

MIDCONTINENT EXPRESS PIPELINE LLC

March 6, 2024

Debbie-Anne Reese, Secretary
Federal Energy Regulatory Commission
888 First Street, N. E.
Washington, D.C. 20426

Re: Midcontinent Express Pipeline LLC
Non-Conforming Negotiated Rate Agreement Filing
Docket No. RP24-

Dear Ms. Reese:

Midcontinent Express Pipeline LLC (“MEP”) hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission (“Commission”) the tariff records listed in Appendix A for inclusion in its FERC Gas Tariffs, First Revised Volume No. 1 and Original Volume No. 2 (“Tariff”).

Proposed with an effective date of April 1, 2024, these tariff records update the Tariff to reflect a new transportation service agreement under Rate Schedule FTS of MEP’s Tariff with Trafigura Trading, LLC (“Trafigura”) (“Trafigura FTS Agreement”) containing a negotiated rate element and a non-conforming provision that is not included in the FTS Form of Service Agreement in MEP’s Tariff (“*Pro Forma*”).

Statement of Nature, Reasons, and Basis

This filing is submitted pursuant to the Commission’s Negotiated Rate Policy Statement issued January 31, 1996 in Docket No. RM95-6-000 (“Policy Statement”).¹ In the Policy Statement, the Commission announced that it would allow companies to implement negotiated/recourse rate programs. Section 30 of the General Terms and Conditions of MEP’s Tariff allows MEP to charge negotiated rates and provides that MEP will file with the Commission a tariff sheet advising the Commission of the specifics of the Negotiated Rate or, alternatively, MEP may file the contract setting out the Negotiated Rate. MEP, in this filing, is including a tariff record containing the contract.

In addition, the Trafigura FTS Agreement contains a non-conforming provision stating that MEP is only obligated to deliver on any day the contracted amount of firm service to the primary Destin Pipeline Company, LLC (“Destin”) delivery point if the pressure in Destin at this delivery

¹ The Commission’s current policies were originally established in, *Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines, Regulation of Negotiated Transportation Services, Statements of Policy and Comments*, 74 FERC ¶ 61,076 (1996), *order on clarification*, 74 FERC ¶ 61,194 (1996), *order on reh’g*, 75 FERC ¶ 61,024 (1996). See, also, *Natural Gas Pipeline Negotiated Rate Policies and Practices, Modification of Negotiated Rate Policy*, 104 FERC ¶ 61,134 (2003).

point is less than or equal to 950 psig (the “Non-Conforming Provision”). This is an operational requirement that would apply to any similarly situated firm shipper on MEP and has been previously approved by the Commission for similar agreements on MEP.² This provision is not unduly discriminatory and does not provide Trafigura any undue preference. Therefore, MEP respectfully requests the Commission accept this non-conforming pressure provision as it has in the past. The Trafigura FTS Agreement is included with redlined changes against the *Pro Forma* in Appendix B and the executed version is included in the proposed tariff records. Other than the Non-Conforming Provision, the Trafigura FTS Agreement does not deviate from the *Pro Forma*.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission’s regulations,³ MEP is submitting an eTariff XML filing package, which includes the following:

1. This transmittal letter;
2. A list of proposed tariff records and clean and marked versions of each tariff record in PDF format in Appendix A; and
3. A marked version of the Agreement reflecting changes from the *Pro Forma* in Appendix B.

MEP respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on April 1, 2024. As such, MEP requests the Commission grant a waiver of the notice requirements found in 18 C.F.R. § 154.207 of the Commission’s regulations. With respect to any tariff record the Commission allows to go into effect without change, MEP hereby moves to place the tendered tariff record into effect at the end any minimal suspension period specified by the Commission.

Correspondence and communications concerning this filing should be sent to each of the following persons and each of the following should be included on the Commission’s service list for this filing:

Ms. Karen Ferazzi
Assistant General Counsel
Midcontinent Express Pipeline LLC
1001 Louisiana St., Suite 1000
Houston, TX 77002
(713) 369-9354
Karen_Ferazzi@KinderMorgan.com

Mr. Ryan Leahy
Director, Regulatory
Midcontinent Express Pipeline LLC
Post Office Box 2563
Birmingham, AL 35209-2563
(205) 325-7105
Ryan_Leahy@KinderMorgan.com

MEP also requests that copies be sent to:

² The same non-conforming provision was previously reviewed and accepted by the Commission in Docket Nos. RP22-1236-000, RP23-690-000, and RP23-1082-000. See, e.g., Midcontinent Express Pipeline, LLC, Docket No. RP23-1082-000 (Oct. 23, 2023) (unpublished letter order). MEP remains in full compliance of its pressure requirements per the provisions of its Tariff.

³ 18 C.F.R. §§ 154.1 – 154.603 (2022).

Debbie-Anne Reese, Secretary
Federal Energy Regulatory Commission
Page 3

Mr. Michael T. Langston
VP & Chief Regulatory Officer
Energy Transfer Partners, L.P.
1300 Main St.
Houston, TX 77002
(713) 989-7610
Michael.Langston@EnergyTransfer.com

Pursuant to 18 C.F.R. § 154.4(b) and § 385.2005 (a)(2) of the Commission's regulations, the undersigned hereby certifies that he has read this filing and knows (i) the contents of such filing and the attachments; (ii) that the contents as stated in the filing and in the attachments are true to the best of his knowledge and belief; and (iii) that he possesses full power and authority to sign this filing.

Sincerely,

/s/ Ryan Leahy
Ryan Leahy
Director, Regulatory

CERTIFICATE OF SERVICE

I hereby certify that I have served the foregoing document upon all customers of Midcontinent Express Pipeline LLC and all interested state commissions this 6th day of March 2024.

/s/ Ryan Leahy
Ryan Leahy

(205) 325-7105

APPENDIX A
Midcontinent Express Pipeline LLC.

Issued: March 6, 2024
Effective: April 1, 2024

FERC Gas Tariff
First Revised Volume No. 1
Tariff Records

Description	Title	Version
Sheet No. 382	General Terms and Conditions-Sections 38, 38.1 through 38.11	14.0.0

FERC Gas Tariff
Original Volume No. 2
Tariff Records

Description	Title	Version
Part 3.3	Contract No. 220679-FTSMEP	2.0.0

GENERAL TERMS AND CONDITIONS

38. NON-CONFORMING AGREEMENTS

The Commission has directed that the following Agreements be filed with the Commission because they contain provisions which do not conform to MEP's pro forma service agreements.

38.1 Florida Power and Light Company, Transportation Rate Schedule FTS Agreement, Dated June 16, 2023 (Contract No. 220368-FTSMEP).

38.2 EXXONMOBILE OIL CORPORATION, Transportation Rate Schedule FTS Agreement, Dated November 15, 2023 (Contract No. 220684-FTSMEP).

38.3 Trafigura Trading, LLC, Transportation Rate Schedule FTS Agreement, Dated November 9, 2023 (Contract No. 220679-FTSMEP).

38.4 Reserved for Future Use.

38.5 Reserved for Future Use.

38.6 Reserved For Future Use.

38.7 Reserved for future use.

38.8 Reserved for Future Use.

38.9 Reserved for Future Use.

38.10 Reserved for Future Use.

38.11 Reserved for Future Use.

Contract No. 220679-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED November 9, 2023
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: TRAFIGURA TRADING LLC a MARKETER
2. MDQ totals: 50,000 Dth per Day. (Specify any seasonal and/or variable terms and quantities).
3. TERM: April 1, 2024 through March 31, 2027. Contractual Rollover Rights. Pursuant to Section 16.3 of the General Terms and Conditions of MEP's FERC Gas Tariff, Shipper shall have the following Contractual Rollover Rights, which rights supersede any otherwise applicable rollover or Right of First Refusal pursuant to such Section:
 - (i) Shipper shall have the sole right to extend the Term of this Agreement at the Negotiated Rates set forth on Exhibit C through March 31, 2028, so long as such right is exercised by written notice delivered to MEP (with email notice being sufficient) no later than August 1, 2026.
 - (ii) If the Term of this Agreement is extended through March 31, 2028 in accordance with subparagraph (i) above, then Shipper shall have the sole right to further extend the Term of this Agreement at the Negotiated Rates set forth on Exhibit C through March 31, 2029, so long as such right is exercised by written notice delivered to MEP (with email notice being sufficient) no later than August 1, 2027.
 - (iii) If the Term of this Agreement is extended through March 31, 2029 in accordance with subparagraph (ii) above, then Shipper shall have the sole right to further extend the Term of this Agreement at the Negotiate] Rates set forth on Exhibit C through March 31, 2030, so long as such right is exercised by written notice delivered to MEP (with email notice being sufficient) no later than August 1, 2028.
4. Service will be ON BEHALF OF:
☒ Shipper or
☐ Other: a _____
5. The ULTIMATE END USERS are (check one):
☐ customers of the following LDC/pipeline company(ies): _____
☐ customers in these states: _____; or
☒ customers within any state in the continental U.S.

Contract No. 220679-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED November 9, 2023
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

6. _____ This Agreement supersedes and cancels a _____ Agreement dated _____
_____ Capacity rights for this Agreement were released from _____
 X [for firm service only] Service and reservation charges commence the _____ later of:

(a) April 1, 2024, and

(b) the date capacity to provide the service hereunder is available on MEP's System.

_____ Other:

7. SHIPPER'S ADDRESSES

TRAFIGURA TRADING LLC
Angie Weber
1401 McKinney, Suite 2375
Houston, TX 77010

MEP'S ADDRESSES

MIDCONTINENT EXPRESS PIPELINE LLC
ATTENTION: ACCOUNT SERVICES
1001 LOUISIANA STREET
SUITE 1000
HOUSTON, TEXAS 77002

Payments:

FOR WIRE TRANSFER:

MIDCONTINENT EXPRESS PIPELINE LLC
JPMORGAN CHASE NEW YORK, NY 10004
ABA # 021 000 021
ACCOUNT # 216 872 553

8. Any or all of the following provisions may be included (where applicable) in the FTS or ITS Agreement and/or in any related Negotiated Rate, Negotiated Rate Formula or Discount contracts, if any:
- a. (DISCOUNTED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Notwithstanding any other provision of this Agreement, in no event shall a discounted rate billed by MEP be less than the applicable minimum rate or more than the applicable maximum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.

Contract No. 220679-FTSMEP

**MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED November 9, 2023
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)**

- b. (NEGOTIATED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Unless otherwise expressly provided in this Agreement, the Negotiated Rates or rates under a Negotiated Rate Formula shall apply to service provided by MEP to Shipper for the term of the Agreement notwithstanding any otherwise applicable maximum or minimum rates set forth in MEP's FERC Gas Tariff as may be revised from time to time.
- c. (DISCOUNTED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the discounted rate(s) apply, unless the relevant discounted rate billed to Shipper exceeds the corresponding applicable effective maximum rates set forth in MEP's FERC Gas Tariff, as approved by the FERC from time to time.
- d. (NEGOTIATED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the Negotiated Rates or rates under a Negotiated Rate Formula apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.
- e. (NEGOTIATED RATE AGREEMENTS ONLY) Shipper and MEP understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under MEP's FERC Gas Tariff and the regulations and policies of the FERC, including without limitation any requirements for MEP to file for and receive FERC approval of the Negotiated Rates.
- f. Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the relevant address set forth in the Transportation Agreement, as may be revised from time to time.
- g. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either MEP or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed a waiver of any other breach or default.

Contract No. 220679-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED November 9, 2023
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OF THE FERC'S REGULATIONS (CON'T)

- h. **Succession and Assignment.** In the event any entity succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Shipper, such entity shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement. No other assignment of the Agreement nor of any of the individual rights or obligations hereunder by Shipper shall be effective as to MEP without the prior express written consent of MEP. The Agreement may be assigned by MEP to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, which shall include Kinder Morgan Energy Partners, LP or any affiliate of Kinder Morgan Energy Partners, LP.
- i. **No Third Party Beneficiaries.** This Agreement shall not create any rights in any third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than MEP or Shipper.
- j. **Conformance to Law.** It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission.
- k. **Effect of Tariff.** This Agreement shall at all times be subject to all applicable provisions of MEP's FERC Gas Tariff. In the event of any conflict between this Agreement and the terms of Rate Schedule FTS and ITS, the terms of this Agreement shall govern as to the point of conflict.
- l. **GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.**
- m. **Entire Agreement.** This Agreement contains the entire agreement between MEP and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Agreement shall be effective unless agreed upon in a written instrument executed by MEP and Shipper which expressly refers to this Agreement.

Contract No. 220679-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED November 9, 2023
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

9. The above-stated Rate Schedule, as revised from time to time, controls this Agreement and is incorporated herein. The attached Exhibits A and B (for firm service only), and C (if applicable), are a part of this Agreement. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF TEXAS, AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT. This Agreement states the entire agreement between the parties and no waiver, representation, or agreement shall affect this Agreement unless it is in writing. Shipper shall provide the actual end user purchaser name(s) to MEP if MEP must provide them to the FERC.

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
MEP

TRAFIGURA TRADING LLC
SHIPPER

/s/: _____

/s/: _____

CARL H HAGA

Daniel S Quezada

NAME: _____

NAME: _____

VP-COMMERCIAL

Nat Gas Ops - Team Lead

TITLE: _____

TITLE: _____

Carl Haga
Vice President, Commercial

EXHIBIT A
DATED November 9, 2023
EFFECTIVE DATE April 1, 2024

Company: TRAFIGURA TRADING LLC

Contract No.: 220679-FTSMEP

Receipt Point(s):
[FTS Only]

<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth) 1/</u>
PRIMARY RECEIPT POINT(S):				
1. HPL/MEP LAMAR	LAMAR	TX	44440	20,000
2. MIDSHIP/MEP BENNINGTON BRYAN	BRYAN	OK	50502	30,000

SECONDARY RECEIPT POINT(S):

All secondary receipt points, and the related priorities and volumes, as provided under the Tariff provisions governing this Agreement.

Receipt Pressure, Assumed Atmospheric Pressure

Gas to be delivered to MEP at the Receipt Point(s) shall be at the pressure prevailing on MEP's System at that point, but shall not in excess of the Maximum Allowable Operating Pressure (MAOP) stated for each Receipt Point in MEP's Catalog of Points. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Receipt Point(s).

Rates

The rates shall be the applicable maximum rate and other applicable lawful charges except as otherwise provided in a separate written agreement. Such agreement shall be consistent with Section 34 or 30 of this Tariff (relating to discounts and to negotiated rates, respectively).

Fuel Gas and Unaccounted For Gas Percentages (%)

Shipper will be assessed the applicable percentages for Fuel Gas, for Booster Compression fuel and for Unaccounted For Gas unless MEP and Shipper mutually agree on monetary reimbursement.

1/ (Specify monthly variations if applicable)

EXHIBIT B
DATED November 9, 2023
EFFECTIVE DATE April 1, 2024

Company: TRAFIGURA TRADING LLC

Contract No.: 220679-FTSMEP

Delivery Point(s):
[FTS Only]

<u>Name/Location</u>	<u>County/Parish Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth) 1/</u>
PRIMARY DELIVERY POINT(S):				
1. DESTIN/MEP CLARKE	CLARKE	MS	44450	50,000
2/ MEP's obligations hereunder to make firm deliveries of gas to Shipper at the DESTIN/MEP CLARKE delivery point are contingent upon Destin Pipeline Company, LLC maintaining an operating pressure at said point of 950 pounds per square inch (psig) or less.				

SECONDARY DELIVERY POINT(S):

All secondary delivery points, and the related priorities and volumes, as provided under the Tariff provisions governing this Agreement.

Delivery Pressure, Assumed Atmospheric Pressure

Unless otherwise agreed by contract, gas to be delivered by MEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be at the pressures available in MEP's pipeline facilities from time to time.^{2/} The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Delivery Point(s).

^{1/} (Specify monthly variations if applicable)

^{2/} (Specify different delivery pressure if applicable)

EXHIBIT C
DATED November 9, 2023
EFFECTIVE April 1, 2024
NEGOTIATED RATE AGREEMENT

Company: Trafigura Trading LLC
Contract No.: 220679-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From April 1, 2024 through March 31, 2027

1.2 Negotiated Rates:

Negotiated Rates for Zones 1 and 2, as such Zones are defined in MEP's FERC Gas Tariff, as may be revised from time to time ("Tariff"):

(a) Negotiated Monthly Base Reservation Rate for Zone 1: \$ 7.604 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 7.604 /Dth of MDQ and

(c) Negotiated Base Commodity Rates:

\$N/A/Dth of MDQ. Shipper shall pay the maximum applicable commodity rate set forth in MEPs Tariff for service in Zone 1 and Zone 2.

1.3 Eligible Firm Transportation Quantity

50,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:

NAME	PIN	Eligible Point (MDQ) (Dth/day)
MIDSHIP/MEP BENNINGTON BRYAN	50502	30,000
HPL/MEP LAMAR	44440	20,000

1.5 Eligible Secondary Receipt Points

Eligible Secondary Receipt Points. The Negotiated Rates for capacity shall apply to service provided on a firm basis from all secondary receipt points within the primary path utilized for service hereunder, including pooling points.

1.6 Eligible Primary Delivery Points:

NAME	PIN	Eligible Point (MDQ) (Dth/day)
DESTIN/MEP	50502	50,000

- 1.7 Eligible Secondary Delivery Points. The Negotiated Rates for capacity in Zone 1 and Zone 2 shall apply to service provided on a firm basis to all secondary delivery points within the primary path utilized in Zone 1 and Zone 2 including pooling points in those zones.

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

- 2.1 General Negotiated Rate Limitations. The Negotiated Rates for Zone 1 and Zone 2: (i) service provided to Shipper by MEP from the Eligible Receipt Points to the Eligible Delivery Points during the Negotiated Rate Term; and (ii) an aggregate maximum daily firm transportation quantity equal to the Eligible Firm Transportation Quantity set forth in Article 1.3 above, for all quantities transported on a firm basis under the Transportation Agreement. For any aggregate quantities transported on a firm basis on any day for Shipper which: (i) are in excess of the applicable Eligible Firm Transportation Quantity; or (ii) involve any receipt or delivery points which are not Eligible Receipt or Delivery Points, Shipper shall be charged the greater of: (a) the 100% load factor daily rate equivalent of the Shipper's applicable Negotiated Rates for Zone 1, Zone 2; and (b) the 100% load factor daily rate equivalent of the applicable maximum base reservation and base commodity rates set forth in MEP's Tariff, as well as all applicable additional rates, charges and surcharges described in Article 2.2 below.
- 2.2 Discountable Third Party Surcharges. From time to time, certain reservation and/or commodity surcharges may be approved by the FERC for inclusion in MEP's FERC Gas Tariff which MEP is: (i) required to collect from Shipper and remit to the FERC or to another third party; and (ii) permitted to discount the amount of such surcharge from the applicable maximum rate set forth in MEP's FERC Gas Tariff ("Discountable Third Party Surcharges"). MEP shall discount any particular Discountable Third Party Surcharge to the maximum extent permitted under the provisions of MEP's FERC Gas Tariff. Shipper shall only be responsible for payment to MEP of any portion of such Discountable Third Party Surcharge which MEP is not permitted to discount and for which MEP bills Shipper. There are no applicable Discountable Third Party Surcharges; provided, however, to the extent any Discountable Third Party Surcharge is approved by the FERC for inclusion in MEP Tariff during the term hereof, MEP shall discount such Discountable Third Party Surcharge(s) to the maximum extent permitted under the provisions of its FERC Gas Tariff but not below the amount of such Discountable Third Party Surcharge(s) that MEP is required to remit. Accordingly, Shipper shall be responsible for and pay to MEP the amount attributable to such Discountable Third Party Surcharge(s) which MEP is responsible for paying and remitting to the FERC and/or third party.
- 2.3 Additional Rates, Charges, and Surcharges. In addition to Negotiated Rates for Zone 1 and Zone 2 set forth in this Exhibit C, and unless otherwise expressly provided herein, Shipper shall also pay MEP all other applicable maximum rates, charges, surcharges, and penalties of any nature set forth in MEP's Tariff, including without limitation all applicable (i) Fuel, booster fuel, and Gas Lost and Unaccounted For charges; (ii) authorized and unauthorized overrun charges; (iii) reservation surcharges; (iv) commodity charges and surcharges; and (v) ACA surcharges.

GENERAL TERMS AND CONDITIONS

38. NON-CONFORMING AGREEMENTS

The Commission has directed that the following Agreements be filed with the Commission because they contain provisions which do not conform to MEP's pro forma service agreements.

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38.3 [Trafigura Trading, LLC, Transportation Rate Schedule FTS Agreement, Dated November 9, 2023 \(Contract No. 220679-FTSMEP\).](#) ~~Reserved for Future Use.~~

38.4 Reserved for Future Use.

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Reserved for Future Use

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1. SHIPPER is: TRAFIGURA TRADING LLC a MARKETER
2. MDQ totals: 50,000 Dth per Day. (Specify any seasonal and/or variable terms and quantities).
3. TERM: April 1, 2024 through March 31, 2027. Contractual Rollover Rights. Pursuant to Section 16.3 of the General Terms and Conditions of MEP's FERC Gas Tariff, Shipper shall have the following Contractual Rollover Rights, which rights supersede any otherwise applicable rollover or Right of First Refusal pursuant to such Section:
 - (i) Shipper shall have the sole right to extend the Term of this Agreement at the Negotiated Rates set forth on Exhibit C through March 31, 2028, so long as such right is exercised by written notice delivered to MEP (with email notice being sufficient) no later than August 1, 2026.
 - (ii) If the Term of this Agreement is extended through March 31, 2028 in accordance with subparagraph (i) above, then Shipper shall have the sole right to further extend the Term of this Agreement at the Negotiated Rates set forth on Exhibit C through March 31, 2029, so long as such right is exercised by written notice delivered to MEP (with email notice being sufficient) no later than August 1, 2027.
 - (iii) If the Term of this Agreement is extended through March 31, 2029 in accordance with subparagraph (ii) above, then Shipper shall have the sole right to further extend the Term of this Agreement at the Negotiate] Rates set forth on Exhibit C through March 31, 2030, so long as such right is exercised by written notice delivered to MEP (with email notice being sufficient) no later than August 1, 2028.
4. Service will be ON BEHALF OF:
 X Shipper or
 Other: a _____
5. The ULTIMATE END USERS are (check one):
_____ customers of the following LDC/pipeline company(ies): _____
_____ customers in these states: _____ ; or
 X customers within any state in the continental U.S.

Contract No. 220679-FTSMEP

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6. This Agreement supersedes and cancels a _____ Agreement dated _____
Capacity rights for this Agreement were released from _____
X [for firm service only] Service and reservation charges commence the _____ later of:

(a) April 1, 2024, and
(b) the date capacity to provide the service hereunder is available on MEP's System.
Other: _____

7. SHIPPER'S ADDRESSES	MEP'S ADDRESSES
TRAFIGURA TRADING LLC	MIDCONTINENT EXPRESS PIPELINE LLC
Angie Weber	ATTENTION: ACCOUNT SERVICES
1401 McKinney, Suite 2375	1001 LOUISIANA STREET
Houston, TX 77010	SUITE 1000
	HOUSTON, TEXAS 77002
_____	Payments:
	FOR WIRE TRANSFER:
	MIDCONTINENT EXPRESS PIPELINE LLC
	JPMORGAN CHASE NEW YORK, NY 10004
	ABA # 021 000 021
	ACCOUNT # 216 872 553

8. Any or all of the following provisions may be included (where applicable) in the FTS or ITS Agreement and/or in any related Negotiated Rate, Negotiated Rate Formula or Discount contracts, if any:

a. (DISCOUNTED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Notwithstanding any other provision of this Agreement, in no event shall a discounted rate billed by MEP be less than the applicable minimum rate or more than the applicable maximum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.

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- b. (NEGOTIATED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Unless otherwise expressly provided in this Agreement, the Negotiated Rates or rates under a Negotiated Rate Formula shall apply to service provided by MEP to Shipper for the term of the Agreement notwithstanding any otherwise applicable maximum or minimum rates set forth in MEP's FERC Gas Tariff as may be revised from time to time.
- c. (DISCOUNTED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the discounted rate(s) apply, unless the relevant discounted rate billed to Shipper exceeds the corresponding applicable effective maximum rates set forth in MEP's FERC Gas Tariff, as approved by the FERC from time to time.
- d. (NEGOTIATED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the Negotiated Rates or rates under a Negotiated Rate Formula apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.
- e. (NEGOTIATED RATE AGREEMENTS ONLY) Shipper and MEP understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under MEP's FERC Gas Tariff and the regulations and policies of the FERC, including without limitation any requirements for MEP to file for and receive FERC approval of the Negotiated Rates.
- f. Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the relevant address set forth in the Transportation Agreement, as may be revised from time to time.
- g. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either MEP or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed a waiver of any other breach or default.

Contract No. 220679-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED November 9, 2023
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

- h. Succession and Assignment. In the event any entity succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Shipper, such entity shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement. No other assignment of the Agreement nor of any of the individual rights or obligations hereunder by Shipper shall be effective as to MEP without the prior express written consent of MEP. The Agreement may be assigned by MEP to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, which shall include Kinder Morgan Energy Partners, LP or any affiliate of Kinder Morgan Energy Partners, LP.
- i. No Third Party Beneficiaries. This Agreement shall not create any rights in any third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than MEP or Shipper.
- j. Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission.
- k. Effect of Tariff. This Agreement shall at all times be subject to all applicable provisions of MEP's FERC Gas Tariff. In the event of any conflict between this Agreement and the terms of Rate Schedule FTS and ITS, the terms of this Agreement shall govern as to the point of conflict.
- l. GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.
- m. Entire Agreement. This Agreement contains the entire agreement between MEP and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Agreement shall be effective unless agreed upon in a written instrument executed by MEP and Shipper which expressly refers to this Agreement.

Contract No. 220679-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED November 9, 2023
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

9. The above-stated Rate Schedule, as revised from time to time, controls this Agreement and is incorporated herein. The attached Exhibits A and B (for firm service only), and C (if applicable), are a part of this Agreement. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF TEXAS, AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT. This Agreement states the entire agreement between the parties and no waiver, representation, or agreement shall affect this Agreement unless it is in writing. Shipper shall provide the actual end user purchaser name(s) to MEP if MEP must provide them to the FERC.

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC	TRAFIGURA TRADING LLC
MEP	SHIPPER

/s/:	/s/:
------	------

CARL H HAGA	Daniel S Quezada
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NAME:	NAME:
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VP-COMMERCIAL	Nat Gas Ops - Team Lead
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TITLE:	TITLE:
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Carl Haga
Vice President, Commercial

EXHIBIT A
DATED November 9, 2023
EFFECTIVE DATE April 1, 2024

Company: TRAFIGURA TRADING LLC

Contract No.: 220679-FTSMEP

Receipt Point(s):
[FTS Only]

Name/Location	County Area	State	PIN No.	MDQ (Dth) 1/
PRIMARY RECEIPT POINT(S):				
1. HPL/MEP LAMAR	LAMAR	TX	44440	20,000
2. MIDSHIP/MEP BENNINGTON BRYAN	BRYAN	OK	50502	30,000

SECONDARY RECEIPT POINT(S):

All secondary receipt points, and the related priorities and volumes, as provided under the Tariff provisions governing this Agreement.

Receipt Pressure, Assumed Atmospheric Pressure

Gas to be delivered to MEP at the Receipt Point(s) shall be at the pressure prevailing on MEP's System at that point, but shall not in excess of the Maximum Allowable Operating Pressure (MAOP) stated for each Receipt Point in MEP's Catalog of Points. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Receipt Point(s).

Rates

The rates shall be the applicable maximum rate and other applicable lawful charges except as otherwise provided in a separate written agreement. Such agreement shall be consistent with Section 34 or 30 of this Tariff (relating to discounts and to negotiated rates, respectively).

Fuel Gas and Unaccounted For Gas Percentages (%)

Shipper will be assessed the applicable percentages for Fuel Gas, for Booster Compression fuel and for Unaccounted For Gas unless MEP and Shipper mutually agree on monetary reimbursement.

1/ (Specify monthly variations if applicable)

EXHIBIT B
DATED November 9, 2023
EFFECTIVE DATE April 1, 2024

Company: TRAFIGURA TRADING LLC

Contract No.: 220679-FTSMEP

Delivery Point(s):
[FTS Only]

<u>Name/Location</u>	<u>County/Parish Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth) 1/</u>
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PRIMARY DELIVERY POINT(S):

<u>1. DESTIN/MEP CLARKE</u>	<u>CLARKE</u>	<u>MS</u>	<u>44450</u>	<u>50,000</u>
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2/ MEP's obligations hereunder to make firm deliveries of gas to Shipper at the DESTIN/MEP CLARKE delivery point are contingent upon Destin Pipeline Company, LLC maintaining an operating pressure at said point of 950 pounds per square inch (psig) or less.

SECONDARY DELIVERY POINT(S):

All secondary delivery points, and the related priorities and volumes, as provided under the Tariff provisions governing this Agreement.

Delivery Pressure, Assumed Atmospheric Pressure

Unless otherwise agreed by contract, gas to be delivered by MEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be at the pressures available in MEP's pipeline facilities from time to time.2/ The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Delivery Point(s).

1/ (Specify monthly variations if applicable)

2/ (Specify different delivery pressure if applicable)

EXHIBIT C
DATED November 9, 2023
EFFECTIVE April 1, 2024
NEGOTIATED RATE AGREEMENT

Company: Trafigura Trading LLC
Contract No.: 220679-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From April 1, 2024 through March 31, 2027

1.2 Negotiated Rates:

Negotiated Rates for Zones 1 and 2, as such Zones are defined in MEP’s FERC Gas Tariff, as may be revised from time to time (“Tariff”):

(a) Negotiated Monthly Base Reservation Rate for Zone 1: \$ 7.604 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 7.604 /Dth of MDQ and

(c) Negotiated Base Commodity Rates:

\$N/A/Dth of MDQ. Shipper shall pay the maximum applicable commodity rate set forth in MEPs Tariff for service in Zone 1 and Zone 2.

1.3 Eligible Firm Transportation Quantity

50,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:

<u>NAME</u>	<u>PIN</u>	<u>Eligible Point (MDQ) (Dth/day)</u>
<u>MIDSHIP/MEP BENNINGTON BRYAN</u>	<u>50502</u>	<u>30,000</u>
<u>HPL/MEP LAMAR</u>	<u>44440</u>	<u>20,000</u>

1.5 Eligible Secondary Receipt Points

Eligible Secondary Receipt Points. The Negotiated Rates for capacity shall apply to service provided on a firm basis from all secondary receipt points within the primary path utilized for service hereunder, including pooling points.

1.6 Eligible Primary Delivery Points:

<u>NAME</u>	<u>PIN</u>	<u>Eligible Point (MDQ) (Dth/day)</u>
<u>DESTIN/MEP</u>	<u>50502</u>	<u>50,000</u>

1.7 Eligible Secondary Delivery Points. The Negotiated Rates for capacity in Zone 1 and Zone 2 shall apply to service provided on a firm basis to all secondary delivery points within the primary path utilized in Zone 1 and Zone 2 including pooling points in those zones.

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

- 2.1 General Negotiated Rate Limitations. The Negotiated Rates for Zone 1 and Zone 2: (i) service provided to Shipper by MEP from the Eligible Receipt Points to the Eligible Delivery Points during the Negotiated Rate Term; and (ii) an aggregate maximum daily firm transportation quantity equal to the Eligible Firm Transportation Quantity set forth in Article 1.3 above, for all quantities transported on a firm basis under the Transportation Agreement. For any aggregate quantities transported on a firm basis on any day for Shipper which: (i) are in excess of the applicable Eligible Firm Transportation Quantity; or (ii) involve any receipt or delivery points which are not Eligible Receipt or Delivery Points, Shipper shall be charged the greater of: (a) the 100% load factor daily rate equivalent of the Shipper's applicable Negotiated Rates for Zone 1, Zone 2; and (b) the 100% load factor daily rate equivalent of the applicable maximum base reservation and base commodity rates set forth in MEP's Tariff, as well as all applicable additional rates, charges and surcharges described in Article 2.2 below.
- 2.2 Discountable Third Party Surcharges. From time to time, certain reservation and/or commodity surcharges may be approved by the FERC for inclusion in MEP's FERC Gas Tariff which MEP is: (i) required to collect from Shipper and remit to the FERC or to another third party; and (ii) permitted to discount the amount of such surcharge from the applicable maximum rate set forth in MEP's FERC Gas Tariff ("Discountable Third Party Surcharges"). MEP shall discount any particular Discountable Third Party Surcharge to the maximum extent permitted under the provisions of MEP's FERC Gas Tariff. Shipper shall only be responsible for payment to MEP of any portion of such Discountable Third Party Surcharge which MEP is not permitted to discount and for which MEP bills Shipper. There are no applicable Discountable Third Party Surcharges; provided, however, to the extent any Discountable Third Party Surcharge is approved by the FERC for inclusion in MEP Tariff during the term hereof, MEP shall discount such Discountable Third Party Surcharge(s) to the maximum extent permitted under the provisions of its FERC Gas Tariff but not below the amount of such Discountable Third Party Surcharge(s) that MEP is required to remit. Accordingly, Shipper shall be responsible for and pay to MEP the amount attributable to such Discountable Third Party Surcharge(s) which MEP is responsible for paying and remitting to the FERC and/or third party.
- 2.3 Additional Rates, Charges, and Surcharges. In addition to Negotiated Rates for Zone 1 and Zone 2 set forth in this Exhibit C, and unless otherwise expressly provided herein, Shipper shall also pay MEP all other applicable maximum rates, charges, surcharges, and penalties of any nature set forth in MEP's Tariff, including without limitation all applicable (i) Fuel, booster fuel, and Gas Lost and Unaccounted For charges; (ii) authorized and unauthorized overrun charges; (iii) reservation surcharges; (iv) commodity charges and surcharges; and (v) ACA surcharges.

APPENDIX B
Midcontinent Express Pipeline LLC.

**Redline Non-Conforming Provision against
MEP's Pro Forma FTS Service Agreement**

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED November 9, 2023
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: TRAFIGURA TRADING LLC a MARKETER
2. MDQ totals: 50,000 Dth per Day. (Specify any seasonal and/or variable terms and quantities).
3. TERM: April 1, 2024 through March 31, 2027. Contractual Rollover Rights. Pursuant to Section 16.3 of the General Terms and Conditions of MEP's FERC Gas Tariff, Shipper shall have the following Contractual Rollover Rights, which rights supersede any otherwise applicable rollover or Right of First Refusal pursuant to such Section:
 - (i) Shipper shall have the sole right to extend the Term of this Agreement at the Negotiated Rates set forth on Exhibit C through March 31, 2028, so long as such right is exercised by written notice delivered to MEP (with email notice being sufficient) no later than August 1, 2026.
 - (ii) If the Term of this Agreement is extended through March 31, 2028 in accordance with subparagraph (i) above, then Shipper shall have the sole right to further extend the Term of this Agreement at the Negotiated Rates set forth on Exhibit C through March 31, 2029, so long as such right is exercised by written notice delivered to MEP (with email notice being sufficient) no later than August 1, 2027.
 - (iii) If the Term of this Agreement is extended through March 31, 2029 in accordance with subparagraph (ii) above, then Shipper shall have the sole right to further extend the Term of this Agreement at the Negotiate] Rates set forth on Exhibit C through March 31, 2030, so long as such right is exercised by written notice delivered to MEP (with email notice being sufficient) no later than August 1, 2028.
4. Service will be ON BEHALF OF:

 X Shipper or
 Other: a _____
5. The ULTIMATE END USERS are (check one):

 customers of the following LDC/pipeline company(ies): _____
 customers in these states: _____; or
 X customers within any state in the continental U.S.
6. This Agreement supersedes and cancels a _____ Agreement dated _____
 Capacity rights for this Agreement were released from _____
 X [for firm service only] Service and reservation charges commence the _____ later of:
 - (a) April 1, 2024, and
 - (b) the date capacity to provide the service hereunder is available on MEP's System.

 Other:

TRAFIGURA TRADING LLC
Angie Weber
1401 McKinney, Suite 2375
Houston, TX 77010

MIDCONTINENT EXPRESS PIPELINE LLC
ATTENTION: ACCOUNT SERVICES
1001 LOUISIANA STREET
SUITE 1000
HOUSTON, TEXAS 77002

Payments:
FOR WIRE TRANSFER:
MIDCONTINENT EXPRESS PIPELINE LLC
JPMORGAN CHASE NEW YORK, NY 10004
ABA # 021 000 021
ACCOUNT # 216 872 553

8. Any or all of the following provisions may be included (where applicable) in the FTS or ITS Agreement and/or in any related Negotiated Rate, Negotiated Rate Formula or Discount contracts, if any:
 - a. (DISCOUNTED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates.
Notwithstanding any other provision of this Agreement, in no event shall a discounted rate billed by MEP be less than the applicable minimum rate or more than the applicable maximum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED November 9, 2023
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

- b. (NEGOTIATED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Unless otherwise expressly provided in this Agreement, the Negotiated Rates or rates under a Negotiated Rate Formula shall apply to service provided by MEP to Shipper for the term of the Agreement notwithstanding any otherwise applicable maximum or minimum rates set forth in MEP's FERC Gas Tariff as may be revised from time to time.
- c. (DISCOUNTED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the discounted rate(s) apply, unless the relevant discounted rate billed to Shipper exceeds the corresponding applicable effective maximum rates set forth in MEP's FERC Gas Tariff, as approved by the FERC from time to time.
- d. (NEGOTIATED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the Negotiated Rates or rates under a Negotiated Rate Formula apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.
- e. (NEGOTIATED RATE AGREEMENTS ONLY) Shipper and MEP understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under MEP's FERC Gas Tariff and the regulations and policies of the FERC, including without limitation any requirements for MEP to file for and receive FERC approval of the Negotiated Rates.
- f. Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the relevant address set forth in the Transportation Agreement, as may be revised from time to time.
- g. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either MEP or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed a waiver of any other breach or default.
- h. Succession and Assignment. In the event any entity succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Shipper, such entity shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement. No other assignment of the Agreement nor of any of the individual rights or obligations hereunder by Shipper shall be effective as to MEP without the prior express written consent of MEP. The Agreement may be assigned by MEP to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, which shall include Kinder Morgan Energy Partners, LP or any affiliate of Kinder Morgan Energy Partners, LP.
- i. No Third Party Beneficiaries. This Agreement shall not create any rights in any third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than MEP or Shipper.
- j. Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission.

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED November 9, 2023
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

- k. Effect of Tariff. This Agreement shall at all times be subject to all applicable provisions of MEP's FERC Gas Tariff. In the event of any conflict between this Agreement and the terms of Rate Schedule FTS and ITS, the terms of this Agreement shall govern as to the point of conflict.
- l. GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.
- m. Entire Agreement. This Agreement contains the entire agreement between MEP and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Agreement shall be effective unless agreed upon in a written instrument executed by MEP and Shipper which expressly refers to this Agreement.
9. The above-stated Rate Schedule, as revised from time to time, controls this Agreement and is incorporated herein. The attached Exhibits A and B (for firm service only), and C (if applicable), are a part of this Agreement. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF TEXAS, AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT. This Agreement states the entire agreement between the parties and no waiver, representation, or agreement shall affect this Agreement unless it is in writing. Shipper shall provide the actual end user purchaser name(s) to MEP if MEP must provide them to the FERC.

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
MEP

TRAFIGURA TRADING LLC
SHIPPER

/s/: _____

/s/: _____

NAME: CARL H HAGA

NAME: Daniel S Quezada

TITLE: VP-COMMERCIAL

TITLE: Nat Gas Ops - Team Lead

Carl Haga
Vice President, Commercial

EXHIBIT A
DATED November 9, 2023
EFFECTIVE DATE April 1, 2024

Company: TRAFIGURA TRADING LLC

Contract No.: 220679-FTSMEP

Receipt Point(s):
[FTS Only]

	<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth) 1/</u>
PRIMARY RECEIPT POINT(S):					
1.	HPL/MEP LAMAR	LAMAR	TX	44440	20,000
2.	MIDSHIP/MEP BENNINGTON BRYAN	BRYAN	OK	50502	30,000

SECONDARY RECEIPT POINT(S):

All secondary receipt points, and the related priorities and volumes, as provided under the Tariff provisions governing this Agreement.

Receipt Pressure, Assumed Atmospheric Pressure

Gas to be delivered to MEP at the Receipt Point(s) shall be at the pressure prevailing on MEP's System at that point, but shall not in excess of the Maximum Allowable Operating Pressure (MAOP) stated for each Receipt Point in MEP's Catalog of Points. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Receipt Point(s).

Rates

The rates shall be the applicable maximum rate and other applicable lawful charges except as otherwise provided in a separate written agreement. Such agreement shall be consistent with Section 34 or 30 of this Tariff (relating to discounts and to negotiated rates, respectively).

Fuel Gas and Unaccounted For Gas Percentages (%)

Shipper will be assessed the applicable percentages for Fuel Gas, for Booster Compression fuel and for Unaccounted For Gas unless MEP and Shipper mutually agree on monetary reimbursement.

1/ (Specify monthly variations if applicable)

EXHIBIT B
DATED November 9, 2023
EFFECTIVE DATE April 1, 2024

Company: TRAFIGURA TRADING LLC

Contract No.: 220679-FTSMEP

Delivery Point(s):
[FTS Only]

<u>Name/Location</u>	<u>County/Parish Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth) 1/</u>
PRIMARY DELIVERY POINT(S):				
1. DESTIN/MEP CLARKE	CLARKE	MS	44450	50,000

2/ MEP's obligations hereunder to make firm deliveries of gas to Shipper at the DESTIN/MEP CLARKE delivery point are contingent upon Destin Pipeline Company, LLC maintaining an operating pressure at said point of 950 pounds per square inch (psig) or less.

SECONDARY DELIVERY POINT(S):

All secondary delivery points, and the related priorities and volumes, as provided under the Tariff provisions governing this Agreement.

Delivery Pressure, Assumed Atmospheric Pressure

Unless otherwise agreed by contract, gas to be delivered by MEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be at the pressures available in MEP's pipeline facilities from time to time.2/ The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Delivery Point(s).

1/ (Specify monthly variations if applicable)

2/ (Specify different delivery pressure if applicable)

EXHIBIT C
DATED November 9, 2023
EFFECTIVE April 1, 2024
NEGOTIATED RATE AGREEMENT

Company: Trafigura Trading LLC
Contract No.: 220679-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From April 1, 2024 through March 31, 2027

1.2 Negotiated Rates:

Negotiated Rates for Zones 1 and 2, as such Zones are defined in MEP's FERC Gas Tariff, as may be revised from time to time ("Tariff"):

- (a) Negotiated Monthly Base Reservation Rate for Zone 1: \$ 7.604 /Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 7.604 /Dth of MDQ and
- (c) Negotiated Base Commodity Rates:

\$N/A/Dth of MDQ. Shipper shall pay the maximum applicable commodity rate set forth in MEPs Tariff for service in Zone 1 and Zone 2.

1.3 Eligible Firm Transportation Quantity

50,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:

NAME	PIN	Eligible Point (MDQ) (Dth/day)
MIDSHIP/MEP BENNINGTON BRYAN	50502	30,000
HPL/MEP LAMAR	44440	20,000

1.5 Eligible Secondary Receipt Points

Eligible Secondary Receipt Points. The Negotiated Rates for capacity shall apply to service provided on a firm basis from all secondary receipt points within the primary path utilized for service hereunder, including pooling points.

1.6 Eligible Primary Delivery Points:

NAME	PIN	Eligible Point (MDQ) (Dth/day)
DESTIN/MEP	50502	50,000

- 1.7 Eligible Secondary Delivery Points. The Negotiated Rates for capacity in Zone 1 and Zone 2 shall apply to service provided on a firm basis to all secondary delivery points within the primary path utilized in Zone 1 and Zone 2 including pooling points in those zones.

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

- 2.1 General Negotiated Rate Limitations. The Negotiated Rates for Zone 1 and Zone 2: (i) service provided to Shipper by MEP from the Eligible Receipt Points to the Eligible Delivery Points during the Negotiated Rate Term; and (ii) an aggregate maximum daily firm transportation quantity equal to the Eligible Firm Transportation Quantity set forth in Article 1.3 above, for all quantities transported on a firm basis under the Transportation Agreement. For any aggregate quantities transported on a firm basis on any day for Shipper which: (i) are in excess of the applicable Eligible Firm Transportation Quantity; or (ii) involve any receipt or delivery points which are not Eligible Receipt or Delivery Points, Shipper shall be charged the greater of: (a) the 100% load factor daily rate equivalent of the Shipper's applicable Negotiated Rates for Zone 1, Zone 2; and (b) the 100% load factor daily rate equivalent of the applicable maximum base reservation and base commodity rates set forth in MEP's Tariff, as well as all applicable additional rates, charges and surcharges described in Article 2.2 below.
- 2.2 Discountable Third Party Surcharges. From time to time, certain reservation and/or commodity surcharges may be approved by the FERC for inclusion in MEP's FERC Gas Tariff which MEP is: (i) required to collect from Shipper and remit to the FERC or to another third party; and (ii) permitted to discount the amount of such surcharge from the applicable maximum rate set forth in MEP's FERC Gas Tariff ("Discountable Third Party Surcharges"). MEP shall discount any particular Discountable Third Party Surcharge to the maximum extent permitted under the provisions of MEP's FERC Gas Tariff. Shipper shall only be responsible for payment to MEP of any portion of such Discountable Third Party Surcharge which MEP is not permitted to discount and for which MEP bills Shipper. There are no applicable Discountable Third Party Surcharges; provided, however, to the extent any Discountable Third Party Surcharge is approved by the FERC for inclusion in MEP Tariff during the term hereof, MEP shall discount such Discountable Third Party Surcharge(s) to the maximum extent permitted under the provisions of its FERC Gas Tariff but not below the amount of such Discountable Third Party Surcharge(s) that MEP is required to remit. Accordingly, Shipper shall be responsible for and pay to MEP the amount attributable to such Discountable Third Party Surcharge(s) which MEP is responsible for paying and remitting to the FERC and/or third party.
- 2.3 Additional Rates, Charges, and Surcharges. In addition to Negotiated Rates for Zone 1 and Zone 2 set forth in this Exhibit C, and unless otherwise expressly provided herein, Shipper shall also pay MEP all other applicable maximum rates, charges, surcharges, and penalties of any nature set forth in MEP's Tariff, including without limitation all applicable (i) Fuel, booster fuel, and Gas Lost and Unaccounted For charges; (ii) authorized and unauthorized overrun charges; (iii) reservation surcharges; (iv) commodity charges and surcharges; and (v) ACA surcharges.