



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:

<u>Section Name</u>	<u>Section Version</u>
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 Mioco 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

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

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

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

Pursuant to 18 CFR § 154.601, Rockies Express is submitting this instant filing to implement 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").² This policy requires either the filing of the negotiated rate agreement or a tariff section reflecting the essential elements of the negotiated rate agreement.

Accordingly, Rockies Express herein files 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.

¹ 18 CFR § 154 (2025).

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

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.

Original Volume – The Book of Contracts

Section 2 – Table of Contents – Book of Contracts, Version 159.0.0

- 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.

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 § 154.207.³

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

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

Debbie-Anne A. Reese, Secretary

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Respectfully submitted,

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

L. Drew Cutright

Vice President, Regulatory Affairs

Tallgrass Energy, LP

Authorized Representative of Rockies Express Pipeline LLC

Clean Tariff Records

STATEMENT OF NEGOTIATED RATES

Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Ascent Resources – Utica, LLC <u>2/</u>	949011 (FT)	December 13, 2016 January 5, 2032	150,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949013 (FT)	December 13, 2016 January 5, 2032	130,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949014 (FT)	December 13, 2016 January 5, 2032	70,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Vectren Energy Delivery of Indiana, Inc. <u>2/</u>	949017 (FT)	May 1, 2017 April 30, 2032	60,000	<u>18/</u>	<u>18/</u>	<u>18/</u>	<u>18/</u>
Jay-Bee Oil & Gas, Inc. <u>2/</u>	949018 (FT)	December 13, 2016 January 5, 2032	150,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Spire Marketing Inc. <u>2/</u>	949208 (FT)	December 13, 2016 January 5, 2032	20,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Citizens Gas <u>2/</u>	949295 (FT)	December 13, 2016 January 5, 2032	20,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949347 (FT)	December 13, 2016 January 5, 2032	25,000	<u>5/</u>	<u>5/</u>	<u>5/</u>	<u>5/</u>
EQT Energy, LLC <u>2/</u>	949348 (FT)	December 13, 2016 January 5, 2032	25,000	<u>5/</u>	<u>5/</u>	<u>5/</u>	<u>5/</u>
Duke Energy Indiana, LLC <u>2/</u>	961067 (FT)	April 1, 2025 October 31, 2048	30,000	<u>31/</u>	<u>31/</u>	<u>31/</u>	<u>31/</u>
Duke Energy Indiana, LLC	961068 (FT)	April 1, 2025 October 31, 2048	80,000	<u>31/</u>	<u>31/</u>	<u>31/</u>	<u>31/</u>

Rockies Express Pipeline LLC

FERC Gas Tariff
Third Revised Volume No. 1

Negotiated Rates - 4
Section Version: 140.0.0

Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
BP Energy Company	954204-02 (FT)	November 1, 2020 March 31, 2028	11-1-20 to 2-28-22 – 35,200 3-1-22 to 6-30-22 – 15,920 7-1-22 to 3-31-28 – 49,500	<u>13/</u>	<u>13/</u>	<u>13/</u>	<u>13/</u>
SWN Energy Services Company, LLC 2/	954719 (FT)	December 1, 2020 January 5, 2032	12,000	<u>7/</u>	<u>7/</u>	<u>7/</u>	<u>7/</u>
SWN Energy Services Company, LLC 2/	954720 (FT)	December 1, 2020 January 5, 2032	38,000	<u>7/</u>	<u>7/</u>	<u>7/</u>	<u>7/</u>
DTE Energy Trading, Inc.	955134 (FT)	April 1, 2023 October 31, 2027	50,000	<u>23/</u>	<u>23/</u>	<u>23/</u>	<u>23/</u>
Morgan Stanley Capital Group Inc.	953935 (FT)	May 1, 2021 March 31, 2027	10,000	<u>10/</u>	<u>10/</u>	<u>10/</u>	<u>10/</u>
DTE Energy Trading, Inc.	955178 (FT)	November 1, 2024 October 31, 2027	10,000	<u>12/</u>	<u>12/</u>	<u>12/</u>	<u>12/</u>
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>

Rockies Express Pipeline LLCFERC Gas Tariff
Third Revised Volume No. 1Negotiated Rates - 4
Section Version: 140.0.0

Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
EQT Energy, LLC	955662-02 (FT)	September 1, 2021 March 31, 2034	9-1-21 to 9-30-21 – 0 10-1-21 to 10-31-21 – 200,000 11-1-21 to 11-30-21 – 205,000 12-1-21 to 3-31-22 – 110,000 4-1-22 to 3-31-34 – 185,000	<u>14/</u>	<u>14/</u>	<u>14/</u>	<u>14/</u>
Duke Energy Ohio, Inc. 2/	954559 (FT)	December 1, 2021 November 30, 2031	57,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
BP Energy Company	955338 (FT)	December 1, 2021 December 31, 2026	20,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
Morgan Stanley Capital Group Inc.	955345 (FT)	December 1, 2021 March 31, 2027	50,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
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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Section Version: 140.0.0

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

Rockies Express Pipeline LLC

FERC Gas Tariff

Third Revised Volume No. 1

Negotiated Rates - 4
Section Version: 140.0.0

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

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

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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>	<u>8/</u>	<u>8/</u>	<u>8/</u>
Stanchion Gas Marketing, LLC	960303 (FT)	June 21, 2024 October 31, 2026	40,000	<u>8/</u>	<u>8/</u>	<u>8/</u>	<u>8/</u>
L-H Battery Company, Incorporated	959468 (FT)	July 8, 2024 July 7, 2034	12,000	<u>21/</u>	<u>21/</u>	<u>21/</u>	<u>21/</u>
Vitol, Inc.	960426 (FT)	November 1, 2024 June 30, 2027	10,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
BP Energy Company	960427 (FT)	November 1, 2024 June 30, 2027	23,500	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Citigroup Energy, Inc.	960428 (FT)	November 1, 2024 June 30, 2027	15,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Constellation Energy Generation, LLC	960429 (FT)	November 1, 2024 June 30, 2027	5,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Koch Energy Services, LLC	960430 (FT)	November 1, 2024 June 30, 2027	31,500	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
JPMorgan Chase Bank, N.A.	960431 (FT)	November 1, 2024 June 30, 2027	20,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Vitol, Inc.	960443 (FT)	November 1, 2024 June 30, 2027	5,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Union Electric Company, D/B/A Ameren Missouri	960682 (FT)	November 1, 2024 March 31, 2027	11-1-24 to 3-31-25 – 25,000 4-1-25 to 10-31-25 – 0 11-1-25 to 3-31-26 – 25,000 4-1-26 to 10-31-26 – 0 11-1-26 to 3-31-27 – 25,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Stanchion Gas Marketing, LLC	960781 (FT)	November 1, 2024 October 31, 2029	100,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
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/

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

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Castleton Commodities Merchant Trading L.P.	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	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Stanchion Gas Marketing, LLC	961436 (FT)	April 1, 2025 June 30, 2027	30,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
TC Energy Marketing Inc	961437 (FT)	April 1, 2025 March 31, 2027	20,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Koch Energy Services, LLC	961438 (FT)	April 1, 2025 March 31, 2028	30,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Mieco, Inc.	961439 (FT)	April 1, 2025 October 31, 2027	7,500	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Morgan Stanley Capital Group Inc	961440 (FT)	April 1, 2025 June 30, 2027	10,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
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	<u>17/</u>	<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>	<u>17/</u>	<u>17/</u>	<u>17/</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.
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>

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

2020 at Docket No. RP21-175 and further amended on June 30, 2022 at Docket No. RP22-1012.

- 14/ This information is set out in the negotiated rate agreement filed with the Commission on August 31, 2021 at Docket No. RP21-1082.
- 15/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2022 at Docket No. RP22-767.
- 16/ This information is set out in the negotiated rate agreement filed with the Commission on October 31, 2023 at Docket No. RP24-105.
- 17/ This information is set out in the negotiated rate agreement filed with the Commission on 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.
- 22/ 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.
- 25/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2023 at Docket No. RP23-653.
- 26/ Reserved for future use.
- 27/ Reserved for future use.
- 28/ This information is set out in the negotiated rate agreement filed with the Commission on October 31, 2024 at Docket No. RP25-139.
- 29/ Reserved for future use.

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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.

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

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Shipper Name	Section #	Section Name
BP Energy Company K# 553076-01	4.34	Section 4.34 – NRA BP K# 553076-01
BP Energy Company K# 553076-02	4.35	Section 4.35 – NRA BP K# 553076-02
BP Energy Company K# 553076-03	4.36	Section 4.36 – NRA BP K# 553076-03
EOG Resources Inc. K# 553083	4.37	Section 4.37 – NRA EOG K# 553083
L-H Battery Company, Incorporated K# 959468	4.38	Section 4.38 – NRA L-H Battery K#959468
Indiana Gas Company, D/B/A Centerpoint Energy Indiana K# 952633	4.39	Section 4.39 – NRA Indiana Gas Company K# 952633
LNG Indy, LLC dba Kinetrex Energy K# 956273	4.40	Section 4.40 – NRA LNG Indy K# 956273
BP Energy Company K# 954204-02	4.41	Section 4.41 – NRA BP K# 954204-02
ConocoPhillips 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

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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

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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

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

5. TRANSPORTATION ON BEHALF OF:

☐ Local Distribution Company

☐ Intrastate Pipeline Company

☐ Interstate Pipeline Company

☒ Other: SHIPPER

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

(Date, Period-of-Time or Event)
MDQ
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 - 03/31/2026</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>25,000</u>	<u>NO</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>11/01/2025 - 03/31/2026</u>	<u>45222</u>	<u>CLARINGTON HUB</u> <u>POOL</u>	<u>25,000</u>	<u>NO</u>

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

10. RATES:

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

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

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

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

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

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

Incremental Facility Charge:

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

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Mico, Inc.

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 20, 2025 ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and Mico, Inc. ("Shipper").

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

ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 **Negotiated Rate Term:** From 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

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 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

5. TRANSPORTATION ON BEHALF OF:

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

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

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

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

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

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

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

10. RATES:

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

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

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

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

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

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

Incremental Facility Charge:

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

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

X Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

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

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 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

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 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
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 OF:

☐ Local Distribution Company

☐ Intrastate Pipeline Company

☐ Interstate Pipeline Company

☒ Other: SHIPPER

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

(Date, Period-of-Time or Event)
MDQ
November 1, 2025 - March 31, 2026
15,000

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

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

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

10. RATES:

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

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

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

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

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

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

Incremental Facility Charge:

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

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

☒ Not Applicable
☐ Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Twin Eagle Resource Management, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

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

1.5 Eligible Primary Receipt Point(s):

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

1.6 Eligible Secondary Receipt Point(s):

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

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

1.7 Eligible Primary Delivery Point(s):

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

1.8 Eligible Secondary Delivery Point(s):

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

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

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

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

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

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

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

ROCKIES EXPRESS PIPELINE LLC

TWIN EAGLE RESOURCE
MANAGEMENT, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

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

☐ Local Distribution Company

☐ Intrastate Pipeline Company

☐ Interstate Pipeline Company

☒ Other: SHIPPER

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

(Date, Period-of-Time or Event)
MDQ
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 - 03/31/2026</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>25,000</u>	<u>NO</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>11/01/2025 - 03/31/2026</u>	<u>43537</u>	<u>MIDWSTRN/REX</u> <u>EDGAR</u>	<u>25,000</u>	<u>NO</u>

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

10. RATES:

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

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

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

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

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

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

Incremental Facility Charge:

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

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Tenaska Marketing Ventures

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on October 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

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

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

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

ROCKIES EXPRESS PIPELINE LLC

TENASKA MARKETING VENTURES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

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

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.69 - NRA Radiate K# 962257

Section Version: 9.0.0

5. TRANSPORTATION ON BEHALF OF:

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

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

(Date, Period-of-Time or Event)MDQNovember 1, 2025 - March 31, 202620,000

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 - 03/31/2026</u>	<u>42234</u>	<u>WHITE RI/REX MEEKER RIO</u>	<u>20,000</u>	<u>NO</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>11/01/2025 - 03/31/2026</u>	<u>43537</u>	<u>MIDWSTRN/REX EDGAR</u>	<u>20,000</u>	<u>NO</u>

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

10. RATES:

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

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

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

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

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

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

Incremental Facility Charge:

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

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Radiate Energy LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on 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

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

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

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

ROCKIES EXPRESS PIPELINE LLC

RADIATE ENERGY LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

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

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

5. TRANSPORTATION ON BEHALF OF:

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

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

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

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

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

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

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

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

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

10. RATES:

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

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

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

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

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

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

Incremental Facility Charge:

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

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

X Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Symmetry Energy Solutions, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on October 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-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.

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: _____

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

5. TRANSPORTATION ON BEHALF OF:

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

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

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

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

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

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

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

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

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

10. RATES:

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

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

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

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

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

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

Incremental Facility Charge:

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

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

X Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Six One Commodities LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on October 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.

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 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

5. TRANSPORTATION ON BEHALF OF:

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

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

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

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 - 10/31/2027</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>25,000</u>	<u>NO</u>

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

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

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

10. RATES:

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

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

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

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

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

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

Incremental Facility Charge:

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

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

X Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Concord Energy LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on October 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.

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
 X Other: PRODUCER

5. TRANSPORTATION ON BEHALF OF:

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

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

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

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 - 10/31/2027</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>40,000</u>	<u>NO</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>11/01/2025 - 10/31/2027</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>30,000</u>	<u>NO</u>
	<u>44424</u>	<u>DOMINION/REX</u> <u>CLAR MONROE</u>	<u>10,000</u>	<u>NO</u>

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

10. RATES:

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

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

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

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

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

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

Incremental Facility Charge:

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

☒ None

☐ Lump-sum payment of _____

☐ Monthly fee of _____ through _____

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: ConocoPhillips Company

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on 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.

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.

Reserved for future use.

Reserved for future use.

Reserved for future use.

Marked Tariff Records

STATEMENT OF NEGOTIATED RATES

Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Ascent Resources – Utica, LLC <u>2/</u>	949011 (FT)	December 13, 2016 January 5, 2032	150,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949013 (FT)	December 13, 2016 January 5, 2032	130,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949014 (FT)	December 13, 2016 January 5, 2032	70,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Vectren Energy Delivery of Indiana, Inc. <u>2/</u>	949017 (FT)	May 1, 2017 April 30, 2032	60,000	<u>18/</u>	<u>18/</u>	<u>18/</u>	<u>18/</u>
Jay-Bee Oil & Gas, Inc. <u>2/</u>	949018 (FT)	December 13, 2016 January 5, 2032	150,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Spire Marketing Inc. <u>2/</u>	949208 (FT)	December 13, 2016 January 5, 2032	20,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Citizens Gas <u>2/</u>	949295 (FT)	December 13, 2016 January 5, 2032	20,000	<u>1/</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
EQT Energy, LLC <u>2/</u>	949347 (FT)	December 13, 2016 January 5, 2032	25,000	<u>5/</u>	<u>5/</u>	<u>5/</u>	<u>5/</u>
EQT Energy, LLC <u>2/</u>	949348 (FT)	December 13, 2016 January 5, 2032	25,000	<u>5/</u>	<u>5/</u>	<u>5/</u>	<u>5/</u>
Duke Energy Indiana, LLC <u>2/</u>	961067 (FT)	April 1, 2025 October 31, 2048	30,000	<u>31/</u>	<u>31/</u>	<u>31/</u>	<u>31/</u>
Duke Energy Indiana, LLC	961068 (FT)	April 1, 2025 October 31, 2048	80,000	<u>31/</u>	<u>31/</u>	<u>31/</u>	<u>31/</u>

Rockies Express Pipeline LLC

FERC Gas Tariff

Third Revised Volume No. 1

Negotiated Rates - 4
Section Version: 140.0.0

Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
BP Energy Company	954204-02 (FT)	November 1, 2020 March 31, 2028	11-1-20 to 2-28-22 – 35,200 3-1-22 to 6-30-22 – 15,920 7-1-22 to 3-31-28 – 49,500	<u>13/</u>	<u>13/</u>	<u>13/</u>	<u>13/</u>
SWN Energy Services Company, LLC 2/	954719 (FT)	December 1, 2020 January 5, 2032	12,000	<u>7/</u>	<u>7/</u>	<u>7/</u>	<u>7/</u>
SWN Energy Services Company, LLC 2/	954720 (FT)	December 1, 2020 January 5, 2032	38,000	<u>7/</u>	<u>7/</u>	<u>7/</u>	<u>7/</u>
DTE Energy Trading, Inc.	955134 (FT)	April 1, 2023 October 31, 2027	50,000	<u>23/</u>	<u>23/</u>	<u>23/</u>	<u>23/</u>
Morgan Stanley Capital Group Inc.	953935 (FT)	May 1, 2021 March 31, 2027	10,000	<u>10/</u>	<u>10/</u>	<u>10/</u>	<u>10/</u>
DTE Energy Trading, Inc.	955178 (FT)	November 1, 2024 October 31, 2027	10,000	<u>12/</u>	<u>12/</u>	<u>12/</u>	<u>12/</u>
Spotlight Energy, LLC 2/	960955 (FT)	December 1, 2024 October 31, 2025	15,000	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
Vitol Inc. 2/	960956 (FT)	December 1, 2024 October 31, 2025	14,500	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
Southwest Energy, L.P. 2/	960957 (FT)	December 1, 2024 October 31, 2025	25,000	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
Vitol Inc. 2/	960959 (FT)	December 1, 2024 October 31, 2025	14,500	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
EQT Energy, LLC 2/	955662 (FT)	September 1, 2021 March 31, 2034	9-1-21 to 9-30-21 – 20,000 10-1-21 to 10-31-21 – 5,000 11-1-21 to 11-30-21 – 0 12-1-21 to 3-31-22 – 95,000 4-1-22 to 3-31-34 – 20,000	<u>14/</u>	<u>14/</u>	<u>14/</u>	<u>14/</u>
EQT Energy, LLC	955662-02 (FT)	September 1, 2021 March 31, 2034	9-1-21 to 9-30-21 – 0 10-1-21 to 10-31-21 – 200,000 11-1-21 to 11-30-21 – 205,000 12-1-21 to 3-31-22 – 110,000 4-1-22 to 3-31-34 – 185,000	<u>14/</u>	<u>14/</u>	<u>14/</u>	<u>14/</u>
Duke Energy Ohio, Inc. 2/	954559 (FT)	December 1, 2021 November 30, 2031	57,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
BP Energy Company	955338 (FT)	December 1, 2021 December 31, 2026	20,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
Morgan Stanley Capital Group Inc.	955345 (FT)	December 1, 2021 March 31, 2027	50,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>

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Koch Energy Services, LLC	955418 (FT)	December 1, 2021 March 31, 2027	25,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
Mercuria Energy America, LLC	955419 (FT)	December 1, 2021 March 31, 2027	7,500	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
BP Energy Company	955420 (FT)	December 1, 2021 March 31, 2028	20,000	<u>4/</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>
Sequent Energy Management, LLC	956756 (FT)	April 1, 2022 March 31, 2027	7,500	<u>15/</u>	<u>15/</u>	<u>15/</u>	<u>15/</u>
LNG Indy, LLC dba Kinetrex Energy	956273 (FT)	August 1, 2022 July 31, 2042	6,000	<u>3/</u>	<u>3/</u>	<u>3/</u>	<u>3/</u>
Spotlight Energy, LLC	961178 (FT)	March 1, 2025 June 30, 2027	15,000	<u>19/</u>	<u>19/</u>	<u>19/</u>	<u>19/</u>
DTE Energy Trading, Inc.	961179 (FT)	March 1, 2025 October 31, 2028	25,000	<u>19/</u>	<u>19/</u>	<u>19/</u>	<u>19/</u>
Spire Missouri Inc.	958854 (FT)	November 1, 2023 March 31, 2026	11-1-23 to 3-31-24 – 20,000 4-1-24 to 10-31-24 – 0 11-1-24 to 3-31-25 – 20,000 4-1-25 to 10-31-25 – 0 11-1-25 to 3-31-26 – 20,000	<u>16/</u>	<u>16/</u>	<u>16/</u>	<u>16/</u>

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

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Indianapolis Power & Light Company	957455 (FT)	January 4, 2025 October 31, 2025	15,000	<u>20/</u>	<u>20/</u>	<u>20/</u>	<u>20/</u>
Hartree Partners, L.P.	956480 (FT)	April 1, 2023 March 31, 2026	38,600	<u>25/</u>	<u>25/</u>	<u>25/</u>	<u>25/</u>
Duke Energy Indiana, LLC	957540 (FT)	December 1, 2023 November 30, 2033	50,000	<u>6/</u>	<u>6/</u>	<u>6/</u>	<u>6/</u>
Eco-Energy Natural Gas, LLC	956502 (FT)	April 1, 2024 March 31, 2027	11,600	<u>24/</u>	<u>24/</u>	<u>24/</u>	<u>24/</u>
Citadel Energy Marketing LLC	960301 (FT)	June 21, 2024 October 31, 2026	15,000	<u>8/</u>	<u>8/</u>	<u>8/</u>	<u>8/</u>
Constellation Energy Generation, LLC	960302 (FT)	June 21, 2024 October 31, 2026	26,000	<u>8/</u>	<u>8/</u>	<u>8/</u>	<u>8/</u>
Stanchion Gas Marketing, LLC	960303 (FT)	June 21, 2024 October 31, 2026	40,000	<u>8/</u>	<u>8/</u>	<u>8/</u>	<u>8/</u>
L-H Battery Company, Incorporated	959468 (FT)	July 8, 2024 July 7, 2034	12,000	<u>21/</u>	<u>21/</u>	<u>21/</u>	<u>21/</u>
Vitol, Inc.	960426 (FT)	November 1, 2024 June 30, 2027	10,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
BP Energy Company	960427 (FT)	November 1, 2024 June 30, 2027	23,500	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Citigroup Energy, Inc.	960428 (FT)	November 1, 2024 June 30, 2027	15,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Constellation Energy Generation, LLC	960429 (FT)	November 1, 2024 June 30, 2027	5,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Koch Energy Services, LLC	960430 (FT)	November 1, 2024 June 30, 2027	31,500	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
JPMorgan Chase Bank, N.A.	960431 (FT)	November 1, 2024 June 30, 2027	20,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Vitol, Inc.	960443 (FT)	November 1, 2024 June 30, 2027	5,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Union Electric Company, D/B/A Ameren Missouri	960682 (FT)	November 1, 2024 March 31, 2027	11-1-24 to 3-31-25 – 25,000 4-1-25 to 10-31-25 – 0 11-1-25 to 3-31-26 – 25,000 4-1-26 to 10-31-26 – 0 11-1-26 to 3-31-27 – 25,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Stanchion Gas Marketing, LLC	960781 (FT)	November 1, 2024 October 31, 2029	100,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Uniper Global Commodities North America LLC 2/	960826 (FT)	November 1, 2024 October 31, 2025	10,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Constellation Energy Generation, LLC 2/	960827 (FT)	November 1, 2024 October 31, 2025	20,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Castleton Commodities Merchant Trading L.P. 2/	960830 (FT)	November 1, 2024 October 31, 2025	10,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Vitol, Inc. 2/	960831 (FT)	November 1, 2024 October 31, 2025	1,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Eco-Energy Natural Gas, LLC 2/	960832 (FT)	November 1, 2024 October 31, 2025	15,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
DRW Energy Trading LLC 2/	960835 (FT)	November 1, 2024 October 31, 2025	30,000	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
Mieco, Inc.	<u>962253 (FT)</u>	<u>November 1, 2025 March 31, 2026</u>	<u>25,000</u>	<u>22/</u>	<u>22/</u>	<u>22/</u>	<u>22/</u>
Castleton Commodities Merchant Trading L.P.	<u>962254 (FT)</u>	<u>November 1, 2025 March 31, 2026</u>	<u>25,000</u>	<u>22/</u>	<u>22/</u>	<u>22/</u>	<u>22/</u>

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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/
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 – 0 11-1-27 to 3-31-28 – 60,000	32/	32/	32/	32/
ConocoPhillips Company	961049 (FT)	April 1, 2025 March 31, 2027	15,000	32/	32/	32/	32/

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Constellation Energy Generation, LLC	961050 (FT)	April 1, 2025 March 31, 2027	30,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
NRG Business Marketing LLC	961051 (FT)	April 1, 2025 March 31, 2027	50,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Castleton Commodities Merchant Trading L.P.	961052 (FT)	April 1, 2025 March 31, 2027	15,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Shell Energy North America (US), L.P.	961056 (FT)	April 1, 2025 March 31, 2027	40,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Castleton Commodities Merchant Trading L.P.	961297 (PALS)	April 1, 2025 March 31, 2026	40,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Castleton Commodities Merchant Trading L.P.	961298 (PALS)	April 1, 2025 March 31, 2026	40,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Castleton Commodities Merchant Trading L.P.	961299 (PALS)	April 1, 2025 March 31, 2026	20,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Indianapolis Power & Light Company	961311 (FT)	April 1, 2025 March 31, 2035	150,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Mieco, Inc.	961431 (FT)	April 1, 2025 October 31, 2025	50,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Twin Eagle Resource Management, LLC	961435 (FT)	April 1, 2025 October 31, 2027	10,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Stanchion Gas Marketing, LLC	961436 (FT)	April 1, 2025 June 30, 2027	30,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
TC Energy Marketing Inc	961437 (FT)	April 1, 2025 March 31, 2027	20,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Koch Energy Services, LLC	961438 (FT)	April 1, 2025 March 31, 2028	30,000	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>
Mieco, Inc.	961439 (FT)	April 1, 2025 October 31, 2027	7,500	<u>32/</u>	<u>32/</u>	<u>32/</u>	<u>32/</u>

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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	<u>17/</u>	<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>	<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>

- 1/ This information is set out in the negotiated rate agreement filed with the Commission on December 12, 2016 at Docket No. RP17-257.
- 2/ By Commission order issued February 25, 2016 in Docket No. CP15-137-000 (*Rockies Express Pipeline LLC*, 154 FERC ¶ 61,139 (2016)), Rockies Express was granted a certificate of public convenience and necessity to construct and operate certain facilities referred to as the Zone 3 Capacity Enhancement Project (referred to in the order as the East-to-West Expansion Project).
- 3/ This information is set out in the negotiated rate agreement filed with the Commission on July 29, 2022 at Docket No. RP22-1087.
- 4/ This information is set out in the negotiated rate agreement filed with the Commission on December 1,

2021 at Docket No. RP22-379.

- 5/ This information is set out in the agreement filed with the Commission on June 1, 2018 at Docket No. RP18-883.
- 6/ This information is set out in the negotiated rate agreement filed with the Commission on November 30, 2023 at Docket No. RP24-198.
- 7/ This information is set out in the negotiated rate agreement filed with the Commission on November 30, 2020 at Docket No. RP21-267.
- 8/ This information is set out in the negotiated rate agreement filed with the Commission on June 20, 2024 at Docket No. RP24-835.
- 9/ ~~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.
- 16/ This information is set out in the negotiated rate agreement filed with the Commission on October 31, 2023 at Docket No. RP24-105.
- 17/ This information is set out in the negotiated rate agreement filed with the Commission on 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.

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- 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.
- 22/ ~~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.
- 24/ This information is set out in the negotiated rate agreement filed with the Commission on March 29, 2024 at Docket No. RP24-618.
- 25/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2023 at Docket No. RP23-653.
- 26/ Reserved for future use.
- 27/ Reserved for future use.
- 28/ This information is set out in the negotiated rate agreement filed with the Commission on October 31, 2024 at Docket No. RP25-139.
- 29/ Reserved for future use.
- 30/ Reserved for future use.
- 31/ This information is set out in the negotiated rate agreement filed with the Commission on March 7, 2025 at Docket No. RP25-696.
- 32/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2025 at Docket No. RP25-787.

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

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

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

4.0 List of Conforming Negotiated Rate Contracts Found in this Tariff

Shipper Name	Section #	Section Name
Duke Energy Ohio, Inc. K# 954559	4.1	Section 4.1 - NRA Duke K# 954559
BP Energy Company K# 955338	4.2	Section 4.2 - NRA BP K# 955338
Antero Resources Corporation K#947930	4.3	Section 4.3 - NRA Antero K# 947930
EQT Energy, LLC K# 947976	4.4	Section 4.4 - NRA EQT K# 947976
Ascent Resources-Utica, LLC K# 947977	4.5	Section 4.5 - NRA Ascent K# 947977
EQT Energy, LLC K# 947978	4.6	Section 4.6 - NRA EQT K# 947978
Gulfport Energy Corporation K# 948001	4.7	Section 4.7 - NRA Gulfport K# 948001
Vectren Energy Delivery of Indiana, Inc.	4.8	Section 4.8 - NRA Vectren K# 949017
Morgan Stanley Capital Group Inc., K# 955345	4.9	Section 4.9 - NRA Morgan Stanley K# 955345
Mieco, Inc K# 962253 Spotlight Energy, LLC K# 960955	4.10	Section 4.10 - NRA Spotlight K# 960955 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

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
<u>Castleton Commodities Merchant Trading L.P. K#</u> <u>962254</u> Indianapolis 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
<u>Twin Eagle Resource Management, LLC K# 962255</u> <u>Vitol Inc. K# 960956</u>	4.58	Section 4.58 – NRA <u>Twin Eagle K# 962255</u> <u>Vitol K# 960956</u>
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 Castleton 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

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Shipper Name	Section #	Section Name
Indianapolis Power & Light Company K# 961311	4.67	Section 4.67 – NRA IPLC K# 961311
<u>Tenaska Marketing Ventures K# 962256</u> Mieco, Inc K# 961431	4.68	Section 4.68 – NRA <u>Tenaska K# 962256</u> Mieco K# 961431
<u>Radiate Energy LLC K# 962257</u> Southwest Energy, L.P. K# 960957	4.69	Section 4.69 – NRA <u>Radiate K# 962257</u> Southwest K# 960957
Duke Energy Indiana, LLC K# 957540	4.70	Section 4.70 – NRA Duke K# 957540
Twin Eagle Resource Management, LLC K# 961435	4.71	Section 4.71 – NRA Twin Eagle K# 961435
Stanchion Gas Marketing, LLC K# 961436	4.72	Section 4.72 – NRA Stanchion K# 961436
TC Energy Marketing Inc K# 961437	4.73	Section 4.73 – NRA TC Energy K# 961437
Union Electric Company, D/B/A Ameren Missouri K# 960682	4.74	Section 4.74 – NRA UEC K# 960682
Koch Energy Services, LLC K# 961438	4.75	Section 4.75 – NRA Koch K# 961438
Mieco, Inc K# 961439	4.76	Section 4.76 – NRA Mieco K# 961439
Morgan Stanley Capital Group Inc K# 961440	4.77	Section 4.77 – NRA Morgan Stanley K# 961440
<u>Symmetry Energy Solutions, LLC K# 962287</u> Twin Eagle Resource Management, LLC K# 961548	4.78	Section 4.78 – NRA <u>Symmetry K# 962287</u> Twin Eagle K# 961548
Stanchion Gas Marketing, LLC K# 960781	4.79	Section 4.79 – NRA Stanchion K# 960781
<u>Six One Commodities LLC K# 962288</u> Radiate Energy LLC K# 961558	4.80	Section 4.80 – NRA <u>61 Commodities K# 962288</u> Radiate K# 961558
<u>Concord Energy LLC K# 962289</u> Uniper Global Commodities North America, LLC K# 960826	4.81	Section 4.81 – NRA <u>Concord K# 962289</u> Uniper Global K# 960826

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Shipper Name	Section #	Section Name
ConocoPhillips Company K# 962314 Constellation Energy Generation, LLC K# 960827	4.82	Section 4.82 – NRA ConocoPhillips K# 962314 Constellation K# 960827
Reserved Castleton Commodities Merchant Trading L.P. K# 960830	4.83	Section 4.83 – NRA Reserved Castleton K# 960830
Reserved Vitol, 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 Reserved Eco K# 960832
Reserved DRW Energy Trading LLC K# 960835	4.86	Section 4.86 – NRA Reserved DRW Energy K# 960835
Reserved Vitol, Inc. K# 960959	4.87	Section 4.87 – NRA Reserved 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

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.

_____, 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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Section 4.10 - NRA Mico K# 962253

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5. TRANSPORTATION ON BEHALF OF:Local Distribution CompanyIntrastate Pipeline CompanyInterstate Pipeline CompanyX Other: SHIPPER**6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):**(Date, Period-of-Time or Event) MDQNovember 1, 2025 - March 31, 2026 25,000**7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):**

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

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>11/01/2025 - 03/31/2026</u>	<u>45222</u>	<u>CLARINGTON HUB</u> <u>POOL</u>	<u>25,000</u>	<u>NO</u>

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

10. RATES:

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

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

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

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

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

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

Incremental Facility Charge:

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

☒ None

Lump-sum payment of

Monthly fee of through.

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

Yes

☒ No

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

Yes

☒ No

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

X Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Mico, Inc.

Signature:

Title:

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature:

Title:

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 20, 2025 ("Agreement Date") by and between Rockies Express Pipeline LLC ("REX") and Mico, Inc. ("Shipper").

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

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From 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

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 restates~~

Rockies Express Pipeline LLC

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_____ FTS Contract No. _____ effective _____

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

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

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

3. _____ TERM OF SERVICE:

_____ (Date, Period of Time or Event): December 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

5. _____ TRANSPORTATION ON BEHALF OF:

_____ Local Distribution Company
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
~~X~~ Other: SHIPPER

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

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

December 1, 2024 - October 31, 2025 15,000

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

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>12/01/2024 - 03/31/2025</u>	<u>60062</u>	<u>EQT OVC/REX</u> <u>ISALY MONROE</u>	<u>15,000</u>	<u>NO</u>

Rockies Express Pipeline LLC

FERC Gas Tariff

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Section Version: 22.0.0

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

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

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>12/01/2024 – 03/31/2025</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>15,000</u>	<u>NO</u>
<u>04/01/2025 – 10/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>15,000</u>	<u>NO</u>

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

10. ~~RATES:~~

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

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

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

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

~~—~~

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

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

~~Incremental Facility Charge:~~

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

~~—X—~~ None
~~—~~ Lump-sum payment of ~~—~~
~~—~~ Monthly fee of ~~—~~ through ~~—~~.

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

~~—~~ Yes
~~—X—~~ No

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

~~—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):

~~—~~

~~Notice of ROFR Exercise: —~~

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

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

~~(Check one):~~

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

~~Notice of Rollover Exercise:~~

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

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

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

~~* 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~~

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@tallgrassenergyllp.com~~

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

Shipper Approval:

Shipper: Spotlight Energy, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on 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**

~~1.1 — **Negotiated Rate Term:** From December 1, 2024 through October 31, 2025.~~

~~1.2 — **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 Project capacity	December 1, 2024 — March 31, 2025
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”).~~

~~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”).~~

~~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 General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

- ~~2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in the Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) stated in Section 1.4, plus any additional incremental charge(s) identified herein.~~

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

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

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

ROCKIES EXPRESS PIPELINE LLC _____ SPOTLIGHT ENERGY, LLC _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

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

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

_____, 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

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.49 - NRA Castleton K# 962254

Section Version: 16.0.0

5. TRANSPORTATION ON BEHALF OF:Local Distribution CompanyIntrastate Pipeline CompanyInterstate Pipeline CompanyX Other: SHIPPER**6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):**(Date, Period-of-Time or Event) MDQNovember 1, 2025 - March 31, 2026 25,000**7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):**

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

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

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

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

10. RATES:

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

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

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

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

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

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

Incremental Facility Charge:

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

X None

Lump-sum payment of

Monthly fee of through.

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

Yes

X No

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

Yes

X No

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

X Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of Rollover Exercise:

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

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

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

N/A

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

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

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

Shipper Approval:

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

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 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

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.~~

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.49 - NRA Castleton K# 962254

Section Version: 16.0.0

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

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

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

_____ INDIANAPOLIS POWER & LIGHT COMPANY
ATTN: Alex Dickerson
ONE MONUMENT CIRCLE
INDIANAPOLIS, IN 46204
(317) 261-8835
alex.dickerson@aes.com

3. _____ TERM OF SERVICE:

_____ (Date, Period of Time or Event): November 1, 2022
_____ 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

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, 2022 - October 31, 2025 15,000

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)
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Rockies Express Pipeline LLC

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11/01/2022 – 10/31/2025	60364	REX/REX CHEYENNE COMPRESSION POOL	15,000	NO

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

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
11/01/2022 – 10/31/2025	44430	CITIZENS/REX MORGAN	15,000	NO

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

10. ~~RATES:~~

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

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

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

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

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

~~Incremental Facility Charge:~~

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

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

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

~~☐ Yes~~
~~☒ No~~

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

~~☐ Yes~~
~~☒ No~~

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

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

~~(Check one):~~

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

~~_____~~

~~Notice of ROFR Exercise: _____~~

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

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

~~(Check one):~~

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

~~Notice of Rollover Exercise:~~

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

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

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

~~N/A~~

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

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

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

Shipper Approval:

Shipper: Indianapolis Power & Light Company

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on 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 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 957455, dated September 19, 2022 (the "Transportation Agreement").

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

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

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

~~For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$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 **Eligible Secondary Receipt Point(s):** 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.~~

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

<u>NAME</u>	<u>LOCATION</u>
— VECTREN NORTH/REX EAGLE	
— VALLEY MORGAN	60157
— TGT/REX JOHNSON	60148

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

~~2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement identified (including transportation under capacity release of the same) not satisfying each of the parameters specified in Article 1, REX shall charge, and~~

Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) plus any additional incremental charge(s) identified herein.

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

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

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

ROCKIES EXPRESS PIPELINE LLC _____ INDIANAPOLIS POWER & LIGHT

_____ COMPANY _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

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

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

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.58 - NRA Twin Eagle K# 962255

Section Version: 15.0.0

5. TRANSPORTATION ON BEHALF OF:Local Distribution CompanyIntrastate Pipeline CompanyInterstate Pipeline CompanyX Other: SHIPPER**6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):**(Date, Period-of-Time or Event) MDQNovember 1, 2025 - March 31, 2026 15,000**7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):**

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

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>11/01/2025 - 03/31/2026</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>15,000</u>	<u>NO</u>

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

10. RATES:

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

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

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

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

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

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

Incremental Facility Charge:

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

☒ None

Lump-sum payment of

Monthly fee of through.

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

Yes

☒ No

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

Yes

☒ No

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

X Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Twin Eagle Resource Management, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 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(s) for each month shall be the "Monthly Sharing Amount." For each month of the Negotiated Rate Term, the Shipper shall pay the Monthly Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.

1.5 Eligible Primary Receipt Point(s):

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

1.6 Eligible Secondary Receipt Point(s):

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

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

1.7 Eligible Primary Delivery Point(s):

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

1.8 Eligible Secondary Delivery Point(s):

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

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

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

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

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

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

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

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

ROCKIES EXPRESS PIPELINE LLC

TWIN EAGLE RESOURCE
MANAGEMENT, LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT~~

~~APPLICABLE TO FIRM TRANSPORTATION SERVICE~~

~~UNDER RATE SCHEDULE FTS~~

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

~~☒ effective December 1, 2024 and is the original contract.~~

~~_____ effective _____, this Amendment No. ____ amends and restates~~

~~_____ FTS Contract No. _____ effective _____~~

Rockies Express Pipeline LLC

FERC Gas Tariff

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Section 4.58 - NRA Twin Eagle K# 962255

Section Version: 15.0.0

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

4. _____ SHIPPER'S STATUS:

X Other: MARKETER

5. _____ TRANSPORTATION ON BEHALF OF:

X Other: SHIPPER

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

(Date, Period of Time or Event) _____ MDQ
December 1, 2024 - October 31, 2025 14,500

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

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)

Rockies Express Pipeline LLC

FERC Gas Tariff

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Section Version: 15.0.0

12/01/2024 – 03/31/2025	60060	OHIO RIVER SYSTEM/REX BEARWALLOW MON	14,500	NO
04/01/2025 – 10/31/2025	42234	WHITE RI/REX MEEKER RIO BLANCO	14,500	NO

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

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
12/01/2024 – 03/31/2025	42234D	WHITE RI/REX MEEKER RIO BLANCO DELIVERY	14,500	NO
04/01/2025 – 10/31/2025	60148	TGT/REX JOHNSON	14,500	NO

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

10. ~~RATES:~~

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

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

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

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

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

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

Incremental Facility Charge:

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

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

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

~~☐ Yes~~~~☒ No~~

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

~~☒ Yes~~~~☐ No~~

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

~~Applicable charges per Tariff as may be assessed by Transporter.~~

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

~~(Check one):~~~~☒ Not Applicable~~~~☐ Applicable (Complete the following):~~~~_____~~~~Notice of ROFR Exercise: _____~~~~☐ Per the Tariff; or ☐ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

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

~~(Check one):~~~~☒ Not Applicable~~~~☐ Applicable (Complete the following):~~~~Notice of Rollover Exercise:~~~~☐ Per the Tariff; or ☐ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

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

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

~~*The Incremental Fuel Charge applicable to firm transportation provided by the incremental~~

Rockies Express Pipeline LLC

FERC Gas Tariff

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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@tallgrassenergyllp.com~~

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

Shipper Approval:

~~Shipper: Vitol Inc.
Signature: _____
Title: _____~~

Transporter Approval:

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

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

~~This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on November 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 — **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 Project capacity	December 1, 2024 — March 31, 2025
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:** 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 General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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

2.1 — General Negotiated Rate Limitations. The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in the Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) stated in Section 1.4, plus any additional incremental charge(s) identified herein.

2.2 — Applicable Maximum Rates, Charges, and Surcharges. Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in

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

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

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

~~ROCKIES EXPRESS PIPELINE LLC VITOL INC.~~

~~By: By:~~

~~Name: Name:~~

~~Title: Title:~~

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

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

_____, 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

Rockies Express Pipeline LLC

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5. TRANSPORTATION ON BEHALF OF:Local Distribution CompanyIntrastate Pipeline CompanyInterstate Pipeline CompanyX Other: SHIPPER**6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):**(Date, Period-of-Time or Event) MDQNovember 1, 2025 - March 31, 2026 25,000**7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):**

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

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>11/01/2025 - 03/31/2026</u>	<u>43537</u>	<u>MIDWSTRN/REX</u> <u>EDGAR</u>	<u>25,000</u>	<u>NO</u>

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

10. RATES:

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

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

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

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

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

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

Incremental Facility Charge:

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

☒ None

Lump-sum payment of

Monthly fee of through .

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

Yes

☒ No

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

Yes

☒ No

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

X Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Tenaska Marketing Ventures

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on October 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

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

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

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

ROCKIES EXPRESS PIPELINE LLC

TENASKA MARKETING VENTURES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT~~

~~APPLICABLE TO FIRM TRANSPORTATION SERVICE~~

~~UNDER RATE SCHEDULE FTS~~

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

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

~~X effective April 1, 2025 and is the original contract.~~

~~_____ effective _____, this Amendment No. _____ amends and restates~~

~~_____ FTS Contract No. _____ effective _____~~

Rockies Express Pipeline LLC

FERC Gas Tariff

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

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

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

3. _____ TERM OF SERVICE:

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

4. _____ SHIPPER'S STATUS:

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

5. _____ TRANSPORTATION ON BEHALF OF:

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

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

_____ (Date, Period of Time or Event) _____ MDQ
April 1, 2025 – October 31, 2025 50,000

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

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

--	--	--	--	--

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

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

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

10. ~~RATES:~~

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

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

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

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

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

~~Incremental Facility Charge:~~

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

~~☒ None~~

~~☐ Lump-sum payment of _____~~

~~☐ Monthly fee of _____ through _____.~~

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

~~_____ Yes~~

~~___X___ No~~

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

~~_____ Yes~~

~~___X___ No~~

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

~~Applicable charges per Tariff as may be assessed by Transporter.~~

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

~~(Check one):~~

~~___X___ Not Applicable~~

~~_____ Applicable (Complete the following):~~

~~_____~~

~~Notice of ROFR Exercise: _____~~

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

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

~~(Check one):~~

~~___X___ Not Applicable~~

~~_____ Applicable (Complete the following):~~

~~Notice of Rollover Exercise:~~

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

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

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

~~N/A~~

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

~~Rockies Express Pipeline LLC
Commercial Operations~~

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

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

Shipper Approval:

Shipper: Mieco, Inc.

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on 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 **Transportation Agreement:** Rate Schedule FTS Agreement No. 961431, dated March 5, 2025 (the "Transportation Agreement").~~

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

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

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

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

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

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

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

~~a. The daily index price for one of the following: (1) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or (3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.~~

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

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.

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

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

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

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

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

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

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

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

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

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

ROCKIES EXPRESS PIPELINE LLC _____ MIECO, INC. _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

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

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

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.69 - NRA Radiate K# 962257

Section Version: 9.0.0

5. TRANSPORTATION ON BEHALF OF:Local Distribution CompanyIntrastate Pipeline CompanyInterstate Pipeline CompanyX Other: SHIPPER**6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):**

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>November 1, 2025 - March 31, 2026</u>	<u>20,000</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>11/01/2025 - 03/31/2026</u>	<u>42234</u>	<u>WHITE RI/REX MEEKER RIO</u>	<u>20,000</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>11/01/2025 - 03/31/2026</u>	<u>43537</u>	<u>MIDWSTRN/REX EDGAR</u>	<u>20,000</u>	<u>NO</u>

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

10. RATES:

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

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

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

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

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

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

Incremental Facility Charge:

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

☒ None

Lump-sum payment of _____

Monthly fee of _____ through _____.

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

☐ Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

 X Not Applicable

 Applicable (Complete the following):

 Notice of Rollover Exercise:

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

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

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

N/A

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

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

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

Shipper Approval:

Shipper: Radiate Energy LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on 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

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 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 _____~~

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.69 - NRA Radiate K# 962257

Section Version: 9.0.0

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

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

SOUTHWEST ENERGY, L.P.
ATTN: Brad Jones
3100 TIMMONS, STE 225
HOUSTON, TX 77027
(918) 688-2943
bjones@southwest-energy.com

3. _____ TERM OF SERVICE:

_____ (Date, Period of Time or Event): December 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

5. _____ TRANSPORTATION ON BEHALF OF:

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

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

_____ (Date, Period of Time or Event) _____ MDQ
December 1, 2024 - October 31, 2025 25,000

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

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>12/01/2024 - 03/31/2025</u>	<u>60060</u>	<u>OHIO RIVER SYSTEM/REX BEARWALLOW MON</u>	<u>25,000</u>	<u>NO</u>

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.69 - NRA Radiate K# 962257

Section Version: 9.0.0

04/01/2025 – 10/31/2025	42717R	TPC/REX LONE TREE WELD REC	25,000	NO

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

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

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

~~_____~~ Yes
~~—X—~~ No

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

~~_____~~ Yes
~~—X*~~ No

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

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

~~(Check one):~~

~~—X—~~ Not Applicable
~~_____~~ Applicable (Complete the following):

~~_____~~

~~Notice of ROFR Exercise: _____~~

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

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

~~(Check one):~~

~~—X—~~ Not Applicable
~~_____~~ Applicable (Complete the following):

~~Notice of Rollover Exercise:~~

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

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

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

~~*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:~~

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

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

Shipper Approval:

Shipper: Southwest Energy, L.P.

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on 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 **Negotiated Rate Term:** From December 1, 2024 through October 31, 2025.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 960957, dated November 19, 2024 (the “Transportation Agreement”).~~

FTS using REX Zone 3 Capacity Enhancement	December 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:** 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”).~~

~~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 General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

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

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

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

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

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

~~ROCKIES EXPRESS PIPELINE LLC _____ SOUTHWEST ENERGY, L.P. _____~~

~~By: _____ By: _____~~

~~Name: _____ Name: _____~~

~~Title: _____ Title: _____~~

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.

_____, 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

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

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

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

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

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

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

10. RATES:

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

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

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

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

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

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

Incremental Facility Charge:

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

X None

Lump-sum payment of _____

Monthly fee of _____ through _____.

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

Yes

X No

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

Yes

X No

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

X Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

X Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Symmetry Energy Solutions, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on October 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-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.

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: _____

~~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)~~

~~☒ 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 _____.~~

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.78 - NRA Symmetry K# 962287

Section Version: 2.0.0

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

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

3. ~~TERM OF SERVICE:~~

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

4. ~~SHIPPER'S STATUS:~~

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

5. ~~TRANSPORTATION ON BEHALF OF:~~

~~Local Distribution Company~~
~~Intrastate Pipeline Company~~
~~Interstate Pipeline Company~~
~~X Other: SHIPPER~~

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

~~(Date, Period of Time or Event) MDQ~~
~~April 1, 2025 - October 31, 2025 10,000~~

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

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

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

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
04/01/2025 – 10/31/2025	42230	WIC/REX BITTER CREEK SWEETWATER	10,000	NO

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

10. ~~RATES:~~

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

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

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

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

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

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

~~Incremental Facility Charge:~~

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

~~☒ None~~

~~☐ Lump sum payment of _____~~

~~☐ Monthly fee of _____ through _____.~~

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

~~___~~ Yes

~~___X___~~ No

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

~~___~~ Yes

~~___X___~~ No

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

~~Applicable charges per Tariff as may be assessed by Transporter.~~

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

~~(Check one):~~

~~___X___~~ Not Applicable

~~___~~ Applicable (Complete the following):

~~___~~

~~Notice of ROFR Exercise: ___~~

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

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

~~(Check one):~~

~~___X___~~ Not Applicable

~~___~~ Applicable (Complete the following):

~~Notice of Rollover Exercise:~~

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

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

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

~~N/A~~

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

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

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

Shipper Approval:Shipper: Twin Eagle Resource Management, LLC

Signature: _____

Title: _____

Transporter Approval:Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on March 26, 2025 ("Agreement Date") by and between Rockies Express Pipeline LLC ("REX") and Twin Eagle Resource Management, LLC ("Shipper").~~

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

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

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

~~1.2 — **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961548, dated March 26, 2025 (the "Transportation Agreement").~~

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

~~1.3 — **Eligible Firm Transportation Quantity:** 10,000 dekatherms per day ("Dth/d").~~

1.4 ~~Negotiated Rate(s):~~

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

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

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

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

- ~~a. The daily index price for one of the following: (1) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or (3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the ICE NG Firm Phys, ID, GDD REX-Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.~~
- ~~b. **Minus** the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as~~

~~published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and~~

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

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

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

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

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

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

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

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

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

~~1.8 — Eligible Secondary Delivery Point(s):~~

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

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

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

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

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

ROCKIES EXPRESS PIPELINE LLC	TWIN EAGLE RESOURCE
	MANAGEMENT, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

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.

_____, 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

5. TRANSPORTATION ON BEHALF OF:Local Distribution CompanyIntrastate Pipeline CompanyInterstate Pipeline CompanyX Other: SHIPPER6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):(Date, Period-of-Time or Event) MDQNovember 1, 2025 - October 31, 2027 10,0007. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):

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

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

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

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

10. RATES:

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

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

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

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

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

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

Incremental Facility Charge:

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

☒ None

Lump-sum payment of

Monthly fee of through.

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

Yes

☒ No

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

Yes

☒ No

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

☒ Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

X Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Six One Commodities LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on October 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.

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

GAINESVILLE, FL 32606

(954) 614-8834

kevin@radiateenergy.com

3. ~~TERM OF SERVICE:~~

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

~~to~~

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

4. ~~SHIPPER'S STATUS:~~

~~Local Distribution Company~~

~~Intrastate Pipeline Company~~

~~Interstate Pipeline Company~~

~~X~~ Other: MARKETER

5. ~~TRANSPORTATION ON BEHALF OF:~~

~~Local Distribution Company~~

~~Intrastate Pipeline Company~~

~~Interstate Pipeline Company~~

~~X~~ Other: SHIPPER

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

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

April 1, 2025 – October 31, 2025 20,000

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

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>04/01/2025 – 10/31/2025</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>20,000</u>	<u>YES</u>

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

(Date, Period of				By Displacement
-----------------------------	--	--	--	----------------------------

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

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

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

10. ~~RATES:~~

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

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

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

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

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

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

~~Incremental Facility Charge:~~

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

~~☒ None~~

~~☐ Lump-sum payment of _____~~

~~☐ Monthly fee of _____ through _____.~~

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

~~☐ Yes~~

~~☒ No~~

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

~~_____~~ Yes

~~___X___~~ No

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

~~Applicable charges per Tariff as may be assessed by Transporter.~~

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

~~(Check one):~~

~~___X___~~ Not Applicable

~~_____~~ Applicable (Complete the following):

~~_____~~

~~Notice of ROFR Exercise: _____~~

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

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

~~(Check one):~~

~~___X___~~ Not Applicable

~~_____~~ Applicable (Complete the following):

~~Notice of Rollover Exercise:~~

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

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

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

~~N/A~~

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

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

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

Shipper Approval:Shipper: Radiate Energy LLC

Signature: _____

Title: _____

Transporter Approval:Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

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

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

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

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

1.2 Transportation Agreement: Rate Schedule FTS, Agreement No. 961558, dated March 27, 2025 (the "Transportation Agreement").

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

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

1.4 Negotiated Rate(s):

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

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

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

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

- a. ~~The daily index price for one of the following: (1) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 3 with the exception of Segment 370, 380, 390 and 400; or (2) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the delivery location is located on Segment 370 or 380, or (3) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily plus the ICE NG Firm Phys, ID, GDD REX Z3 (receipt) (Z5P) Daily Weighted Average Price, if the delivery is located on Segment 390 or 400 or (4) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the delivery location is located in Zone 2; or (5) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 100, 110 or 120; or (6) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the delivery location is located on Segments 150, 160 or 170; or (7) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the delivery location is located within Segments 130, 140, 600, 610, 620, 630, 640, 650.~~
- b. ~~Minus~~ **Minus** the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demare Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any

segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and

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

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

1.5 Eligible Primary Receipt Point(s):

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

1.6 Eligible Secondary Receipt Point(s):

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

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

1.7 Eligible Primary Delivery Point(s):

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

1.8 Eligible Secondary Delivery Point(s):

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

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

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

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

ROCKIES EXPRESS PIPELINE LLCRADIATE 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 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

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 25,000

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

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

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

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

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

10. RATES:

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

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

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

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

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

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

Incremental Facility Charge:

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

X None

Lump-sum payment of _____

Monthly fee of _____ through _____.

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

Yes

X No

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

Yes

X No

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

X Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

X Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: Concord Energy LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on October 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.

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 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
(215) 703-8602

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

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 10,000

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

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

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

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

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

10. ~~RATES:~~

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

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

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

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

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

~~Incremental Facility Charge:~~

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

~~☒ None~~

~~☐ Lump-sum payment of _____~~

~~☐ Monthly fee of _____ through _____.~~

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

~~_____ Yes~~

~~___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):~~

~~___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):~~

~~_____~~

~~Notice of ROFR Exercise: _____~~

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

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

~~(Check one):~~

~~___X___ Not Applicable~~

~~_____ Applicable (Complete the following):~~

~~Notice of Rollover Exercise:~~

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

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

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

~~*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@tallgrassenergyllp.com

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

Shipper Approval:

Shipper: Uniper Global Commodities North America LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on 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 ~~**Transportation Agreement:**~~ Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 960826, dated October 23, 2024 (the “Transportation Agreement”).

FTS using REX Zone 3 Capacity Enhancement Project capacity	November 1, 2024 – March 31, 2025
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 \$16.00500 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 — **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 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in the Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) stated in Section 1.4, plus any additional incremental charge(s) identified herein.~~
- ~~2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's FERC Tariff shall apply to service provided to Shipper under the Transportation Agreement.~~
- ~~2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

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 _____ UNIPER GLOBAL COMMODITIES
_____ NORTH AMERICA 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
X Other: PRODUCER

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 40,000

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>11/01/2025 - 10/31/2027</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>40,000</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>11/01/2025 - 10/31/2027</u>	<u>44413</u>	<u>NGPL/REX</u> <u>MOULTRIE</u>	<u>30,000</u>	<u>NO</u>
	<u>44424</u>	<u>DOMINION/REX</u> <u>CLAR MONROE</u>	<u>10,000</u>	<u>NO</u>

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

10. RATES:

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

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

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

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

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

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

Incremental Facility Charge:

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

X None

Lump-sum payment of _____

Monthly fee of _____ through _____.

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

Yes

X No

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

Yes

X No

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

X Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

X Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

Shipper Approval:

Shipper: ConocoPhillips Company

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on 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.

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

LOUISVILLE, KY 40220

(502) 494-1763

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

brian.franz@constellation.com3. ~~TERM OF SERVICE:~~~~(Date, Period of Time or Event):~~ November 1, 2024~~to~~~~(Date, Period of Time or Event):~~ October 31, 20254. ~~SHIPPER'S STATUS:~~~~Local Distribution Company~~~~Intrastate Pipeline Company~~~~Interstate Pipeline Company~~~~X~~ Other: MARKETER5. ~~TRANSPORTATION ON BEHALF OF:~~~~Local Distribution Company~~~~Intrastate Pipeline Company~~~~Interstate Pipeline Company~~~~X~~ Other: SHIPPER6. ~~RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~~~(Date, Period of Time or Event)~~ ~~MDQ~~November 1, 2024 - October 31, 2025 20,0007. ~~PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>11/01/2024 - 03/31/2025</u>	<u>60060</u>	<u>OHIO RIVER SYSTEM/REX BEARWALLOW MON</u>	<u>20,000</u>	<u>NO</u>
<u>04/01/2025 - 10/31/2025</u>	<u>43493</u>	<u>REX/REX MEEKER HUB POOL RIO BLANCO</u>	<u>20,000</u>	<u>NO</u>

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

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
11/01/2024 – 03/31/2025	42234D	WHITE RI/REX MEEKER RIO BLANCO DELIVERY	20,000	NO
04/01/2025 – 10/31/2025	60148	TGT/REX JOHNSON	20,000	NO

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

10. ~~RATES:~~

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

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

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

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

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

~~Incremental Facility Charge:~~

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

~~☒ None~~

~~☐ Lump-sum payment of _____~~

~~☐ Monthly fee of _____ through _____.~~

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

Cheyenne Expansion Project):

~~_____~~ Yes

~~—X—~~ No

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

~~—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):

~~_____~~

~~Notice of ROFR Exercise: _____~~

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

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

~~(Check one):~~

~~—X—~~ Not Applicable

~~_____~~ Applicable (Complete the following):

~~Notice of Rollover Exercise:~~

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

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

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

~~* 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.~~

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

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

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

Shipper Approval:

Shipper: Constellation Energy Generation, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on 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 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 960827, dated SRF Base Agreement Acceptance Date—Month Day, Year (the “Transportation Agreement”).~~

FTS using REX Zone 3 Capacity Enhancement Project capacity	November 1, 2024—March 31, 2025
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 — General Negotiated Rate Limitations. The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in the Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) stated in Section 1.4, plus any additional incremental charge(s) identified herein.

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

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

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

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

ROCKIES EXPRESS PIPELINE LLC _____ CONSTELLATION ENERGY
GENERATION, LLC _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Reserved for future use.

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

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

~~☒ effective November 1, 2024 and is the original contract.~~

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

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

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

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

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~~

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 10,000~~

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

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

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

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

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

10. ~~RATES:~~

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

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

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

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

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

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

~~Incremental Facility Charge:~~

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

~~☒ None~~

~~_____ Lump-sum payment of _____~~

~~_____ Monthly fee of _____ through _____.~~

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

~~_____ Yes~~

~~☒ No~~

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

~~☒ Yes~~

~~_____ No~~

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

~~Applicable charges per Tariff as may be assessed by Transporter.~~

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

~~(Check one):~~

~~☒ Not Applicable~~

~~_____ Applicable (Complete the following):~~

~~_____ Notice of ROFR Exercise: _____~~

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

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

~~(Check one):~~

~~_____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@tallgrassenergyllp.com~~

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

Shipper Approval:

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

Signature: _____

Title: _____

Transporter Approval:

Transporter: ~~Rockies Express Pipeline LLC~~

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on 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 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 960830, dated October 23, 2024 (the “Transportation Agreement”).~~

FTS using REX Zone 3 Capacity Enhancement Project capacity	November 1, 2024 – March 31, 2025
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.

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

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

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

~~_____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

ROCKIES EXPRESS PIPELINE LLC _____	CASTLETON COMMODITIES MERCHANT
_____	TRADING L.P.
_____	BY CASTLETON COMMODITIES
_____	TRADING GP LLC
_____	IT’S GENERAL PARTNER _____

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Reserved for future use.

**~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT~~
~~APPLICABLE TO FIRM TRANSPORTATION SERVICE~~
~~UNDER RATE SCHEDULE FTS~~**

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of 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)~~

~~☒ 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
☒ 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 1,000~~7. ~~PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>11/01/2024 – 03/31/2025</u>	<u>60065</u>	<u>RICE/REX</u> <u>GUNSLINGER</u> <u>MONROE</u>	<u>1,000</u>	<u>NO</u>
<u>04/01/2025 – 10/31/2025</u>	<u>42234</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u>	<u>1,000</u>	<u>NO</u>

8. ~~PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>11/01/2024 – 03/31/2025</u>	<u>42234D</u>	<u>WHITE RI/REX</u> <u>MEEKER RIO</u> <u>BLANCO</u> <u>DELIVERY</u>	<u>1,000</u>	<u>NO</u>
<u>04/01/2025 – 10/31/2025</u>	<u>60148</u>	<u>TGT/REX</u> <u>JOHNSON</u>	<u>1,000</u>	<u>NO</u>

9. ~~DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures.")~~: ~~There is no delivery pressure agreement.~~

10. ~~RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:~~

~~(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)~~

~~☒ None~~

~~☐ Lump-sum payment of _____~~

~~☐ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):~~

~~☐ Yes~~

~~☒ No~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):~~

~~☒ Yes~~

~~☐ No~~

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)~~

~~Applicable charges per Tariff as may be assessed by Transporter.~~

11. ~~RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~☒ Not Applicable~~

~~☐ Applicable (Complete the following):~~

~~_____ Per the Tariff, or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.~~

_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

* ~~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.~~

Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper: Vitol Inc.

Signature: _____

Title: _____

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 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 960831, dated SRF Base Agreement Acceptance Date — Month Day, Year (the “Transportation Agreement”).

FTS using REX Zone 3 Capacity Enhancement Project capacity	November 1, 2024 — March 31, 2025
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.

~~* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

- ~~2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in the Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) stated in Section 1.4, plus any additional incremental charge(s) identified herein.~~
- ~~2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's FERC Tariff shall apply to service provided to Shipper under the Transportation Agreement.~~
- ~~2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

~~REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

ROCKIES EXPRESS PIPELINE LLC _____ VITOL INC. _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Reserved for future use.

**~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS~~**

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of 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)~~

~~☒ 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

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.85 - NRA Reserved

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 Daily Quantity ("MDQ"):~~~~_____ (Date, Period of Time or Event) _____ MDQ~~~~November 1, 2024 – October 31, 2025 15,000~~~~7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>11/01/2024 – 03/31/2025</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>15,000</u>	<u>NO</u>
<u>04/01/2025 – 10/31/2025</u>	<u>42234</u>	<u>WHITE RI/REX MEEKER RIO BLANCO</u>	<u>15,000</u>	<u>NO</u>

~~8. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>11/01/2024 – 03/31/2025</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>15,000</u>	<u>NO</u>
<u>04/01/2025 – 10/31/2025</u>	<u>44416</u>	<u>ANR/REX SHELBY</u>	<u>15,000</u>	<u>NO</u>

9. ~~DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures.")~~: There is no delivery pressure agreement.

10. ~~RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:~~

~~(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)~~

~~☒ None~~

~~☐ Lump-sum payment of _____~~

~~☐ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):~~

~~☐ Yes~~

~~☒ No~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):~~

~~☒ Yes~~

~~☐ No~~

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)~~

~~Applicable charges per Tariff as may be assessed by Transporter.~~

11. ~~RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~☒ Not Applicable~~

~~☐ Applicable (Complete the following):~~

Notice of ROFR Exercise: _____

_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. ~~ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~_____~~ X Not Applicable

~~_____~~ Applicable (Complete the following):

Notice of Rollover Exercise:

_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ~~ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

~~*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@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:

Shipper: Eco-Energy Natural Gas, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on October 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

- 1.1 **Negotiated Rate Term:** From November 1, 2024 through October 31, 2025.
- 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 Project capacity	November 1, 2024 – March 31, 2025
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”).
- 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 \$15.26900 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”).

- 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 ~~**General Negotiated Rate Limitations.**~~ The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in the Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) stated in Section 1.4, plus any additional incremental charge(s) identified herein.
- 2.2 ~~**Applicable Maximum Rates, Charges, and Surcharges.**~~ Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's FERC Tariff shall apply to service provided to Shipper under the Transportation Agreement.
- 2.3 ~~**Capacity Releases.**~~ Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

ROCKIES EXPRESS PIPELINE LLC _____ ECO-ENERGY NATURAL GAS, LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Reserved for future use.

**~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS~~**

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of 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)~~

~~☒ 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
☒ Other: MARKETER~~

Rockies Express Pipeline LLC

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.86 - NRA Reserved

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 Daily Quantity ("MDQ"):~~~~_____ (Date, Period of Time or Event) _____ MDQ~~~~November 1, 2024 – October 31, 2025 30,000~~~~7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>11/01/2024 – 03/31/2025</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>30,000</u>	<u>NO</u>
<u>04/01/2025 – 10/31/2025</u>	<u>42234</u>	<u>WHITE RI/REX MEEKER RIO BLANCO</u>	<u>30,000</u>	<u>NO</u>

~~8. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>11/01/2024 – 03/31/2025</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>30,000</u>	<u>NO</u>
<u>04/01/2025 – 10/31/2025</u>	<u>45222</u>	<u>CLARINGTON HUB POOL</u>	<u>30,000</u>	<u>NO</u>

9. ~~DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures.")~~: There is no delivery pressure agreement.

10. ~~RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:~~

~~(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)~~

~~☒ None~~

~~☐ Lump-sum payment of _____~~

~~☐ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):~~

~~☐ Yes~~

~~☒ No~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):~~

~~☒ Yes~~

~~☐ No~~

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)~~

~~Applicable charges per Tariff as may be assessed by Transporter.~~

11. ~~RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~☒ Not Applicable~~

~~☐ Applicable (Complete the following):~~

Notice of ROFR Exercise: _____

_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. ~~ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~_____~~ X Not Applicable

~~_____~~ Applicable (Complete the following):

Notice of Rollover Exercise:

_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ~~ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

~~*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@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:

Shipper: DRW Energy Trading LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on 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 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 960835, dated October 23, 2024 (the “Transportation Agreement”).

FTS using REX Zone 3 Capacity Enhancement Project capacity	November 1, 2024 – March 31, 2025
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.

* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

- 2.1 ~~**General Negotiated Rate Limitations.**~~ The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in the Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) stated in Section 1.4, plus any additional incremental charge(s) identified herein.
- 2.2 ~~**Applicable Maximum Rates, Charges, and Surcharges.**~~ Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's FERC Tariff shall apply to service provided to Shipper under the Transportation Agreement.
- 2.3 ~~**Capacity Releases.**~~ Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

ROCKIES EXPRESS PIPELINE LLC _____ DRW ENERGY TRADING LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Reserved for future use.

**~~FTS FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FTS~~**

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of 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)~~

~~☒ 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
_____ 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

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.87 - NRA Reserved

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 Daily Quantity ("MDQ"):~~~~_____ (Date, Period of Time or Event) _____ MDQ~~~~December 1, 2024 – October 31, 2025 14,500~~~~7. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):~~

(Date, Period of Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>12/01/2024 – 03/31/2025</u>	<u>60060</u>	<u>OHIO RIVER SYSTEM/REX BEARWALLOW MON</u>	<u>14,500</u>	<u>NO</u>
<u>04/01/2025 – 10/31/2025</u>	<u>42234</u>	<u>WHITE RI/REX MEEKER RIO BLANCO</u>	<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)
<u>12/01/2024 – 03/31/2025</u>	<u>42234D</u>	<u>WHITE RI/REX MEEKER RIO BLANCO DELIVERY</u>	<u>14,500</u>	<u>NO</u>
<u>04/01/2025 – 10/31/2025</u>	<u>60148</u>	<u>TGT/REX JOHNSON</u>	<u>14,500</u>	<u>NO</u>

9. ~~DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures.")~~: There is no delivery pressure agreement.

10. ~~RATES:~~

~~Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.~~

~~Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)~~

~~Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.~~

~~Incremental Facility Charge:~~

~~(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)~~

~~☒ None~~

~~☐ Lump-sum payment of _____~~

~~☐ Monthly fee of _____ through _____.~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):~~

~~☐ Yes~~

~~☒ No~~

~~Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):~~

~~☒ Yes~~

~~☐ No~~

~~Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)~~

~~Applicable charges per Tariff as may be assessed by Transporter.~~

11. ~~RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~☒ Not Applicable~~

~~☐ Applicable (Complete the following):~~

Notice of ROFR Exercise: _____

_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. ~~ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).~~

~~(Check one):~~

~~_____~~ X Not Applicable

~~_____~~ Applicable (Complete the following):

Notice of Rollover Exercise:

_____ Per the Tariff; or _____ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ~~ADDITIONAL TERMS PERMITTED BY TARIFF:~~

~~The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:~~

~~*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:~~

~~Rockies Express Pipeline LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: REX@tallgrassenergyllp.com~~

~~IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.~~

Shipper Approval:

Shipper: Vitol Inc.

Signature: _____

Title: _____

Transporter Approval:

Transporter: Rockies Express Pipeline LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on November 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 **Transportation Agreement:** Rate Schedule FTS (using REX Zone 3 Capacity Enhancement Project capacity), Agreement No. 960959, dated November 19, 2024 (the “Transportation Agreement”).

FTS using REX Zone 3 Capacity Enhancement Project capacity	December 1, 2024 – March 31, 2025
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:** 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

~~General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall pay a Cheyenne Hub Incremental Facilities volumetric FTS reservation rate of \$0.0765/dth.~~

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

- ~~2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by REX under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement. For any aggregate quantities transported under the Transportation Agreement (including transportation under capacity release of the same) not satisfying each of the parameters specified in the Article 1, REX shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement within the terms of Article 1, REX shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) stated in Section 1.4, plus any additional incremental charge(s) identified herein.~~
- ~~2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by REX, all applicable maximum rates, incremental facilities rates, charges, surcharges, fees, and penalties of any nature set forth in REX's FERC Tariff shall apply to service provided to Shipper under the Transportation Agreement.~~
- ~~2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~

~~_____ REX and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.~~

ROCKIES EXPRESS PIPELINE LLC _____ VITOL INC. _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____