

# MIDCONTINENT EXPRESS PIPELINE LLC

October 2, 2024

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

Re: Midcontinent Express Pipeline LLC  
Negotiated Rate Agreement Filing  
Docket No. RP25-

Dear Ms. Reese:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Section 154 of the regulations of the Federal Energy Regulatory Commission (“Commission” or “FERC”), Midcontinent Express Pipeline LLC (“MEP”) hereby submits for filing and acceptance two (2) negotiated rate agreements under Rate Schedule FTS between MEP and Nextera Energy Marketing, LLC (“Nextera”) and MEP and Targa Gas Marketing, LLC (“Targa”) (individually, the “Agreement” and, collectively, the “Agreements”). In addition, MEP hereby submits the tariff records listed in Appendix A to reflect the inclusion of the Agreements in its FERC Gas Tariffs, First Revised Volume No. 1 and Original Volume No. 2 (“Tariff”) with a proposed effective date of August 1, 2024, as discussed further below.

## **Statement of Nature, Reasons, and Basis**

During a review to prepare for MEP’s fourth quarter Index of Customers filing, MEP identified it neglected to file with the Commission the Agreements that became effective August 1, 2024, on or before that effective date. Despite this oversight, MEP has confirmed the Agreements were properly and timely posted on MEP’s Internet Website through the firm transactional reporting link.

To correct for this oversight, MEP is submitting this filing pursuant to the Commission’s Negotiated Rate Policy Statement issued January 31, 1996 in Docket No. RM95-6-000 (“Policy Statement”).<sup>1</sup> In the Policy Statement, the Commission announced that it would allow companies to implement negotiated rate programs. Section 30 of the General Terms and Conditions (“GT&C”) of MEP’s Tariff allows MEP to implement negotiated rates and provides that MEP will file with the Commission a tariff record advising the Commission of the specifics of the negotiated rate or, alternatively, MEP may file the contract setting out the negotiated rate provisions. As a

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<sup>1</sup> 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).

part of this filing, MEP is submitting a tariff record containing a listing of the Agreements in its First Revised Volume No. 1 and a copy of each Agreement in Original Volume No. 2. The Agreements do not deviate in any material respect from the form of service agreement in MEP's Tariff.

Due to the administrative oversight, MEP respectfully requests a waiver of Section 30.1(c) of the GT&C of its Tariff which specifies the filing timing requirement of its negotiated rate agreements.<sup>2</sup> MEP also respectfully requests the Commission grant any waivers of the Commission's Regulations that it deems necessary to allow the proposed tariff record in the instant filing to become effective on August 1, 2024, as requested.

MEP understands that the Commission evaluates requests for waivers using a "four factor test." The Commission grants waivers of tariff provisions where: (1) the applicant acted in good faith; (2) the waiver is limited in scope; (3) the waiver addresses a concrete problem; and (4) the waiver does not have undesirable consequences, such as harming third parties.<sup>3</sup> MEP contends that the circumstances here satisfy this criteria.

First, MEP has acted in good faith by submitting this filing as soon as administratively feasible after it became aware of the oversight. Second, MEP's waiver request is limited in scope to adding two short-term negotiated rate agreements. Third, MEP's requested waiver addresses a concrete problem because, absent the waiver, the currently filed tariff record for MEP's negotiated rate transactions is not correct. Finally, MEP's requested waiver does not result in undesirable consequences, such as harm to any third parties because the Agreements were properly and timely identified on MEP's firm transactional reporting section of its Internet Website.

### **Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations,<sup>4</sup> MEP is submitting an eTariff XML filing package, which includes the following:

1. This transmittal letter; and
2. A list of proposed tariff records and clean and marked versions of each tariff record in PDF format in Appendix A.

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<sup>2</sup> GT&C Section 30.1(c) of MEP's Tariff specifies that "No later than the Business Day on which MEP commences service at such Negotiated Rate(s) or Negotiated Rate Formula (or if the Day on which MEP commences service is not a Business Day, then no later than the next Business Day after MEP commences service), MEP will file a tariff sheet advising the Commission of such Negotiated Rate or Negotiated Rate Formula, stating the name of Shipper, the type of service, the Receipt and Delivery Point(s) applicable to the service, the volume of the Gas to be transported, any other charges, and specifying either: (i) the specific Negotiated Rate included in such Agreement; or (ii) the Negotiated Rate Formula included in such Agreement with sufficient specificity such that the rate in effect from time to time can be readily calculated."

<sup>3</sup> See, e.g., *Citizens Sunrise Transmission LLC*, 171 FERC ¶ 61,106, at P 10 (2020)

<sup>4</sup> 18 C.F.R. §§ 154.1 – 154.603 (2024).

MEP respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on August 1, 2024 as requested. As such, MEP requests the Commission grant all necessary waivers as previously discussed. 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:

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 2<sup>nd</sup> day of October 2024.

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

**APPENDIX A**  
**Midcontinent Express Pipeline LLC.**

Issued: October 2, 2024  
Effective: August 1, 2024

**FERC Gas Tariff**  
**First Revised Volume No. 1**  
**Tariff Records**

<b>Description</b>	<b>Title</b>	<b>Version</b>
Sheet No. 24	Statement of Negotiated Rate Transactions	6.0.0

**FERC Gas Tariff**  
**Original Volume No. 2**  
**Tariff Records**

<b>Description</b>	<b>Title</b>	<b>Version</b>
Part 2.4	Nextera Energy Marketing, LLC	6.0.0
Part 2.5	Targa Gas Marketing LLC	4.0.0

STATEMENT OF NEGOTIATED RATE TRANSACTIONS  
PURSUANT TO SECTION 30

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Term of Contract</u>	<u>Volume (Dth/d)</u>	<u>Reservation Charge(s)</u>	<u>Commodity Charge(s)</u>	<u>Primary Point(s) / PIN No(s).</u>	
						<u>Receipt</u>	<u>Delivery</u>
Nextera Energy Marketing, LLC 1/	FTS	8/1/2024 through 10/31/2024	35,000	2/	2/	2/	2/
Targa Gas Marketing LLC 1/	FTS	8/1/2024 through 10/31/2024	15,000	2/	2/	2/	2/

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- 1/ The Negotiated Rate Agreement does not deviate in any material respect from the applicable form of service agreement in Midcontinent Express Pipeline LLC's FERC Gas Tariff.
  - 2/ The information is provided in the executed Negotiated Rate Exhibit which is contained in MEP's Original Volume No. 2.
  - 3/ The Negotiated Rate Agreement deviates in a material respect from the applicable form of service agreement in Midcontinent Express Pipeline LLC's FERC Gas Tariff and is included in its entirety in MEP's Original Volume No. 2 FERC Gas Tariff.

Contract No. 221000-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED May 13, 2024  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS

1. SHIPPER is: NEXTERA ENERGY MARKETING, LLC a MARKETER
2. MDQ totals: 35,000 Dth per Day. (Specify any seasonal and/or variable terms and quantities).
3. TERM: August 1, 2024 through October 31, 2024.
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.
6. \_\_\_\_\_ This Agreement supersedes and cancels a \_\_\_\_\_ Agreement dated \_\_\_\_\_  
\_\_\_\_\_ Capacity rights for this Agreement were released from \_\_\_\_\_  
 [for firm service only] Service and reservation charges commence the \_\_\_\_\_ later of:  
(a) August 1, 2024, and  
(b) the date capacity to provide the service hereunder is available on MEP's System.  
 Other:
7. SHIPPER'S ADDRESSES  
  
NEXTERA ENERGY MARKETING, LLC  
ROBERT IRWIN  
700 UNIVERSE BLVD., EPMB/JB  
JUNO BEACH, FL 33408  
  
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:

**Issued On: October 2, 2024**

**Effective On: August 1, 2024**

- 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.
- 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.
  
  - 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

NEXTERA ENERGY MARKETING, LLC  
SHIPPER

/s/: \_\_\_\_\_

/s/: \_\_\_\_\_

NAME: CARL H HAGA \_\_\_\_\_

NAME: ROBERT IRWIN \_\_\_\_\_

TITLE: \_\_\_\_\_  
Carl Haga  
Vice President, Commercial

TITLE: SENIOR PHYSICAL TRADER \_\_\_\_\_

**EXHIBIT A  
DATED May 13, 2024  
EFFECTIVE DATE August 1, 2024**

Company: NEXTERA ENERGY MARKETING, LLC

Contract No.: 221000-FTSMEP

Receipt Point(s):  
[FTS Only]

	<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth)</u>
PRIMARY RECEIPT POINT(S):					
1.	EMP-EOIT/MEP WEST POOL BRYAN	BRYAN	OK	44599	25,000
2.	EMP-EOIT/MEP WAYNOKA PLANT BRYAN	BRYAN	OK	44601	10,000

**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)

**Issued On: October 2, 2024**

**Effective On: August 1, 2024**

EXHIBIT B  
DATED May 13, 2024  
EFFECTIVE DATE August 1, 2024

Company: NEXTERA ENERGY MARKETING, LLC

Contract No.: 221000-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)</u>
PRIMARY DELIVERY POINT(S):				
1. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	35,000

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.<sup>2/</sup> The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Delivery Point(s).

<sup>1/</sup> (Specify monthly variations if applicable)

<sup>2/</sup> (Specify different delivery pressure if applicable)

EXHIBIT C  
DATED May 13, 2024  
EFFECTIVE August 1, 2024

NEGOTIATED RATE AGREEMENT

Company: NextEra Energy Marketing  
Contract No.: 221000-FTSMEP

ARTICLE 1  
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From August 1, 2024 through October 31, 2024

1.2 Negotiated Rates:

A. 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: \$ 6.4527 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 6.4527 /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.

B. Leased Capacity Charge:

\$0.15/Dth per day for capacity at the West Pool Bryan, plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of the point of interconnection between MEP and the Enable Oklahoma Intrastate Transmission system near Bennington, OK.

\$0.17/Dth per day for capacity at the Waynoka Plant, plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of the point of interconnection between MEP and the Enable Oklahoma Intrastate Transmission system near Bennington, OK.

1.3 Eligible Firm Transportation Quantity

35,000 Dth per day

1.4 Eligible Primary Receipt Points:

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NAME	PIN	Eligible Point (MDQ) (Dth/day)
EMP-EOIT/MEP WEST POOL BRYAN	44599	25,000
EMP-EOIT/MEP WAYNOKA PLANT BRYAN	44601	10,000

1.5 Eligible Secondary Receipt Points in Zones 1 and 2. The Negotiated Rates for Zones 1 and 2 shall apply to service provided on a firm basis from all secondary receipt points in Zones 1 and 2 within the primary path utilized for service hereunder, including pooling points.

1.6 Eligible Primary Delivery Points:

NAME	PIN	Eligible Point (MDQ) (Dth/day)
TRNSCO/MEP DEL CHOCTAW	44451	35,000

1.7 Eligible Secondary Delivery Points. The Negotiated Rates for Zones 1 and 2 shall apply to service provided on a firm basis to all secondary delivery points in Zones 1 and 2 within the primary path 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 and the Leased Capacity Charge shall apply to 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 the Leased Capacity Charge; 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 2.3 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 Zones 1 and 2 and the Leased Capacity Charge 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; Leased Capacity Activity Charges, and (v) ACA surcharges.

Contract No. 221006-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED May 15, 2024  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS

1. SHIPPER is: TARGA GAS MARKETING LLC a MARKETER
2. MDQ totals: 15,000 Dth per Day. (Specify any seasonal and/or variable terms and quantities).
3. TERM: August 1, 2024 through October 31, 2024.

[Specify contractual rollover rights or evergreen rights or seasonal or other variable term rights, if any]

\_\_\_\_\_

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.

6. \_\_\_\_\_ This Agreement supersedes and cancels a \_\_\_\_\_ Agreement dated \_\_\_\_\_

\_\_\_\_\_ Capacity rights for this Agreement were released from \_\_\_\_\_  
 [for firm service only] Service and reservation charges commence the \_\_\_\_\_ later of:

- (a) August 1, 2024, and
- (b) the date capacity to provide the service hereunder is available on MEP's System.

\_\_\_\_\_ Other:

7. SHIPPER'S ADDRESSES

TARGA GAS MARKETING LLC  
ZACH SMITH  
811 LOUISIANA ST STE 2100  
HOUSTON, TX 77002

- 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

**Issued On: October 2, 2024**

**Effective On: August 1, 2024**

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:



Contract No. 221006-FTSMEP

**MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED May 15, 2024  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS (CON'T)**

- 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.
- 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,

**Issued On: October 2, 2024**

**Effective On: August 1, 2024**

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.

Contract No. 221006-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED May 15, 2024  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS (CON'T)

- 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.
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

TARGA GAS MARKETING LLC  
SHIPPER

/s: \_\_\_\_\_

/s: \_\_\_\_\_

**Issued On: October 2, 2024**

**Effective On: August 1, 2024**

NAME: CARL H HAGA

NAME: Zach Smith

TITLE: Carl Haga  
Vice President, Commercial

TITLE: \_\_\_\_\_

**EXHIBIT A  
DATED May 15, 2024  
EFFECTIVE DATE August 1, 2024**

Company: TARGA GAS MARKETING LLC

Contract No.: 221006-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. EMP-EOIT/MEP WAYNOKA PLANT BRYAN	BRYAN	OK	44601	15,000

**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.

**Issued On: October 2, 2024**

**Effective On: August 1, 2024**

1/ (Specify monthly variations if applicable)

**EXHIBIT B  
DATED May 15, 2024  
EFFECTIVE DATE August 1, 2024**

Company: TARGA GAS MARKETING LLC

Contract No.: 221006-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>
<b>PRIMARY DELIVERY POINT(S):</b>				
1. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	15,000

**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.<sup>2/</sup> The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Delivery Point(s).

<sup>1/</sup> (Specify monthly variations if applicable)

<sup>2/</sup> (Specify different delivery pressure if applicable)

**EXHIBIT C  
DATED May 15, 2024  
EFFECTIVE August 1, 2024  
NEGOTIATED RATE AGREEMENT**

Company: Targa Gas Marketing LLC  
Contract No.: 221006-FTSMEP

**ARTICLE 1  
NEGOTIATED RATE PARAMETERS**

1.1 Negotiated Rate Term: From August 1, 2024 through October 31, 2024

1.2 Negotiated Rates:

A. 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: \$ 7.3000 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 7.3000 /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.

B. Leased Capacity Charge: \$0.17/Dth per day for capacity at the Waynoka Plant, plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of the point of interconnection between MEP and the Enable Oklahoma Intrastate Transmission system near Bennington, OK.

1.3 Eligible Firm Transportation Quantity

15,000 Dth per day

1.4 Eligible Primary Receipt Points:

NAME	PIN	Eligible Point (MDQ) (Dth/day)
EMP-EOIT/MEP WAYNOKA PLANT BRYAN	44601	15,000

1.5 Eligible Secondary Receipt Points in Zones 1 and 2

The Negotiated Rates for Zones 1 and 2 shall apply to service provided on a firm basis from all secondary

**Issued On: October 2, 2024**

**Effective On: August 1, 2024**

receipt points in Zones 1 and 2 within the primary path utilized for service hereunder, including pooling points.

1.6 Eligible Primary Delivery Points:

NAME	PIN	Eligible Point (MDQ) (Dth/day)
TRNSCO/MEP DEL CHOCTAW	44451	15,000

1.7 Eligible Secondary Delivery Points. The Negotiated Rates for Zones 1 and 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 and the Leased Capacity Charge shall apply to 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 the Leased Capacity Charge; 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 2.3 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 Zones 1 and 2 and the Leased Capacity Charge 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; Leased Capacity Activity Charges, and (v) ACA surcharges.

~~Reserved for Future Use~~ STATEMENT OF NEGOTIATED RATE TRANSACTIONS  
PURSUANT TO SECTION 30

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Term of Contract</u>	<u>Volume (Dth/d)</u>	<u>Reservation Charge(s)</u>	<u>Commodity Charge(s)</u>	<u>Primary Point(s) / PIN No(s).</u>	
						<u>Receipt</u>	<u>Delivery</u>
<u>Nextera Energy Marketing, LLC 1/</u>	<u>FTS</u>	<u>8/1/2024 through 10/31/2024</u>	<u>35,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
<u>Targa Gas Marketing LLC 1/</u>	<u>FTS</u>	<u>8/1/2024 through 10/31/2024</u>	<u>15,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>

1/ The Negotiated Rate Agreement does not deviate in any material respect from the applicable form of service agreement in Midcontinent Express Pipeline LLC's FERC Gas Tariff.

2/ The information is provided in the executed Negotiated Rate Exhibit which is contained in MEP's Original Volume No. 2.

3/ The Negotiated Rate Agreement deviates in a material respect from the applicable form of service agreement in Midcontinent Express Pipeline LLC's FERC Gas Tariff and is included in its entirety in MEP's Original Volume No. 2 FERC Gas Tariff.

~~Reserved for Future Use~~ Contract No. 221000-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED May 13, 2024  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS

1. SHIPPER is: NEXTERA ENERGY MARKETING, LLC a MARKETER
2. MDQ totals: 35,000 Dth per Day. (Specify any seasonal and/or variable terms and quantities).
3. TERM: August 1, 2024 through October 31, 2024.
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.
6. This Agreement supersedes and cancels a \_\_\_\_\_ Agreement dated \_\_\_\_\_  
Capacity rights for this Agreement were released from \_\_\_\_\_  
 [for firm service only] Service and reservation charges commence the \_\_\_\_\_ later of:  
\_\_\_\_\_  
(a) August 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

NEXTERA ENERGY MARKETING, LLC  
ROBERT IRWIN  
700 UNIVERSE BLVD., EPMB/JB  
JUNO BEACH, FL 33408

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.
  - 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.

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

NEXTERA ENERGY MARKETING, LLC  
SHIPPER

/s/:

/s/:

CARL H HAGA  
NAME:

ROBERT IRWIN  
NAME:

TITLE:

TITLE:

SENIOR PHYSICAL TRADER

Carl Haga  
Vice President, Commercial

EXHIBIT A  
DATED May 13, 2024  
EFFECTIVE DATE August 1, 2024

Company: NEXTERA ENERGY MARKETING, LLC

Contract No.: 221000-FTSMEP

Receipt Point(s):  
[FTS Only]

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

<u>1. EMP-EOIT/MEP WEST POOL BRYAN</u>	<u>BRYAN</u>	<u>OK</u>	<u>44599</u>	<u>25,000</u>
<u>2. EMP-EOIT/MEP WAYNOKA PLANT BRYAN</u>	<u>BRYAN</u>	<u>OK</u>	<u>44601</u>	<u>10,000</u>

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 May 13, 2024  
EFFECTIVE DATE August 1, 2024

Company: NEXTERA ENERGY MARKETING, LLC

Contract No.: 221000-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)</u>
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PRIMARY DELIVERY POINT(S):

<u>1. TRNSCO/MEP DEL CHOCTAW</u>	<u>CHOCTAW</u>	<u>AL</u>	<u>44451</u>	<u>35,000</u>
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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 May 13, 2024  
EFFECTIVE August 1, 2024

NEGOTIATED RATE AGREEMENT

Company: NextEra Energy Marketing  
Contract No.: 221000-FTSMEP

ARTICLE 1  
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From August 1, 2024 through October 31, 2024

1.2 Negotiated Rates:

A. 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: \$ 6.4527 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 6.4527 /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.

B. Leased Capacity Charge:

\$0.15/Dth per day for capacity at the West Pool Bryan, plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of the point of interconnection between MEP and the Enable Oklahoma Intrastate Transmission system near Bennington, OK.

\$0.17/Dth per day for capacity at the Waynoka Plant, plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of the point of interconnection between MEP and the Enable Oklahoma Intrastate Transmission system near Bennington, OK.

1.3 Eligible Firm Transportation Quantity

35,000 Dth per day

1.4 Eligible Primary Receipt Points:

<u>NAME</u>	<u>PIN</u>	<u>Eligible Point (MDQ) (Dth/day)</u>
<u>EMP-EOIT/MEP WEST POOL BRYAN</u>	<u>44599</u>	<u>25,000</u>
<u>EMP-EOIT/MEP WAYNOKA PLANT BRYAN</u>	<u>44601</u>	<u>10,000</u>

1.5 Eligible Secondary Receipt Points in Zones 1 and 2. The Negotiated Rates for Zones 1 and 2 shall apply to service provided on a firm basis from all secondary receipt points in Zones 1 and 2 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>TRNSCO/MEP DEL CHOCTAW</u>	<u>44451</u>	<u>35,000</u>

1.7 Eligible Secondary Delivery Points. The Negotiated Rates for Zones 1 and 2 shall apply to service provided on a firm basis to all secondary delivery points in Zones 1 and 2 within the primary path 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 and the Leased Capacity Charge shall apply to 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 the Leased Capacity Charge; 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 2.3 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 Zones 1 and 2 and the Leased Capacity Charge 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; Leased Capacity Activity Charges, and (v) ACA surcharges.

~~Reserved for Future Use~~ Contract No. 221006-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED May 15, 2024  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS

1. SHIPPER is: TARGA GAS MARKETING LLC a MARKETER
2. MDQ totals: 15,000 Dth per Day. (Specify any seasonal and/or variable terms and quantities).
3. TERM: August 1, 2024 through October 31, 2024.

[Specify contractual rollover rights or evergreen rights or seasonal or other variable term rights, if any]  
\_\_\_\_\_

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.

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

(a) August 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

<u>TARGA GAS MARKETING LLC</u>	<u>MIDCONTINENT EXPRESS PIPELINE LLC</u>
<u>ZACH SMITH</u>	<u>ATTENTION: ACCOUNT SERVICES</u>
<u>811 LOUISIANA ST STE 2100</u>	<u>1001 LOUISIANA STREET</u>
<u>HOUSTON, TX 77002</u>	<u>SUITE 1000</u>
	<u>HOUSTON, TEXAS 77002</u>

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:

\_\_\_\_\_  
\_\_\_\_\_

Contract No. 221006-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED May 15, 2024  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS (CON'T)

- 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.
- 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.

Contract No. 221006-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED May 15, 2024  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS (CON'T)

- 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.

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

TARGA GAS MARKETING LLC  
SHIPPER

/s/:

/s/:

CARL H HAGA Zach Smith  
NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

4  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

Carl Haga  
Vice President, Commercial



EXHIBIT A  
DATED May 15, 2024  
EFFECTIVE DATE August 1, 2024

Company: TARGA GAS MARKETING LLC

Contract No.: 221006-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>
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PRIMARY RECEIPT POINT(S):

<u>1. EMP-EOIT/MEP WAYNOKA PLANT BRYAN</u>	<u>BRYAN</u>	<u>OK</u>	<u>44601</u>	<u>15,000</u>
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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 May 15, 2024  
EFFECTIVE DATE August 1, 2024

Company: TARGA GAS MARKETING LLC

Contract No.: 221006-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>
<u>PRIMARY DELIVERY POINT(S):</u>				
<u>1. TRNSCO/MEP DEL CHOCTAW</u>	<u>CHOCTAW</u>	<u>AL</u>	<u>44451</u>	<u>15,000</u>

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 May 15, 2024  
EFFECTIVE August 1, 2024  
NEGOTIATED RATE AGREEMENT

Company: Targa Gas Marketing LLC  
Contract No.: 221006-FTSMEP

ARTICLE 1  
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From August 1, 2024 through October 31, 2024

1.2 Negotiated Rates:

A. 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: \$ 7.3000 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 7.3000 /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.

B. Leased Capacity Charge: \$0.17/Dth per day for capacity at the Waynoka Plant, plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of the point of interconnection between MEP and the Enable Oklahoma Intrastate Transmission system near Bennington, OK.

1.3 Eligible Firm Transportation Quantity

15,000 Dth per day

1.4 Eligible Primary Receipt Points:

<u>NAME</u>	<u>PIN</u>	<u>Eligible Point (MDQ) (Dth/day)</u>
<u>EMP-EOIT/MEP WAYNOKA PLANT BRYAN</u>	<u>44601</u>	<u>15,000</u>

1.5 Eligible Secondary Receipt Points in Zones 1 and 2

The Negotiated Rates for Zones 1 and 2 shall apply to service provided on a firm basis from all secondary

receipt points in Zones 1 and 2 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>TRNSCO/MEP DEL CHOCTAW</u>	<u>44451</u>	<u>15,000</u>

1.7 Eligible Secondary Delivery Points. The Negotiated Rates for Zones 1 and 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 and the Leased Capacity Charge shall apply to 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 the Leased Capacity Charge; 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 2.3 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 Zones 1 and 2 and the Leased Capacity Charge 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; Leased Capacity Activity Charges, and (v) ACA surcharges.