

# MIDCONTINENT EXPRESS PIPELINE LLC

October 28, 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 ARM Energy Management (“ARM”) and MEP and Southwest Energy, L.P. (“Southwest”), one (1) negotiated rate and non-conforming agreement under Rate Schedule FTS between MEP and ExxonMobil Oil (“ExxonMobil”), and one (1) non-conforming agreement under Rate Schedule FTS between MEP and Devon Gas Services, L.P. (“Devon”) (collectively, the “New Agreements”). In addition, MEP proposes the removal of two (2) expired negotiated rate agreements and one (1) expired non-conforming agreement (collectively, the “Expired Agreements”).<sup>1</sup> Furthermore, MEP hereby submits the tariff records listed in Appendix A to reflect the inclusion of the New Agreements and removal of the Expired Agreements in its FERC Gas Tariffs, First Revised Volume No. 1 and Original Volume No. 2 (“Tariff”) with a proposed effective date of November 1, 2024. MEP respectfully requests a waiver of the 30-day notice requirement to effectuate the November 1, 2024 effective date, as discussed below.

## **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”).<sup>2</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 of MEP’s Tariff allows MEP to implement negotiated rates and provides that MEP will file with the Commission a tariff record

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<sup>1</sup> The expired negotiated rate exhibits are with Nextera Energy Marketing, LLC and Targa Gas Marketing, LLC and the expired non-conforming agreement is with Spotlight Energy, LLC.

<sup>2</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).

advising the Commission of the specifics of the negotiated rate or, alternatively, MEP may file the contract setting out the negotiated rate.

As a part of this filing, MEP is submitting tariff records containing the new negotiated and non-conforming rate exhibits, which detail the specifics of the agreements. The negotiated rate agreements with ARM and Southwest do not deviate in any material respect from the form of service agreement in MEP's Tariff. The agreements with ExxonMobil and Devon contain 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 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.<sup>3</sup> 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 agreements with ExxonMobil and Devon are 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 agreements with ExxonMobil and Devon do not deviate from the *Pro Forma*.

### **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;
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 agreements with ExxonMobil and Devon reflecting the non-conforming provision 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 November 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.

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<sup>3</sup> The same non-conforming provision was previously reviewed and accepted by the Commission in Docket Nos. RP22-1236-000, RP23-690-000, RP23-1082-000, and RP24-512. See, e.g., Midcontinent Express Pipeline, LLC, Docket No. RP24-512-000 (Mar. 28, 2024) (unpublished letter order). MEP remains in full compliance of its pressure requirements per the provisions of its Tariff.

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

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 28<sup>th</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 28, 2024

Effective: November 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	7.0.0
Sheet No. 382	General Terms and Conditions-Sections 38, 38.1 through 38.11	17.0.0

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

<b>Description</b>	<b>Title</b>	<b>Version</b>
Part 2.4	ARM Energy Management LLC	7.0.0
Part 2.5	Southwest Energy, L.P.	5.0.0
Part 3.4	Devon Gas Services, L.P.	1.0.0
Part 4.1	ExxonMobil Oil Corporation	8.0.0

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>
ExxonMobil Oil Corporation 3/	FTS	11/1/2024 through 10/31/2026	75,000	2/	2/	2/	2/
ARM Energy Management LLC 1/	FTS	11/1/2024 through 10/31/2027	25,000	2/	2/	2/	2/
Southwest Energy, L.P. 1/	FTS	11/1/2024 through 3/31/2028	150,000	2/	2/	2/	2/

- 
- 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.

**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 ExxonMobil 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 August 13, 2024 (Contract No. 220679-FTSMEP).

38.4 Devon Gas Services, L.P., Transportation Rate Schedule FTS Agreement, Dated September 12, 2024 (Contract No. 220376-FTSMEP).

38.5 ExxonMobil Oil Corporation, Transportation Rate Schedule FTS Agreement, Dated May 22, 2024 (Contract No. 221029-FTSMEP).

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. 221131-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED July 31, 2024  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS

1. SHIPPER is: ARM ENERGY MANAGEMENT LLC a MARKETER
2. MDQ totals: 25,000 Dth per Day.
3. TERM: November 1, 2024 through October 31, 2027. Shipper shall pay the maximum applicable commodity rate set forth in MEPs Tariff for service in Zones 1 and 2, as well as all other applicable maximum rates, charges, surcharges, and penalties set forth in MEP's Tariff.

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:

Shipper shall have the sole right to extend the Term of this Agreement at a Negotiated Monthly Base Reservation Rate for Zone 1 of \$10.48 of MDQ and for Zone 2 of \$10.23 of MDQ 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 December 31, 2026.

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) November 1, 2024, and
  - (b) the date capacity to provide the service hereunder is available on MEP's System. Other: \_\_\_\_\_

**Issued On: October 28, 2024**

**Effective On: November 1, 2024**



7. SHIPPER'S ADDRESSES  
ADDRESSES

MEP'S

ARM ENERGY MANAGEMENT LLC  
LLC  
DEFAULT ADDRESSEE  
20329 State Highway 249  
Suite 450  
  
Houston, TX 77070

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

LLC  
10004

Payments:  
FOR WIRE TRANSFER:  
MIDCONTINENT EXPRESS PIPELINE

JPMORGAN CHASE NEW YORK, NY

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. 221131-FTSMEP

**MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED July 31, 2024  
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.

Contract No. 221131-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED July 31, 2024  
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  
LLC  
MEP

ARM ENERGY MANAGEMENT  
SHIPPER

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

/s/:

*CARL H HAGA*

*Macie*

***Grizzle***

NAME: \_\_\_\_\_

\_\_\_\_\_

VP-COMMERCIAL

***Scheduling***

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

\_\_\_\_\_

Carl Haga  
Vice President, Commercial

NAME:

*Gas*

TITLE:



1/ (Specify monthly variations if applicable)



EXHIBIT B  
DATED July 31, 2024  
EFFECTIVE DATE November 1, 2024

Company: ARM ENERGY MANAGEMENT LLC

Contract No.: 221131-FTSMEP

Delivery Point(s):  
[FTS Only]

MDQ

<u>Name/Location</u>	<u>County/Parish Area</u>	<u>State</u>	<u>PIN</u>	<u>No.</u>
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(Dth) 1/

PRIMARY DELIVERY POINT(S):

1. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	25,000
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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.<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 July 31, 2024  
EFFECTIVE November 1, 2024**

**NEGOTIATED RATE AGREEMENT**

Company: ARM Energy Management LLC  
Contract No.: 221131-FTSMEP

**ARTICLE 1  
NEGOTIATED RATE PARAMETERS**

1.1 Negotiated Rate Term: From November 1, 2024 through October 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: \$ 10.80 /Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 10.80 /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

25,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:

NAME (Dth/day)	PIN	Eligible Point (MDQ)
HPL/MEP LAMAR	44440	25,000

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 zones of the primary path utilized for service hereunder, including pooling points.

1.6 Eligible Primary Delivery Points:

NAME (MDQ) (Dth/day)	PIN	Eligible Point
TRNSCO/MEP DEL CHOCTAW	44451	25,000

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 zones of 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.

Contract No. 220971-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AMENDMENT NO. 1 DATED September 10, 2024  
TO AGREEMENT DATED April 22, 2024 (Agreement)

Agreement is amended:

1.  Exhibit A dated September 10, 2024. Changes Primary Receipt Point(s) and Point MDQ's. This Exhibit A replaces any previously dated Exhibit A.
2.  Exhibit B dated September 10, 2024. Changes Primary Delivery Point(s) and Point MDQ's. This Exhibit B replaces any previously dated Exhibit B.
3.  Exhibits A and B dated September 10, 2024. Changes Primary Receipt and Delivery Points and Point MDQ's. These Exhibits A and B replace any previously dated Exhibits A and B.
4.  Exhibit C dated September 10, 2024. This Exhibit C replaces previous Exhibit C.
5.  Revise Agreement MDQ:  Increase  Decrease
6.  The term of this Agreement is extended through \_\_\_\_\_.
7.  Other:

This Amendment No. 1 becomes effective November 1, 2024.

Except as hereinabove amended, the Agreement shall remain in full force and effect as written.

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC  
MEP

SOUTHWEST ENERGY, L.P.  
SHIPPER

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

/s/:

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

Hans Schutz  
NAME: \_\_\_\_\_

**Issued On: October 28, 2024**

**Effective On: November 1, 2024**

VP-COMMERCIAL  
TITLE: \_\_\_\_\_  
\_\_\_\_\_  
Carl Haga  
Vice President, Commercial

TITLE:

EXHIBIT A  
DATED: September 10, 2024  
EFFECTIVE DATE November 1, 2024

Company: SOUTHWEST ENERGY, L.P.

Contract No.: 220971-FTSMEP

Receipt Point(s):  
[FTS Only]

MDQ

<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN</u>	<u>No.</u>
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(Dth) 1/

PRIMARY RECEIPT POINT(S):

11/01/2024 - 03/31/2025

1. EMP-EOIT/MEP BENNINGTON BRYAN 150,000	BRYAN	OK	44438
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04/01/2025 - 03/31/2028

2. EMP-EOIT/MEP BENNINGTON BRYAN 200,000	BRYAN	OK	44438
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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: September 10, 2024  
EFFECTIVE DATE November 1, 2024**

Company: SOUTHWEST ENERGY, L.P.

Contract No.: 220971-FTSMEP

Delivery Point(s):

MDQ

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

11/01/2024 - 03/31/2025

1. TGP/MEP JASPER	JASPER	MS	44577	150,000
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04/01/2025 - 03/31/2028

2. TGP/MEP JASPER	JASPER	MS	44577	200,000
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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 to 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).

1/ (Specify monthly variations if applicable)  
2/ (Specify different delivery pressure if applicable)

**EXHIBIT C  
DATED September 10, 2024  
EFFECTIVE November 1, 2024**

**NEGOTIATED RATE AGREEMENT**

Company: Southwest Energy, LP  
Contract No.: 220971-FTSMEP

**ARTICLE 1  
NEGOTIATED RATE PARAMETERS**

1.1 Negotiated Rate Term: From November 1, 2024, through March 31, 2028.

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: \$8.2125/Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$8.2125/Dth of MDQ
- (c) Negotiated Base Commodity Rates: N/A

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

150,000 Dth per day in Zone 1 and Zone 2 (November 1, 2024 - March 31, 2025).  
200,000 Dth per day in Zone 1 and Zone 2 (April 1, 2025 - March 31, 2028).

1.4 Eligible Primary Receipt Points:

NAME (Dth/day)	PIN	Eligible Point (MDQ)
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EGT/MEP Bennington	44438	150,000dth/d (Nov. 1, 2024 - March 31, 2025)
March 31, 2028)		200,000dth/d (April 1, 2025 - March 31, 2028)

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 zones of the primary path utilized for service hereunder, including pooling points.

1.6 Eligible Primary Delivery Points:

NAME	PIN	Eligible Point (MDQ) (Dth/day)
Tenn Gas/MEP Jasper	44577	150,000dth/d (Nov. 1, 2024 - March 31, 2025)
		200,000dth/d (April 1, 2025 - March 31, 2028)

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 zones of 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.

Contract No. 220376-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AMENDMENT NO. 1 DATED September 12, 2024  
TO AGREEMENT DATED June 22, 2023 (Agreement)

Agreement is amended:

1.  Exhibit A dated September 12, 2024. Changes Primary Receipt Point(s) and Point MDQ's. This Exhibit A replaces any previously dated Exhibit A.
2.  Exhibit B dated September 12, 2024. Changes Primary Delivery Point(s) and Point MDQ's. This Exhibit B replaces any previously dated Exhibit B.
3.  Exhibits A and B dated September 12, 2024. Changes Primary Receipt and Delivery Points and Point MDQ's. These Exhibits A and B replace any previously dated Exhibits A and B.
4.  Exhibit C dated September 12, 2024. This Exhibit C amends previous Exhibit C.
5.  Revise Agreement MDQ:  Increase  Decrease  
In Section 2. of Agreement substitute Dth per Day for Dth per Day.
6.  The term of this Agreement is extended through \_\_\_\_\_.
7.  Other:

This Amendment No. 1 becomes effective November 1, 2024.

Except as hereinabove amended, the Agreement shall remain in full force and effect as written.

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC  
MEP

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

CARL H HAGA

DEVON GAS SERVICES, L.P.  
SHIPPER

/s/:

Tatum

**Issued On: October 28, 2024**

**Effective On: November 1, 2024**

Brewster  
NAME: \_\_\_\_\_  
\_\_\_\_\_

NAME:

VP-COMMERCIAL  
TITLE: \_\_\_\_\_  
\_\_\_\_\_

TITLE:

Carl Haga  
Vice President, Commercial



EXHIBIT A  
DATED: September 12, 2024  
EFFECTIVE DATE November 1, 2024

Company: DEVON GAS SERVICES, L.P.

Contract No.: 220376-FTSMEP

Receipt Point(s):  
[FTS Only]

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

11/01/2024 - 10/31/2026

1.	MIDSHIP/MEP BENNINGTON BRYAN	BRYAN	OK	50502	65,000
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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: September 12, 2024  
EFFECTIVE DATE November 1, 2024

Company: DEVON GAS SERVICES, L.P.

Contract No.: 220376-FTSMEP

Delivery Point(s):

MDQ

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

1. DESTIN/MEP CLARKE	CLARKE	MS	44450	40,000
2. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	25,000

1/ 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 to 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).

1/ (Specify monthly variations if applicable)  
2/ (Specify different delivery pressure if applicable)

**EXHIBIT C**  
**DATED: September 12, 2024**  
**EFFECTIVE DATE: November 1, 2024**

**COMPANY:** Devon Gas Services LP.  
**CONTRACT:** 220376-FTSMEP

**ARTICLE 1**  
**DISCOUNT PARAMETERS**

- 1.1 Discount Term:** From November 1, 2024 through October 31, 2026.
- 1.2 Transportation Agreement:** Rate Schedule FTS, Agreement No.220376-FTSMEP, dated June 22, 2023, with a Contract MDQ as follows:

Sixty-five Thousand (65,000) Dth/day                      November 1, 2024 through October 31, 2026.

- 1.3 Discounted Monthly Base Reservation Rate:**

\$13.6875/Dth. of MDQ per month of MDQ in Zones 1 and 2 on MEP (November 1, 2024 through October 31, 2025)

Zone 1:            \$6.8437/Dth plus  
Zone 2:            \$6.8438/Dth  
(Totaling \$0.45/Dth/day on a 100% load factor basis)

\$14.60/Dth of MDQ per month of MDQ in Zones 1 and 2 on MEP (November 1, 2025 through October 31, 2026)

Zone 1:            \$7.30/Dth plus  
Zone 2:            \$7.30Dth  
(Totaling \$0.48/Dth/day on a 100% load factor basis)

- 1.4 Discounted Firm Transportation Quantity:**

Sixty-five Thousand (65,000) Dth/day                      November 1, 2024 through October 31, 2026.

- 1.5 Discounted Primary Receipt Points:**

<u>NAME</u>	<u>PIN</u>	<u>DISCOUNTED POINT MDQ (Dth/d.)</u>
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MidShip/MEP Bennington Bryan  
2024 through October 31, 2026)

50502

65,000 (November 1,

- 1.6 **Discounted Secondary Receipt Points**: The Discounted Monthly Base Reservation Rate shall apply to service provided on a firm basis from the following secondary receipt points: All secondary receipt points located in the zones traversed by the primary path including pooling points in those zones.

1.7 **Discounted Primary Delivery Points:**

<u>NAME</u>	<u>PIN</u>	<u>POINT</u> <u>DISCOUNTED</u> <u>MDQ (Dth/d.)</u>
Transco/MEP Del Choctaw 2024 through October 31, 2026)	44451	25,000 (November 1,
DESTIN/MEP Clarke <sup>1</sup> 2024 through October 31, 2026)	44450	40,000 (November 1,

1/ 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.

1.8 **Discounted Secondary Delivery Points:** The Discounted Monthly Base Reservation Rate shall apply to service provided on a firm basis from the following secondary delivery points: All secondary delivery points located in the zones traversed by the primary path including pooling points in those zones.

1.9 **Fuel Charge:** Shipper shall reimburse MEP for Fuel Gas and Unaccounted For Gas in accordance with the provisions of MEP's Tariff.

**ARTICLE 2**  
**DISCOUNT TERMS AND CONDITIONS; OTHER CHARGES**

2.1 **General Discount Limitations** The Discounted Monthly Base Reservation Rate shall apply only to: (i) service provided to Shipper by MEP under the Transportation Agreement from the Discounted Receipt Points to the Discounted Delivery Points during the Discount Term; and (ii) a maximum daily firm transportation quantity equal to the Discounted Firm Transportation Quantity set forth in Section 1.4 above, for all quantities transported on a firm basis under the Transportation Agreement and any associated capacity release replacement agreements. Shipper shall be charged all applicable maximum rates, charges, and surcharges set forth in MEP's FERC Gas Tariff, as may be revised from time to time, for any aggregate quantities transported on a firm basis for Shipper and any associated capacity release replacement shippers which: (i) are in excess of the Discounted Firm Transportation Quantity, or (ii) involve any receipt or delivery points which are not Discounted Receipt or Delivery Points.

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 **Applicable Maximum Rates, Charges, and Surcharges** Unless otherwise expressly provided in this Agreement or agreed to in writing by MEP, all applicable maximum rates, charges, surcharges, and penalties of any nature set forth in MEP's FERC Gas Tariff, as may be revised from time to time, shall apply to service provided to Shipper under the Transportation Agreement, 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.



Contract No. 221029-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED May 22, 2024  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS

1. SHIPPER is: EXXONMOBIL OIL CORPORATION a PRODUCER
2. MDQ totals: 75,000 Dth per Day.
3. TERM: November 1, 2024 through October 31, 2026.  
In accordance with Section 16.3 of the General Terms and Conditions (“GT&C”) of MEP's FERC Gas Tariff, Shipper shall have the one-time contractual extension right to continue receiving service beyond the end of the Primary Term through a right-of-first-refusal (“ROFR”) process. Such ROFR process shall be conducted in accordance with the procedures specified in Section 16.2 of the GT&C, except that the notice deadline specified in Section 16.2(b) shall be 180 days prior to the expiration of the Primary Term. If Shipper does not exercise this extension right by the required deadline, this extension right shall expire, and this Agreement shall terminate at the end of the Primary Term.
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) November 1, 2024, and
  - (b) the date capacity to provide the service hereunder is available on MEP's System. Other: \_\_\_\_\_

7. SHIPPER'S ADDRESSES  
ADDRESSES

MEP'S

EXXONMOBIL OIL CORPORATION  
LLC  
DONALD JACKSON  
HOUSTON, TX

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

LLC  
  
10004

Payments:  
FOR WIRE TRANSFER:  
MIDCONTINENT EXPRESS PIPELINE

JPMORGAN CHASE NEW YORK, NY

ABA # 021 000 021  
ACCOUNT # 216 872 553

Contract No. 221029-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED May 22, 2024  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS (CON'T)

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.

Contract No. 221029-FTSMEP

**MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED May 22, 2024  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS (CON'T)**

- 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  
CORPORATION  
MEP

EXXONMOBIL OIL  
SHIPPER

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

/s/:

NAME: \_\_\_\_\_  
\_\_\_\_\_

NAME:

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

TITLE:

Carl Haga  
Vice President, Commercial

EXHIBIT A  
DATED May 22, 2024  
EFFECTIVE DATE November 1, 2024

Company: EXXONMOBIL OIL CORPORATION

Contract No.: 221029-FTSMEP

Receipt Point(s):  
[FTS Only]

MDQ

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

11/01/2024 - 03/31/2025

1.	EMP-EOIT/MEP BENNINGTON BRYAN 20,000	BRYAN	OK	44438	
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2.	HPL/MEP LAMAR 25,000	LAMAR	TX	44440	
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3.	MIDSHIP/MEP BENNINGTON BRYAN 30,000	BRYAN	OK	50502	
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04/01/2025 - 10/31/2025

4.	MIDSHIP/MEP BENNINGTON BRYAN 30,000	BRYAN	OK	50502	
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5.	HPL/MEP LAMAR 25,000	LAMAR	TX	44440	
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6.	EMP-EOIT/MEP BENNINGTON BRYAN 20,000	BRYAN	OK	44438	
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11/01/2025 - 03/31/2026

7.	EMP-EOIT/MEP BENNINGTON BRYAN 20,000	BRYAN	OK	44438	
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8.	HPL/MEP LAMAR 25,000	LAMAR	TX	44440	
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9.	MIDSHIP/MEP BENNINGTON BRYAN 30,000	BRYAN	OK	50502	
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04/01/2026 - 10/31/2026

10.	MIDSHIP/MEP BENNINGTON BRYAN 30,000	BRYAN	OK	50502	
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11.	HPL/MEP LAMAR 25,000	LAMAR	TX	44440	
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12.	EMP-EOIT/MEP BENNINGTON BRYAN 20,000	BRYAN	OK	44438	
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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 22, 2024  
 EFFECTIVE DATE November 1, 2024**

Company: EXXONMOBIL OIL CORPORATION

Contract No.: 221029-FTSMEP

Delivery Point(s):  
 [FTS Only]

MDQ

<u>Name/Location</u>	<u>County/Parish Area</u>	<u>State</u>	<u>PIN</u>	<u>No.</u>
----------------------	---------------------------	--------------	------------	------------

(Dth) 1/

**PRIMARY DELIVERY POINT(S):**

11/01/2024 - 03/31/2025				
1. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	75,000
04/01/2025 - 10/31/2025				
2. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	50,000
3. DESTIN/MEP CLARKE	CLARKE	MS	44450	25,000
11/01/2025 - 03/31/2026				
4. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	75,000
04/01/2026 - 10/31/2026				
5. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	50,000
6. DESTIN/MEP CLARKE	CLARKE	MS	44450	25,000

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.<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).

1/ (Specify monthly variations if applicable)  
2/ (Specify different delivery pressure if applicable)

EXHIBIT C  
DATED May 22, 2024  
EFFECTIVE November 1, 2024

NEGOTIATED RATE AGREEMENT

Company: ExxonMobil Oil Corporation  
Contract No.: 221029-FTSMEP

ARTICLE 1  
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2024 through October 31, 2026

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: \$ 10.48 /Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 10.23 /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

75,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:

NAME (Dth/day)	PIN	Eligible Point (MDQ)
HPL/MEP LAMAR	44440	25,000

Issued On: October 28, 2024

Effective On: November 1, 2024

MIDSHIP- Bennington	50502	30,000
EMP/EOIT Bennington	44438	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 (MDQ) (Dth/day)	PIN	Eligible Point
Nov. 1, 2024 - Mar 31, 2025 and Nov. 1, 2025 - Mar 31, 2026		
TRNSCO/MEP DEL CHOCTAW	44451	75,000
Apr. 1, 2025 - Oct 31, 2025 and Apr 1, 2025 - Oct 31, 2026		
(1) DESTIN	44450	25,000
TRNSCO/MEP DEL CHOCTAW	44451	50,000

(1)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.

**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.

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>ExxonMobil Oil Corporation</u> <del><u>3/Nextera Energy Marketing, LLC 1/</u></del>	FTS	<u>118/1/2024</u> through <del><u>10/31/2026</u></del> <u>2024</u>	<del><u>75,000</u></del> <u>35,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
<u>ARM Energy Management LLC</u> <del><u>1/Targa Gas Marketing LLC 1/</u></del>	FTS	<u>118/1/2024</u> through <del><u>10/31/2027</u></del> <u>2024</u>	<del><u>25,000</u></del> <u>15,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
<u>Southwest Energy, L.P. 1/</u>	FTS	<u>11/1/2024</u> through <u>3/31/2028</u>	<u>150,000</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.

**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 ~~ExxonMobil Oil Corporation~~~~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 August 13, 2024 (Contract No. 220679-FTSMEP).

38.4 ~~Devon Gas Services, L.P.~~~~Spotlight Energy, LLC~~, Transportation Rate Schedule FTS Agreement, Dated ~~September 12~~~~May 14~~, 2024 (Contract No. 220376444-FTSMEP).

38.5 ~~ExxonMobil Oil Corporation, Transportation Rate Schedule FTS Agreement, Dated May 22, 2024 (Contract No. 221029-FTSMEP)~~~~Reserved for Future Use.~~

38.6 Reserved ~~For~~ Future Use.

38.7 Reserved for ~~F~~future ~~U~~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. 221131-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED July 31, 2024  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS

1. SHIPPER is: ARM ENERGY MANAGEMENT LLC a MARKETER
2. MDQ totals: 25,000 Dth per Day.
3. TERM: November 1, 2024 through October 31, 2027. Shipper shall pay the maximum applicable commodity rate set forth in MEPs Tariff for service in Zones 1 and 2, as well as all other applicable maximum rates, charges, surcharges, and penalties set forth in MEP's Tariff.

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:

Shipper shall have the sole right to extend the Term of this Agreement at a Negotiated Monthly Base Reservation Rate for Zone 1 of \$10.48 of MDQ and for Zone 2 of \$10.23 of MDQ 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 December 31, 2026.

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

7. SHIPPER'S ADDRESSES  
ADDRESSES

MEP'S

ARM ENERGY MANAGEMENT LLC  
LLC

MIDCONTINENT EXPRESS PIPELINE

DEFAULT ADDRESSEE  
20329 State Highway 249  
Suite 450  
Houston, TX 77070

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. 221131-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED July 31, 2024  
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.



Grizzle 2

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ VP-COMMERCIAL 3 \_\_\_\_\_ Gas

Scheduling 4

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

\_\_\_\_\_

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

EXHIBIT A  
DATED July 31, 2024  
EFFECTIVE DATE November 1, 2024

Company: ARM ENERGY MANAGEMENT LLC

Contract No.: 221131-FTSMEP

Receipt Point(s):  
[FTS Only]

MDQ

<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN</u>	<u>No.</u>
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(Dth) 1/

PRIMARY RECEIPT POINT(S):

<u>1. HPL/MEP LAMAR</u>	<u>LAMAR</u>	<u>TX</u>	<u>44440</u>	
<u>25,000</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 July 31, 2024  
EFFECTIVE DATE November 1, 2024

Company: ARM ENERGY MANAGEMENT LLC

Contract No.: 221131-FTSMEP

Delivery Point(s):  
[FTS Only]

MDQ

<u>Name/Location</u>	<u>County/Parish Area</u>	<u>State</u>	<u>PIN</u>	<u>No.</u>
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(Dth) 1/

PRIMARY DELIVERY POINT(S):

<u>1. TRNSCO/MEP DEL CHOCTAW</u>	<u>CHOCTAW</u>	<u>AL</u>	<u>44451</u>	<u>25,000</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 July 31, 2024  
EFFECTIVE November 1, 2024

NEGOTIATED RATE AGREEMENT

Company: ARM Energy Management LLC  
Contract No.: 221131-FTSMEP

ARTICLE 1  
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2024 through October 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: \$ 10.80 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 10.80 /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

25,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:

<u>NAME</u> <u>(Dth/day)</u>	<u>PIN</u>	<u>Eligible Point (MDQ)</u>
<u>HPL/MEP LAMAR</u>	<u>44440</u>	<u>25,000</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 zones of the primary path utilized for service hereunder, including pooling points.

1.6 Eligible Primary Delivery Points:

<u>NAME</u> <u>(MDQ) (Dth/day)</u>	<u>PIN</u>	<u>Eligible Point</u>
<u>TRNSCO/MEP DEL CHOCTAW</u>	<u>44451</u>	<u>25,000</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 zones of 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.

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~~

<del>NEXTERA ENERGY MARKETING, LLC</del>	<del>MIDCONTINENT EXPRESS PIPELINE LLC</del>
<del>ROBERT IRWIN</del>	<del>ATTENTION: ACCOUNT SERVICES</del>
<del>700 UNIVERSE BLVD., EPMB/JB</del>	<del>1001 LOUISIANA STREET</del>
<del>JUNO BEACH, FL 33408</del>	<del>SUITE 1000</del>
<del>_____</del>	<del>HOUSTON, TEXAS 77002</del>

~~\_\_\_\_\_~~ 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~~ ~~NEXTERA ENERGY~~  
~~MARKETING, LLC~~



~~MEP~~ \_\_\_\_\_ ~~SHIPPER~~

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

\_\_\_\_\_

~~CARL H HAGA~~ \_\_\_\_\_ ~~ROBERT~~

~~IRWIN~~

~~NAME:~~ \_\_\_\_\_ ~~NAME:~~

\_\_\_\_\_

\_\_\_\_\_ ~~SENIOR~~

~~PHYSICAL TRADER~~

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

\_\_\_\_\_

~~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~~}

~~MDQ~~

~~\_\_\_\_\_~~  
~~(Dth)~~      Name/Location      County Area      State      PIN      No.

~~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)~~

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~~}

~~MDQ~~

~~\_\_\_\_\_~~  
~~(Dth)~~ Name/Location County/Parish Area State PIN No.

~~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 MEP's 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:~~

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

~~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:~~

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

~~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. 220971-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AMENDMENT NO. 1 DATED September 10, 2024  
TO AGREEMENT DATED April 22, 2024 (Agreement)

Agreement is amended:

1.  Exhibit A dated September 10, 2024. Changes Primary Receipt Point(s) and Point MDQ's. This Exhibit A replaces any previously dated Exhibit A.
2.  Exhibit B dated September 10, 2024. Changes Primary Delivery Point(s) and Point MDQ's. This Exhibit B replaces any previously dated Exhibit B.
3.  Exhibits A and B dated September 10, 2024. Changes Primary Receipt and Delivery Points and Point MDQ's. These Exhibits A and B replace any previously dated Exhibits A and B.
4.  Exhibit C dated September 10, 2024. This Exhibit C replaces previous Exhibit C.
5.  Revise Agreement MDQ:  Increase  Decrease
6.  The term of this Agreement is extended through \_\_\_\_\_.
7.  Other:

This Amendment No. 1 becomes effective November 1, 2024.

Except as hereinabove amended, the Agreement shall remain in full force and effect as written.

Agreed to by:

\_\_\_\_\_  
MIDCONTINENT EXPRESS PIPELINE LLC  
MEP

\_\_\_\_\_  
SOUTHWEST ENERGY, L.P.  
SHIPPER

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

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

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

\_\_\_\_\_  
Hans Schutz  
NAME: \_\_\_\_\_



VP-COMMERCIAL

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

\_\_\_\_\_  
Carl Haga

\_\_\_\_\_  
Vice President, Commercial

EXHIBIT A  
DATED: September 10, 2024  
EFFECTIVE DATE November 1, 2024

Company: SOUTHWEST ENERGY, L.P.

Contract No.: 220971-FTSMEP

Receipt Point(s):  
[FTS Only]

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MDQ

<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN</u>	<u>No.</u>
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(Dth) 1/

PRIMARY RECEIPT POINT(S):

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11/01/2024 - 03/31/2025

<u>1. EMP-EOIT/MEP BENNINGTON BRYAN</u>	<u>BRYAN</u>	<u>OK</u>	<u>44438</u>	<u>150,000</u>
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04/01/2025 - 03/31/2028

<u>2. EMP-EOIT/MEP BENNINGTON BRYAN</u>	<u>BRYAN</u>	<u>OK</u>	<u>44438</u>	<u>200,000</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: September 10, 2024  
EFFECTIVE DATE November 1, 2024

Company: SOUTHWEST ENERGY, L.P.

Contract No.: 220971-FTSMEP

Delivery Point(s):

MDQ

<u>Name/Location</u>	<u>County/Parish Area</u>	<u>State</u>	<u>PIN</u>	<u>No.</u>
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(Dth) 1/

PRIMARY DELIVERY POINT(S):

11/01/2024 - 03/31/2025

<u>1. TGP/MEP JASPER</u>	<u>JASPER</u>	<u>MS</u>	<u>44577</u>	<u>150,000</u>
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04/01/2025 - 03/31/2028

<u>2. TGP/MEP JASPER</u>	<u>JASPER</u>	<u>MS</u>	<u>44577</u>	<u>200,000</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 to 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 September 10, 2024  
EFFECTIVE November 1, 2024

NEGOTIATED RATE AGREEMENT

Company: Southwest Energy, LP  
Contract No.: 220971-FTSMEP

ARTICLE 1  
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2024, through March 31, 2028.

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: \$8.2125/Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$8.2125/Dth of MDQ

(c) Negotiated Base Commodity Rates: N/A

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

150,000 Dth per day in Zone 1 and Zone 2 (November 1, 2024 - March 31, 2025).  
200,000 Dth per day in Zone 1 and Zone 2 (April 1, 2025 - March 31, 2028).

1.4 Eligible Primary Receipt Points:

<u>NAME</u>	<u>PIN</u>	<u>Eligible Point (MDQ)</u>
<u>(Dth/day)</u>		

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EGT/MEP Bennington 44438 150,000dth/d (Nov. 1, 2024 -  
March 31, 2025)

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200,000dth/d (April 1, 2025 -  
March 31, 2028)

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 zones of 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>Tenn Gas/MEP Jasper</u>	<u>44577</u>	<u>150,000dth/d (Nov. 1, 2024 - March 31, 2025)</u>
		<u>200,000dth/d (April 1, 2025 - March 31, 2028)</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 zones of 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.

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]~~  
\_\_\_\_\_

Service will be ON BEHALF OF:  
X \_\_\_\_\_ Shipper  
\_\_\_\_\_ or  
\_\_\_\_\_ Other: a  
\_\_\_\_\_

The ULTIMATE END USERS are (check one):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_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 \_\_\_\_\_  
\_\_\_\_\_  
[for firm service only] Service and reservation charges commence the \_\_\_\_\_ later of: \_\_\_\_\_X

\_\_\_\_\_  
\_\_\_\_\_  
Other: \_\_\_\_\_  
7.

SHIPPER  
SHIPPER'S ADDRESSES \_\_\_\_\_  
MEP'S  
ADDRESSES \_\_\_\_\_  
TARGA  
GAS MARKETING LLC  
MIDCON  
MIDCONTINENT EXPRESS PIPELINE LLC  
ZACH  
SMITH  
ATTENTI  
ATTENTION: ACCOUNT SERVICES  
811  
LOUISIANA ST STE 2100 \_\_\_\_\_  
1001  
LOUISIANA STREET  
HOUSTON  
HOUSTON, TX 77002 \_\_\_\_\_  
SUITE  
4000

\_\_\_\_\_  
Payments: \_\_\_\_\_  
FOR \_\_\_\_\_  
WIRE TRANSFER: \_\_\_\_\_  
MIDCON  
MIDCONTINENT EXPRESS PIPELINE LLC  
JPMORG  
JPMORGAN CHASE NEW YORK, NY 10004  
ABA # \_\_\_\_\_  
021 000 021  
ACCOUNT \_\_\_\_\_

T # 216 872 553

~~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:~~

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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.~~

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~~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.~~

~~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.~~

~~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)

~~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.~~

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~~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.~~

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~~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~~

~~TARGA  
GAS MARKETING LLC~~

~~MEP~~

~~SHIPPER~~

/s/:

/s/:

~~CARL H HAGA~~

~~NAME:~~

~~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}

\_\_\_\_\_  
Name/Lo  
\_\_\_\_\_  
County  
\_\_\_\_\_  
State  
\_\_\_\_\_  
Area  
\_\_\_\_\_  
PIN

PRIMARY RECEIPT POINT(S):

1. \_\_\_\_\_ EMP-  
EOIT/MEP WAYNOKA PLANT BRYAN \_\_\_\_\_ BRYAN \_\_\_\_\_ OK

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]

	Name/Location	County/P	State	PIN
Delivery Area				

PRIMARY DELIVERY POINT(S):

1.	TRNSCO/MEP DEL CHOCTAW		AL	444
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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.<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 MEP's  
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  
EMP EOIT/MEP WAYNOKA PLANT BRYAN 44601

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  
TRNSCO/MEP DEL CHOCTAW

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.~~

FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AMENDMENT NO. 1 DATED September 12, 2024  
TO AGREEMENT DATED June 22, 2023 (Agreement)

Agreement is amended:

1.  Exhibit A dated September 12, 2024. Changes Primary Receipt Point(s) and Point MDQ's. This Exhibit A replaces any previously dated Exhibit A.
2.  Exhibit B dated September 12, 2024. Changes Primary Delivery Point(s) and Point MDQ's. This Exhibit B replaces any previously dated Exhibit B.
3.  Exhibits A and B dated September 12, 2024. Changes Primary Receipt and Delivery Points and Point MDQ's. These Exhibits A and B replace any previously dated Exhibits A and B.
4.  Exhibit C dated September 12, 2024. This Exhibit C amends previous Exhibit C.
5.  Revise Agreement MDQ:  Increase  Decrease  
In Section 2. of Agreement substitute Dth per Day for Dth per Day.
6.  The term of this Agreement is extended through \_\_\_\_\_.
7.  Other: \_\_\_\_\_

This Amendment No. 1 becomes effective November 1, 2024.

Except as hereinabove amended, the Agreement shall remain in full force and effect as written.

Agreed to by:

\_\_\_\_\_  
MIDCONTINENT EXPRESS PIPELINE LLC  
MEP

\_\_\_\_\_  
DEVON GAS SERVICES, L.P.  
SHIPPER

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

/s/:

1      CARL H HAGA      2Tatum

Brewster

NAME:

NAME:

\_\_\_\_\_

3      VP-COMMERCIAL

4Scheduling Professional

TITLE:

TITLE:

\_\_\_\_\_

Carl Haga

Vice President, Commercial

\_\_\_\_\_

EXHIBIT A  
DATED: September 12, 2024  
EFFECTIVE DATE November 1, 2024

Company: DEVON GAS SERVICES, L.P.

Contract No.: 220376-FTSMEP

Receipt Point(s):  
[FTS Only]

MDQ

<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN</u>	<u>No.</u>
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(Dth) 1/

PRIMARY RECEIPT POINT(S):

11/01/2024 - 10/31/2026

<u>1. MIDSHIP/MEP BENNINGTON BRYAN</u>	<u>BRYAN</u>	<u>OK</u>	<u>50502</u>	<u>65,000</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: September 12, 2024  
EFFECTIVE DATE November 1, 2024

Company: DEVON GAS SERVICES, L.P.

Contract No.: 220376-FTSMEP

Delivery Point(s):

MDQ

<u>Name/Location</u>	<u>County/Parish Area</u>	<u>State</u>	<u>PIN</u>	<u>No.</u>
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(Dth) 1/

PRIMARY DELIVERY POINT(S):

<u>1. DESTIN/MEP CLARKE</u>	<u>CLARKE</u>	<u>MS</u>	<u>44450</u>	<u>40,000</u>
<u>2. TRNSCO/MEP DEL CHOCTAW</u>	<u>CHOCTAW</u>	<u>AL</u>	<u>44451</u>	<u>25,000</u>

1/ 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 to 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: September 12, 2024**  
**EFFECTIVE DATE: November 1, 2024**

**COMPANY: Devon Gas Services LP.**  
**CONTRACT: 220376-FTSMEP**

**ARTICLE 1**  
**DISCOUNT PARAMETERS**

**1.1 Discount Term: From November 1, 2024 through October 31, 2026.**

**1.2 Transportation Agreement: Rate Schedule FTS, Agreement No.220376-FTSMEP, dated June 22, 2023, with a Contract MDQ as follows:**

Sixty-five Thousand (65,000) Dth/day November 1, 2024 through October 31, 2026.

**1.3 Discounted Monthly Base Reservation Rate:**

\$13.6875/Dth. of MDQ per month of MDQ in Zones 1 and 2 on MEP (November 1, 2024 through October 31, 2025)

Zone 1: \$6.8437/Dth plus

Zone 2: \$6.8438/Dth

(Totaling \$0.45/Dth/day on a 100% load factor basis)

\$14.60/Dth of MDQ per month of MDQ in Zones 1 and 2 on MEP (November 1, 2025 through October 31, 2026)

Zone 1: \$7.30/Dth plus

Zone 2: \$7.30Dth

(Totaling \$0.48/Dth/day on a 100% load factor basis)

**1.4 Discounted Firm Transportation Quantity:**

Sixty-five Thousand (65,000) Dth/day November 1, 2024 through October 31, 2026.

**1.5 Discounted Primary Receipt Points:**

<u>NAME</u>	<u>PIN</u>	<u>DISCOUNTED POINT MDQ (Dth/d.)</u>
-------------	------------	--

MidShip/MEP Bennington Bryan 50502 65,000 (November 1, 2024 through October 31, 2026)

1.6 **Discounted Secondary Receipt Points:** The Discounted Monthly Base Reservation Rate shall apply to service provided on a firm basis from the following secondary receipt points: All secondary receipt points located in the zones traversed by the primary path including pooling points in those zones.

**1.7 Discounted Primary Delivery Points:**

<u>NAME</u>	<u>PIN</u>	<u>DISCOUNTED POINT MDQ (Dth/d.)</u>
<u>Transco/MEP Del Choctaw</u> <u>2024 through October 31, 2026)</u>	44451	25,000 (November 1,
<u>DESTIN/MEP Clarke</u> <sup>1</sup> <u>2024 through October 31, 2026)</u>	44450	40,000 (November 1,

1/ 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.

**1.8 Discounted Secondary Delivery Points:** The Discounted Monthly Base Reservation Rate shall apply \_\_\_\_\_ to \_\_\_\_\_ service provided on a firm basis from the following secondary delivery points: All secondary delivery points located in the zones traversed by the primary path including pooling points in those zones.

**1.9 Fuel Charge:** Shipper shall reimburse MEP for Fuel Gas and Unaccounted For Gas in accordance with the provisions of MEP's Tariff.

**ARTICLE 2**  
**DISCOUNT TERMS AND CONDITIONS; OTHER CHARGES**

**2.1 General Discount Limitations** The Discounted Monthly Base Reservation Rate shall apply only to: (i) service provided to Shipper by MEP under the Transportation Agreement from the Discounted Receipt Points to the Discounted Delivery Points during the Discount Term; and (ii) a maximum daily firm transportation quantity equal to the Discounted Firm Transportation Quantity set forth in Section 1.4 above, for all quantities transported on a firm basis under the Transportation Agreement and any associated capacity release replacement agreements. Shipper shall be charged all applicable maximum rates, charges, and surcharges set forth in MEP's FERC Gas Tariff, as may be revised from time to time, for any aggregate quantities transported on a firm basis for Shipper and any associated capacity release replacement shippers which: (i) are in excess of the Discounted Firm Transportation Quantity, or (ii) involve any receipt or delivery points which are not Discounted Receipt or Delivery Points.

**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 Applicable Maximum Rates, Charges, and Surcharges Unless otherwise expressly provided in this Agreement or agreed to in writing by MEP, all applicable maximum rates, charges, surcharges, and penalties of any nature set forth in MEP's FERC Gas Tariff, as may be revised from time to time, shall apply to service provided to Shipper under the Transportation Agreement, 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.

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED July 24, 2023  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS

1. ~~SHIPPER is: SPOTLIGHT ENERGY, LLC a MARKETER~~

2. ~~MDQ totals: 20,000 Dth per Day. (Specify any seasonal and/or variable terms and quantities):~~

3. ~~TERM: November 1, 2023 through October 31, 2025.~~

~~[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) November 1, 2023, and~~
- ~~\_\_\_\_\_ (b) the date capacity to provide the service hereunder is available on MEP's System.~~
- ~~\_\_\_\_\_ Other:~~

~~7. SHIPPER'S ADDRESSES \_\_\_\_\_ MEP'S  
ADDRESSES~~

<del>_____ SPOTLIGHT ENERGY, LLC</del>	<del>_____ MIDCONTINENT EXPRESS PIPELINE LLC</del>
<del>_____ Jacob Field</del>	<del>_____ ATTENTION: ACCOUNT SERVICES</del>
<del>_____ 950 Echo Lane</del>	<del>_____ 1001 LOUISIANA STREET</del>
<del>_____ Suite 125</del>	<del>_____ SUITE 1000</del>
<del>_____ HOUSTON, TX 77024</del>	<del>_____ HOUSTON, TEXAS 77002</del>

<del>_____</del>	<del>_____ <u>Payments:</u></del>
<del>_____</del>	<del>_____ FOR WIRE TRANSFER:</del>
<del>_____</del>	<del>_____ MIDCONTINENT EXPRESS PIPELINE LLC</del>
<del>_____</del>	<del>_____ JPMORGAN CHASE NEW YORK, NY 10004</del>
<del>_____</del>	<del>_____ ABA # 021-000-021</del>
<del>_____</del>	<del>_____ ACCOUNT # 216-872-553</del>

Contract No. 220444-FTSMEP

~~MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED July 24, 2023  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS (CON'T)~~

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.~~

Contract No. 220444-FTSMEP

~~MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED July 24, 2023  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS (CON'T)~~

- ~~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~~ ~~SPOTLIGHT ENERGY, LLC~~  
~~MEP~~ ~~SHIPPER~~

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

~~CARL H HAGA~~ ~~Caitlin~~

~~Harris~~

~~NAME:~~ \_\_\_\_\_ ~~NAME:~~  
\_\_\_\_\_

~~VP COMMERCIAL~~ ~~4~~

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

~~Carl Haga~~  
~~Vice President, Commercial~~

EXHIBIT A  
DATED: May 14, 2024  
EFFECTIVE DATE June 1, 2024

Company: ~~SPOTLIGHT ENERGY, LLC~~

Contract No.: ~~220444 FTSMEP~~

Receipt Point(s):  
~~{FTS Only}~~

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MDQ

~~\_\_\_\_\_~~  
~~\_\_\_\_\_ Name/Location \_\_\_\_\_ County Area \_\_\_\_\_ State \_\_\_\_\_ PIN No. \_\_\_\_\_ (Dth) 1/~~

PRIMARY RECEIPT POINT(S):

1. ~~MIDSHIP/MEP BENNINGTON BRYAN \_\_\_\_\_ BRYAN \_\_\_\_\_ OK \_\_\_\_\_ 50502 \_\_\_\_\_ 20,000~~

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: ~~May 14, 2024~~  
EFFECTIVE DATE ~~June 1, 2024~~

Company: ~~SPOTLIGHT ENERGY, LLC~~

Contract No.: ~~220444 FTSMEP~~

Delivery Point(s):

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

1. ~~DESTIN/MEP CLARKE~~ ~~CLARKE~~ ~~MS~~ ~~44450~~ ~~20,000~~

~~<sup>2/</sup> 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 to 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 14, 2024**  
**EFFECTIVE DATE: June 1, 2024**

~~COMPANY: SPOTLIGHT ENERGY, LLC~~  
~~CONTRACT: 220444 FTSMEP~~

**ARTICLE 1**  
**DISCOUNT PARAMETERS**

~~1.1 **Discount Term:** From November 1, 2023 through October 31, 2025.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 220444 FTSMEP, dated July 25, 2023, with a MDQ as follows:~~

~~Twenty Thousand (20,000) Dth/day November 1, 2023 through October 31, 2025.~~

~~1.3 **Discounted Monthly Base Reservation Rate:** \$13.2313/Dth. of MDQ~~

~~1.4 **Discounted Firm Transportation Quantity:**~~

~~Twenty Thousand (20,000) Dth./day November 1, 2023 through October 31, 2025.~~

~~1.5 **Discounted Primary Receipt Points:**~~ \_\_\_\_\_

**DISCOUNTED**

**POINT**

<u>NAME</u>	<u>PIN</u>	<u>MDQ (Dth/d.)</u>
MIDSHIP/MEP BENNINGTON BRYAN	50502	20,000

~~1.6 **Discounted Secondary Receipt Points:** The Discounted Monthly Base Reservation Rate shall apply to service provided on a firm basis from the following secondary receipt points: All secondary receipt points located in the zones traversed by the primary path including pooling points in those zones.~~

~~1.7 **Discounted Primary Delivery Points:**~~ \_\_\_\_\_

**DISCOUNTED**

POINT

<u>NAME</u>	<u>PIN</u>	<u>MDO (Dth/d.)</u>
<del>DESTIN/MEP CLARKE*</del>	<del>44450</del>	<del>20,000</del>

~~\*Shipper acknowledges that MEP's obligations 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.~~

- ~~1.8 Discounted Secondary Delivery Points: The Discounted Monthly Base Reservation Rate shall apply to service provided on a firm basis to the following secondary delivery points: All secondary delivery points located in the zones traversed by the primary path including pooling points in those zones.~~

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**ARTICLE 2**  
**DISCOUNT TERMS AND CONDITIONS; OTHER CHARGES**

~~2.1 General Discount Limitations The Discounted Monthly Base Reservation Rate shall apply only to: (i) service provided to Shipper by MEP under the Transportation Agreement from the Discounted Receipt Points to the Discounted Delivery Points during the Discount Term; and (ii) a maximum daily firm transportation quantity equal to the Discounted Firm Transportation Quantity set forth in Section 1.4 above, for all quantities transported on a firm basis under the Transportation Agreement and any associated capacity release replacement agreements. Shipper shall be charged all applicable maximum rates, charges, and surcharges set forth in MEP's FERC Gas Tariff, as may be revised from time to time, for any aggregate quantities transported on a firm basis for Shipper and any associated capacity release replacement shippers which: (i) are in excess of the Discounted Firm Transportation Quantity, or (ii) involve any receipt or delivery points which are not Discounted Receipt or Delivery Points.~~

~~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 Applicable Maximum Rates, Charges, and Surcharges Unless otherwise expressly provided in this Agreement or agreed to in writing by MEP, all applicable maximum rates, charges, surcharges, and penalties of any nature set forth in MEP's FERC Gas Tariff, as may be revised from time to time, shall apply to service provided to Shipper under the Transportation Agreement, 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.~~



Contract No. 221029-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED May 22, 2024  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS

1. SHIPPER is: EXXONMOBIL OIL CORPORATION a PRODUCER

2. MDQ totals: 75,000 Dth per Day.

3. TERM: November 1, 2024 through October 31, 2026.

In accordance with Section 16.3 of the General Terms and Conditions ("GT&C") of MEP's FERC Gas Tariff, Shipper shall have the one-time contractual extension right to continue receiving service beyond the end of the Primary Term through a right-of-first-refusal ("ROFR") process. Such ROFR process shall be conducted in accordance with the procedures specified in Section 16.2 of the GT&C, except that the notice deadline specified in Section 16.2(b) shall be 180 days prior to the expiration of the Primary Term. If Shipper does not exercise this extension right by the required deadline, this extension right shall expire, and this Agreement shall terminate at the end of the Primary Term.

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

7. SHIPPER'S ADDRESSES  
ADDRESSES

MEP'S

EXXONMOBIL OIL CORPORATION  
LLC

MIDCONTINENT EXPRESS PIPELINE

DONALD JACKSON  
HOUSTON, TX

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

Contract No. 221029-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED May 22, 2024  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS (CON'T)

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.

Contract No. 221029-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED May 22, 2024  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS (CON'T)

- 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:



EXHIBIT A  
DATED May 22, 2024  
EFFECTIVE DATE November 1, 2024

Company: EXXONMOBIL OIL CORPORATION

Contract No.: 221029-FTSMEP

Receipt Point(s):

[FTS Only]

MDQ

<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN</u>	<u>No.</u>
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(Dth) 1/

PRIMARY RECEIPT POINT(S):

11/01/2024 - 03/31/2025

<u>1. EMP-EOIT/MEP BENNINGTON BRYAN</u>	<u>BRYAN</u>	<u>OK</u>	<u>44438</u>	<u>20,000</u>
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<u>2. HPL/MEP LAMAR</u>	<u>LAMAR</u>	<u>TX</u>	<u>44440</u>	<u>25,000</u>
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<u>3. MIDSHIP/MEP BENNINGTON BRYAN</u>	<u>BRYAN</u>	<u>OK</u>	<u>50502</u>	<u>30,000</u>
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04/01/2025 - 10/31/2025

<u>4. MIDSHIP/MEP BENNINGTON BRYAN</u>	<u>BRYAN</u>	<u>OK</u>	<u>50502</u>	<u>30,000</u>
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<u>5. HPL/MEP LAMAR</u>	<u>LAMAR</u>	<u>TX</u>	<u>44440</u>	<u>25,000</u>
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<u>6. EMP-EOIT/MEP BENNINGTON BRYAN</u>	<u>BRYAN</u>	<u>OK</u>	<u>44438</u>	<u>20,000</u>
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11/01/2025 - 03/31/2026

<u>7. EMP-EOIT/MEP BENNINGTON BRYAN</u>	<u>BRYAN</u>	<u>OK</u>	<u>44438</u>	<u>20,000</u>
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<u>8. HPL/MEP LAMAR</u>	<u>LAMAR</u>	<u>TX</u>	<u>44440</u>	<u>25,000</u>
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<u>9. MIDSHIP/MEP BENNINGTON BRYAN</u>	<u>BRYAN</u>	<u>OK</u>	<u>50502</u>	<u>30,000</u>
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04/01/2026 - 10/31/2026

<u>10. MIDSHIP/MEP BENNINGTON BRYAN</u>	<u>BRYAN</u>	<u>OK</u>	<u>50502</u>	<u>30,000</u>
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<u>11. HPL/MEP LAMAR</u>	<u>LAMAR</u>	<u>TX</u>	<u>44440</u>	<u>25,000</u>
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<u>12. EMP-EOIT/MEP BENNINGTON BRYAN</u>	<u>BRYAN</u>	<u>OK</u>	<u>44438</u>	<u>20,000</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 22, 2024  
EFFECTIVE DATE November 1, 2024

Company: EXXONMOBIL OIL CORPORATION

Contract No.: 221029-FTSMEP

Delivery Point(s):  
[FTS Only]

MDQ

<u>Name/Location</u>	<u>County/Parish Area</u>	<u>State</u>	<u>PIN</u>	<u>No.</u>
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(Dth) 1/

PRIMARY DELIVERY POINT(S):

11/01/2024 - 03/31/2025

<u>1. TRNSCO/MEP DEL CHOCTAW</u>	<u>CHOCTAW</u>	<u>AL</u>	<u>44451</u>	<u>75,000</u>
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04/01/2025 - 10/31/2025

<u>2. TRNSCO/MEP DEL CHOCTAW</u>	<u>CHOCTAW</u>	<u>AL</u>	<u>44451</u>	<u>50,000</u>
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<u>3. DESTIN/MEP CLARKE</u>	<u>CLARKE</u>	<u>MS</u>	<u>44450</u>	<u>25,000</u>
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11/01/2025 - 03/31/2026

<u>4. TRNSCO/MEP DEL CHOCTAW</u>	<u>CHOCTAW</u>	<u>AL</u>	<u>44451</u>	<u>75,000</u>
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04/01/2026 - 10/31/2026

<u>5. TRNSCO/MEP DEL CHOCTAW</u>	<u>CHOCTAW</u>	<u>AL</u>	<u>44451</u>	<u>50,000</u>
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<u>6. DESTIN/MEP CLARKE</u>	<u>CLARKE</u>	<u>MS</u>	<u>44450</u>	<u>25,000</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 May 22, 2024  
EFFECTIVE November 1, 2024

NEGOTIATED RATE AGREEMENT

Company: ExxonMobil Oil Corporation  
Contract No.: 221029-FTSMEP

ARTICLE 1  
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2024 through October 31, 2026

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: \$ 10.48 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 10.23 /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

75,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:

<u>NAME</u> <u>(Dth/day)</u>	<u>PIN</u>	<u>Eligible Point (MDQ)</u>
<u>HPL/MEP LAMAR</u>	<u>44440</u>	<u>25,000</u>

MIDSHIP- Bennington	50502	30,000
EMP/EOIT Bennington	44438	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:

<u>NAME</u> <u>(MDQ) (Dth/day)</u>	<u>PIN</u>	<u>Eligible Point</u>
<u>Nov. 1, 2024 - Mar 31, 2025 and Nov. 1, 2025 - Mar 31, 2026</u>		
<u>TRNSCO/MEP DEL CHOCTAW</u>	<u>44451</u>	<u>75,000</u>
<u>Apr. 1, 2025 - Oct 31, 2025 and Apr 1, 2025 - Oct 31, 2026</u>		
<u>(1) DESTIN</u>	<u>44450</u>	<u>25,000</u>
<u>TRNSCO/MEP DEL CHOCTAW</u>	<u>44451</u>	<u>50,000</u>

(1)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.

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.**

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AMENDMENT NO. 1 DATED September 12, 2024  
TO AGREEMENT DATED June 22, 2023 (Agreement)

Agreement is amended:

- 1.  Exhibit A dated September 12, 2024. Changes Primary Receipt Point(s) and Point MDQ's. This Exhibit A replaces any previously dated Exhibit A.
- 2.  Exhibit B dated September 12, 2024. Changes Primary Delivery Point(s) and Point MDQ's. This Exhibit B replaces any previously dated Exhibit B.
- 3.  Exhibits A and B dated September 12, 2024. Changes Primary Receipt and Delivery Points and Point MDQ's. These Exhibits A and B replace any previously dated Exhibits A and B.
- 4.  Exhibit C dated September 12, 2024. This Exhibit C amends previous Exhibit C.
- 5.  Revise Agreement MDQ:  Increase  Decrease  
In Section 2. of Agreement substitute Dth per Day for Dth per Day.
- 6.  The term of this Agreement is extended through \_\_\_\_\_.
- 7.  Other:

This Amendment No. 1 becomes effective November 1, 2024.

Except as hereinabove amended, the Agreement shall remain in full force and effect as written.

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC  
MEP

DEVON GAS SERVICES, L.P.  
SHIPPER

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

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

NAME:                     CARL H HAGA                    

NAME:                                     Tatum Brewster                                    

TITLE:                                     VP-COMMERCIAL                                    

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

Carl Haga  
Vice President, Commercial

EXHIBIT A  
DATED: September 12, 2024  
EFFECTIVE DATE November 1, 2024

Company: DEVON GAS SERVICES, L.P.

Contract No.: 220376-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):				
11/01/2024 - 10/31/2026				
1. MIDSHIP/MEP BENNINGTON BRYAN	BRYAN	OK	50502	65,000

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: September 12, 2024  
EFFECTIVE DATE November 1, 2024

Company: DEVON GAS SERVICES, L.P.

Contract No.: 220376-FTSMEP

Delivery Point(s):

<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	40,000
2. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	25,000

1/ 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 to 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: September 12, 2024**  
**EFFECTIVE DATE: November 1, 2024**

**COMPANY:** Devon Gas Services LP.  
**CONTRACT:** 220376-FTSMEP

**ARTICLE 1**  
**DISCOUNT PARAMETERS**

- 1.1 Discount Term:** From November 1, 2024 through October 31, 2026.
- 1.2 Transportation Agreement:** Rate Schedule FTS, Agreement No.220376-FTSMEP, dated June 22, 2023, with a Contract MDQ as follows:
- Sixty-five Thousand (65,000) Dth/day                      November 1, 2024 through October 31, 2026.
- 1.3 Discounted Monthly Base Reservation Rate:**
- \$13.6875/Dth. of MDQ per month of MDQ in Zones 1 and 2 on MEP (November 1, 2024 through October 31, 2025)
- Zone 1:            \$6.8437/Dth plus  
Zone 2:            \$6.8438/Dth  
(Totaling \$0.45/Dth/day on a 100% load factor basis)
- \$14.60/Dth of MDQ per month of MDQ in Zones 1 and 2 on MEP (November 1, 2025 through October 31, 2026)
- Zone 1:            \$7.30/Dth plus  
Zone 2:            \$7.30Dth  
(Totaling \$0.48/Dth/day on a 100% load factor basis)
- 1.4 Discounted Firm Transportation Quantity:**
- Sixty-five Thousand (65,000) Dth/day                      November 1, 2024 through October 31, 2026.
- 1.5 Discounted Primary Receipt Points:**
- | <u>NAME</u>                               | <u>PIN</u> | <u>DISCOUNTED POINT MDQ (Dth/d.)</u>     |
|---|------------|--|
| MidShip/MEP Bennington Bryan<br>31, 2026) | 50502      | 65,000 (November 1, 2024 through October |
- 1.6 Discounted Secondary Receipt Points:** The Discounted Monthly Base Reservation Rate shall apply to service provided on a firm basis from the following secondary receipt points: All secondary receipt points located in the zones traversed by the primary path including pooling points in those zones.

1.7 **Discounted Primary Delivery Points:**

<b><u>NAME</u></b>	<b><u>PIN</u></b>	<b><u>DISCOUNTED POINT MDQ (Dth/d.)</u></b>
Transco/MEP Del Choctaw October 31, 2026)	44451	25,000 (November 1, 2024 through
DESTIN/MEP Clarke <sup>1</sup> 31, 2026)	44450	40,000 (November 1, 2024 through October

1/ 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.

- 1.8 **Discounted Secondary Delivery Points:** The Discounted Monthly Base Reservation Rate shall apply to service provided on a firm basis from the following secondary delivery points: All secondary delivery points located in the zones traversed by the primary path including pooling points in those zones.
- 1.9 **Fuel Charge:** Shipper shall reimburse MEP for Fuel Gas and Unaccounted For Gas in accordance with the provisions of MEP's Tariff.

**ARTICLE 2  
DISCOUNT TERMS AND CONDITIONS; OTHER CHARGES**

- 2.1 **General Discount Limitations** The Discounted Monthly Base Reservation Rate shall apply only to: (i) service provided to Shipper by MEP under the Transportation Agreement from the Discounted Receipt Points to the Discounted Delivery Points during the Discount Term; and (ii) a maximum daily firm transportation quantity equal to the Discounted Firm Transportation Quantity set forth in Section 1.4 above, for all quantities transported on a firm basis under the Transportation Agreement and any associated capacity release replacement agreements. Shipper shall be charged all applicable maximum rates, charges, and surcharges set forth in MEP's FERC Gas Tariff, as may be revised from time to time, for any aggregate quantities transported on a firm basis for Shipper and any associated capacity release replacement shippers which: (i) are in excess of the Discounted Firm Transportation Quantity, or (ii) involve any receipt or delivery points which are not Discounted Receipt or Delivery Points.
- 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 **Applicable Maximum Rates, Charges, and Surcharges** Unless otherwise expressly provided in this Agreement or agreed to in writing by MEP, all applicable maximum rates, charges, surcharges, and penalties of any nature set forth in MEP's FERC Gas Tariff, as may be revised from time to time, shall apply to service provided to Shipper under the Transportation Agreement, 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.

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED May 22, 2024  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS

1. SHIPPER is: EXXONMOBIL OIL CORPORATION a PRODUCER
2. MDQ totals: 75,000 Dth per Day.
3. TERM: November 1, 2024 through October 31, 2026.  
In accordance with Section 16.3 of the General Terms and Conditions ("GT&C") of MEP's FERC Gas Tariff, Shipper shall have the one-time contractual extension right to continue receiving service beyond the end of the Primary Term through a right-of-first-refusal ("ROFR") process. Such ROFR process shall be conducted in accordance with the procedures specified in Section 16.2 of the GT&C, except that the notice deadline specified in Section 16.2(b) shall be 180 days prior to the expiration of the Primary Term. If Shipper does not exercise this extension right by the required deadline, this extension right shall expire, and this Agreement shall terminate at the end of the Primary Term.
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) November 1, 2024, and  
(b) the date capacity to provide the service hereunder is available on MEP's System.  
 Other: \_\_\_\_\_

7. SHIPPER'S ADDRESSES

EXXONMOBIL OIL CORPORATION  
DONALD JACKSON  
HOUSTON, TX

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

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED May 22, 2024  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS (CON'T)

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.

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)  
TRANSPORTATION RATE SCHEDULE FTS  
AGREEMENT DATED May 22, 2024  
UNDER SUBPART G OF PART 284  
OF THE FERC'S REGULATIONS (CON'T)

- 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

EXXONMOBIL OIL CORPORATION  
SHIPPER

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

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

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

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

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

Carl Haga  
Vice President, Commercial

EXHIBIT A  
DATED May 22, 2024  
EFFECTIVE DATE November 1, 2024

Company: EXXONMOBIL OIL CORPORATION

Contract No.: 221029-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):				
11/01/2024 - 03/31/2025				
1. EMP-EOIT/MEP BENNINGTON BRYAN	BRYAN	OK	44438	20,000
2. HPL/MEP LAMAR	LAMAR	TX	44440	25,000
3. MIDSHIP/MEP BENNINGTON BRYAN	BRYAN	OK	50502	30,000
04/01/2025 - 10/31/2025				
4. MIDSHIP/MEP BENNINGTON BRYAN	BRYAN	OK	50502	30,000
5. HPL/MEP LAMAR	LAMAR	TX	44440	25,000
6. EMP-EOIT/MEP BENNINGTON BRYAN	BRYAN	OK	44438	20,000
11/01/2025 - 03/31/2026				
7. EMP-EOIT/MEP BENNINGTON BRYAN	BRYAN	OK	44438	20,000
8. HPL/MEP LAMAR	LAMAR	TX	44440	25,000
9. MIDSHIP/MEP BENNINGTON BRYAN	BRYAN	OK	50502	30,000
04/01/2026 - 10/31/2026				
10. MIDSHIP/MEP BENNINGTON BRYAN	BRYAN	OK	50502	30,000
11. HPL/MEP LAMAR	LAMAR	TX	44440	25,000
12. EMP-EOIT/MEP BENNINGTON BRYAN	BRYAN	OK	44438	20,000

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 May 22, 2024  
EFFECTIVE DATE November 1, 2024

Company: EXXONMOBIL OIL CORPORATION

Contract No.: 221029-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):				
11/01/2024 - 03/31/2025				
1. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	75,000
04/01/2025 - 10/31/2025				
2. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	50,000
3. DESTIN/MEP CLARKE	CLARKE	MS	44450	25,000
11/01/2025 - 03/31/2026				
4. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	75,000
04/01/2026 - 10/31/2026				
5. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	50,000
6. DESTIN/MEP CLARKE	CLARKE	MS	44450	25,000

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 May 22, 2024  
EFFECTIVE November 1, 2024

NEGOTIATED RATE AGREEMENT

Company: ExxonMobil Oil Corporation  
Contract No.: 221029-FTSMEP

ARTICLE 1  
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2024 through October 31, 2026

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: \$ 10.48 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 10.23 /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

75,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:

NAME	PIN	Eligible Point (MDQ) (Dth/day)
HPL/MEP LAMAR	44440	25,000
MIDSHIP- Bennington	50502	30,000
EMP/EOIT Bennington	44438	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)
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Nov. 1, 2024 - Mar 31, 2025 and Nov. 1, 2025 - Mar 31, 2026  
TRNSCO/MEP DEL CHOCTAW 44451 75,000

Apr. 1, 2025 - Oct 31, 2025 and Apr 1, 2025 - Oct 31, 2026  
(1) DESTIN 44450 25,000  
TRNSCO/MEP DEL CHOCTAW 44451 50,000

(1)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.

- 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.