0.	I KIIVII KI	115	DELIVERT	1011115	-	WIAXIWIUWI	DAILI	DELIVERI	QUANTITI
	("MDDQ"):								

ocation #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>42230</u>	WIC/REX BITTER CREEK SWEETWATER	<u>10,000</u>	<u>NO</u>
•		42230 WIC/REX BITTER CREEK	42230 <u>WIC/REX BITTER</u> 10,000 <u>CREEK</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):

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	——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 XNo
	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: ————————————————————————————————————
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:  ———————————————————————————————————
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:
	<u>N/A</u>
14.	NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:
	Rockies Express Pipeline LLC
	Commercial Operations 270 Nov. Constant Stant
	370 Van Gordon Street Lakewood, CO 80228
	e-mail: REX@tallgrassenergylp.com

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IN-WITNESS authorized rep	WHEREOF, the parties have caused this Agreement to be sign resentatives.	ned by their duly
Shipper Approval:		
Shipper:	Twin Eagle Resource Management, LLC	
Signature:		
<del>Title:</del>		
Transporter Approval:		
<del>Transporter:</del>	Rockies Express Pipeline LLC	
Signature:		
<del>Title:</del>		

### 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. <u>961548</u>, dated March <u>26</u>, 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 <u>Eligible Firm Transportation Quantity</u>: 10,000 dekatherms per day ("Dth/d").

#### 1.4 <u>Negotiated Rate(s)</u>:

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

<u>Fixed Negotiated Reservation Rate</u>: 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.

<u>Index Sharing Component</u>: 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:

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.

Minus the daily index price for one of b. 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 Chevenne 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

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 <u>Eligible Primary Receipt Point(s)</u>:

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

- 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.
- 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 <u>Capacity Releases</u>. 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:

Section 4.80 - NRA 61 Commodities K# 962288 Section Version: 2.0.0

# 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 October 23, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

<u>1.</u>	THIS AGREEMENT IS: (Check one)
	X effective November 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
<u>2.</u>	SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:
	SIX ONE COMMODITIES LLC ATTN: Maureen Smith ONE DOCK STREET SUITE 412 STAMFORD, CT 06902 (203) 409-2232 maureensmith@61commodities.com
3.	TERM OF SERVICE:
	(Date, Period-of-Time or Event): November 1, 2025
	(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

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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

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

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>11/01/2025 -</u> <u>10/31/2027</u>	42234	WHITE RI/REX MEEKER RIO BLANCO	10,000	<u>NO</u>

#### 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>11/01/2025 -</u> <u>10/31/2027</u>	44413	NGPL/REX MOULTRIE	10,000	<u>NO</u>

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.

Effective on: November 1, 2025

Issued on: October 31, 2025

10.	RATES:

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

Mayimum applicable rate per Tariff as rayised from time to time upless otherwise

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
	<u>Cheyenne Expansion Project):</u>
	<u>Yes</u>
	<u>X No</u>
	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.
<u>11.</u>	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):
	Application (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.

# Rockies Express Pipeline LLC FERC Gas Tariff

FERC Gas Tariff
Original Volume - The Book of Contracts

Section 4.80 - NRA 61 Commodities K# 962288 Section Version: 2.0.0

12.	ROLLOVER the Tariff). (Check one):	PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of
	X Not App Applical	ble (Complete the following):
		Per the Tariff; or Month(s) in advance of (i) the end of the primary term or y termination date after the primary term has ended.
<u>13.</u>	ADDITIONAL	L TERMS PERMITTED BY TARIFF:
		negotiable provision is permitted under the Tariff and may be included in this the space below:
	<u>N/A</u>	
<u>14.</u>	NOTICES TO	TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:
		ess Pipeline LLC
	Commercial O 370 Van Gord	
	Lakewood, CO	0 80228
	e-mail: REX@	wtallgrassenergylp.com
	IN WITNESS authorized rep	WHEREOF, the parties have caused this Agreement to be signed by their duly resentatives.
Ship	per Approval:	
	Shipper:	Six One Commodities LLC
	Signature:	
	Title:	
Transport	er Approval:	
	<u>Transporter:</u>	Rockies Express Pipeline LLC
	Signature:	
	<u>Title:</u>	

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# FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 23, 2025 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Six One Commodities 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, 2025 through October 31, 2027.
- 1.2 **Transportation Agreement**: Rate Schedule FTS, Agreement No. 962288, dated October 23, 2025 (the "Transportation Agreement").

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

1.3 Eligible Firm Transportation Quantity: 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 \$9.61167 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s)").

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

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

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of 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 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, provided that the resulting transportation path flows west-to-east. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in east-to-west transportation anywhere on REX.

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points 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.

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(954) 614-8834

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

ROCKIES EXPRESS PIPELINE LLC	SIX ONE COMMODITIES 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

#### kevin@radiateenergy.com

3.	TERM OF SERVIC	<del>E:</del>					
	— (Date, Period-of-Tin	me or Event):	<u>April 1, 2025</u>				
	(Date, Period-of-Tin	me or Event):	October 31, 2025				
4.	SHIPPER'S STATUS:  Local Distribution Company  Intrastate Pipeline Company  Interstate Pipeline Company  A Other: MARKETER						
5.	TRANSPORTATION ON BEHALF OF:  Local Distribution Company  Intrastate Pipeline Company  Interstate Pipeline Company  X Other: SHIPPER						
6.	RATE SCHEDULE	EFTS Maximu	m Daily Quantity ("MDQ	<del>)''):</del>			
	(Date, Period-of-Time or Event) MDQ						
	April 1, 2025 - Octob	per 31, 2025	<u>20,000</u>				
7.	PRIMARY FTS RE	CEIPT POIN	FS & MAXIMUM DAIL	Y RECEIPT QU	JANTITY ("MDRQ"):		
	(Date, Period-of- Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)		
	<u>04/01/2025 -</u> <u>10/31/2025</u>	44413	NGPL/REX MOULTRIE	<u>20,000</u>	<u>¥ES</u>		

8	PRIMARY	FTS	DELIVERY	POINTS	&r	<b>MAXIMUM</b>	DAILY	DELIVERY	OUANTITY
0.	("MDDO").		DEELVERT	1011110	-	THE REPORT OF THE PROPERTY OF	Dimer	DEETVERT	QUIIIIIII
	( MDDQ ).								

(Date, Period-of-		By Displacement

Time or Event)	Location #	Location Name	MDDQ	Only (Yes or No)
<u>04/01/2025</u> <u>10/31/2025</u>	42228	CIG/REX FREWEN LAKE SWEETWATER	<del>20,000</del>	NO 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) \_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):

<u>Yes</u> 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):

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	Yes XNo
	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: ————————————————————————————————————
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:  ———————————————————————————————————
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:
	<u>N/A</u>
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@tallgrassenergylp.com
	IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

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Shipper Approval:	
Shipper:	Radiate Energy LLC
Signature:	
Title:	
Transporter Approval:	
Transporter:	Rockies Express Pipeline LLC
Signature:	
<del>Title:</del>	

## 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 <u>Transportation Agreement</u>: Rate Schedule FTS, Agreement No. <u>961558</u>, 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.

<u>Fixed Negotiated Reservation Rate</u>: 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.

<u>Index Sharing Component</u>: 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:

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.

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

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):

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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

- 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 <u>Applicable Maximum Rates, Charges, and Surcharges</u>. 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 <u>Capacity Releases</u>. 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:	Ву:
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 23, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1	THIS AGREEMENT IS: (Check one)
	X effective November 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:
	CONCORD ENERGY LLC ATTN: Beau Mclaughlin 1401 17TH STREET, SUITE 1500 DENVER, CO 80202 (303) 468-1770 bmclaughlin@concordenergy.com
3.	TERM OF SERVICE:
	(Date, Period-of-Time or Event): November 1, 2025
	(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

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5.	ΓRAN	<b>ISPORT</b>	ATION	ON I	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, 2025 - October 31, 2027 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>11/01/2025 -</u> <u>10/31/2027</u>	42234	WHITE RI/REX MEEKER RIO BLANCO	25,000	<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>11/01/2025 -</u> <u>10/31/2027</u>	44413	NGPL/REX MOULTRIE	<u>25,000</u>	<u>NO</u>

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

10	RATES.

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

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

General Terms and Conditions of the Tariff.

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

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

	Rate Schedule F1S 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 .
	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 Classes (Duranes to Sections 5 and 8 of Data Sale dula ETS of the Touist
	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.
<u>11.</u>	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):
	Applicable (Complete the following).
	Notice of ROFR Exercise:  Per the Tariff; orMonth(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

## **Rockies Express Pipeline LLC** FERC Gas Tariff

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<u>12.</u>	ROLLOVER I	PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of
	the Tariff).	
	(Check one):	
	X Not App	licable
		ble (Complete the following):
	Notice	of Rollover Exercise:
	Notice	Per the Tariff; or Month(s) in advance of (i) the end of the primary term or
	(ii) any	y termination date after the primary term has ended.
<u>13.</u>	ADDITIONAL	L TERMS PERMITTED BY TARIFF:
	The following	negotiable provision is permitted under the Tariff and may be included in this
		the space below:
	N/A	
	14/11	
<u>14.</u>	NOTICES TO	TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:
	Rockies Expre	ss Pipeline LLC
	Commercial O	perations
	370 Van Gordo	
	Lakewood, CC	<u>0 80228</u> Ditallgrassenergylp.com
	e-man. KEA(c	<u>grangrassenergyrp.com</u>
		WHEREOF, the parties have caused this Agreement to be signed by their duly
	authorized repr	resentatives.
<u>Ship</u>	per Approval:	
	Shipper:	Concord Energy LLC
	Signature:	
	<u>Title:</u>	
	, .	
Transport	er Approval:	
	<u>Transporter:</u>	Rockies Express Pipeline LLC
	Signature:	
	<u>Title:</u>	

Section 4.81 - NRA Concord K# 962289 Section Version: 1.0.0

## FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 23, 2025 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Concord 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 November 1, 2025 through October 31, 2027.
- 1.2 **Transportation Agreement**: Rate Schedule FTS, Agreement No. 962289, dated October 23, 2025(the "Transportation Agreement").

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

1.3 Eligible Firm Transportation Quantity: 25,000 dekatherms per day ("Dth/d").

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

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$10.94400 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s)").

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

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

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of 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 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, provided that the resulting transportation path flows west-to-east. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in east-to-west transportation anywhere on REX.

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points 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.

FERC Gas Tariff Original Volume - The Book of Contracts

(215) 703 -8602

Section 4.81 - NRA Concord K# 962289 Section Version: 1.0.0

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

ROCKIES EXPRESS PIPELINE LLC	CONCORD ENERGY LLC	
<u>By:</u>	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 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 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:
	UNIPER GLOBAL COMMODITIES NORTH AMERICA LLC
	ATTN: Jordan Stitzer
	1201 LOUISIANA STREET SUITE 650
	HOUSTON, TX 77002

#### jordan.stitzer@uniper.energy

3.	TERM OF SERVICE:
	(Date, Period-of-Time or Event): November 1, 2024 to (Date, Period-of-Time or Event): October 31, 2025
	(Date, Ferrod-of-Time of Event). October 31, 2023
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 - October 31, 2025 <u>10,000</u>

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

(Date, Period-of- Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
11/01/2024 - 03/31/2025	<u>45222</u>	CLARINGTON HUB POOL	<u>10,000</u>	<u>NO</u>
00/01/2020				
04/01/2025 <u>10/31/2025</u>	<u>42234</u>	WHITE RI/REX MEEKER RIO BLANCO	<u>10,000</u>	<u>NO</u>

Q	DRIMARV					MAXIMIM			
0.	I KIMIZIK I	115	DELIVERT	1011115	-	IVI/ I/XIIVI O IVI	DAILI	DELIVERI	QUANTITI
	("MDDQ"):								

(Date, Period-of- Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
11/01/2024 - 03/31/2025	42234D	WHITE RI/REX MEEKER RIO BLANCO DELIVERY	<u>10,000</u>	<u>NO</u>
<u>04/01/2025</u> <u>-</u> 10/31/2025	<u>45222</u>	CLARINGTON HUB POOL	<u>10,000</u>	<u>NO</u>

0	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.
	1 /

#### 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)	
<u>X</u> None	
Lump-sum payment of	
Monthly fee of through	
Widning ice of through .	

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	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
	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): X*_YesNo
	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:  ———————————————————————————————————
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:
	*The Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project) are only applicable from November 1, 2024 through March 31, 2025.
14.	NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:
	Rockies Express Pipeline LLC

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Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergylp.com

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

<b>Shipper Approval:</b>	
Shipper:	Uniper Global Commodities North America LLC
Signature:	
<del>Title:</del>	
Transporter Approval:	
<del>Transporter:</del>	Rockies Express Pipeline LLC
Signature:	
<del>Title:</del>	
	FIDM TO ANSDODT ATION

### FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 23, 2024 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Uniper Global Commodities 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: From November 1, 2024 through October 31, 2025.
- 1.2 <u>Transportation Agreement</u>: Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. <u>960826</u>, dated October 23, 2024 (the "Transportation Agreement").

FTS using REX Zone 3 Capacity Enhancement	November 1, 2024 – March 31, 2025
Project capacity	
FTS	April 1, 2025 – October 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: 10,000 dekatherms per day ("Dth/d").

#### 1.4 <u>Negotiated Rate(s)</u>:

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 \$16.00500 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 <u>Eligible Primary Receipt Point(s)</u>:

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):

#### November 1, 2024 - March 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### April 1, 2025 — October 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### 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):

#### November 1, 2024 - March 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### April 1, 2025 — October 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### **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.
- 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.
- 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

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REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.						
ROCKIES EXPRESS PIPELINE LLC	UNIPER GLOBAL COMMODITIES NORTH AMERICA LLC					
Ву:	By:					
Name:	Name:					
Title:	Title:					

FERC Gas Tariff Original Volume - The Book of Contracts Section 4.82 - NRA ConocoPhillips K# 962314 Section Version: 1.0.0

# 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 October 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.

<u>1.</u>	THIS AGREEMENT IS: (Check one)
	X effective November 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 (281) 293-2761 sandy.1.lynn@conocophillips.com
3.	TERM OF SERVICE:
	(Date, Period-of-Time or Event): November 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: PRODUCER

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	5.	TRANSPORTATION ON BEHALF O	DF:
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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, 2025 - October 31, 2027 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>11/01/2025 -</u> <u>10/31/2027</u>	42234	WHITE RI/REX MEEKER RIO BLANCO	40,000	<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>11/01/2025 -</u> <u>10/31/2027</u>	44413	NGPL/REX MOULTRIE	30,000	<u>NO</u>
	44424	DOMINION/REX CLAR MONROE	10,000	<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  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):
	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.
<u>11.</u>	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; orMonth(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

## **Rockies Express Pipeline LLC** FERC Gas Tariff

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<u>12.</u>	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
<u>14.</u>	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@tallgrassenergylp.com
	IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly
	authorized representatives.
<u>Ship</u>	per Approval:
	Shipper: ConocoPhillips Company
	Signature:
	<u>Title:</u>
<b>Transpor</b>	ter Approval:
	Transporter: Rockies Express Pipeline LLC
	Signature:
	<u>Title:</u>

## FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 24, 2025 ("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 November 1, 2025 through October 31, 2027.
- 1.2 **Transportation Agreement**: Rate Schedule FTS, Agreement No. 962314, dated October 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: 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 \$9.43200 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s)").

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

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

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of 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 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, provided that the resulting transportation path flows west-to-east. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in east-to-west transportation anywhere on REX.

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of all points 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.

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(502) 494-1763

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

ROCKIES EXPRESS PIPELINE LLC	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 October 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 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:
	CONSTELLATION ENERGY GENERATION, LLC ATTN: Brian Franz 9400 BUNSEN PARKWAY, SUITE 100
	<del>LOUISVILLE, KY 40220</del>

#### brian.franz@constellation.com

3.	TERM OF SERVICE:
	(Date, Period-of-Time or Event): November 1, 2024
	(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  X Other: SHIPPER
6.	RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):
	(Date, Period-of-Time or Event) MDQ
	November 1, 2024 - 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)
11/01/2024 - 03/31/2025	<u>60060</u>	OHIO RIVER SYSTEM/REX BEARWALLOW MON	<del>20,000</del>	<u>NO</u>
04/01/2025 <u>10/31/2025</u>	<u>43493</u>	REX/REX MEEKER HUB POOL RIO BLANCO	<del>20,000</del>	<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	42234D	WHITE RI/REX MEEKER RIO BLANCO DELIVERY	<del>20,000</del>	<u>NO</u>
04/01/2025 10/31/2025	60148	TGT/REX JOHNSON	<del>20,000</del>	<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

## **Rockies Express Pipeline LLC** FERC Gas Tariff

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	Cheyenne Expansion Project):  ————Yes  —————————————————————————————
	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): X*_YesNo
	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:  ———————————————————————————————————
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:
	* The Incremental Fuel Charge applicable to the firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-0000 (Zone 3 Capacity Enhancement Project) are only applicable from November 1, 2024 through March 31, 2025.
	<u>March 51, 2025.</u>

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

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

## FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 23, 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 November 1, 2024 through October 31, 2025.
- 1.2 <u>Transportation Agreement</u>: Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. <u>960827</u>, dated SRF Base Agreement Acceptance Date Month Day, Year (the "Transportation Agreement").

FTS using REX Zone 3 Capacity Enhancement	November 1, 2024 – March 31, 2025
Project capacity	
FTS	April 1, 2025 – October 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 \$15.5095 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):

#### November 1, 2024 - March 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### April 1, 2025 — October 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### 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):

#### November 1, 2024 – March 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### April 1, 2025 - October 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

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

- 2.1 <u>General Negotiated Rate Limitations</u>. 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 <u>Capacity Releases</u>. 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

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release offer. The Negotiated Rate is not app primary points.	licable to segmented capacity that results in new
REX and Shipper have caused their duly author Agreement to become effective as of the Agreement Date of the Ag	
ROCKIES EXPRESS PIPELINE LLC	CONSTELLATION ENERGY GENERATION, LLC
By:	By:
Name:	Name:
Title:	Title:

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#### Reserved for future use.

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

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

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
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
TERM OF SERVICE:
(Date, Period-of-Time or Event): November 1, 2024
(Date, Period-of-Time or Event): October 31, 2025
— SHIPPER'S STATUS:  Local Distribution Company  Intrastate Pipeline Company  Interstate Pipeline Company  X_ Other: MARKETER

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<del>).</del>	TRANSPORTATION ON BEHALF OF	•
	Local Distribution Company	
	Intrastate Pipeline Company	
	Interstate Pipeline Company	
	X Other: SHIPPER	
6.	RATE SCHEDULE FTS Maximum Dai	ly Quantity ("MDQ"):
	(Date, Period-of-Time or Event)	— <u>MDQ</u>
	November 1, 2024 - October 31, 2025	<u>10,000</u>

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

(Date, Period-of- Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
11/01/2024 - 03/31/2025	<u>45222</u>	CLARINGTON HUB POOL	<u>10,000</u>	<u>NO</u>
04/01/2025 <u>10/31/2025</u>	42234	WHITE RI/REX MEEKER RIO BLANCO	<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)
11/01/2024 - 03/31/2025	<u>42234D</u>	WHITE RI/REX  MEEKER RIO BLANCO DELIVERY	<u>10,000</u>	NO NO
<u>04/01/2025</u> <u>10/31/2025</u>	44413	NGPL/REX MOULTRIE	<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.

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10.	<del></del>
	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 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):
	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:

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		Per the Tariff; orMonth(s) in advance of (i) the end of the primary term or (ii) ermination date after the primary term has ended.
12.	ROLLOVER the Tariff). (Check one):	PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of
	_X_ Not Ap	plicable able (Complete the following):
		e of Rollover Exercise:  _ Per the Tariff; or Month(s) in advance of (i) the end of the primary term or by termination date after the primary term has ended.
13.	-ADDITIONA	L TERMS PERMITTED BY TARIFF:
		g negotiable provision is permitted under the Tariff and may be included in this the space below:
	capacity appr	ental Fuel Charge applicable to firm transportation provided by the incremental oved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone nhancement Project) are only applicable from November 1, 2024 through March 31,
14.	NOTICES TO	O TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:
	Commercial C 370 Van Gord Lakewood, C	<del>lon Street</del>
	IN WITNESS authorized rep	S WHEREOF, the parties have caused this Agreement to be signed by their duly presentatives.
Shipp	oer Approval:	
•	Shipper:	Castleton Commodities Merchant Trading L.P.  By: Castleton Commodities Trading GP LLC  It's General Partner
	Signature:	
	Title:	
<del>Franspor</del>	ter 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 23, 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 November 1, 2024 through October 31, 2025.
- 1.2 <u>Transportation Agreement</u>: Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. <u>960830</u>, dated October 23, 2024 (the "Transportation Agreement").

FTS using REX Zone 3 Capacity Enhancement	November 1, 2024 – March 31, 2025
Project capacity	
FTS	April 1, 2025 – October 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: 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 \$16.43000 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):

#### November 1, 2024 - March 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### April 1, 2025 - October 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### 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):

#### November 1, 2024 – March 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### April 1, 2025 — October 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

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\* 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 <u>Capacity Releases</u>. 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:

#### Section 4.84 - NRA Reserved Section Version: 1.0.0

#### Reserved for future use.

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of October 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 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:
	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): November 1, 2024 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**

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<del>5.</del> —	— TRANSPORTATION ON BEHALF OF	<u>· · · · · · · · · · · · · · · · · · · </u>
	Local Distribution Company	
	Intrastate Pipeline Company	
	Interstate Pipeline Company	
	<u>X Other: SHIPPER</u>	
6.	RATE SCHEDULE FTS Maximum Dai	ly Quantity ("MDQ"):
	(Date, Period-of-Time or Event)	— <u>MDQ</u>
	November 1, 2024 - October 31, 2025	<del>1,000</del>

#### 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	<u>60065</u>	RICE/REX GUNSLINGER MONROE	<u>1,000</u>	<u>NO</u>
<u>04/01/2025</u> <u>10/31/2025</u>	42234	WHITE RI/REX MEEKER RIO BLANCO	<u>1,000</u>	NO 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	<u>42234D</u>	WHITE RI/REX MEEKER RIO BLANCO DELIVERY	<u>1,000</u>	<u>NO</u>
<u>04/01/2025</u> <u>10/31/2025</u>	60148	TGT/REX JOHNSON	<del>1,000</del>	<u>NO</u>

### **Rockies Express Pipeline LLC**

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9	DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the
	Tariff: "at the pressure available [or] allowing for agreement by Transporter to alternate
	minimum or maximum pressures."): There is no delivery pressure agreement.
10.	RATES:
	Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff) Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.
	Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff) Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.
	— FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)
	Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.
	Incremental Facility Charge: (Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)  _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 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):  _X* 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):  _X_ Not Applicable  Applicable (Complete the following):

# **Rockies Express Pipeline LLC** FERC Gas Tariff

FERC Gas Tariff
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Sect	ion Ver	sion:	1	Λ	ſ

	Notice of ROFR Exercise:	<i>(</i> ::)
	——— Per the Tariff; or ——Month(s) in advance of (i) the end of the primary term or any termination date after the primary term has ended.	<del>(11)</del>
12.	ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions	a of
	he Tariff).	<del>, 01</del>
	Check one):	
,	<del>Check one).</del>	
	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	<del>1 or</del>
	(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	thic
	Agreement in the space below:	<del>iiis</del>
:	Agreement in the space below.	
	The Incremental Fuel Charge applicable to the firm transportation provided by the incremental	<del>ntal</del>
	capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-0000 (Z	one
	Capacity Enhancement Project) are only applicable from November 1, 2024 through	
	March 31, 2025.	
14.	NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO	<del>):</del>
:	Rockies Express Pipeline LLC	
	Commercial Operations	
:	370 Van Gordon Street	
:	Lakewood, CO 80228	
•	-mail: <u>REX@tallgrassenergylp.com</u>	
	N WITNESS WHEREOF, the parties have caused this Agreement to be signed by their d	uly
	authorized representatives.	
Shippe	· <del>Approval:</del>	
	Shipper: <u>Vitol Inc.</u>	
	Signature:	
	Title:	
Transporta	· <del>Approval:</del>	
•	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 23, 2024 ("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 November 1, 2024 through October 31, 2025.
- 1.2 <u>Transportation Agreement</u>: Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. <u>960831</u>, dated SRF Base Agreement Acceptance Date Month Day, Year (the "Transportation Agreement").

FTS using REX Zone 3 Capacity Enhancement	November 1, 2024 – March 31, 2025
Project capacity	
FTS	April 1, 2025 – October 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: 1,000 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 \$14.01700 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):

#### November 1, 2024 - March 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### April 1, 2025 — October 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### 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):

#### November 1, 2024 – March 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### April 1, 2025 — October 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

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\* 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

- 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 <u>Capacity Releases</u>. 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.
Ву:	By:
Name:	Name:
Title:	Title:

#### Reserved for future use.

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of October 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 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:
	ECO-ENERGY NATURAL GAS, LLC ATTN: Luke Hurley 6100 TOWER CIRCLE, SUITE 500 FRANKLIN, TN 37067 (615) 636-7899 lukeh@eco-energy.com
3.	TERM OF SERVICE:
	(Date, Period-of-Time or Event): November 1, 2024  to (Date, Period-of-Time or Event): October 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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<del>).</del> —	— TRANSPORTATION ON BEHALF OF	<del>!</del>
	Local Distribution Company	
	Intrastate Pipeline Company	
	Interstate Pipeline Company	
	X Other: SHIPPER	
6.	RATE SCHEDULE FTS Maximum Dai	ly Quantity ("MDQ"):
	(Date, Period-of-Time or Event)	— MDQ
		<del></del>
	November 1, 2024 - October 31, 2025	<del>15.000</del>

#### 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	<u>45222</u>	CLARINGTON HUB POOL	<u>15,000</u>	<u>NO</u>
04/01/2025 <u>10/31/2025</u>	42234	WHITE RI/REX MEEKER RIO BLANCO	<u>15,000</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	42234D	WHITE RI/REX MEEKER RIO BLANCO DELIVERY	<u>15,000</u>	NO NO
04/01/2025 -	<u>44416</u>	ANR/REX SHELBY	<u>15,000</u>	<u>NO</u>
10/31/2025				

# **Rockies Express Pipeline LLC** FERC Gas Tariff

FERC Gas Tariff
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9	DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the
	Tariff: "at the pressure available [or] allowing for agreement by Transporter to alternate
	minimum or maximum pressures."): There is no delivery pressure agreement.
10.	RATES:
	Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff) Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.
	Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff) Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.
	FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff) Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.
	Incremental Facility Charge:  (Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)  _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 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): X* 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):  _X_ Not Applicable  Applicable (Complete the following):

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	Notice of ROFR Exercise:  ———————————————————————————————————
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:
	*The Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project) are only applicable from November 1, 2024 through March 31, 2025.
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@tallgrassenergylp.com
	IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.
Ship	<del>per Approval:</del>
	Shipper: <u>Eco-Energy Natural Gas, LLC</u>
	Signature:
	Title:
<del>Franspor</del>	ter Approval:
	Transporter: Rockies Express Pipeline LLC
	Signature:
	Title:

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#### **FIRM TRANSPORTATION** NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 23, 2024 ("Agreement Date") by and between Rockies Express Pipeline LLC ("REX") and Eco-Energy Natural Gas, LLC ("Shipper").

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

#### **ARTICLE 1** NEGOTIATED RATE PARAMETERS

- Negotiated Rate Term: From November 1, 2024 through October 31, 2025. 1.1
- 1.2 Transportation Agreement: Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 960832, dated October 23, 2024 (the "Transportation Agreement").

FTS using REX Zone 3 Capacity Enhancement	November 1, 2024 – March 31, 2025
Project capacity	
FTS	April 1, 2025 – October 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: 15,000 dekatherms per day ("Dth/d").

#### **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 \$15.26900 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)").

#### **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):

#### November 1, 2024 - March 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### April 1, 2025 - October 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### 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):

#### November 1, 2024 – March 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### April 1, 2025 — October 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

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\* 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

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

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

ROCKIES EXPRESS PIPELINE LLC	ECO-ENERGY NATURAL GAS, LLC
_	
Ву:	Ву:
Name:	Name:
Title:	Title:

#### Reserved for future use.

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of October 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 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:
	DRW ENERGY TRADING LLC ATTN: Clarissa Garcia 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): November 1, 2024 to (Date, Period-of-Time or Event): October 31, 2025
4.	SHIPPER'S STATUS:  Local Distribution Company  Intrastate Pipeline Company  Interstate Pipeline Company  A Other: MARKETER

#### **Rockies Express Pipeline LLC**

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<del>5.</del> —	TRANSPORTATION ON BEHALF OF	<del>? :</del>
	Local Distribution Company	
	Intrastate Pipeline Company	
	Interstate Pipeline Company	
	X Other: SHIPPER	
6.	RATE SCHEDULE FTS Maximum Dai	ly Quantity ("MDQ"):
	(Date, Period-of-Time or Event)	— <u>MDQ</u>
	November 1, 2024 - October 31, 2025	<u>30,000</u>

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

(Date, Period-of- Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
11/01/2024 - 03/31/2025	<u>45222</u>	CLARINGTON HUB POOL	<u>30,000</u>	<u>NO</u>
04/01/2025 <u>10/31/2025</u>	42234	WHITE RI/REX MEEKER RIO BLANCO	<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)
11/01/2024 03/31/2025	42234D	WHITE RI/REX MEEKER RIO BLANCO DELIVERY	<del>30,000</del>	NO NO
04/01/2025 -	45222	CLARINGTON HUB	30,000	NO
10/31/2025	43222	POOL	<del>30,000</del>	<del>NO</del>

# **Rockies Express Pipeline LLC** FERC Gas Tariff

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9	DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the
	Tariff: "at the pressure available [or] allowing for agreement by Transporter to alternate
	minimum or maximum pressures."): There is no delivery pressure agreement.
10.	RATES:
	Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff) Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.
	Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff) Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.
	FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff) Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.
	Incremental Facility Charge:  (Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)  _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 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): X* 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):  _X_ Not Applicable  Applicable (Complete the following):

# Rockies Express Pipeline LLC FERC Gas Tariff

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	Notice of ROFR Exercise:  ———————————————————————————————————
	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:  ———————————————————————————————————
13.	ADDITIONAL TERMS PERMITTED BY TARIFF:
	The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:
	*The Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project) are only applicable from November 1, 2024 through March 31, 2025.
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: <u>REX@tallgrassenergylp.com</u>
	IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.
<del>Ship</del> j	<del>oer Approval:</del>
	Shipper: <u>DRW Energy Trading LLC</u>
	Signature:
	Title:
<del>Transpor</del>	ter Approval:
	Transporter: Rockies Express Pipeline LLC
	Signature:
	Title:

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## FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 23, 2024 ("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 November 1, 2024 through October 31, 2025.
- 1.2 <u>Transportation Agreement</u>: Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. <u>960835</u>, dated October 23, 2024 (the "Transportation Agreement").

FTS using REX Zone 3 Capacity Enhancement	November 1, 2024 – March 31, 2025
Project capacity	
FTS	April 1, 2025 – October 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 \$17.84667 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)**:

#### November 1, 2024 - March 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### April 1, 2025 - October 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### 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):

#### November 1, 2024 – March 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### April 1, 2025 — October 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

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\* 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 <u>Capacity Releases</u>. 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
<del></del>	
<del></del>	
By:	Ву:
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 November 19, 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 December 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:
	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 1, 2024
	(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**

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<del>5.</del> —	TRANSPORTATION ON BEHALF OF	<u>?•</u>
	Local Distribution Company	
	Intrastate Pipeline Company	
	Interstate Pipeline Company	
	X Other: SHIPPER	
6.	RATE SCHEDULE FTS Maximum Dai	ly Quantity ("MDQ"):
	(Date, Period-of-Time or Event)	— <u>MDQ</u>
	December 1, 2024 - October 31, 2025	<u>14,500</u>

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

(Date, Period-of- Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
12/01/2024 03/31/2025	<u>60060</u>	OHIO RIVER SYSTEM/REX BEARWALLOW MON	<u>14,500</u>	NO NO
04/01/2025 10/31/2025	<u>42234</u>	WHITE RI/REX MEEKER RIO BLANCO	<u>14,500</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)
12/01/2024 - 03/31/2025	<u>42234D</u>	WHITE RI/REX MEEKER RIO BLANCO DELIVERY	<del>14,500</del>	<u>NO</u>
<u>04/01/2025 –</u> <u>10/31/2025</u>	<u>60148</u>	TGT/REX JOHNSON	<u>14,500</u>	<u>NO</u>

# Rockies Express Pipeline LLC FERC Gas Tariff

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9.	DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "at the pressure available [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."): There is no delivery pressure agreement.
10.	RATES:
	Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff) Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.
	Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff) Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.
	FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff) Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.
	Incremental Facility Charge: (Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)  _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 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):  _X* 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):  _X_ Not Applicable  Applicable (Complete the following):

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	Notice of ROFR Exercise:  ———————————————————————————————————
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:
	*The Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project) are only applicable from December 1, 2024 through March 31, 2025.
14.	NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:
1	Rockies Express Pipeline LLC Commercial Operations 370 Van Gordon Street Lakewood, CO 80228 e-mail: REX@tallgrassenergylp.com
	IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.
Shipp	ver Approval:
	Shipper: <u>Vitol Inc.</u>
	Signature:
	Title:
<del>Franspor</del>	t <del>er Approval:</del>
	Transporter: Rockies Express Pipeline LLC
	Signature:
	Title:

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## FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on November 19, 2024 ("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 December 1, 2024 through October 31, 2025.
- 1.2 <u>Transportation Agreement</u>: Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. <u>960959</u>, dated November 19, 2024 (the "Transportation Agreement").

FTS using REX Zone 3 Capacity Enhancement	<del>December 1, 2024 – March 31, 2025</del>
Project capacity	
<del>FTS</del>	April 1, 2025 – October 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: 14,500 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 \$13.25500 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)**:

#### December 1, 2024 – March 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### April 1, 2025 – October 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### 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):

#### December 1, 2024 – March 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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.

#### April 1, 2025 – October 31, 2025

The Negotiated Rate(s) shall apply to the use of, on a secondary basis, 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

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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 <u>General Negotiated Rate Limitations</u>. 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 <u>Capacity Releases</u>. 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.

——————————————————————————————————————	VITOL INC.
Ву:	By:
Name:	Name:
Title:	Title: