



Rockies Express Pipeline LLC

March 31, 2026

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 and Amendments  
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 April 1, 2026:

<u>Section Name</u>	<u>Section Version</u>
<b>Third Revised Volume No. 1</b>	
Negotiated Rates – 4	147.0.0
<b>Original Volume – The Book of Contracts</b>	
Section 2 – Table of Contents – Book of Contracts	164.0.0
Section 4.12 – NRA Hartree K# 962236	18.0.0
Section 4.49 – NRA Mico K# 962881	17.0.0
Section 4.54 – NRA Radiate K# 962882	6.0.0
Section 4.57 – NRA Spire K# 958854	16.0.0
Section 4.58 – NRA Tenaska K# 962929	16.0.0
Section 4.60 – NRA Twin Eagle K# 963014	6.0.0
Section 4.61 – NRA Castleton K# 963100	15.0.0
Section 4.62 – NRA Castleton K# 963101	3.0.0
Section 4.68 – NRA Castleton K# 963102	10.0.0
Section 4.69 – NRA Reserved	10.0.0
Section 4.75 – NRA Koch K# 961438	2.0.0
Section 4.84 – NRA Reserved	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, Rockies Express is submitting this instant filing to implement eight new negotiated rate transportation service agreements ("TSAs") between Rockies Express and:

Hartree Partners L.P., ("Hartree"), Contract No. 962236

Mieco, Inc., ("Mieco"), Contract No. 962881

Radiate Energy LLC, ("Radiate"), Contract No. 962882

Tenaska Marketing Ventures, ("Tenaska"), Contract No. 962929

Twin Eagle Resource Management, LLC, ("Twin Eagle"), Contract No. 963014

Castleton Commodities Merchant Trading L.P., ("Castleton"), Contract Nos. 963100, 963101, and 963102

Copies of the TSAs are attached hereto. The contracts have an effective date of April 1, 2026. Pursuant to Section 33 of the General Terms and Conditions of its Tariff, Rockies Express has authority to negotiate rates in accordance with the Commission's Policy Statement on the Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Pipelines ("Policy Statement").<sup>2</sup> This policy requires either the filing of the negotiated rate agreement or a tariff section reflecting the essential elements of the negotiated rate agreement.

Accordingly, Rockies Express herein files eight new TSAs, together with the Proposed Tariff Sections, of which the tariff section labeled "Negotiated Rates – 4," Section Version No. 147.0.0, lists the subject agreements, including, *inter alia*, the shippers' names, contract numbers, and contract terms, as well as a reference to this instant filing.

Rockies Express hereby affirms that the TSAs identified above do not deviate in any material respect from the form of service agreement in the Tariff. Rockies Express is proposing that the tendered tariff records be accepted for filing and made effective on April 1, 2026, consistent with the effective date of the TSAs.

Additionally, Rockies Express is submitting two amended and restated negotiated rate TSAs. Rockies Express will be replacing the on-file transportation service agreements with Spire Missouri Inc.,

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<sup>1</sup> 18 CFR § 154 (2025).

<sup>2</sup> *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").

("Spire"), and Koch Energy Services, LLC, ("Koch"), Contract Nos. 958854 and 961438, respectively. The changes in the TSAs are limited to changes in the term of service, primary delivery points, maximum delivery quantities and rate.

The amendments to Contract Nos. 958854 and 961438, copies of which are attached hereto, have an effective date of April 1, 2026. Rockies Express is filing the amended and restated TSAs together with the Proposed Tariff Sections, which set forth the shippers' names and contract terms.

### **Housekeeping Matters**

As part of this filing, Rockies Express is also reflecting in the Proposed Tariff Sections the following housekeeping changes, with a proposed effective date of April 1, 2026:

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

##### Negotiated Rates – 4, Version No. 147.0.0

- Footnote 30: Add the appropriate docket number to the footnote.
- Remove footnotes 11 and 27 and reserve for future use.
- Remove references to Contract Nos. 954204, 956480, 961297, 961298, 961299, 962254, 962255, 962256, and 962257, as they expire on March 31, 2026.
- Remove reference to Contract No. 962756 as the contract expired on January 31, 2026.

#### **Original Volume – The Book of Contracts**

##### Section 2 – Table of Contents – Book of Contracts, Version 164.0.0

- Remove references to Contract Nos. 954204, 956480, 961297, 961298, 961299, 962254, 962255, and 962256, as they expire on March 31, 2026.
- Remove reference to Contract No. 962257 as the contract expires on March 31, 2026, and reserve for future use.
- Remove reference to Contract No. 962756 as the contract expired on January 31, 2026, and reserve for future use.

##### Section 4.69 – NRA Reserved, Version 10.0.0

- Remove Contract No. 962257, as the contract expires on March 31, 2026, and reserve for future use.

##### Section 4.84 – NRA Reserved, Version 3.0.0

- Remove Contract No. 962756, as the contract expires on January 31, 2026, and reserve for future use.

### **Procedural Matters**

Rockies Express respectfully requests waiver of the 30-day notice requirement in 18 CFR § 154.207, as necessary, so that the Proposed Tariff Sections submitted herewith may become effective on April 1, 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>3</sup>

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

### **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

Jeffrey Sherman  
Assistant General Counsel  
Tallgrass Energy, LP  
370 Van Gordon Street  
Lakewood, CO 80228  
202-302-3384  
jeffrey.sherman@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.

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<sup>3</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).

Debbie-Anne A. Reese, Secretary

March 31, 2026

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Respectfully submitted,

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

L. Drew Cutright

Vice President, Regulatory Affairs

Tallgrass Energy, LP

Authorized Representative of Rockies Express Pipeline LLC

## **Clean Tariff Records**

## STATEMENT OF NEGOTIATED RATES

Shipper	Contract No. / Rate Schedule	Contract Term	MDQ	Rate (\$/Dth of MDQ/Mo)	Rate (\$/Dth)	Primary Rec. Pts.	Primary Del Pts.
Ascent Resources – Utica, LLC 2/	949011 (FT)	December 13, 2016 January 5, 2032	150,000	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: 147.0.0

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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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)	April 1, 2026 March 31, 2028	4-1-26 to 10-31-26 – <b>0</b> 11-1-26 to 3-31-27 – <b>20,000</b> 4-1-27 to 10-31-27 – <b>0</b> 11-1-27 to 3-31-28 – <b>20,000</b>	<u>16/</u>	<u>16/</u>	<u>16/</u>	<u>16/</u>
Ruby Pipeline, LLC	961692 (FT)	November 17, 2025 March 16, 2041	320,000	<u>20/</u>	<u>20/</u>	<u>20/</u>	<u>20/</u>
Tenaska Gas Storage, LLC	962782 (PALS)	January 24, 2026 April 30, 2026	75,000	<u>29/</u>	<u>29/</u>	<u>29/</u>	<u>29/</u>
INR Ohio, LLC	962928 (FT)	February 24, 2026 January 19, 2035	2-24-26 to 1-19-30 – <b>300,000</b> 1-20-30 to 1-19-35 – <b>100,000</b>	<u>30/</u>	<u>30/</u>	<u>30/</u>	<u>30/</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>

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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>
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>

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Mieco, Inc.	962253 (FT)	November 1, 2025 March 31, 2026	25,000	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 – <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>

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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>
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, 2026 March 31, 2028	30,000	<u>25/</u>	<u>25/</u>	<u>25/</u>	<u>25/</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>
Hartree Partners L.P.	962236 (FT)	April 1, 2026 March 31, 2027	38,600	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
Mieco, Inc.	962881 (FT)	April 1, 2026 October 31, 2026	50,000	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
Radiate Energy LLC	962882 (FT)	April 1, 2026 October 31, 2026	25,000	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
Tenaska Marketing Ventures	962929 (FT)	April 1, 2026 October 31, 2026	25,000	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
Twin Eagle Resource Management, LLC	963014 (FT)	April 1, 2026 October 31, 2026	10,000	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
Castleton Commodities Merchant Trading L.P.	963100 (PALS)	April 1, 2026 March 31, 2027	40,000	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
Castleton Commodities Merchant Trading L.P.	963101 (PALS)	April 1, 2026 March 31, 2027	40,000	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
Castleton Commodities Merchant Trading L.P.	963102 (PALS)	April 1, 2026 March 31, 2027	20,000	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</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. RP26-285.
- 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, 2026 at Docket No. RP26-\_\_\_\_.
- 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/ Reserved for future use.
- 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 and further amended on March 31, 2026 at Docket No. RP26-\_\_\_\_.
- 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/ This information is set out in the negotiated rate agreement filed with the Commission on December 22, 2025 at Docket No. RP26-312.
- 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, 2025 at Docket No. RP25-787 and further amended on March 31, 2026 at Docket No. RP26-\_\_\_\_.
- 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/ This information is set out in the negotiated rate agreement filed with the Commission on January 23, 2026 at Docket No. RP26-404.
- 30/ This information is set out in the negotiated rate agreement filed with the Commission on February 26, 2026 at Docket No. RP26-546.
- 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**

<b>Shipper Name</b>	<b>Section #</b>	<b>Section Name</b>
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
Hartree Partners L.P. K# 962236	4.12	Section 4.12 - NRA Hartree K# 962236
Koch Energy Services, LLC K# 955418	4.13	Section 4.13 - NRA Koch K# 955418

**Rockies Express Pipeline LLC**

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<b>Shipper Name</b>	<b>Section #</b>	<b>Section Name</b>
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

Issued on: March 31, 2026

Effective on: April 1, 2026

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<b>Shipper Name</b>	<b>Section #</b>	<b>Section Name</b>
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
Mieco, Inc. K# 962881	4.49	Section 4.49 – NRA Mieco K# 962881
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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<b>Shipper Name</b>	<b>Section #</b>	<b>Section Name</b>
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
Radiate Energy LLC K# 962882	4.54	Section 4.54 – NRA Radiate K# 962882
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
Tenaska Marketing Ventures K# 962929	4.58	Section 4.58 – NRA Tenaska K# 962929
JPMorgan Chase Bank, N.A. K# 960431	4.59	Section 4.59 – NRA JPMorgan K# 960431
Twin Eagle Resource Management, LLC K# 963014	4.60	Section 4.60 – NRA Twin Eagle K# 963014
Castleton Commodities Merchant Trading L.P. K# 963100	4.61	Section 4.61 – NRA Castleton K# 963100
Castleton Commodities Merchant Trading L.P. K# 963101	4.62	Section 4.62 – NRA Castleton K# 963101
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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<b>Shipper Name</b>	<b>Section #</b>	<b>Section Name</b>
Castleton Commodities Merchant Trading L.P. K# 963102	4.68	Section 4.68 – NRA Castleton K# 963102
Reserved	4.69	Section 4.69 – NRA Reserved
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
Ruby Pipeline, LLC K# 961692	4.83	Section 4.83 – NRA Ruby K# 961692

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<b>Shipper Name</b>	<b>Section #</b>	<b>Section Name</b>
Reserved	4.84	Section 4.84 – NRA Reserved
Tenaska Gas Storage, LLC K# 962782	4.85	Section 4.85 – NRA Tenaska K# 962782
INR Ohio, LLC K# 962928	4.86	Section 4.86 – NRA INR Ohio K# 962928
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

Issued on: March 31, 2026

Effective on: April 1, 2026

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of October 16, 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, 2026 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:

HARTREE PARTNERS, LP.  
ATTN: Virag Jaisinghani  
1200 SMITH STREET, SUITE 1160  
HOUSTON, TX 77002  
(713) 470-6984  
vjaisinghani@hartreepartners.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): April 1, 2026

to

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

4. SHIPPER'S STATUS:

Local Distribution Company

Intrastate Pipeline Company

Interstate Pipeline Company

Other: MARKETER

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5. TRANSPORTATION ON BEHALF OF:

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

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>April 1, 2026 - March 31, 2027</u>	<u>38,600</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>04/01/2026 - 10/31/2026</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>38,600</u>	<u>YES</u>
<u>11/01/2026 - 03/31/2027</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>38,600</u>	<u>NO</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>04/01/2026 - 10/31/2026</u>	<u>42804</u>	<u>OVRTHRUS/REX WAMSUTTER (OT #27) SWE</u>	<u>38,600</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>42804</u>	<u>OVRTHRUS/REX WAMSUTTER (OT #27) SWE</u>	<u>38,600</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](mailto:REX@tallgrassenergyllp.com)

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

**Shipper Approval:**

Shipper: Hartree Partners, LP.

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

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

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC

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

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

## FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on October 16, 2025 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and Hartree Partners, LP. (“Shipper”).

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

### ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 **Negotiated Rate Term:** From April 1, 2026 through March 31, 2027.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 962236, dated October 16, 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:** 38,600 dekatherms per day (“Dth/d”).
- 1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$7.08624 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any Receipt Point on Segments 100, 110, 120, 130, 140, 150, 160\*, 170\*, in Zone 2\*, and Zone 3; provided it results in transport that is in the East to West direction; and provided further notwithstanding the above, West to East transport may be used on a secondary basis wholly within and not beyond Segments 100, 110, 120, and 130.

\* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms 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 any Delivery Point on Segments 100, 110, 120, 130, 140, 150, 160\*, 170\*, 600, 610, 620, 630, 640, 650, in Zone 2\*, and Zone 3; provided it results in transport that is in the East to West direction; and provided further notwithstanding the above, West to East transport may be used on a secondary basis wholly within and not beyond Segments 100, 110, 120, and 130.

\* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms 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.

**Rockies Express Pipeline LLC**

FERC Gas Tariff  
Original Volume - The Book of Contracts

Section 4.12 - NRA Hartree K# 962236  
Section Version: 18.0.0

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

ROCKIES EXPRESS PIPELINE LLC

HARTREE PARTNERS, LP.

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

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

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

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

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

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

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of February 11, 2026, 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, 2026 and is the original contract.

effective \_\_\_\_\_, this Amendment No. \_\_\_ amends and restates  
FTS Contract No. \_\_\_\_\_ effective \_\_\_\_\_

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

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

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

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): April 1, 2026

to

(Date, Period-of-Time or Event): October 31, 2026

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 4.49 - NRA Mico K# 962881  
Section Version: 17.0.0

5. TRANSPORTATION ON BEHALF OF:

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

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>April 1, 2026 - October 31, 2026</u>	<u>50,000</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2026 - 10/31/2026</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>50,000</u>	<u>YES</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2026 - 10/31/2026</u>	<u>42228</u>	<u>CIG/REX FREWEN LAKE SWEETWATER</u>	<u>50,000</u>	<u>NO</u>

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

10. RATES:

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

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

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

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

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

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

Incremental Facility Charge:

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

None  
 Lump-sum payment of \_\_\_\_\_  
 Monthly fee of \_\_\_\_\_ through \_\_\_\_\_

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

Yes  
 No

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

Yes  
 No

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

Not Applicable  
 Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

Not Applicable  
 Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

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

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

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

**Shipper Approval:**

Shipper: Mioco, 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 February 11, 2026 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and Mico, Inc. (“Shipper”).

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

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

- 1.1 **Negotiated Rate Term:** From April 1, 2026 through October 31, 2026.
- 1.2 **Transportation Agreement:** Rate Schedule FTS Agreement No. 962881, dated February 11, 2026 (the "Transportation Agreement").

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

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

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

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

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

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

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

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

- b. **Minus** the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and
- c. **Minus** 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 February 11, 2026, 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, 2026 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, 2026

to

(Date, Period-of-Time or Event): October 31, 2026

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 4.54 - NRA Radiate K# 962882  
 Section Version: 6.0.0

## 5. TRANSPORTATION ON BEHALF OF:

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

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>April 1, 2026 - October 31, 2026</u>	<u>25,000</u>

## 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>04/01/2026 - 10/31/2026</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>25,000</u>	<u>YES</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2026 - 10/31/2026</u>	<u>42228</u>	<u>CIG/REX FREWEN LAKE SWEETWATER</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](mailto:REX@tallgrassenergyllp.com)

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

**Shipper Approval:**

Shipper: Radiate Energy LLC

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

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

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC

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

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

## **FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on February 11, 2026 (“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, 2026 through October 31, 2026.
- 1.2 **Transportation Agreement:** Rate Schedule FTS Agreement No. 962882, dated February 11, 2026 (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 \$1.52083 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

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

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

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

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

- b. **Minus** the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and
- c. **Minus** the sum of the following: (i) the applicable REX Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsections (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), (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 March 17, 2026, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

effective and is the original contract.

effective April 1, 2026, this Amendment No. 1 amends and restates FTS Contract No. 958854 effective August 17, 2023

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

on behalf of the Principals as set forth in MSOA Contract No. \_\_\_\_\_ hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in such Multiple Shipper Option Agreement which is incorporated herein by reference.

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

SPIRE MISSOURI INC.  
ATTN: Justin Powers  
700 MARKET STREET  
ST. LOUIS, MO 63101  
(314) 452-4167  
justin.powers@spireenergy.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2023  
to

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

4. SHIPPER'S STATUS:

Local Distribution Company  
 Intrastate Pipeline Company  
 Interstate Pipeline Company  
 Other: \_\_\_\_\_

**Rockies Express Pipeline LLC**

5. TRANSPORTATION ON BEHALF OF:

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

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>April 1, 2026 – October 31, 2026</u>	<u>0</u>
<u>November 1, 2026 – March 31, 2027</u>	<u>20,000</u>
<u>April 1, 2027 – October 31, 2027</u>	<u>0</u>
<u>November 1, 2027 – March 31, 2028</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>04/01/2026 - 10/31/2026</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>0</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>20,000</u>	<u>NO</u>
<u>04/01/2027 - 10/31/2027</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>0</u>	<u>NO</u>
<u>11/01/2027 - 03/31/2028</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>20,000</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2026 - 10/31/2026</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>0</u>	<u>NO</u>

<u>11/01/2026 - 03/31/2027</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>20,000</u>	<u>NO</u>
<u>04/01/2027 - 10/31/2027</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>0</u>	<u>NO</u>
<u>11/01/2027 - 03/31/2028</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</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

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

Rockies Express Pipeline LLC  
Commercial Operations

**Rockies Express Pipeline LLC**

FERC Gas Tariff  
Original Volume - The Book of Contracts

Section 4.57 - NRA Spire K# 958854  
Section Version: 16.0.0

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370 Van Gordon Street  
Lakewood, CO 80228  
e-mail: [REX@tallgrassenergyllp.com](mailto:REX@tallgrassenergyllp.com)

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

**Shipper Approval:**

Shipper: Spire Missouri 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 17, 2026 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Spire Missouri Inc.** (“Shipper”). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Negotiated Rate Agreement between the parties hereto, dated August 17, 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:** From April 1, 2026 through March 31, 2028.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 958854, dated March 17, 2026 (the “Transportation Agreement”).

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

- 1.3 **Eligible Firm Transportation Quantity:**

April 1, 2026 – October 31, 2026	0 dekatherms per day (“Dth/d”)
November 1, 2026 – March 31, 2027	20,000 Dth/d
April 1, 2027 – October 31, 2027	0 Dth/d
November 1, 2027 – March 31, 2028	20,000 Dth/d
April 1, 2026 – October 31, 2026	0 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 \$10.64583 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 east-to-west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on the REX mainline.

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

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

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

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

\*The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate

**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 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 the REX mainline.

\*The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate

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

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

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

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

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

ROCKIES EXPRESS PIPELINE LLC

SPIRE MISSOURI 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 February 23, 2026, 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, 2026 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 \_\_\_\_\_.

on behalf of the Principals as set forth in MSOA Contract No. \_\_\_\_\_,  
hereinafter individually and collectively referred to as "Shipper," which Principals  
meet the requirements set forth in such Multiple Shipper Option Agreement which is  
incorporated herein by reference.

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): April 1, 2026  
to

(Date, Period-of-Time or Event): October 31, 2026

4. SHIPPER'S STATUS:

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

**Rockies Express Pipeline LLC**

5. TRANSPORTATION ON BEHALF OF:

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

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>April 1, 2026 - October 31, 2026</u>	<u>25,000</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2026 - 10/31/2026</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>25,000</u>	<u>YES</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2026 - 10/31/2026</u>	<u>42228</u>	<u>CIG/REX FREWEN LAKE SWEETWATER</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@tallgrass.com](mailto:REX@tallgrass.com)

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

**Shipper Approval:**

Shipper: Tenaska Marketing Ventures

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

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

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC

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

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

## FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on February 23, 2026 (“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 April 1, 2026 through October 31, 2026.
- 1.2 **Transportation Agreement:** Rate Schedule FTS Agreement No. 962929, dated February 23, 2026 (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 \$1.52083 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

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

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

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

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

- b. **Minus** the daily index price for one of the following: (1) the White River Hub Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 100, 110, or 120; or (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; or (3) the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630; or (4) the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130, 140, 640 or 650; or (5) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the receipt location is located in Zone 2; or (6) the Texas Eastern, M-2 Receipts Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 390 or Segment 400; or (7) the Lebanon Hub Midpoint price, as published by Platts Gas Daily, if the receipt location is located on Segment 370 or 380; or (8) the REX, Zone 3 Delivered Midpoint price, as published by Platts Gas Daily, if the receipt location is located on any segment within Zone 3 with the exception of Segment 370, 380, 390 or 400 and
- c. **Minus** the sum of the following: (i) the applicable REX Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsections (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), (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 16, 2026, 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, 2026 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 \_\_\_\_\_.

on behalf of the Principals as set forth in MSOA Contract No. \_\_\_\_\_,  
hereinafter individually and collectively referred to as "Shipper," which Principals  
meet the requirements set forth in such Multiple Shipper Option Agreement which is  
incorporated herein by reference.

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, 2026  
to

(Date, Period-of-Time or Event): October 31, 2026

4. SHIPPER'S STATUS:

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

5. TRANSPORTATION ON BEHALF OF:

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

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>April 1, 2026 - October 31, 2026</u>	<u>10,000</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2026 - 10/31/2026</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>10,000</u>	<u>YES</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2026 - 10/31/2026</u>	<u>42230</u>	<u>WIC/REX BITTER CREEK SWEETWATER</u>	<u>10,000</u>	<u>NO</u>

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

10. RATES:

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

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

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)  
Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

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

None  
 Lump-sum payment of \_\_\_\_\_  
 Monthly fee of \_\_\_\_\_ through \_\_\_\_\_

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

Yes  
 No

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

Yes  
 No

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

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

(Check one):  
 Not Applicable  
 Applicable (Complete the following):

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

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

Not Applicable  
 Applicable (Complete the following):

Notice of Rollover Exercise:

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

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

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

N/A

---

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

Rockies Express Pipeline LLC  
Commercial Operations  
370 Van Gordon Street  
Lakewood, CO 80228  
e-mail: [REX@tallgrass.com](mailto:REX@tallgrass.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 16, 2026 (“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, 2026 through October 31, 2026.
- 1.2 **Transportation Agreement:** Rate Schedule FTS Agreement No. 963014, dated March 16, 2026 (the "Transportation Agreement").

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

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

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

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

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

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

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

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

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

## PALS REQUEST ORDER FORM

DATED: March 25, 2026

Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.

PALS Agreement #: 552795

Type of Service: Park X Loan X

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

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

Maximum Aggregate Quantity: 40,000 (Dth)

Minimum Aggregate Quantity: 0 (Dth)

Term: Start April 1, 2026 End March 31, 2027

**Schedule:**

Date(s) Service to be Provided		Daily Quantity (Dth)			
		<input checked="" type="checkbox"/> <b>Park or</b> <input checked="" type="checkbox"/> <b>Loan Payback</b>		<input checked="" type="checkbox"/> <b>Loan or</b> <input checked="" type="checkbox"/> <b>Park Payback</b>	
From	Through	Minimum	Maximum	Minimum	Maximum
<u>04/01/2026</u>	<u>03/31/2027</u>	<u>0</u>	<u>20,000</u>	<u>0</u>	<u>20,000</u>

**Rates:**

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

Dates		Rate Description	Rate (\$/dth)
From	Through		
04/01/2026	03/31/2027	Initial Rate	See Additional Terms Permitted by Tariff
04/01/2026	03/31/2027	Balance Rate	See Additional Terms Permitted by Tariff
04/01/2026	03/31/2027	Completion Rate	See Additional Terms Permitted by Tariff

**ADDITIONAL TERMS PERMITTED TARIFF:**

In lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Term Rate of \$5,650,000, payable in equal monthly installments of \$470,833.33/month (Flat Monthly Fee), for the entirety of service provided under this Request Order 963100, Request Order 963101 and Request Order 963102. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 963100, Request Order 963101 and Request Order 963102; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 963100, Request Order 963101 and Request Order 963102 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 963100, Request Order 963101 and Request Order 963102; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS.

Quantities outside of the range of positive MAQ to negative MAQ and MDIQ and MDWQ on each individual PALS RO contract will not be eligible for any potential Term Rate Reductions as defined below.

If, during the Term, Transporter fails to make available shipper’s nominated Flexible PALS quantities as set forth in Request Order 963100, Request Order 963101 or Request Order 963102, and such failure is the result of action or inaction within the reasonable control of Transporter including the failure of Transporter to confirm and schedule the applicable nominated Flexible PALS quantities in the Timely Nomination Cycle, then the Term Rate will be reduced by an amount equal to the difference, if any, between the Term Rate paid during the Term less the Flexible PALS service tendered and delivered during the Term multiplied by the Recourse Rate for such Flexible PALS service provided.

It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order.

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

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

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

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

Given a shipper's ability to have multiple Injection/Withdrawal Points and to choose those points all in Zone 3, Zone 3 is the appropriate reference on a per Dth per day basis.

Nominated quantities exceeding 300% of the contract MDWQ or MDIQ will not be confirmed/scheduled. All confirmed/scheduled quantities are subject to Elapsed Pro-Rated Scheduled Quantity (EPSQ) limitations.

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

**Shipper Approval:**

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: It's General Partner

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

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

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC

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

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

## PALS REQUEST ORDER FORM

DATED: March 25, 2026

Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.

PALS Agreement #: 552795

Type of Service: Park X Loan X

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

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

Maximum Aggregate Quantity: 40,000 (Dth)

Minimum Aggregate Quantity: 0 (Dth)

Term: Start April 1, 2026 End March 31, 2027

**Schedule:**

Date(s) Service to be Provided		Daily Quantity (Dth)			
		<input checked="" type="checkbox"/> <b>Park or</b> <input checked="" type="checkbox"/> <b>Loan Payback</b>		<input checked="" type="checkbox"/> <b>Loan or</b> <input checked="" type="checkbox"/> <b>Park Payback</b>	
From	Through	Minimum	Maximum	Minimum	Maximum
<u>04/01/2026</u>	<u>03/31/2027</u>	<u>0</u>	<u>20,000</u>	<u>0</u>	<u>20,000</u>

**Rates:**

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

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

Dates		Rate Description	Rate (\$/dth)
From	Through		
<u>04/01/2026</u>	<u>03/31/2027</u>	Initial Rate	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2026</u>	<u>03/31/2027</u>	Balance Rate	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2026</u>	<u>03/31/2027</u>	Completion Rate	<u>See Additional Terms Permitted by Tariff</u>

**ADDITIONAL TERMS PERMITTED TARIFF:**

In lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Term Rate of \$5,650,000, payable in equal monthly installments of \$470,833.33/month (Flat Monthly Fee), for the entirety of service provided under this Request Order 963101, Request Order 963100 and Request Order 963102. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 963101, Request Order 963100 and Request Order 963102; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 963101, Request Order 963100 and Request Order 963102 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 963101, Request Order 963100 and Request Order 963102; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS.

Quantities outside of the range of positive MAQ to negative MAQ and MDIQ and MDWQ on each individual PALS RO contract will not be eligible for any potential Term Rate Reductions as defined below.

If, during the Term, Transporter fails to make available shipper’s nominated Flexible PALS quantities as set forth in Request Order 963101, Request Order 963100 or Request Order 963102, and such failure is the result of action or inaction within the reasonable control of Transporter including the failure of Transporter to confirm and schedule the applicable nominated Flexible PALS quantities in the Timely Nomination Cycle, then the Term Rate will be reduced by an amount equal to the difference, if any, between the Term Rate paid during the Term less the Flexible PALS service tendered and delivered during the Term multiplied by the Recourse Rate for such Flexible PALS service provided.

It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order.

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

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

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

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

Given a shipper’s ability to have multiple Injection/Withdrawal Points and to choose those points all in Zone 3, Zone 3 is the appropriate reference on a per Dth per day basis.

Nominated quantities exceeding 300% of the contract MDWQ or MDIQ will not be confirmed/scheduled. All confirmed/scheduled quantities are subject to Elapsed Pro-Rated Scheduled Quantity (EPSQ) limitations.

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

**Shipper Approval:**

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: It's General Partner

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

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

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC

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

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

## PALS REQUEST ORDER FORM

DATED: March 25, 2026

Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.

PALS Agreement #: 552795

Type of Service: Park X Loan X

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

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

Maximum Aggregate Quantity: 20,000 (Dth)

Minimum Aggregate Quantity: 0 (Dth)

Term: Start April 1, 2026 End March 31, 2027

**Schedule:**

Date(s) Service to be Provided		Daily Quantity (Dth)			
		<input checked="" type="checkbox"/> <b>Park or</b> <input checked="" type="checkbox"/> <b>Loan Payback</b>		<input checked="" type="checkbox"/> <b>Loan or</b> <input checked="" type="checkbox"/> <b>Park Payback</b>	
From	Through	Minimum	Maximum	Minimum	Maximum
<u>04/01/2026</u>	<u>03/31/2027</u>	<u>0</u>	<u>10,000</u>	<u>0</u>	<u>10,000</u>

**Rates:**

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

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

Dates		Rate Description	Rate (\$/dth)
From	Through		
04/01/2026	03/31/2027	Initial Rate	See Additional Terms Permitted by Tariff
04/01/2026	03/31/2027	Balance Rate	See Additional Terms Permitted by Tariff
04/01/2026	03/31/2027	Completion Rate	See Additional Terms Permitted by Tariff

**ADDITIONAL TERMS PERMITTED TARIFF:**

In lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Term Rate of \$5,650,000, payable in equal monthly installments of \$470,833.33/month (Flat Monthly Fee), for the entirety of service provided under this Request Order 963102, Request Order 963100 and Request Order 963101. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 963102, Request Order 963100 and Request Order 963101; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 963102, Request Order 963100 and Request Order 963101 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 963102, Request Order 963100 and Request Order 963101; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS.

Quantities outside of the range of positive MAQ to negative MAQ and MDIQ and MDWQ on each individual PALS RO contract will not be eligible for any potential Term Rate Reductions as defined below.

If, during the Term, Transporter fails to make available shipper’s nominated Flexible PALS quantities as set forth in Request Order 963102, Request Order 963100 or Request Order 963101, and such failure is the result of action or inaction within the reasonable control of Transporter including the failure of Transporter to confirm and schedule the applicable nominated Flexible PALS quantities in the Timely Nomination Cycle, then the Term Rate will be reduced by an amount equal to the difference, if any, between the Term Rate paid during the Term less the Flexible PALS service tendered and delivered during the Term multiplied by the Recourse Rate for such Flexible PALS service provided.

It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order.

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

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

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

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

Given a shipper's ability to have multiple Injection/Withdrawal Points and to choose those points all in Zone 3, Zone 3 is the appropriate reference on a per Dth per day basis.

Nominated quantities exceeding 300% of the contract MDWQ or MDIQ will not be confirmed/scheduled. All confirmed/scheduled quantities are subject to Elapsed Pro-Rated Scheduled Quantity (EPSQ) limitations.

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

**Shipper Approval:**

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: It's General Partner

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

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

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC

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

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 March 11, 2026, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

effective and is the original contract.

effective April 1, 2026, this Amendment No. 1 amends and restates  
FTS Contract No. 961438 effective March 12, 2025

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

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

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

3. TERM OF SERVICE:

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

to

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

4. SHIPPER'S STATUS:

Local Distribution Company

Intrastate Pipeline Company

Interstate Pipeline Company

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”):

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>April 1, 2026 - March 31, 2028</u>	<u>30,000</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>04/01/2026-03/31/2028</u>	<u>43493</u>	<u>REX/REX MEEKER HUB POOL RIO BLANCO</u>	<u>30,000</u>	<u>NO</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>04/01/2026 - 03/31/2028</u>	<u>43037</u>	<u>NNG/REX GAGE</u>	<u>10,000</u>	<u>NO</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

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

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

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

**Shipper Approval:**

Shipper: Koch Energy Services, LLC  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

## **FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on March 11, 2026 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and Koch Energy Services, LLC (“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 March 12, 2025, and applicable to the Transportation Agreement identified in Section 1.2 below.

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

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

- 1.1 **Negotiated Rate Term:** From April 1, 2026 through March 31, 2028.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961438, dated March 12, 2025 (the "Transportation Agreement").

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

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

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$10.23728 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

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

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

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

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

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

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

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

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

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

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

**Rockies Express Pipeline LLC**

FERC Gas Tariff  
Original Volume - The Book of Contracts

Section 4.75 - NRA Koch K# 961438  
Section Version: 2.0.0

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ROCKIES EXPRESS PIPELINE LLC

KOCH ENERGY SERVICES, LLC

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

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

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

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

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

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

**Reserved for future use.**

## **Marked Tariff Records**

## STATEMENT OF NEGOTIATED RATES

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

# Rockies Express Pipeline LLC

FERC Gas Tariff  
Third Revised Volume No. 1

Negotiated Rates - 4  
Section Version: 147.0.0

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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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)	<del>November 1, 2023</del> April 1, 2026 March 31, <del>2026</del> 2028	<del>11-1-23 to 3-31-24 – 20,000</del> 4-1- <del>26</del> 24 to 10-31- <del>26</del> 24 – <b>0</b> 11-1- <del>26</del> 24 to 3-31- <del>27</del> 25 – <b>20,000</b> 4-1- <del>27</del> 25 to 10-31- <del>27</del> 25 – <b>0</b> 11-1- <del>27</del> 25 to 3-31- <del>28</del> 26 – <b>20,000</b>	<u>16/</u>	<u>16/</u>	<u>16/</u>	<u>16/</u>
Ruby Pipeline, LLC	961692 (FT)	November 17, 2025 March 16, 2041	320,000	<u>20/</u>	<u>20/</u>	<u>20/</u>	<u>20/</u>
Stanchion Gas Marketing, LLC	962756 (PALS)	<del>January 21, 2026</del> January 31, 2026	20,000	<del>27/</del>	<del>27/</del>	<del>27/</del>	<del>27/</del>
Tenaska Gas Storage, LLC	962782 (PALS)	January 24, 2026 April 30, 2026	75,000	<u>29/</u>	<u>29/</u>	<u>29/</u>	<u>29/</u>
INR Ohio, LLC	962928 (FT)	February 24, 2026 January 19, 2035	2-24-26 to 1-19-30 – <b>300,000</b> 1-20-30 to 1-19-35 – <b>100,000</b>	<u>30/</u>	<u>30/</u>	<u>30/</u>	<u>30/</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>	<u>11/</u>	<u>11/</u>	<u>11/</u>	<u>11/</u>
			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 11-31-23 – <b>30,000</b>				
			12-1-23 to 2-29-24 – <b>0</b>				
			3-1-24 to 3-31-24 – <b>30,000</b>				
			4-1-24 to 10-31-24 – <b>50,000</b>				
			11-1-24 to 3-31-26 – <b>20,000</b>				

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Hartree Partners, L.P.	956480 (FT)	April 1, 2023 March 31, 2026	38,600	<del>25/</del>	<del>25/</del>	<del>25/</del>	<del>25/</del>
Duke Energy Indiana, LLC	957540 (FT)	January 1, 2025 December 31, 2035	50,000	<del>6/</del>	<del>6/</del>	<del>6/</del>	<del>6/</del>
Eco-Energy Natural Gas, LLC	956502 (FT)	April 1, 2024 March 31, 2027	11,600	<del>24/</del>	<del>24/</del>	<del>24/</del>	<del>24/</del>
Citadel Energy Marketing LLC	960301 (FT)	June 21, 2024 October 31, 2026	15,000	<del>8/</del>	<del>8/</del>	<del>8/</del>	<del>8/</del>
Constellation Energy Generation, LLC	960302 (FT)	June 21, 2024 October 31, 2026	26,000	<del>8/</del>	<del>8/</del>	<del>8/</del>	<del>8/</del>
Stanchion Gas Marketing, LLC	960303 (FT)	June 21, 2024 October 31, 2026	40,000	<del>8/</del>	<del>8/</del>	<del>8/</del>	<del>8/</del>
L-H Battery Company, Incorporated	959468 (FT)	July 8, 2024 July 7, 2034	12,000	<del>21/</del>	<del>21/</del>	<del>21/</del>	<del>21/</del>
Vitol, Inc.	960426 (FT)	November 1, 2024 June 30, 2027	10,000	<del>28/</del>	<del>28/</del>	<del>28/</del>	<del>28/</del>
BP Energy Company	960427 (FT)	November 1, 2024 June 30, 2027	23,500	<del>28/</del>	<del>28/</del>	<del>28/</del>	<del>28/</del>
Citigroup Energy, Inc.	960428 (FT)	November 1, 2024 June 30, 2027	15,000	<del>28/</del>	<del>28/</del>	<del>28/</del>	<del>28/</del>
Constellation Energy Generation, LLC	960429 (FT)	November 1, 2024 June 30, 2027	5,000	<del>28/</del>	<del>28/</del>	<del>28/</del>	<del>28/</del>
Koch Energy Services, LLC	960430 (FT)	November 1, 2024 June 30, 2027	31,500	<del>28/</del>	<del>28/</del>	<del>28/</del>	<del>28/</del>
JPMorgan Chase Bank, N.A.	960431 (FT)	November 1, 2024 June 30, 2027	20,000	<del>28/</del>	<del>28/</del>	<del>28/</del>	<del>28/</del>
Vitol, Inc.	960443 (FT)	November 1, 2024 June 30, 2027	5,000	<del>28/</del>	<del>28/</del>	<del>28/</del>	<del>28/</del>

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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>	<u>28/</u>	<u>28/</u>	<u>28/</u>	<u>28/</u>
			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>				
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)	January 20, 2026 March 31, 2026	20,000	<u>26/</u>	<u>26/</u>	<u>26/</u>	<u>26/</u>

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Castleton Commodities Merchant Trading L.P.	961299 (PALS)	January 20, 2026 March 31, 2026	40,000	<del>9/</del>	<del>9/</del>	<del>9/</del>	<del>9/</del>
Indianapolis Power & Light Company	961311 (FT)	April 1, 2025 March 31, 2035	150,000	<del>32/</del>	<del>32/</del>	<del>32/</del>	<del>32/</del>
Twin Eagle Resource Management, LLC	961435 (FT)	April 1, 2025 October 31, 2027	10,000	<del>32/</del>	<del>32/</del>	<del>32/</del>	<del>32/</del>
Stanchion Gas Marketing, LLC	961436 (FT)	April 1, 2025 June 30, 2027	30,000	<del>32/</del>	<del>32/</del>	<del>32/</del>	<del>32/</del>
TC Energy Marketing Inc	961437 (FT)	April 1, 2025 March 31, 2027	20,000	<del>32/</del>	<del>32/</del>	<del>32/</del>	<del>32/</del>
Koch Energy Services, LLC	961438 (FT)	April 1, <del>2025</del> 2026 March 31, 2028	30,000	<del>2532/</del>	<del>2532/</del>	<del>2532/</del>	<del>2532/</del>
Mieco, Inc.	961439 (FT)	April 1, 2025 October 31, 2027	7,500	<del>32/</del>	<del>32/</del>	<del>32/</del>	<del>32/</del>
Morgan Stanley Capital Group Inc	961440 (FT)	April 1, 2025 June 30, 2027	10,000	<del>32/</del>	<del>32/</del>	<del>32/</del>	<del>32/</del>
Morgan Stanley Capital Group Inc	961567 (FT)	May 1, 2025 March 31, 2028	10,000	<del>17/</del>	<del>17/</del>	<del>17/</del>	<del>17/</del>
Twin Eagle Resource Management, LLC	961568 (FT)	May 1, 2025 March 31, 2028	10,000	<del>17/</del>	<del>17/</del>	<del>17/</del>	<del>17/</del>
Glencore, LTD.	961571 (FT)	May 1, 2025 March 31, 2028	5,000	<del>17/</del>	<del>17/</del>	<del>17/</del>	<del>17/</del>
Six One Commodities LLC	961574 (FT)	May 1, 2025 March 31, 2028	10,000	<del>17/</del>	<del>17/</del>	<del>17/</del>	<del>17/</del>
EDF Trading North America, LLC	961583 (FT)	May 1, 2025 March 31, 2028	6,500	<del>17/</del>	<del>17/</del>	<del>17/</del>	<del>17/</del>

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Spire Marketing Inc.	961592 (FT)	May 1, 2025 March 31, 2028	10,000	<u>17/</u>	<u>17/</u>	<u>17/</u>	<u>17/</u>
<u>Hartree Partners L.P.</u>	<u>962236 (FT)</u>	<u>April 1, 2026 March 31, 2027</u>	<u>38,600</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
<u>Mieco, Inc.</u>	<u>962881 (FT)</u>	<u>April 1, 2026 October 31, 2026</u>	<u>50,000</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
<u>Radiate Energy LLC</u>	<u>962882 (FT)</u>	<u>April 1, 2026 October 31, 2026</u>	<u>25,000</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
<u>Tenaska Marketing Ventures</u>	<u>962929 (FT)</u>	<u>April 1, 2026 October 31, 2026</u>	<u>25,000</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
<u>Twin Eagle Resource Management, LLC</u>	<u>963014 (FT)</u>	<u>April 1, 2026 October 31, 2026</u>	<u>10,000</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
<u>Castleton Commodities Merchant Trading L.P.</u>	<u>963100 (PALS)</u>	<u>April 1, 2026 March 31, 2027</u>	<u>40,000</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
<u>Castleton Commodities Merchant Trading L.P.</u>	<u>963101 (PALS)</u>	<u>April 1, 2026 March 31, 2027</u>	<u>40,000</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>
<u>Castleton Commodities Merchant Trading L.P.</u>	<u>963102 (PALS)</u>	<u>April 1, 2026 March 31, 2027</u>	<u>20,000</u>	<u>9/</u>	<u>9/</u>	<u>9/</u>	<u>9/</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. RP26-285.
- 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, and on January 20, 2026 at Docket No. RP26-395~~ This information is set out in the negotiated rate agreement filed with the Commission on March 31, 2026 at Docket No. RP26-\_\_\_\_\_.
- 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~~ Reserved for future use.
- 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 and further amended on March 31, 2026 at Docket No. RP26-\_\_\_\_\_.
- 17/ This information is set out in the negotiated rate agreement filed with the Commission on April 30, 2025 at Docket No. RP25-865.

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- 18/ This information is set out in the negotiated rate agreement filed with the Commission on April 28, 2017 at Docket No. RP17-707.
- 19/ This information is set out in the negotiated rate agreement filed with the Commission on February 28, 2025 at Docket No. RP25-659.
- 20/ This information is set out in the negotiated rate agreement filed with the Commission on December 22, 2025 at Docket No. RP26-312.
- 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~~ 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 March 31, 2026 at Docket No. RP26-\_\_\_\_\_.
- 26/ ~~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 January 20, 2026 at Docket No. RP26-395~~ Reserved for future use.
- 27/ ~~This information is set out in the negotiated rate agreement filed with the Commission on January 20, 2026 at Docket No. RP26-395~~ 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/ This information is set out in the negotiated rate agreement filed with the Commission on January 23, 2026 at Docket No. RP26-404.
- 30/ This information is set out in the negotiated rate agreement filed with the Commission on February 26, 2026 at Docket No. RP26-546\_\_\_\_\_.
- 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,

**Rockies Express Pipeline LLC**

FERC Gas Tariff  
Third Revised Volume No. 1

Negotiated Rates - 4  
Section Version: 147.0.0

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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**

<b>Shipper Name</b>	<b>Section #</b>	<b>Section Name</b>
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
<del>Hartree Partners L.P.</del> <del>BP Energy Company</del> K# <del>96223654204</del>	4.12	Section 4.12 - NRA <del>HartreeBP</del> K# <del>954204962236</del>
Koch Energy Services, LLC K# 955418	4.13	Section 4.13 - NRA Koch K# 955418

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<b>Shipper Name</b>	<b>Section #</b>	<b>Section Name</b>
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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<b>Shipper Name</b>	<b>Section #</b>	<b>Section Name</b>
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
<del>Castleton Commodities Merchant Trading L.P. Mieco, Inc. K# 962254962881</del>	4.49	Section 4.49 – NRA <del>CastletonKMieco K# 962254962881</del>
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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<b>Shipper Name</b>	<b>Section #</b>	<b>Section Name</b>
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
<del>Castleton Commodities Merchant Trading L.P. Radiate Energy LLC</del> K# <del>961297962882</del>	4.54	Section 4.54 – NRA <del>Castleton Radiate</del> K# <del>961297962882</del>
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
<del>Tenaska Marketing VenturesTwin Eagle Resource Management, LLC</del> K# <del>962255962929</del>	4.58	Section 4.58 – NRA <del>Twin EagleTenaska</del> K# <del>962255962929</del>
JPMorgan Chase Bank, N.A. K# 960431	4.59	Section 4.59 – NRA JPMorgan K# 960431
<del>Twin Eagle Resource Management, LLC</del> <del>Castleton Commodities Merchant Trading L.P.</del> K# <del>961298963014</del>	4.60	Section 4.60 – NRA <del>CastletonTwin Eagle</del> K# <del>963014961298</del>
Castleton Commodities Merchant Trading L.P. K# <del>961299963100</del>	4.61	Section 4.61 – NRA Castleton K# <del>963100961299</del>
<del>Castleton Commodities Merchant Trading L.P.Hartree Partners, L.P.</del> K# <del>956480963101</del>	4.62	Section 4.62 – NRA <del>Castleton Hartree</del> K# <del>963101956480</del>
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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<b>Shipper Name</b>	<b>Section #</b>	<b>Section Name</b>
Indianapolis Power & Light Company K# 961311	4.67	Section 4.67 – NRA IPLC K# 961311
<del>Castleton Commodities Merchant Trading L.P.Tenaska Marketing Ventures K# 962256963102</del>	4.68	Section 4.68 – NRA <del>CastletonTenaska K# 963102962256</del>
<del>ReservedRadiate Energy LLC K# 962257</del>	4.69	Section 4.69 – NRA <del>ReservedRadiate K# 962257</del>
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

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<b>Shipper Name</b>	<b>Section #</b>	<b>Section Name</b>
Ruby Pipeline, LLC K# 961692	4.83	Section 4.83 – NRA Ruby K# 961692
<del>Reserved Stanchion Gas Marketing, LLC K# 962756</del>	4.84	Section 4.84 – NRA <del>Reserved Stanchion K# 962756</del>
Tenaska Gas Storage, LLC K# 962782	4.85	Section 4.85 – NRA Tenaska K# 962782
INR Ohio, LLC K# 962928	4.86	Section 4.86 – NRA INR Ohio K# 962928
Reserved	4.87	Section 4.87 – NRA Reserved
Spotlight Energy, LLC K# 961178	4.88	Section 4.88 – NRA Spotlight K# 961178
DTE Energy Trading, Inc. K# 961179	4.89	Section 4.89 – NRA DTE K# 961179
Morgan Stanley Capital Group Inc K# 961567	4.90	Section 4.90 – NRA Morgan Stanley K# 961567
Twin Eagle Resource Management, LLC K# 961568	4.91	Section 4.91 – NRA Twin Eagle K# 961568
Glencore, LTD. K# 961571	4.92	Section 4.92 – NRA Glencore K# 961571
Six One Commodities LLC K# 961574	4.93	Section 4.93 – NRA 61 Commodities K# 961574
EDF Trading North America, LLC K# 961583	4.94	Section 4.94 – NRA EDF K# 961583
Spire Marketing Inc. K# 961592	4.95	Section 4.95 – NRA Spire K# 961592
Reserved	4.96	Section 4.96 – NRA Reserved
Duke Energy Indiana, LLC K# 961067	4.97	Section 4.97 – NRA Duke K# 961067
Duke Energy Indiana, LLC K# 961068	4.98	Section 4.98 – NRA Duke K# 961068

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of October 16, 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, 2026 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:

\_\_\_\_\_ HARTREE PARTNERS, LP.  
ATTN: Virag Jaisinghani  
1200 SMITH STREET, SUITE 1160  
HOUSTON, TX 77002  
(713) 470-6984  
vjaisinghani@hartreepartners.com

3. TERM OF SERVICE:

\_\_\_\_\_ (Date, Period-of-Time or Event): April 1, 2026  
\_\_\_\_\_ to  
\_\_\_\_\_ (Date, Period-of-Time or Event): March 31, 2027

4. SHIPPER'S STATUS:

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

**Rockies Express Pipeline LLC**

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>April 1, 2026 - March 31, 2027</u>	<u>38,600</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2026 - 10/31/2026</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>38,600</u>	<u>YES</u>
<u>11/01/2026 - 03/31/2027</u>	<u>60364</u>	<u>REX/REX CHEYENNE COMPRESSION POOL</u>	<u>38,600</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2026 - 10/31/2026</u>	<u>42804</u>	<u>OVRTHRUS/REX WAMSUTTER (OT #27) SWE</u>	<u>38,600</u>	<u>NO</u>
<u>11/01/2026 - 03/31/2027</u>	<u>42804</u>	<u>OVRTHRUS/REX WAMSUTTER (OT #27) SWE</u>	<u>38,600</u>	<u>NO</u>

Issued on: March 31, 2026

Effective on: April 1, 2026

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: Hartree Partners, LP.

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

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

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC

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

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

**FIRM TRANSPORTATION  
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on October 16, 2025 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Hartree Partners, LP. (“Shipper”).

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

**ARTICLE 1  
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From April 1, 2026 through March 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 962236, dated October 16, 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:** 38,600 dekatherms per day (“Dth/d”).

1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$7.08624 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s”).

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

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

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

The Negotiated Rate(s) shall apply to the use, on a secondary basis, of any Receipt Point on Segments 100, 110, 120, 130, 140, 150, 160\*, 170\*, in Zone 2\*, and Zone 3; provided it results in transport that is in the East to West direction; and provided further notwithstanding the above, West to East transport may be used on a secondary basis wholly within and not beyond Segments 100, 110, 120, and 130.

\* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms 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 any Delivery Point on Segments 100, 110, 120, 130, 140, 150, 160\*, 170\*, 600, 610, 620, 630, 640, 650, in Zone 2\*, and Zone 3; provided it results in transport that is in the East to West direction; and provided further notwithstanding the above, West to East transport may be used on a secondary basis wholly within and not beyond Segments 100, 110, 120, and 130.

\* For all volumes received and/or delivered to the Cheyenne Hub Facilities, as defined in the General Terms 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 HARTREE PARTNERS, LP.

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

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

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

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

~~In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC (“Transporter”) and Shipper agree, as of July 23, 2020, 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 September 1, 2020 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:~~

~~\_\_\_\_\_~~

~~BP ENERGY COMPANY  
ATTN: Kai Olsen  
201 HELIOS WAY  
HOUSTON, TX 77079  
(713) 323-2559  
kai.olsen@uk.bp.com~~

**Rockies Express Pipeline LLC**

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**3. ~~TERM OF SERVICE:~~**~~(Date, Period of Time or Event): September 1, 2020~~~~to~~~~(Date, Period of Time or Event): March 31, 2026~~**4. ~~SHIPPER'S STATUS:~~** ~~Local Distribution Company~~ ~~Intrastate Pipeline Company~~ ~~Interstate Pipeline Company~~ ~~Other: MARKETER~~**5. ~~TRANSPORTATION ON BEHALF OF:~~** ~~Local Distribution Company~~ ~~Intrastate Pipeline Company~~ ~~Interstate Pipeline Company~~ ~~Other: SHIPPER~~**6. ~~RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):~~**

<del>(Date, Period of Time or Event)</del>	<del>MDQ</del>
<del><u>September 1, 2020 – October 31, 2021</u></del>	<del><u>50,000</u></del>
<del><u>November 1, 2021 –</u></del>	<del><u>30,000</u></del>
<del><u>November 30, 2021</u></del>	
<del><u>December 1, 2021 – February 28, 2022</u></del>	<del><u>0</u></del>
<del><u>March 1, 2022 – March 31, 2022</u></del>	<del><u>30,000</u></del>
<del><u>April 1, 2022 – October 31, 2022</u></del>	<del><u>50,000</u></del>
<del><u>November 1, 2022 –</u></del>	<del><u>30,000</u></del>
<del><u>November 30, 2022</u></del>	
<del><u>December 1, 2022 – February 28, 2023</u></del>	<del><u>0</u></del>
<del><u>March 1, 2023 – March 31, 2023</u></del>	<del><u>30,000</u></del>
<del><u>April 1, 2023 – October 31, 2023</u></del>	<del><u>50,000</u></del>
<del><u>November 1, 2023 –</u></del>	<del><u>30,000</u></del>
<del><u>November 30, 2023</u></del>	
<del><u>December 1, 2023 – February 29, 2024</u></del>	<del><u>0</u></del>
<del><u>March 1, 2024 – March 31, 2024</u></del>	<del><u>30,000</u></del>
<del><u>April 1, 2024 – October 31, 2024</u></del>	<del><u>50,000</u></del>
<del><u>November 1, 2024 –</u></del>	<del><u>20,000</u></del>
<del><u>March 31, 2026</u></del>	

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

<del>(Date, Period of Time or Event)</del>	<del>Location #</del>	<del>Location Name</del>	<del>MDRQ</del>	<del>By Displacement Only (Yes or No)</del>
<del>09/01/2020 – 10/31/2021</del>	<del>42234</del>	<del>WHITE RI/REX MEEKER RIO BLANCO</del>	<del>50,000</del>	<del>NO</del>
<del>11/01/2021 – 11/30/2021</del>	<del>42234</del>	<del>WHITE RI/REX MEEKER RIO BLANCO</del>	<del>30,000</del>	
<del>12/01/2021 – 02/28/2022</del>	<del>42234</del>	<del>WHITE RI/REX MEEKER RIO BLANCO</del>	<del>0</del>	
<del>03/30/2022 – 03/31/2022</del>	<del>42234</del>	<del>WHITE RI/REX MEEKER RIO BLANCO</del>	<del>30,000</del>	
<del>04/01/2022 – 10/31/2022</del>	<del>42234</del>	<del>WHITE RI/REX MEEKER RIO BLANCO</del>	<del>50,000</del>	
<del>11/01/2022 – 11/30/2022</del>	<del>42234</del>	<del>WHITE RI/REX MEEKER RIO BLANCO</del>	<del>30,000</del>	
<del>12/01/2022 – 02/28/2023</del>	<del>42234</del>	<del>WHITE RI/REX MEEKER RIO BLANCO</del>	<del>0</del>	
<del>03/01/2023 – 03/31/2023</del>	<del>42234</del>	<del>WHITE RI/REX MEEKER RIO BLANCO</del>	<del>30,000</del>	
<del>04/01/2023 – 10/31/2023</del>	<del>42234</del>	<del>WHITE RI/REX MEEKER RIO BLANCO</del>	<del>50,000</del>	

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<del>11/01/2023– 11/30/2023</del>	<del>42234</del>	<del>WHITE RI/REX MEEKER RIO BLANCO</del>	<del>30,000</del>	
<del>12/01/2023– 02/29/2024</del>	<del>42234</del>	<del>WHITE RI/REX MEEKER RIO BLANCO</del>	<del>0</del>	
<del>03/01/2024– 03/31/2024</del>	<del>42234</del>	<del>WHITE RI/REX MEEKER RIO BLANCO</del>	<del>30,000</del>	
<del>04/01/2024– 10/31/2024</del>	<del>42234</del>	<del>WHITE RI/REX MEEKER RIO BLANCO</del>	<del>50,000</del>	
<del>11/01/2024– 03/31/2026</del>	<del>42234</del>	<del>WHITE RI/REX MEEKER RIO BLANCO</del>	<del>20,000</del>	

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

<del>(Date, Period of Time or Event)</del>	<del>Location #</del>	<del>Location Name</del>	<del>MDRQ</del>	<del>By Displacement Only (Yes or No)</del>
<del>09/01/2020– 10/31/2021</del>	<del>43537</del>	<del>MIDWSTRN/REX EDGAR</del>	<del>40,000</del>	<del>NO</del>
	<del>44414</del>	<del>TRUNKLNE/REX DOUGLAS</del>	<del>10,000</del>	
<del>11/01/2021– 11/30/2021</del>	<del>43537</del>	<del>MIDWSTRN/REX EDGAR</del>	<del>30,000</del>	
	<del>44414</del>	<del>TRUNKLNE/REX DOUGLAS</del>	<del>0</del>	
<del>12/01/2021– 02/28/2022</del>	<del>43537</del>	<del>MIDWSTRN/REX EDGAR</del>	<del>0</del>	
	<del>44414</del>	<del>TRUNKLNE/REX DOUGLAS</del>	<del>0</del>	
<del>03/30/2022–</del>	<del>43537</del>	<del>MIDWSTRN/REX</del>	<del>30,000</del>	

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<u>03/31/2022</u>		<u>EDGAR</u>		
	<u>44414</u>	<u>TRUNKLNE/REX</u> <u>DOUGLAS</u>	<u>0</u>	
<u>04/01/2022</u> – <u>10/31/2022</u>	<u>43537</u>	<u>MIDWSTRN/REX</u> <u>EDGAR</u>	<u>40,000</u>	
	<u>44414</u>	<u>TRUNKLNE/REX</u> <u>DOUGLAS</u>	<u>10,000</u>	
<u>11/01/2022</u> – <u>11/30/2022</u>	<u>43537</u>	<u>MIDWSTRN/REX</u> <u>EDGAR</u>	<u>30,000</u>	
	<u>44414</u>	<u>TRUNKLNE/REX</u> <u>DOUGLAS</u>	<u>0</u>	
<u>12/01/2022</u> – <u>02/28/2023</u>	<u>43537</u>	<u>MIDWSTRN/REX</u> <u>EDGAR</u>	<u>0</u>	
	<u>44414</u>	<u>TRUNKLNE/REX</u> <u>DOUGLAS</u>	<u>0</u>	
<u>03/01/2023</u> – <u>03/31/2023</u>	<u>43537</u>	<u>MIDWSTRN/REX</u> <u>EDGAR</u>	<u>30,000</u>	
	<u>44414</u>	<u>TRUNKLNE/REX</u> <u>DOUGLAS</u>	<u>0</u>	
<u>04/01/2023</u> – <u>10/31/2023</u>	<u>43537</u>	<u>MIDWSTRN/REX</u> <u>EDGAR</u>	<u>40,000</u>	
	<u>44414</u>	<u>TRUNKLNE/REX</u> <u>DOUGLAS</u>	<u>10,000</u>	
<u>11/01/2023</u> – <u>11/30/2023</u>	<u>43537</u>	<u>MIDWSTRN/REX</u> <u>EDGAR</u>	<u>30,000</u>	
	<u>44414</u>	<u>TRUNKLNE/REX</u> <u>DOUGLAS</u>	<u>0</u>	
<u>12/01/2023</u> – <u>02/29/2024</u>	<u>43537</u>	<u>MIDWSTRN/REX</u> <u>EDGAR</u>	<u>0</u>	
	<u>44414</u>	<u>TRUNKLNE/REX</u> <u>DOUGLAS</u>	<u>0</u>	
<u>03/01/2024</u> – <u>03/31/2024</u>	<u>43537</u>	<u>MIDWSTRN/REX</u> <u>EDGAR</u>	<u>30,000</u>	

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	<u>44414</u>	<u>TRUNKLNE/REX</u> <u>DOUGLAS</u>	<u>0</u>	
<u>04/01/2024-</u> <u>10/31/2024</u>	<u>43537</u>	<u>MIDWSTRN/REX</u> <u>EDGAR</u>	<u>40,000</u>	
	<u>44414</u>	<u>TRUNKLNE/REX</u> <u>DOUGLAS</u>	<u>10,000</u>	
<u>11/01/2024-</u> <u>03/31/2026</u>	<u>43537</u>	<u>MIDWSTRN/REX</u> <u>EDGAR</u>	<u>20,000</u>	
	<u>44414</u>	<u>TRUNKLNE/REX</u> <u>DOUGLAS</u>	<u>0</u>	

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

10. ~~RATES:~~

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

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

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

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

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

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

~~Incremental Facility Charge:~~

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

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

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

~~\_\_\_\_\_~~ Yes  
~~X~~ No

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

~~\_\_\_\_\_~~ Yes  
~~X~~ No

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

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

~~(Check one):~~

~~X~~ Not Applicable  
~~\_\_\_\_\_~~ Applicable (Complete the following):

~~\_\_\_\_\_~~

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

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

~~(Check one):~~

~~\_\_\_\_\_~~ Not Applicable  
~~X~~ Applicable (Complete the following):

~~Notice of Rollover Exercise:  
\_\_\_\_\_ 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  
Attn: Commercial Operations  
370 Van Gordon Street  
Lakewood, CO 80228  
e-mail: REX@tallgrassenergyllp.com~~

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

**Shipper Approval:**

Shipper: BP Energy Company

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

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

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC

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

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

\_\_\_\_\_

\_\_\_\_\_

**FIRM TRANSPORTATION  
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (Contract No. 954204) (“Rate Agreement”) is entered into on July 23, 2020 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **BP Energy Company** (“Shipper”). This Rate Agreement along with the Firm Transportation Negotiated Rate Agreement (Contract No. 954204-02) constitutes the negotiated agreement among the parties with respect to the negotiated rates.

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 September 1, 2020 through March 31, 2026.~~

1.2 ~~— **Transportation Agreement:** Rate Schedule FTS, Agreement No. 954204, dated July 23, 2020.~~

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

1.3 ~~— **Eligible Firm Transportation Quantity:**~~

<del>September 1, 2020 – October 31, 2021</del>	<del>50,000 dekatherms per day (“Dth/d”).</del>
<del>November 1, 2021 – November 30, 2021</del>	<del>30,000 Dth/d</del>
<del>December 1, 2021 – February 28, 2022</del>	<del>0 Dth/d</del>
<del>March 1, 2022 – March 31, 2022</del>	<del>30,000 Dth/d</del>
<del>April 1, 2022 – October 31, 2022</del>	<del>50,000 Dth/d</del>
<del>November 1, 2022 – November 30, 2022</del>	<del>30,000 Dth/d</del>
<del>December 1, 2022 – February 28, 2023</del>	<del>0 Dth/d</del>
<del>March 1, 2023 – March 31, 2023</del>	<del>30,000 Dth/d</del>
<del>April 1, 2023 – October 31, 2023</del>	<del>50,000 Dth/d</del>
<del>November 1, 2023 – November 30, 2023</del>	<del>30,000 Dth/d</del>
<del>December 1, 2023 – February 29, 2024</del>	<del>0 Dth/d</del>
<del>March 1, 2024 – March 31, 2024</del>	<del>30,000 Dth/d</del>
<del>April 1, 2024 – October 31, 2024</del>	<del>50,000 Dth/d</del>
<del>November 1, 2024 – March 31, 2026</del>	<del>20,000 Dth/d</del>

~~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, Shipper shall pay a fixed negotiated reservation rate of \$5.32292 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement identified in Section 1.2 (“Negotiated Rate(s)”), plus all applicable maximum surcharges, incremental facilities rates, charges, fees, and penalties identified in the Tariff.~~

~~**Index Sharing Component:** In addition to the Negotiated Reservation Component, Shipper will also pay REX the Monthly Sharing Amount (defined herein) during the time period of 09/01/20—03/31/21, 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; or (2) the Northern Demarc Midpoint price, as published by Platts Gas Daily, if the delivery is located in Zone 2.~~
- ~~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; (2) the Cheyenne Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 150, 160 or 170; (3) the index price for the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 600, 610, 620, 630, 640, 650; or (4) the index price for the CIG, Rocky Mountains Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 130 or 140 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), or (b)(4) immediately above; (ii) the applicable Power Cost Charges; (iii) the applicable commodity rate; and (iv) the ACA rate.~~

~~On each day during the time period of 09/01/20—03/31/21, 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 identified in Section 1.2 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 sixty hundredths (0.60) (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 during the time period of 9/01/20—03/31/2021, 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.—~~

~~Transportation quantities will be assessed at the maximum applicable Tariff rate if: (1) the transportation quantities are received or delivered from locations not identified in Sections 1.5 through 1.8; and/or (2) the delivered quantities exceed the Eligible Firm Transportation Quantity identified in Section 1.3. In addition to the Negotiated Rate(s) described in this Section 1.4, Shipper shall pay all applicable maximum surcharges, charges, fees, and penalties identified 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 that is identified in Section 1.2.~~

~~1.6 **Eligible Secondary Receipt Point(s):** All points located within segments 100, 110, 120, 130, 140, 150, 160, and 170 of Rockies Express' system and all points located on REX's Overthrust Lease.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement that is identified in Section 1.2.~~

~~1.8 **Eligible Secondary Delivery Point(s):** All points located within Zone 2 and Zone 3.~~

## **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 identified in Section 1.2 (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement, including without limitation the following: (i) transportation from the Eligible Primary Receipt Point(s) and/or Eligible Secondary Receipt Point(s) to the Eligible Primary Delivery Point(s) and/or Eligible Secondary Delivery Point(s); (ii) transportation commencing and ending during the Negotiated Rate Term; and (iii) an aggregate maximum daily firm transportation quantity less than or equal to the then applicable Eligible Firm Transportation Quantity. For any aggregate quantities transported under the Transportation Agreement identified in Section 1.2 (including transportation under capacity release of the same) not satisfying each of the parameters specified in the preceding sentence, 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 identified in Section 1.2 within the terms of the first sentence of this paragraph, 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 the~~

~~Tariff shall apply to service provided to Shipper under the Transportation Agreement identified in Section 1.2.~~

~~2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a full capacity release under the Transportation Agreement identified in Section 1.2, all rights granted to Shipper shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. Shipper acknowledges that, in the event of a partial capacity release under the Transportation Agreement identified in Section 1.2, Shipper must specify in the capacity release offer all rights, including without limitation the applicable rate(s), to be transferred to the replacement shipper.~~

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

~~ROCKIES EXPRESS PIPELINE LLC \_\_\_\_\_ BP ENERGY COMPANY \_\_\_\_\_~~

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

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

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

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of February 11, 2026, 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, 2026 and is the original contract.

\_\_\_\_\_ effective \_\_\_\_\_, this Amendment No. \_\_\_\_\_ amends and restates  
\_\_\_\_\_ FTS Contract No. \_\_\_\_\_ effective \_\_\_\_\_

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

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

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

3. TERM OF SERVICE:

\_\_\_\_\_ (Date, Period-of-Time or Event): April 1, 2026  
\_\_\_\_\_ to  
\_\_\_\_\_ (Date, Period-of-Time or Event): October 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  
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Section 4.49 - NRA Mico K# 962881  
 Section Version: 17.0.0

5. TRANSPORTATION ON BEHALF OF:

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

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>April 1, 2026 - October 31, 2026</u>	<u>50,000</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2026 - 10/31/2026</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>50,000</u>	<u>YES</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2026 - 10/31/2026</u>	<u>42228</u>	<u>CIG/REX FREWEN LAKE SWEETWATER</u>	<u>50,000</u>	<u>NO</u>

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

10. RATES:

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

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

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)  
Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

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

None  
Lump-sum payment of \_\_\_\_\_  
Monthly fee of \_\_\_\_\_ through \_\_\_\_\_.

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

\_\_\_\_\_ Yes  
 No

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

\_\_\_\_\_ Yes  
 No

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

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

(Check one):  
 Not Applicable  
Applicable (Complete the following):

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

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

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 February 11, 2026 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Mico, Inc. (“Shipper”).

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

**ARTICLE 1  
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From April 1, 2026 through October 31, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS Agreement No. 962881, dated February 11, 2026 (the "Transportation Agreement").

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

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

1.4 **Negotiated Rate(s):**

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

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

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

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

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

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

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

~~effective November 1, 2025 and is the original contract.~~

**Rockies Express Pipeline LLC**

FERC Gas Tariff  
Original Volume - The Book of Contracts

Section 4.49 - NRA Mico K# 962881  
Section Version: 17.0.0

\_\_\_\_\_ 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:

\_\_\_\_\_ 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  
-X- Other: SHIPPER

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

\_\_\_\_\_ (Date, Period of Time or Event) \_\_\_\_\_ MDQ  
November 1, 2025 - March 31, 2026 25,000

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

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

**Rockies Express Pipeline LLC**FERC Gas Tariff  
Original Volume - The Book of ContractsSection 4.49 - NRA Mico K# 962881  
Section Version: 17.0.0

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

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

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

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)~~

**Rockies Express Pipeline LLC**

FERC Gas Tariff  
Original Volume - The Book of Contracts

Section 4.49 - NRA Mico K# 962881  
Section Version: 17.0.0

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](mailto: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 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~~

- ~~e. Minus the sum of the following: (i) the applicable REX Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsections (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), (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**

**Rockies Express Pipeline LLC**

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Section Version: 17.0.0

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\_\_\_\_\_  
~~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 February 11, 2026, 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, 2026 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, 2026  
                   to  
                   (Date, Period-of-Time or Event): October 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 4.54 - NRA Radiate K# 962882  
Section Version: 6.0.0

5. TRANSPORTATION ON BEHALF OF:

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

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>April 1, 2026 - October 31, 2026</u>	<u>25,000</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2026 - 10/31/2026</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>25,000</u>	<u>YES</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2026 - 10/31/2026</u>	<u>42228</u>	<u>CIG/REX FREWEN LAKE SWEETWATER</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: Radiate Energy LLC

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

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

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC

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

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

**FIRM TRANSPORTATION  
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on February 11, 2026 (“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, 2026 through October 31, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS Agreement No. 962882, dated February 11, 2026 (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 \$1.52083 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

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

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

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

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

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

## **~~PALS REQUEST ORDER FORM~~**

DATED: February 11, 2025

Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.

PALS Agreement #: 552795

Type of Service: Park  Loan .

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

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

Maximum Aggregate Quantity: 40,000 (Dth)

**Rockies Express Pipeline LLC**

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Section Version: 6.0.0

Minimum Aggregate Quantity: 0 (Dth)

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

**Schedule:**

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

**Rates:**

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

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

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

**ADDITIONAL TERMS PERMITTED TARIFF:**

~~For each month of the Term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Monthly Fee of \$442,500/month for the entirety of service provided under this Request Order 961297, Request Order 961298 and Request Order 961299. The Maximum Aggregate Quantity Request Order ("MAQ RO") shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 961297, Request Order 961298 and Request Order 961299; equal to 100,000 Dth. Shipper's aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 961297, Request Order 961298 and Request Order 961299 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order ("MDQ RO") shall be the sum of the MDQ in Request Order 961297, Request Order 961298 and Request Order 961299; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO,~~

~~the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS. It is Shipper's sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order. Shipper must have a zero Dth balance at the end of each contract term.~~

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

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

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

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

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

**Shipper Approval:**

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: Its General Partner

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

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

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC

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

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

**Rockies Express Pipeline LLC**

FERC Gas Tariff

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Section 4.54 - NRA Radiate K# 962882

Section Version: 6.0.0

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Issued on: March 31, 2026  
Effective on: April 1, 2026

## 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 ~~August 17, 2023~~ March 17, 2026, 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, 2023 and is the original contract.

effective April 1, 2026, this Amendment No. 1 amends and restates FTS Contract No. 958854 effective August 17, 2023

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

on behalf of the Principals as set forth in MSOA Contract No. \_\_\_\_\_  
hereinafter individually and collectively referred to as "Shipper," which Principals  
meet the requirements set forth in such Multiple Shipper Option Agreement which is  
incorporated herein by reference.

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

SPIRE MISSOURI INC.  
ATTN: Justin Powers  
700 MARKET STREET  
ST. LOUIS, MO 63101  
(314) 452-4167  
justin.powers@spireenergy.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2023  
to

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

4. SHIPPER'S STATUS:

Local Distribution Company  
 Intrastate Pipeline Company  
 Interstate Pipeline Company  
 Other: \_\_\_\_\_

**Rockies Express Pipeline LLC**

FERC Gas Tariff  
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Section Version: 16.0.0

5. TRANSPORTATION ON BEHALF OF:

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

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<del>November 1, 2023 – March 31, 2024</del>	<del>20,000</del>
<del>April 1, 2024 – October 31, 2024</del>	<del>0</del>
<del>November 1, 2024 – March 31, 2025</del>	<del>20,000</del>
<del>April 1, 2025 – October 31, 2025</del>	<del>0</del>
<del>November 1, 2025 – March 31, 2026</del>	<del>20,000</del>
<del>April 1, 2026 – October 31, 2026</del>	<del>0</del>
<del>November 1, 2026 – March 31, 2027</del>	<del>20,000</del>
<del>April 1, 2027 – October 31, 2027</del>	<del>0</del>
<del>November 1, 2027 – March 31, 2028</del>	<del>20,000</del>

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>
<del>04/01/2026 - 10/31/2026</del> <del>11/01/2023 – 03/31/2024</del>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<del>20,000</del>	<u>NO</u>
<del>11/01/2026 - 03/31/2027</del> <del>04/01/2024 – 10/31/2024</del>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<del>020,000</del>	<u>NO</u>
<del>04/01/2027 - 10/31/2027</del> <del>11/01/2024 – 03/31/2025</del>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<del>20,000</del>	<u>NO</u>
<del>11/01/2027 - 03/31/2028</del> <del>04/01/2025 – 10/31/2025</del>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<del>020,000</del>	<u>NO</u>

**Rockies Express Pipeline LLC**

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<del>11/01/2025 - 03/31/2026</del>	<u>44413</u>	<del>NGPL/REX MOULTRIE</del>	<u>20,000</u>	<u>NO</u>
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8. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY (“MDDQ”):

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<del>04/01/2026 - 10/31/2026 11/01/2023 - 03/31/2024</del>	<u>60364</u>	<del>REX/REX CHEYENNE COMPRESSION POOL</del>	<u>20,000</u>	<u>NO</u>
<del>11/01/2026 - 03/31/2027 04/01/2024 - 10/31/2024</del>	<u>60364</u>	<del>REX/REX CHEYENNE COMPRESSION POOL</del>	<u>020,000</u>	<u>NO</u>
<del>04/01/2027 - 10/31/2027 11/01/2024 - 03/31/2025</del>	<u>60364</u>	<del>REX/REX CHEYENNE COMPRESSION POOL</del>	<u>20,000</u>	<u>NO</u>
<del>11/01/2027 - 03/31/2028 04/01/2025 - 10/31/2025</del>	<u>60364</u>	<del>REX/REX CHEYENNE COMPRESSION POOL</del>	<u>020,000</u>	<u>NO</u>
<del>11/01/2025 - 03/31/2026</del>	<u>60364</u>	<del>REX/REX CHEYENNE COMPRESSION POOL</del>	<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](mailto:REX@tallgrassenergyllp.com)

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

**Shipper Approval:**

Shipper: Spire Missouri 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 ~~August 17, 2023~~ March 17, 2026 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and **Spire Missouri Inc.** (“Shipper”). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Negotiated Rate Agreement between the parties hereto, dated August 17, 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:** From ~~November 1, 2023~~ April 1, 2026 through March 31, 20286.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 958854, dated ~~August 17, 2023~~ March 17, 2026 (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:**

<del>April 1, 2026 – October 31, 2026</del> 2023 – March 31, 2024	<del>November 1, 2026 – March 31, 2027</del> April 1, 2024 – October 31, 2024	0 dekatherms per day (“Dth/d”)20,000 dekatherms per day (“Dth/d”)
<del>November 1, 2026 – March 31, 2027</del> 2024 – October 31, 2024	<del>April 1, 2024 – October 31, 2024</del>	20,000 Dth/d0 Dth/d
<del>April 1, 2027 – October 31, 2027</del> 2024 – March 31, 2025	<del>November 1, 2027 – March 31, 2028</del> April 1, 2025 – October 31, 2025	0 Dth/d20,000 Dth/d
<del>November 1, 2027 – March 31, 2028</del> 2025 – October 31, 2025	<del>April 1, 2025 – October 31, 2025</del>	20,000 Dth/d0 Dth/d
<del>April 1, 2026 – October 31, 2026</del> 2025 – March 31, 2026	<del>November 1, 2025 – March 31, 2026</del>	0 dekatherms per day (“Dth/d”)20,000 Dth/d

**1.4 Negotiated Rate(s):**

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$10.64583 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 east-to-west. To be clear, the foregoing rates do not apply for nominated receipt point/delivery point paths that result in west-to-east transportation anywhere on the REX mainline.

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

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

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

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

\*The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate

**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 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 the REX mainline.

\*The Cheyenne Hub Facilities are subject to the Cheyenne Hub Incremental Facilities Rate

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

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

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

ROCKIES EXPRESS PIPELINE LLC

SPIRE MISSOURI INC.

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

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

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

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

**Rockies Express Pipeline LLC**

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.57 - NRA Spire K# 958854

Section Version: 16.0.0

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

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

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of February 23, 2026, 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, 2026 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 \_\_\_\_\_.

\_\_\_\_\_ on behalf of the Principals as set forth in MSOA Contract No. \_\_\_\_\_,  
\_\_\_\_\_ hereinafter individually and collectively referred to as "Shipper," which Principals  
\_\_\_\_\_ meet the requirements set forth in such Multiple Shipper Option Agreement which is  
\_\_\_\_\_ incorporated herein by reference.

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): April 1, 2026  
\_\_\_\_\_ to  
\_\_\_\_\_ (Date, Period-of-Time or Event): October 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 4.58 - NRA Tenaska K# 962929  
Section Version: 16.0.0

5. TRANSPORTATION ON BEHALF OF:

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

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>April 1, 2026 - October 31, 2026</u>	<u>25,000</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2026 - 10/31/2026</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>25,000</u>	<u>YES</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2026 - 10/31/2026</u>	<u>42228</u>	<u>CIG/REX FREWEN LAKE SWEETWATER</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@tallgrass.com

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

**Shipper Approval:**

Shipper: Tenaska Marketing Ventures

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

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

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC

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

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

**FIRM TRANSPORTATION  
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on February 23, 2026 (“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 April 1, 2026 through October 31, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS Agreement No. 962929, dated February 23, 2026 (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 \$1.52083 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement.

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

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

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

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

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

<u>ROCKIES EXPRESS PIPELINE LLC</u>	<u>TENASKA MARKETING VENTURES</u>
_____	_____
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)~~

~~effective November 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  
Original Volume - The Book of Contracts

Section 4.58 - NRA Tenaska K# 962929  
Section Version: 16.0.0

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

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

\_\_\_\_\_

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

3. \_\_\_\_\_ TERM OF SERVICE:

\_\_\_\_\_ (Date, Period of Time or Event): November 1, 2025  
\_\_\_\_\_ to

\_\_\_\_\_ (Date, Period of Time or Event): March 31, 2026

4. \_\_\_\_\_ SHIPPER'S STATUS:

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

5. \_\_\_\_\_ TRANSPORTATION ON BEHALF OF:

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

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

\_\_\_\_\_ (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)

**Rockies Express Pipeline LLC**

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Section Version: 16.0.0

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

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

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

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](mailto: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 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), (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: \_\_\_\_\_~~



**Rockies Express Pipeline LLC**

FERC Gas Tariff  
Original Volume - The Book of Contracts

Section 4.60 - NRA Twin Eagle K# 963014  
Section Version: 6.0.0

4. SHIPPER’S STATUS:

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

5. TRANSPORTATION ON BEHALF OF:

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

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>April 1, 2026 - October 31, 2026</u>	<u>10,000</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2026 - 10/31/2026</u>	<u>44413</u>	<u>NGPL/REX MOULTRIE</u>	<u>10,000</u>	<u>YES</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>04/01/2026 - 10/31/2026</u>	<u>42230</u>	<u>WIC/REX BITTER CREEK SWEETWATER</u>	<u>10,000</u>	<u>NO</u>

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

10. RATES:

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

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

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

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

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

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

Incremental Facility Charge:

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

None

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

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

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

Yes

No

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

Yes

No

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

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@tallgrass.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 16, 2026 (“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, 2026 through October 31, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS Agreement No. 963014, dated March 16, 2026 (the "Transportation Agreement").

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

1.3 **Eligible Firm Transportation Quantity:** 10,000 dekatherms per day (“Dth/d”).

1.4 **Negotiated Rate(s):**

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

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

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

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

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



**Rockies Express Pipeline LLC**

FERC Gas Tariff

Original Volume - The Book of Contracts

Section 4.60 - NRA Twin Eagle K# 963014

Section Version: 6.0.0

~~Maximum Aggregate Quantity: 20,000 (Dth)~~~~Minimum Aggregate Quantity: 0 (Dth)~~~~Term: Start April 1, 2025 End March 31, 2026~~~~Amendment #2: Start: January 20, 2026 End: March 31, 2026~~**Schedule:**

Date(s) Service to be Provided		Daily Quantity (Dth)			
		<input checked="" type="checkbox"/> <del>Park or</del> <input checked="" type="checkbox"/> <del>Loan Payback</del>		<input checked="" type="checkbox"/> <del>Loan or</del> <input checked="" type="checkbox"/> <del>Park Payback</del>	
From	Through	Minimum	Maximum	Minimum	Maximum
<del>04/01/2025</del>	<del>03/31/2026</del>	<del>0</del>	<del>20,000</del>	<del>0</del>	<del>20,000</del>
<u>Amendment #2</u>					
<del>01/20/2026</del>	<del>03/31/2026</del>	<del>0</del>	<del>10,000</del>	<del>0</del>	<del>10,000</del>

**Rates:**

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

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

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

ADDITIONAL TERMS PERMITTED TARIFF:

For each month of the Term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Monthly Fee of \$442,500/month for the entirety of service provided under this Request Order 961298 A2, Request Order 961297 and Request Order 961299 A2. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 961297, Request Order 961298 A2 and Request Order 961299 A2; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 961297, Request Order 961298 A2 and Request Order 961299 A2 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 961297, Request Order 961298 A2 and Request Order 961299 A2; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overtime Service Charge for initial, balance, and completion rates on Rate Schedule PALS. It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order. Shipper must have a zero Dth balance at the end of each contract term.

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

**Rockies Express Pipeline LLC**

FERC Gas Tariff  
Original Volume - The Book of Contracts

Section 4.60 - NRA Twin Eagle K# 963014  
Section Version: 6.0.0

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

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

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

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

**Shipper Approval:**

~~*Castleton Commodities Merchant Trading L.P.*~~

~~*By: Castleton Commodities Trading GP LLC*~~

~~Shipper: *Its General Partner*~~

~~Signature:~~

~~Title:~~

**Transporter Approval:**

Transporter: *Rockies Express Pipeline LLC*

Signature:

Title:

## **PALS REQUEST ORDER FORM**

DATED: March 25, 2026

Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.

PALS Agreement #: 552795

Type of Service: Park  Loan

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

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

Maximum Aggregate Quantity: 40,000 (Dth)

Minimum Aggregate Quantity: 0 (Dth)

Term: Start April 1, 2026 End March 31, 2027

**Schedule:**

<u>Date(s) Service to be Provided</u>		<u>Daily Quantity (Dth)</u>			
		<input checked="" type="checkbox"/> <u>Park or</u> <input checked="" type="checkbox"/> <u>Loan Payback</u>		<input checked="" type="checkbox"/> <u>Loan or</u> <input checked="" type="checkbox"/> <u>Park Payback</u>	
<u>From</u>	<u>Through</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
<u>04/01/2026</u>	<u>03/31/2027</u>	<u>0</u>	<u>20,000</u>	<u>0</u>	<u>20,000</u>

**Rates:**

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

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

<u>Dates</u>		<u>Rate Description</u>	<u>Rate (\$/dth)</u>
<u>From</u>	<u>Through</u>		
<u>04/01/2026</u>	<u>03/31/2027</u>	<u>Initial Rate</u>	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2026</u>	<u>03/31/2027</u>	<u>Balance Rate</u>	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2026</u>	<u>03/31/2027</u>	<u>Completion Rate</u>	<u>See Additional Terms Permitted by Tariff</u>

**ADDITIONAL TERMS PERMITTED TARIFF:**

In lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Term Rate of \$5,650,000, payable in equal monthly installments of \$470,833.33/month (Flat Monthly Fee), for the entirety of service provided under this Request Order 963100, Request Order 963101 and Request Order 963102. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 963100, Request Order 963101 and Request Order 963102; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 963100, Request Order 963101 and Request Order 963102 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 963100, Request Order 963101 and Request Order 963102; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS.

Quantities outside of the range of positive MAQ to negative MAQ and MDIQ and MDWQ on each individual PALS RO contract will not be eligible for any potential Term Rate Reductions as defined below.

If, during the Term, Transporter fails to make available shipper’s nominated Flexible PALS quantities as set forth in Request Order 963100, Request Order 963101 or Request Order 963102, and such failure is the result of action or inaction within the reasonable control of Transporter including the failure of Transporter to confirm and schedule the applicable nominated Flexible PALS quantities in the Timely Nomination Cycle, then the Term Rate will be reduced by an amount equal to the difference, if any, between the Term Rate paid during the Term less the Flexible PALS service tendered and delivered during the Term multiplied by the Recourse Rate for such Flexible PALS service provided.

It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order.

If shipper elects a physical delivery point instead of a hub or pool point, it is the shipper’s responsibility to confirm with the downstream or upstream pipeline that they will accept displacement nominations, if

necessary. Keep in mind that REX does not allow custody transfers (buys/sells) at physical locations that are deliveries only (e.g. NGPL Moultrie, ANR Shelby).

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

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

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

Given a shipper's ability to have multiple Injection/Withdrawal Points and to choose those points all in Zone 3, Zone 3 is the appropriate reference on a per Dth per day basis.

Nominated quantities exceeding 300% of the contract MDWQ or MDIQ will not be confirmed/scheduled. All confirmed/scheduled quantities are subject to Elapsed Pro-Rated Scheduled Quantity (EPSQ) limitations.

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

**Shipper Approval:**

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: It's General Partner

Signature:

Title:

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC

Signature:

Title:

**PALS REQUEST ORDER FORM**

DATED: ~~January 19, 2026~~

Shipper: ~~CASTLETON COMMODITIES MERCHANT TRADING L.P.~~

PALS Agreement #: ~~552795~~

Type of Service: Park ~~X~~ Loan ~~X~~.

Initiation Point Name(s) and Location(s): ~~LEBANON HUB POOL 44962~~

Completion Point Name(s) and Location(s): ~~LEBANON HUB POOL 44962~~

Maximum Aggregate Quantity: ~~40,000 (Dth)~~

Minimum Aggregate Quantity: ~~0 (Dth)~~

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

~~Amendment #2: Start: January 20, 2026 End: March 31, 2026~~

**Schedule:**

Date(s) Service to be Provided		Daily Quantity (Dth)			
		<input checked="" type="checkbox"/> <del>Park or</del> <input checked="" type="checkbox"/> <del>Loan Payback</del>		<input checked="" type="checkbox"/> <del>Loan or</del> <input checked="" type="checkbox"/> <del>Park Payback</del>	
From	Through	Minimum	Maximum	Minimum	Maximum
<del>04/01/2025</del>	<del>03/31/2026</del>	<del>0</del>	<del>10,000</del>	<del>0</del>	<del>10,000</del>
<del>Amendment #2</del>					
<del>01/20/2026</del>	<del>03/31/2026</del>	<del>0</del>	<del>20,000</del>	<del>0</del>	<del>20,000</del>

**Rates:**

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

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

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

~~ADDITIONAL TERMS PERMITTED TARIFF:~~

~~For each month of the Term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Monthly Fee of \$442,500/month for the entirety of service provided under this Request Order 961299 A2, Request Order 961297 and Request Order 961298 A2. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 961297, Request Order 961298 A2 and Request Order 961299 A2; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 961297, Request Order 961298 A2 and Request Order 961299 A2 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 961297, Request Order 961298 A2 and Request Order 961299 A2; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overtime Service Charge for initial, balance, and completion rates on Rate Schedule PALS. It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order. Shipper must have a zero Dth balance at the end of each contract term.~~

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

**Rockies Express Pipeline LLC**

FERC Gas Tariff  
Original Volume - The Book of Contracts

Section 4.61 - NRA Castleton K# 963100  
Section Version: 15.0.0

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

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

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

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

**Shipper Approval:**

~~*Castleton Commodities Merchant Trading L.P.*~~

~~*By: Castleton Commodities Trading GP LLC*~~

~~Shipper: *Its General Partner*~~

~~Signature:~~

~~Title:~~

**Transporter Approval:**

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

Signature:

Title:

**PALS REQUEST ORDER FORM**

DATED: March 25, 2026

Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.

PALS Agreement #: 552795

Type of Service: Park  Loan

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

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

Maximum Aggregate Quantity: 40,000 (Dth)

Minimum Aggregate Quantity: 0 (Dth)

Term: Start April 1, 2026 End March 31, 2027

**Schedule:**

<u>Date(s) Service to be Provided</u>		<u>Daily Quantity (Dth)</u>			
		<input checked="" type="checkbox"/> <u>Park or Loan Payback</u>		<input checked="" type="checkbox"/> <u>Loan or Park Payback</u>	
<u>From</u>	<u>Through</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
<u>04/01/2026</u>	<u>03/31/2027</u>	<u>0</u>	<u>20,000</u>	<u>0</u>	<u>20,000</u>

**Rates:**

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

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

<u>Dates</u>		<u>Rate Description</u>	<u>Rate (\$/dth)</u>
<u>From</u>	<u>Through</u>		
<u>04/01/2026</u>	<u>03/31/2027</u>	<u>Initial Rate</u>	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2026</u>	<u>03/31/2027</u>	<u>Balance Rate</u>	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2026</u>	<u>03/31/2027</u>	<u>Completion Rate</u>	<u>See Additional Terms Permitted by Tariff</u>

**ADDITIONAL TERMS PERMITTED TARIFF:**

In lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Term Rate of \$5,650,000, payable in equal monthly installments of \$470,833.33/month (Flat Monthly Fee), for the entirety of service provided under this Request Order 963101, Request Order 963100 and Request Order 963102. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 963101, Request Order 963100 and Request Order 963102; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 963101, Request Order 963100 and Request Order 963102 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 963101, Request Order 963100 and Request Order 963102; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS.

Quantities outside of the range of positive MAQ to negative MAQ and MDIQ and MDWQ on each individual PALS RO contract will not be eligible for any potential Term Rate Reductions as defined below.

If, during the Term, Transporter fails to make available shipper’s nominated Flexible PALS quantities as set forth in Request Order 963101, Request Order 963100 or Request Order 963102, and such failure is the result of action or inaction within the reasonable control of Transporter including the failure of Transporter to confirm and schedule the applicable nominated Flexible PALS quantities in the Timely Nomination Cycle, then the Term Rate will be reduced by an amount equal to the difference, if any, between the Term Rate paid during the Term less the Flexible PALS service tendered and delivered during the Term multiplied by the Recourse Rate for such Flexible PALS service provided.

It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order.

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

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

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

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

Given a shipper’s ability to have multiple Injection/Withdrawal Points and to choose those points all in Zone 3, Zone 3 is the appropriate reference on a per Dth per day basis.

Nominated quantities exceeding 300% of the contract MDWQ or MDIQ will not be confirmed/scheduled. All confirmed/scheduled quantities are subject to Elapsed Pro-Rated Scheduled Quantity (EPSQ) limitations.

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

**Shipper Approval:**

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: It's General Partner

Signature:

Title:

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC

Signature:

Title:

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

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of October 27, 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)~~

~~\_\_\_\_\_ effective \_\_\_\_\_ and is the original contract.~~

~~\_\_\_\_\_ X \_\_\_\_\_ effective April 1, 2023, this Amendment No. 2 amends and restates  
\_\_\_\_\_ FTS Contract No. 956480 effective January 4, 2022~~

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

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

~~\_\_\_\_\_~~  
~~HARTREE PARTNERS, LP.~~  
~~ATTN: Dan Devine~~  
~~1200 SMITH STREET, SUITE 1160~~  
~~HOUSTON, TX 77002~~  
~~(713) 470-6984~~  
~~ddevine@hartreepartners.com~~

3. ~~TERM OF SERVICE:~~

~~\_\_\_\_\_ (Date, Period of Time or Event): April 1, 2022~~  
~~\_\_\_\_\_ 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~~  
~~X Other: SHIPPER~~

**Rockies Express Pipeline LLC**

FERC Gas Tariff  
Original Volume - The Book of Contracts

Section 4.62 - NRA Castleton K# 963101  
Section Version: 3.0.0

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

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

~~April 1, 2022 – March 31, 2026 38,600~~

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

<del>(Date, Period of Time or Event)</del>	<del>Location #</del>	<del>Location Name</del>	<del>MDRQ</del>	<del>By Displacement Only (Yes or No)</del>
<del>10/01/2022 – 03/31/2023</del>	<del>60364</del>	<del>REX/REX CHEYENNE COMPRESSION POOL</del>	<del>38,600</del>	<del>NO</del>
<del>04/01/2023 – 03/31/2026</del>	<del>60364</del>	<del>REX/REX CHEYENNE COMPRESSION POOL</del>	<del>38,600</del>	<del>NO</del>

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

<del>(Date, Period of Time or Event)</del>	<del>Location #</del>	<del>Location Name</del>	<del>MDDQ</del>	<del>By Displacement Only (Yes or No)</del>
<del>10/01/2022 – 03/31/2023</del>	<del>42804</del>	<del>OVRTHRUS/REX WAMSUTTER (OT #27) SWE</del>	<del>38,600</del>	<del>NO</del>
<del>04/01/2023 – 03/31/2026</del>	<del>42804</del>	<del>OVRTHRUS/REX WAMSUTTER (OT #27) SWE</del>	<del>38,600</del>	<del>NO</del>

~~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

~~\_\_\_X\_\_\_~~ Applicable (Complete the following):

Notice of Rollover Exercise:

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

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

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

~~N/A~~

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

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

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

**Shipper Approval:**

Shipper: Hartree Partners, LP.

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

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

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC

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

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

**FIRM TRANSPORTATION  
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on October 27, 2022 (“Agreement Date”) by and between Rockies Express Pipeline LLC (“REX”) and Hartree Partners, LP. (“Shipper”).~~

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

## **ARTICLE 1**

### **NEGOTIATED RATE PARAMETERS**

~~1.1 **Negotiated Rate Term:** From April 1, 2023 through March 31, 2026.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 956480, dated October 27, 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:** 38,600 dekatherms per day ("Dth/d").~~

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

~~For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of \$5.17083 per dekatherm per month ("Dth/m") multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement ("Negotiated Rate(s)").~~

~~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):** None~~

~~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):** 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.~~

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

~~ROCKIES EXPRESS PIPELINE LLC \_\_\_\_\_ HARTREE PARTNERS, LP. \_\_\_\_\_~~

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

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

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

## PALS REQUEST ORDER FORM

DATED: March 25, 2026

Shipper: CASTLETON COMMODITIES MERCHANT TRADING L.P.

PALS Agreement #: 552795

Type of Service: Park  Loan

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

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

Maximum Aggregate Quantity: 20,000 (Dth)

Minimum Aggregate Quantity: 0 (Dth)

Term: Start April 1, 2026 End March 31, 2027

**Schedule:**

<u>Date(s) Service to be Provided</u>		<u>Daily Quantity (Dth)</u>			
		<input checked="" type="checkbox"/> <u>Park or Loan Payback</u>		<input checked="" type="checkbox"/> <u>Loan or Park Payback</u>	
<u>From</u>	<u>Through</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
<u>04/01/2026</u>	<u>03/31/2027</u>	<u>0</u>	<u>10,000</u>	<u>0</u>	<u>10,000</u>

**Rates:**

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

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

<u>Dates</u>		<u>Rate Description</u>	<u>Rate (\$/dth)</u>
<u>From</u>	<u>Through</u>		
<u>04/01/2026</u>	<u>03/31/2027</u>	<u>Initial Rate</u>	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2026</u>	<u>03/31/2027</u>	<u>Balance Rate</u>	<u>See Additional Terms Permitted by Tariff</u>
<u>04/01/2026</u>	<u>03/31/2027</u>	<u>Completion Rate</u>	<u>See Additional Terms Permitted by Tariff</u>

**ADDITIONAL TERMS PERMITTED TARIFF:**

In lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Term Rate of \$5,650,000, payable in equal monthly installments of \$470,833.33/month (Flat Monthly Fee), for the entirety of service provided under this Request Order 963102, Request Order 963100 and Request Order 963101. The Maximum Aggregate Quantity Request Order (“MAQ RO”) shall be the maximum aggregate quantity Transporter is obligated to park or loan for the account of Shipper under Request Order 963102, Request Order 963100 and Request Order 963101; equal to 100,000 Dth. Shipper’s aggregate quantity shall be the sum of the absolute value of any outstanding Park or Loan quantity under Request Order 963102, Request Order 963100 and Request Order 963101 at any point in time within the term of this agreement. The Maximum Daily Quantity Request Order (“MDQ RO”) shall be the sum of the MDQ in Request Order 963102, Request Order 963100 and Request Order 963101; equal to 50,000 Dth/d. Any quantities exceeding the MAQ RO, the MAQ, the MDQ RO, or the MDQ will be assessed the applicable maximum Overrun Service Charge for initial, balance, and completion rates on Rate Schedule PALS.

Quantities outside of the range of positive MAQ to negative MAQ and MDIQ and MDWQ on each individual PALS RO contract will not be eligible for any potential Term Rate Reductions as defined below.

If, during the Term, Transporter fails to make available shipper’s nominated Flexible PALS quantities as set forth in Request Order 963102, Request Order 963100 or Request Order 963101, and such failure is the result of action or inaction within the reasonable control of Transporter including the failure of Transporter to confirm and schedule the applicable nominated Flexible PALS quantities in the Timely Nomination Cycle, then the Term Rate will be reduced by an amount equal to the difference, if any, between the Term Rate paid during the Term less the Flexible PALS service tendered and delivered during the Term multiplied by the Recourse Rate for such Flexible PALS service provided.

It is Shipper’s sole responsibility to manage the balances within the range of the MAQ RO and the MDQ RO and within the range of the MAQ for each separate Request Order and the MDQ for each separate Request Order.

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

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

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

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

Given a shipper's ability to have multiple Injection/Withdrawal Points and to choose those points all in Zone 3, Zone 3 is the appropriate reference on a per Dth per day basis.

Nominated quantities exceeding 300% of the contract MDWQ or MDIQ will not be confirmed/scheduled. All confirmed/scheduled quantities are subject to Elapsed Pro-Rated Scheduled Quantity (EPSQ) limitations.

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

**Shipper Approval:**

Castleton Commodities Merchant Trading L.P.

By: Castleton Commodities Trading GP LLC

Shipper: It's General Partner

Signature:

Title:

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC

Signature:

Title:

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

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

~~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  
 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”):~~

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

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

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

~~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](mailto: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 4**  
**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 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), (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.~~

**Rockies Express Pipeline LLC**

FERC Gas Tariff  
Original Volume - The Book of Contracts

Section 4.68 - NRA Castleton K# 963102  
Section Version: 10.0.0

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

~~ROCKIES EXPRESS PIPELINE LLC~~ \_\_\_\_\_ ~~TENASKA MARKETING VENTURES~~ \_\_\_\_\_  
\_\_\_\_\_

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

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

~~effective 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  
 Other: MARKETER~~

**Rockies Express Pipeline LLC**

FERC Gas Tariff  
Original Volume - The Book of Contracts

Section 4.69 - NRA Reserved  
Section Version: 10.0.0

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) \_\_\_\_\_ MDQ~~  
~~November 1, 2025 – March 31, 2026      20,000~~

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

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

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

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

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](mailto: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 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), (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 ~~March 12, 2025~~ March 11, 2026, 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.

X effective April 1, 2026, this Amendment No. 1 amends and restates  
FTS Contract No. 961438 effective March 12, 2025

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

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

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

3. TERM OF SERVICE:

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

to

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

4. SHIPPER’S STATUS:

\_\_\_\_\_ Local Distribution Company

\_\_\_\_\_ Intrastate Pipeline Company

\_\_\_\_\_ Interstate Pipeline Company

X Other: MARKETER

5. TRANSPORTATION ON BEHALF OF:

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

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

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

April 1, 2025-2026 - March 31, 2028                      30,000

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>04/01/2025-2026-03/31/2028</u>	<u>43493</u>	<u>REX/REX MEEKER HUB POOL RIO BLANCO</u>	<u>30,000</u>	<u>NO</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>04/01/2025-2026 - 03/31/2028</u>	<u>43037</u>	<u>NNG/REX GAGE</u>	<del><u>30,000</u></del> <u>10,000</u> <u>0</u>	<u>NO</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](mailto:REX@tallgrassenergyllp.com)

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

**Shipper Approval:**

Shipper: Koch Energy Services, LLC  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

**FIRM TRANSPORTATION  
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on ~~March 12, 2025~~March 11, 2026 (“Agreement Date”) by and between **Rockies Express Pipeline LLC** (“REX”) and Koch Energy Services, LLC (“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 March 12, 2025, and applicable to the Transportation Agreement identified in Section 1.2 below.

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

**ARTICLE 1  
NEGOTIATED RATE PARAMETERS**

- 1.1 **Negotiated Rate Term:** From April 1, ~~2025-2026~~ through March 31, 2028.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 961438, dated March 12, 2025 (the "Transportation Agreement").

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

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

For each month of the Negotiated Rate Term, in lieu of the applicable maximum reservation recourse rate, Shipper shall pay a fixed negotiated reservation rate of ~~\$10.237288.20950~~ per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement (“Negotiated Rate(s)”).

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

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

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

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

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

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

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

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

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

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

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

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

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

**Rockies Express Pipeline LLC**

FERC Gas Tariff  
Original Volume - The Book of Contracts

Section 4.75 - NRA Koch K# 961438  
Section Version: 2.0.0

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ROCKIES EXPRESS PIPELINE LLC

KOCH ENERGY SERVICES, LLC

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

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

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

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

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

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

**Reserved for future use.**

**~~PALS REQUEST ORDER FORM~~**

~~DATED: January 20, 2026~~

~~Shipper: STANCHION GAS MARKETING, LLC~~

~~PALS Agreement #: 956915~~

~~Type of Service: Park  Loan .~~

~~Initiation Point Name(s) and Location(s): Zone 3 Delivered Pool Point 60503~~

~~Completion Point Name(s) and Location(s): Zone 3 Delivered Pool Point 60503~~

~~Maximum Aggregate Quantity: 20,000 (Dth)~~

~~Minimum Aggregate Quantity: 10,000 (Dth)~~

~~Term: Start January 21, 2026 End January 31, 2026~~

**Schedule:**

Date(s) Service to be Provided		Daily Quantity (Dth)			
		<input checked="" type="checkbox"/> <del>Park or</del> <input type="checkbox"/> <del>Loan Payback</del>		<input type="checkbox"/> <del>Loan or</del> <input checked="" type="checkbox"/> <del>Park Payback</del>	
From	Through	Minimum	Maximum	Minimum	Maximum
<u>01/21/2026</u>	<u>01/21/2026</u>	<u>10,000</u>	<u>20,000</u>	<u>0</u>	<u>0</u>
<u>01/22/2026</u>	<u>01/31/2026</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,500</u>

**Rates:**

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

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

Dates		Rate Description	Rate (\$/dth)
From	Through		
<u>01/21/2026</u>	<u>01/21/2026</u>	Initial Rate	<u>See Additional Terms Permitted by Tariff</u>
<u>01/21/2026</u>	<u>01/31/2026</u>	Balance Rate	<u>See Additional Terms Permitted by Tariff</u>
<u>01/22/2026</u>	<u>01/31/2026</u>	Completion Rate	<u>See Additional Terms Permitted by Tariff</u>

**ADDITIONAL TERMS PERMITTED TARIFF:**

~~For the entirety of the term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay REX a negotiated Flat Fee of \$52,800 for the entirety of service provided under this Request Order. The Negotiated Flat Fee will be prorated for the actual quantity nominated and confirmed, but in no event will Shipper pay for less than Minimum Aggregate Quantity in this contract.~~

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

**Shipper Approval:**

Shipper: Stanchion Gas Marketing, LLC

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

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

**Transporter Approval:**

Transporter: Rockies Express Pipeline LLC

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

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