



**Rockies Express Pipeline LLC**

December 10, 2025

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

Re: Rockies Express Pipeline LLC  
Negotiated Rate Agreement Amendment  
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 January 1, 2026:

<u>Section Name</u>	<u>Section Version</u>
<b>Third Revised Volume No. 1</b> Negotiated Rates – 4	142.0.0
<b>Original Volume – The Book of Contracts</b> Section 4.70 – NRA Duke K# 957540	3.0.0

Pursuant to Part 154 of the Commission’s regulations,<sup>1</sup> 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, this filing is being made to reflect one amended and restated negotiated rate transportation service agreement (“TSA”), replacing the on-file transportation service agreement with Duke Energy Indiana, LLC, (“Duke”), Contract No 957540. The changes to the amended and

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<sup>1</sup> 18 CFR § 154 (2025).

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restated contract are limited to the term of service and the negotiated rate. No other changes are being proposed.

The amendment to Contract No 957540, a copy of which is attached hereto, has an effective date of January 1, 2026. Rockies Express is filing the amended and restated TSA together with the Proposed Tariff Sections, which set forth the shipper's name and contract terms.

Rockies Express requests that the Commission accept this filing and permit the Proposed Tariff Sections set forth herein to become effective on January 1, 2026, consistent with the effective date of the TSA.

### **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 January 1, 2026:

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

##### **Negotiated Rates – 4, Version No. 142.0.0**

- Footnote No. 9: Add the appropriate docket number to the footnote.

### **Procedural Matters**

Rockies Express respectfully requests waiver of the 30-day notice requirement in 18 CFR § 154.207, as necessary, so that the Proposed Tariff Sections submitted herewith may become effective on January 1, 2026. Approval of this requested waiver is in the public interest where no other shipper will be harmed and the needs of consumers are met. The Commission, in its Policy Statement, stated that it would readily grant requests to waive the 30-day notice requirement of 18 CFR § 154.207.<sup>2</sup>

Pursuant to the Commission's regulations, Rockies Express is submitting this filing via electronic filing. Rockies Express requests that the Commission grant all waivers of its regulations necessary for the Proposed Tariff Sections to become effective on January 1, 2026. 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.

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<sup>2</sup> See Policy Statement, 74 FERC ¶ 61,076 at pp. 61,241-42; see also *Gulfstream Natural Gas System, L.L.C.*, 107 FERC ¶ 61,189, P 8 (2004).

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### **Communications and Service**

Rockies Express requests that all Commission orders and correspondence, as well as pleadings and correspondence by other parties concerning this filing, be served on each of the following:

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

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

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

### **Certification**

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

Respectfully submitted,



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

Authorized Representative of Rockies Express Pipeline LLC

## **Clean Tariff Records**

**STATEMENT OF NEGOTIATED RATES**

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

# Rockies Express Pipeline LLC

FERC Gas Tariff

Third Revised Volume No. 1

Negotiated Rates - 4  
Section Version: 142.0.0

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 – <b>35,200</b>  3-1-22 to 6-30-22 – <b>15,920</b>  7-1-22 to 3-31-28 – <b>49,500</b>	<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 – <b>20,000</b>  10-1-21 to 10-31-21 – <b>5,000</b>  11-1-21 to 11-30-21 – <b>0</b>  12-1-21 to 3-31-22 – <b>95,000</b>  4-1-22 to 3-31-34 – <b>20,000</b>	<u>14/</u>	<u>14/</u>	<u>14/</u>	<u>14/</u>

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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
EQT Energy, LLC	955662-02 (FT)	September 1, 2021 March 31, 2034	9-1-21 to 9-30-21 – <b>0</b> 10-1-21 to 10-31-21 – <b>200,000</b> 11-1-21 to 11-30-21 – <b>205,000</b> 12-1-21 to 3-31-22 – <b>110,000</b> 4-1-22 to 3-31-34 – <b>185,000</b>	<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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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 – <b>20,000</b> 4-1-24 to 10-31-24 – <b>0</b> 11-1-24 to 3-31-25 – <b>20,000</b> 4-1-25 to 10-31-25 – <b>0</b> 11-1-25 to 3-31-26 – <b>20,000</b>	<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 – <b>50,000</b>  11-1-21 to 11-30-21 – <b>30,000</b>  12-1-21 to 2-28-22 – <b>0</b>  3-1-22 to 3-31-22 – <b>30,000</b>  4-1-22 to 10-31-22 – <b>50,000</b>  11-1-22 to 11-30-22 – <b>30,000</b>  12-1-22 to 2-28-23 – <b>0</b>  3-1-23 to 3-31-23 – <b>30,000</b>  4-1-23 to 10-31-23 – <b>50,000</b>  11-1-23 to 11-30-23 – <b>30,000</b>  12-1-23 to 2-29-24 – <b>0</b>  3-1-24 to 3-31-24 – <b>30,000</b>  4-1-24 to 10-31-24 – <b>50,000</b>  11-1-24 to 3-31-26 – <b>20,000</b>	<u>11/</u>	<u>11/</u>	<u>11/</u>	<u>11/</u>

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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)	January 1, 2025 December 31, 2035	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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Union Electric Company, D/B/A Ameren Missouri	960682 (FT)	November 1, 2024 March 31, 2027	11-1-24 to 3-31-25 – <b>25,000</b> 4-1-25 to 10-31-25 – <b>0</b> 11-1-25 to 3-31-26 – <b>25,000</b> 4-1-26 to 10-31-26 – <b>0</b> 11-1-26 to 3-31-27 – <b>25,000</b>	<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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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 – <b>0</b> 11-1-25 to 3-31-26 – <b>60,000</b> 4-1-26 to 10-31-26 – <b>0</b> 11-1-26 to 3-31-27 – <b>60,000</b> 4-1-27 to 10-31-27 – <b>0</b> 11-1-27 to 3-31-28 – <b>60,000</b>	<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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Castleton Commodities Merchant Trading L.P.	961299 (PALS)	November 14, 2025 March 31, 2026	20,000	9/	9/	9/	9/
Indianapolis Power & Light Company	961311 (FT)	April 1, 2025 March 31, 2035	150,000	32/	32/	32/	32/
Twin Eagle Resource Management, LLC	961435 (FT)	April 1, 2025 October 31, 2027	10,000	32/	32/	32/	32/
Stanchion Gas Marketing, LLC	961436 (FT)	April 1, 2025 June 30, 2027	30,000	32/	32/	32/	32/
TC Energy Marketing Inc	961437 (FT)	April 1, 2025 March 31, 2027	20,000	32/	32/	32/	32/
Koch Energy Services, LLC	961438 (FT)	April 1, 2025 March 31, 2028	30,000	32/	32/	32/	32/
Mieco, Inc.	961439 (FT)	April 1, 2025 October 31, 2027	7,500	32/	32/	32/	32/
Morgan Stanley Capital Group Inc	961440 (FT)	April 1, 2025 June 30, 2027	10,000	32/	32/	32/	32/
Morgan Stanley Capital Group Inc	961567 (FT)	May 1, 2025 March 31, 2028	10,000	17/	17/	17/	17/
Twin Eagle Resource Management, LLC	961568 (FT)	May 1, 2025 March 31, 2028	10,000	17/	17/	17/	17/
Glencore, LTD.	961571 (FT)	May 1, 2025 March 31, 2028	5,000	17/	17/	17/	17/
Six One Commodities LLC	961574 (FT)	May 1, 2025 March 31, 2028	10,000	17/	17/	17/	17/
EDF Trading North America, LLC	961583 (FT)	May 1, 2025 March 31, 2028	6,500	17/	17/	17/	17/

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 and further amended on December 10, 2025 at Docket No. RP26-\_\_\_\_.

7/ This information is set out in the negotiated rate agreement filed with the Commission on November 30, 2020 at Docket No. RP21-267.

8/ This information is set out in the negotiated rate agreement filed with the Commission on June 20, 2024 at Docket No. RP24-835.

9/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2025 at Docket No. RP25-787 and further amended on November 14, 2025 at Docket No. RP26-196.

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. RP26-149.
- 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.

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of January 27, 2025, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

effective and is the original contract.

X effective on the first day of the month following the in-service date of the REX Facilities (as defined below) or (ii) November 1, 2023. Transporter will provide Shipper with written notice of the actual in-service date of the REX Facilities. REX Facilities means the 12-inch pipeline known as the DEI Madison Lateral that runs approximately 1 mile from the REX mainline to the Duke Energy Indiana Madison Power Plant, a 20-inch tap on the REX Mainline, and a dual 8-inch meter station and appurtenant facilities.

this Amendment No. 1 amends and restates

FTS Contract No. 957540 effective March 1, 2023

Capacity rights for this Agreement were permanently released from \_\_\_\_\_.

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

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

**3. TERM OF SERVICE:**

(Date, Period-of-Time or Event): Effective on the first day of the month following the later of (i) the in-Service Date of the REX Facilities or (ii) November 1, 2023  
to

(Date, Period-of-Time or Event): The date that is ten (10) years from the first day of the month following the in-service date of the Additional REX Facilities (the “End Date”). “Additional REX Facilities” shall mean regulators, line heaters and pressure protection being added to the existing interconnection between the Parties.

**4. SHIPPER'S STATUS:**

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

**5. TRANSPORTATION ON BEHALF OF:**

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

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

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

Effective on the first day of the month 50,000  
following the later of (i) the in-service  
date of the REX Facilities (as defined in  
section 1) or (ii) November 1, 2023 to the  
End Date

**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</u> <u>(Yes or No)</u>

<u>Effective on the first day of the month following the later of (i) the in-service date of the REX Facilities (as defined in section 1) or (ii) November 1, 2023 to the End Date</u>	<u>44416</u>	<u>ANR/REX SHELBY</u>	<u>50,000</u>	<u>YES</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>Effective on the first day of the month following the later of (i) the in-service date of the REX Facilities (as defined in section 1) or (ii) November 1, 2023 to the End Date</u>	<u>60783</u>	<u>REX/DEI MADISON STATION</u>	<u>50,000</u>	<u>NO</u>

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

10. RATES:

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

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

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

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

Incremental Facility Charge:

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

None

Lump-sum payment of \_\_\_\_\_

Monthly fee of \_\_\_\_\_ through \_\_\_\_\_

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

Yes

No

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

Yes

No

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

Not Applicable

Applicable (Complete the following):

## Notice of Rollover Exercise:

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

## 13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

Rockies Express Pipeline LLC  
Commercial Operations  
370 Van Gordon Street  
Lakewood, CO 80228  
e-mail: [REX@tallgrassenergylp.com](mailto:REX@tallgrassenergylp.com)

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

**Shipper Approval:**Shipper: Duke Energy Indiana, LLC

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**Transporter Approval:**Transporter: Rockies Express Pipeline LLC

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**FIRM TRANSPORTATION  
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on January 27, 2025 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Duke Energy Indiana, LLC** (“Shipper”). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Negotiated Rate Agreement between the parties hereto, dated March 1, 2023, 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:** This Rate Agreement is effective on the first day of the month following the in-service date of the Additional REX Facilities (as defined below)(the “Effective Date”) to the date that is ten (10) years from the Effective Date. “Additional REX Facilities” shall mean regulators, line heaters and pressure protection being added to the existing interconnection between the Parties.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 957540, dated January 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:** 50,000 dekatherms per day (“Dth/d”).

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

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of (i) \$4.86667 per dekatherm per month (“Dth/m”) for the first eighteen (18) months of the Negotiated Rate Term and (ii) \$7.14792 Dth/m for the remainder of the Negotiated Rate Term 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):**

<u>NAME</u>	<u>LOCATION</u>
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ZONE 3 DELIVERED POOL POINT	60503
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**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>
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NONE
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**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.

2.4 **Credit Provisions.** Shipper must establish and maintain credit with REX per section 13 of the Tariff's General Terms and Conditions (GTCs). If REX determines Shipper is non-creditworthy under section 13.1(A) of the GTCs, Shipper shall provide security, as outlined in section 13.1(B) of the GTCs, within ten (10) days from the signing of this agreement. Such security shall be in an amount equal to the construction cost of the facilities, and as REX recovers the cost of the facilities through its rates, the security required shall be reduced accordingly.

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. Each of REX and Shipper agrees that the Electronic Signatures, whether digital or encrypted, of the parties to this Rate Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. "Electronic Signatures" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

ROCKIES EXPRESS PIPELINE LLC

DUKE ENERGY INDIANA, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **Marked Tariff Records**

**STATEMENT OF NEGOTIATED RATES**

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

# Rockies Express Pipeline LLC

FERC Gas Tariff

Third Revised Volume No. 1

Negotiated Rates - 4  
Section Version: 142.0.0

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 – <b>35,200</b>  3-1-22 to 6-30-22 – <b>15,920</b>  7-1-22 to 3-31-28 – <b>49,500</b>	<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 – <b>20,000</b>  10-1-21 to 10-31-21 – <b>5,000</b>  11-1-21 to 11-30-21 – <b>0</b>  12-1-21 to 3-31-22 – <b>95,000</b>  4-1-22 to 3-31-34 – <b>20,000</b>	<u>14/</u>	<u>14/</u>	<u>14/</u>	<u>14/</u>

# Rockies Express Pipeline LLC

FERC Gas Tariff

Third Revised Volume No. 1

Negotiated Rates - 4  
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Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
EQT Energy, LLC	955662-02 (FT)	September 1, 2021 March 31, 2034	9-1-21 to 9-30-21 – <b>0</b> 10-1-21 to 10-31-21 – <b>200,000</b> 11-1-21 to 11-30-21 – <b>205,000</b> 12-1-21 to 3-31-22 – <b>110,000</b> 4-1-22 to 3-31-34 – <b>185,000</b>	<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>

**Rockies Express Pipeline LLC**

FERC Gas Tariff

Third Revised Volume No. 1

Negotiated Rates - 4  
Section Version: 142.0.0

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 – <b>20,000</b> 4-1-24 to 10-31-24 – <b>0</b> 11-1-24 to 3-31-25 – <b>20,000</b> 4-1-25 to 10-31-25 – <b>0</b> 11-1-25 to 3-31-26 – <b>20,000</b>	<u>16/</u>	<u>16/</u>	<u>16/</u>	<u>16/</u>

# Rockies Express Pipeline LLC

FERC Gas Tariff

Third Revised Volume No. 1

Negotiated Rates - 4  
Section Version: 142.0.0

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 – <b>50,000</b>  11-1-21 to 11-30-21 – <b>30,000</b>  12-1-21 to 2-28-22 – <b>0</b>  3-1-22 to 3-31-22 – <b>30,000</b>  4-1-22 to 10-31-22 – <b>50,000</b>  11-1-22 to 11-30-22 – <b>30,000</b>  12-1-22 to 2-28-23 – <b>0</b>  3-1-23 to 3-31-23 – <b>30,000</b>  4-1-23 to 10-31-23 – <b>50,000</b>  11-1-23 to 11-30-23 – <b>30,000</b>  12-1-23 to 2-29-24 – <b>0</b>  3-1-24 to 3-31-24 – <b>30,000</b>  4-1-24 to 10-31-24 – <b>50,000</b>  11-1-24 to 3-31-26 – <b>20,000</b>	<u>11/</u>	<u>11/</u>	<u>11/</u>	<u>11/</u>

# Rockies Express Pipeline LLC

FERC Gas Tariff

Third Revised Volume No. 1

Negotiated Rates - 4  
Section Version: 142.0.0

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)	<u>December 1, 2023</u> <u>January 1, 2025</u> <u>December 31, 2035</u> <u>November 30, 2033</u>	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>

# Rockies Express Pipeline LLC

FERC Gas Tariff

Third Revised Volume No. 1

Negotiated Rates - 4  
Section Version: 142.0.0

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 – <b>25,000</b> 4-1-25 to 10-31-25 – <b>0</b> 11-1-25 to 3-31-26 – <b>25,000</b> 4-1-26 to 10-31-26 – <b>0</b> 11-1-26 to 3-31-27 – <b>25,000</b>	<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/

# Rockies Express Pipeline LLC

FERC Gas Tariff

Third Revised Volume No. 1

Negotiated Rates - 4  
Section Version: 142.0.0

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 – <b>0</b> 11-1-25 to 3-31-26 – <b>60,000</b> 4-1-26 to 10-31-26 – <b>0</b> 11-1-26 to 3-31-27 – <b>60,000</b> 4-1-27 to 10-31-27 – <b>0</b> 11-1-27 to 3-31-28 – <b>60,000</b>	<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>

# Rockies Express Pipeline LLC

FERC Gas Tariff

Third Revised Volume No. 1

Negotiated Rates - 4  
Section Version: 142.0.0

Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Castleton Commodities Merchant Trading L.P.	961299 (PALS)	November 14, 2025 March 31, 2026	20,000	9/	9/	9/	9/
Indianapolis Power & Light Company	961311 (FT)	April 1, 2025 March 31, 2035	150,000	32/	32/	32/	32/
Twin Eagle Resource Management, LLC	961435 (FT)	April 1, 2025 October 31, 2027	10,000	32/	32/	32/	32/
Stanchion Gas Marketing, LLC	961436 (FT)	April 1, 2025 June 30, 2027	30,000	32/	32/	32/	32/
TC Energy Marketing Inc	961437 (FT)	April 1, 2025 March 31, 2027	20,000	32/	32/	32/	32/
Koch Energy Services, LLC	961438 (FT)	April 1, 2025 March 31, 2028	30,000	32/	32/	32/	32/
Mieco, Inc.	961439 (FT)	April 1, 2025 October 31, 2027	7,500	32/	32/	32/	32/
Morgan Stanley Capital Group Inc	961440 (FT)	April 1, 2025 June 30, 2027	10,000	32/	32/	32/	32/
Morgan Stanley Capital Group Inc	961567 (FT)	May 1, 2025 March 31, 2028	10,000	17/	17/	17/	17/
Twin Eagle Resource Management, LLC	961568 (FT)	May 1, 2025 March 31, 2028	10,000	17/	17/	17/	17/
Glencore, LTD.	961571 (FT)	May 1, 2025 March 31, 2028	5,000	17/	17/	17/	17/
Six One Commodities LLC	961574 (FT)	May 1, 2025 March 31, 2028	10,000	17/	17/	17/	17/
EDF Trading North America, LLC	961583 (FT)	May 1, 2025 March 31, 2028	6,500	17/	17/	17/	17/

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 and further amended on December 10, 2025 at Docket No. RP26-.

7/ This information is set out in the negotiated rate agreement filed with the Commission on November 30, 2020 at Docket No. RP21-267.

8/ This information is set out in the negotiated rate agreement filed with the Commission on June 20, 2024 at Docket No. RP24-835.

9/ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2025 at Docket No. RP25-787 and further amended on November 14, 2025 at Docket No. RP26-196.

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. RP26-149.
- 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.

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of January 27, 2025~~March 1, 2023~~, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

effective and is the original contract.

X effective on the first day of the month following the later of (i) the ~~in-service date of the REX Facilities (as defined below) or (ii) November 1, 2023. Transporter will provide Shipper with written notice of the actual in-service date of the REX Facilities. REX Facilities means the 12-inch pipeline known as the DEI Madison Lateral that runs approximately 1 mile from the REX mainline to the Duke Energy Indiana Madison Power Plant, a 20-inch tap on the REX Mainline, and a dual 8-inch meter station and appurtenant facilities~~ and is the original contract.

effective , this Amendment No. 1 amends and restates FTS Contract No. 957540 effective March 1, 2023

Capacity rights for this Agreement were permanently released from \_\_\_\_\_.

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

DUKE ENERGY INDIANA, LLC  
ATTN: Contract Administration  
525 S. TYRON STREET~~526 S. CHURCH STREET~~  
(EC02F)  
CHARLOTTE, NC 28202  
(800) 653-5307  
contract.admin@duke-energy.com

## 3. TERM OF SERVICE:

(Date, Period-of-Time or Event): Effective on the first day of the month following the later of (i) the in-Service Date of the REX Facilities or (ii) November 1, 2023 (as defined in section 1) to

(Date, Period-of-Time or Event): The date that is ten (10) years from the Effective Date first day of the month following the in-service date of the Additional REX Facilities (the “End Date”). “Additional REX Facilities” shall mean regulators, line heaters and pressure protection being added to the existing interconnection between the Parties.

## 4. SHIPPER'S STATUS:

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

## 5. TRANSPORTATION ON BEHALF OF:

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

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

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

Effective on the first day of the month following the later of (i) the in-service date of the REX Facilities (as defined in section 1) or (ii) November 1, 2023 to the date that is ten (10) years from the Effective End Date

## 7. PRIMARY FTS RECEIPT POINTS &amp; 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>Effective on the first day of the month following the later of (i) the in-service date of the REX Facilities (as defined in section 1) or (ii) November 1, 2023 to the date that is ten (10) years from the Effective End Date</u>	44416	ANR/REX SHELBY	50,000	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)
<u>Effective on the first day of the month following the later of (i) the in-service date of the REX Facilities (as defined in section 1) or (ii) November 1, 2023 to the date that is ten (10) years from the Effective End Date</u>	60783	<u>REX/DEI MADISON STATION</u>	50,000	<u>NO</u>

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

**10. RATES:**

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

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

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

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

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

Incremental Facility Charge:

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

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@tallgrassenergylp.com](mailto:REX@tallgrassenergylp.com)

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

**Shipper Approval:**

Shipper: Duke Energy Indiana, LLC

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## **FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement ("Rate Agreement") is entered into on January 27, 2025~~March 1, 2023~~ ("Agreement Date") by and between **Rockies Express Pipeline LLC** ("REX") and **Duke Energy Indiana, LLC** ("Shipper"). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Negotiated Rate Agreement between the parties hereto, dated March 1, 2023, 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:** This Rate Agreement is effective on the first day of the month following the ~~later of (i) the~~ in-service date of the Additional REX Facilities (as defined below) ~~or (ii) November 1, 2023 (as applicable,~~ the "Effective Date") to the date that is ten (10) years from the Effective Date. Additional REX Facilities ~~shall mean regulators, line heaters and pressure protection being added to the existing interconnection between the Parties.~~ means the 12-inch pipeline known as the DEI Madison Lateral that runs approximately 1 mile from the REX mainline to the Duke Energy Indiana Madison Power Plant, a 20-inch tap on the REX Mainline, and a dual 8-inch meter station and appurtenant facilities. ~~REX will provide Shipper with written notice of the in-service date.~~
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 957540, dated January 27, 2025~~March 1, 2023~~ (the "Transportation Agreement").

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

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

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of (i) \$4.86667 per dekatherm

per month ("Dth/m") for the first eighteen (18) months of the Negotiated Rate Term and (ii) \$7.14792 Dth/m for the remainder of the Negotiated Rate Term 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):**

<u>NAME</u>	<u>LOCATION</u>
ZONE 3 DELIVERED POOL POINT	60503

**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>
NONE	

## **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.

2.4 **Credit Provisions.** Shipper must establish and maintain credit with REX per section 13 of the Tariff's General Terms and Conditions (GTCs). If REX determines Shipper is non-creditworthy under section 13.1(A) of the GTCs, Shipper shall provide security, as outlined in section 13.1(B) of the GTCs, within ten (10) days from the signing of this agreement. Such security shall be in an amount equal to the construction cost of the facilities, and as REX recovers the cost of the facilities through its rates, the security required shall be reduced accordingly.

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. Each of REX and Shipper agrees that the Electronic Signatures, whether digital or encrypted, of the parties to this Rate Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. "Electronic Signatures" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

ROCKIES EXPRESS PIPELINE LLC

DUKE ENERGY INDIANA, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_