## MIDCONTINENT EXPRESS PIPELINE LLC

October 30, 2025

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. RP26-

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 six (6) negotiated rate agreements under Rate Schedule FTS between MEP and various Shippers: Castleton Commodities Merchant Trading L.P. ("Castleton"), CitiGroup Energy Inc. ("CitiGroup"), Hartree Partners, LP ("Hartree"), JPMorgan Chase Bank, N.A. ("JPMorgan"), Spotlight Energy, LLC ("Spotlight"), and Trafigura Trading LLC ("Trafigura"). MEP also submits for filing and acceptance one (1) negotiated rate agreement under Rate Schedule PALS between MEP and Gunvor USA LLC ("Gunvor"). MEP also submits for filing a tariff update to remove a previously approved negotiated rate agreement that has expired. Furthermore, MEP hereby submits the tariff records listed in Appendix A to reflect the inclusion of the agreements in its FERC Gas Tariffs, First Revised Volume No. 1 and Original Volume No. 2 ("Tariff") with a proposed effective date of November 1, 2025. MEP respectfully requests a waiver of the 30-day notice requirement to effectuate the November 1, 2025 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"). 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 advising the Commission of the specifics of the negotiated rate or, alternatively, MEP may file the contract setting out the negotiated rate.

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

Debbie-Anne Reese, Secretary Page 2

As a part of this filing, MEP is submitting tariff records containing the new negotiated exhibits, which detail the specifics of the agreements. The negotiated rate agreements do not deviate in any material respect from the form of service agreements in MEP's Tariff.

#### **Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations,<sup>2</sup> MEP is submitting an eTariff XML filing package, which includes the following:

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

MEP respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on November 1, 2025. As such, MEP requests the Commission grant a waiver of the notice requirements found in 18 C.F.R. § 154.207 of the Commission's regulations. With respect to any tariff record the Commission allows to go into effect without change, MEP hereby moves to place the tendered tariff record into effect at the end any minimal suspension period specified by the Commission.

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

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

Mr. Damon McEnaney
Director - Regulatory
Midcontinent Express Pipeline LLC
Post Office Box 2563
Birmingham, AL 35209-2563
(205) 325-3518
Damon\_Mcenaney1@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

<sup>&</sup>lt;sup>2</sup> 18 C.F.R. §§ 154.1 – 154.603 (2024).

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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/ Damon McEnaney Damon McEnaney 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 30<sup>th</sup> day of October 2025.

/s/ Damon McEnaney
Damon McEnaney
Director - Regulatory
Midcontinent Express Pipeline LLC
Post Office Box 2563
Birmingham, AL 35209-2563
(205) 325-3518
Damon\_Mcenaney1@KinderMorgan.com

### APPENDIX A Midcontinent Express Pipeline LLC.

Issued: October 30, 2025 Effective: November 1, 2025

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

Description	Title	Version
Sheet No. 22	Statement of Negotiated Rate Transactions	5.0.0
Sheet No. 382	General Terms and Conditions-Sections 38, 38.1 through 38.11	18.0.0

# FERC Gas Tariff Original Volume No. 2 Tariff Records

Description	Title	Version
Part 2.10	Gunvor USA LLC	4.0.0
Part 2.11	Castleton Commodities Merchant Trading L.P.	0.0.0
Part 2.12	CitiGroup Energy Inc.	0.0.0
Part 2.13	Hartree Partners, L.P.	0.0.0
Part 2.14	JPMorgan Chase Bank, N.A.	0.0.0
Part 2.15	Spotlight Energy, LLC	0.0.0
Part 2.16	Trafigura Trading LLC	0.0.0
Part 3.2	Reserved for Future Use	3.0.0

### STATEMENT OF NEGOTIATED RATE TRANSACTIONS PURSUANT TO SECTION 30

							Point(s) /
Shipper Name	Rate Schedule	Term of Contract	Volume ( <u>Dth/d)</u>	Reservation <u>Charge(s)</u>	Commodity <a href="Charge(s">Charge(s)</a>	PIN 1 Receipt	<u>Delivery</u>
Castleton Commodities Merchant Trading L.P. 1/	FTS	11/1/2025 through 3/31/2026	25,000	2/	2/	2/	2/
CitiGroup Energy Inc. 1/	FTS	11/1/2025 through 10/31/2027	15,000	2/	2/	2/	2/
Gunvor USA LLC 1/	PALS	11/1/2025 through 5/31/2026	5,000	2/	2/	2/	2/
Hartree Partners, LP 1/	FTS	11/1/2025 through 10/31/2027	30,000	2/	2/	2/	2/
JPMorgan Chase Bank, N.A. 1/	FTS	11/1/2025 through 10/31/2027	5,000	2/	2/	2/	2/
Spotlight Energy, LLC 1/	FTS	11/1/2025 through 10/31/2027	20,000	2/	2/	2/	2/
Trafigura Trading LLC 1/	FTS	11/1/2025 through 10/31/2027	15,000	2/	2/	2/	2/

<sup>1/</sup> 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.

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

<sup>3/</sup> 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 Reserved for Future Use.
- 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.

Min

Request Order RO No. 221845-ROPMEP

#### PALS REQUEST ORDER FORM DATED October 21, 2025

Shipper: <u>GUNVC</u> Loan	OR USA LLC		Т	ype of Service: Park	<u>X</u>
Initiation Point Nat 150,000 ** (Dth)	me(s) and PIN(s): MID				
	Name(s) and PIN(s): Mmber 1, 2025 End			50502 ALS Agreement #:	
Schedule:					
Date(s) Service to (May Reflect a Ran			Daily Quanti (May Reflect a Ran		
Delivery		Park or Lo	oan Payback	Loan or Park	
From Maximum	Through	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	
1. 11/1/2025 2. 5/1/2026	11/30/2025 5/31/2026	0	5,000	0	5,100
Rates: Rates may	vary based on volume,	time period, etc., as se	et out in the Service	Agreement	
•	e Charge:* See schede ed rate pursuant to Se		сC.		
From 11/1/2025 11/29/2025 11/30/2025 12/1/2025	Through 11/28/2025 11/29/2025 11/30/2025 5/31/2026	Rate \$0.00000 \$0.07241 \$0.30000 \$0.00000			

Part 2.10 Gunvor USA LLC Version 4.0.0

GUNVOR USA LLC GREG HARRINGTON 600 TRAVIS STREET SUITE 6500		
HOUSTON, TX 77002 Phone: ()	Fax: _()	
Other Conditions (if any):		
** Volumes by Month: Not Applicable		
Agreed to by:		
MIDCONTINENT EXPRESS PIPELINE LLC		GUNVOR USA LLC
/s/:		/s/:
NAME:		NAME:
TITLE:	_	TITLE:
Carl Haga Vice President, Commercial		

<sup>\*</sup>The rate shall be the applicable maximum rate and other applicable maximum lawful charges except as otherwise provided specified in writing, which agreement must be consistent with Section 34 or 30 of the General Terms and Conditions of this Tariff (relating to Discounting and Negotiated Rates, respectively).

#### Part 2.11 Castleton Commodities Merchant Trading L.P. Version 0.0.0

Contract No. 221805-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED September 25, 2025 UNDER SUBPART G OF PART 284 OF THE FERC'S REGULATIONS

1. MA	SHIPPER is: CASTLETON COMMODITIES MERCHANT RKETER	TRADING L.P. a	
2.	MDQ totals: 25,000 Dth per Day.		
3.	TERM: November 1, 2025 through March 31, 2026.		
4.	Service will be ON BEHALF OF:  X Shipper or Other: a		
5.	The ULTIMATE END USERS are (check one):		
	customers of the following LDC/pipeline company(ies) customers in these states: X customers within any state in the continental U.S.	:; or	
6.	This Agreement supersedes and cancels a	Agreement dated	
of:	Capacity rights for this Agreement were released from X [for firm service only] Service and reservation charges	commence the	later
	<ul><li>(a) November 1, 2025, and</li><li>(b) the date capacity to provide the service hereunder</li><li>Other:</li></ul>	is available on MEP's S	ystem.
7. AD	SHIPPER'S ADDRESSES DRESSES	MEP'S	
DIDEI	CASTLETON COMMODITIES MERCHANT TRADING L.P. LINE LLC	MIDCONTINE	NT EXPRESS
SERV	MATTHEW MARETT	ATTENTION:	ACCOUNT
SERV	811 MAIN ST., STE 3500 HOUSTON, TX 77002	1001 LOUISIANA STR SUITE 1000 HOUSTON, TEXAS 7	
		Payments: FOR WIRE TRANSFE	R:

#### Part 2.11 Castleton Commodities Merchant Trading L.P. Version 0.0.0

PIPELINE LLC

NY 10004

MIDCONTINENT EXPRESS

JPMORGAN CHASE NEW YORK,

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.

#### Part 2.11 Castleton Commodities Merchant Trading L.P. Version 0.0.0

Contract No. 221805-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED September 25, 2025
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. 221805-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED September 25, 2025 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.
- 1. 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 CASTLETON COMMODITIES MERCHANT TRADING L.P.

MEP SHIPPER

#### Part 2.11 Castleton Commodities Merchant Trading L.P. Version 0.0.0

/s/:		/s/:	
_	CARL H HAGA		Oscar
Moreno			
NAME:		_ NAME:	
	VP-COMMERCIAL		Scheduler
TITLE:		TITLE:	
	Carl Haga		
	Vice President, Commercial		

#### Part 2.11 Castleton Commodities Merchant Trading L.P. Version 0.0.0

## EXHIBIT A DATED September 25, 2025 EFFECTIVE DATE November 1, 2025

Company: CASTLETON COMMODITIES MERCHANT TRADING L.P.

Contract No.: 221805-FTSMEP

Receipt Point(s):

**MDQ** 

Name/Location County Area State PIN No.

(Dth) 1/

PRIMARY RECEIPT POINT(S):

LAMAR LAMAR LAMAR TX 44440

25,000

#### 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.

Part 2.11 Castleton Commodities Merchant Trading L.P. Version 0.0.0

1/ (Specify monthly variations if applicable)

#### Part 2.11 Castleton Commodities Merchant Trading L.P. Version 0.0.0

## EXHIBIT B DATED September 25, 2025 EFFECTIVE DATE November 1, 2025

Company: CASTLETON COMMODITIES MERCHANT TRADING L.P.

Contract No.: 221805-FTSMEP

Delivery Point(s):

MDQ

Name/Location County/Parish Area State PIN No.

(Dth) 1/

PRIMARY DELIVERY POINT(S):

1. SNG/MEP SMITH SMITH MS 44449 25,000 SECONDARY DELIVERY POINT(S):

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 September 25, 2025 EFFECTIVE November 1, 2025

#### NEGOTIATED RATE AGREEMENT

Company: Castleton Commodities Merchant

Contract No.: 221805-FTSMEP

### ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 Negotiated Rate Term: From November 1, 2025 through March 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: \$ 11.9255 /Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 11.9255 /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 PIN Eligible Point (MDQ) (Dth/day)

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 PIN Eligible Point (MDQ) (Dth/day)

SNG/MEP SMITH 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

Part 2.11 Castleton Commodities Merchant Trading L.P. Version 0.0.0

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. 221683-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED July 16, 2025 UNDER SUBPART G OF PART 284 OF THE FERC'S REGULATIONS

1.	SHIPPER is: CITIGROUP ENERGY INC. a MARKE	ETER
2.	MDQ totals: 15,000 Dth per Day.	
3.	TERM: November 1, 2025 through October 31, 2027.	
4.	Service will be ON BEHALF OF:  X Shipper or Other: a	
5.	The ULTIMATE END USERS are (check one):	
	customers of the following LDC/pipeline comp customers in these states:  X customers within any state in the continental U.	any(ies):; or;
6.	This Agreement supersedes and cancels a	
of:	Capacity rights for this Agreement were release  X [for firm service only] Service and reservation	ed from later
	<ul><li>(a) November 1, 2025, and</li><li>(b) the date capacity to provide the service her</li><li>Other:</li></ul>	reunder is available on MEP's System.
7. AD	SHIPPER'S ADDRESSES DRESSES	MEP'S
HC	CITIGROUP ENERGY INC.	MIDCONTINENT EXPRESS PIPELINE
LLC	JAY BLAKE 2700 POST OAK SUITE 400 HOUSTON, TX 77056	ATTENTION: ACCOUNT SERVICES 1001 LOUISIANA STREET SUITE 1000 HOUSTON, TEXAS 77002
		<u>Payments:</u> FOR WIRE TRANSFER:

Part 2.12 CitiGroup Energy Inc. Version 0.0.0

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.

Part 2.12 CitiGroup Energy Inc. Version 0.0.0

Contract No. 221683-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED July 16, 2025
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. 221683-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED July 16, 2025 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.
- 1. 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

CITIGROUP ENERGY INC.
SHIPPER

/s/:
\_/s/:

CARL H HAGA

Meco

Reyna

Part 2.12 CitiGroup Energy Inc. Version 0.0.0

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

Part 2.12 CitiGroup Energy Inc. Version 0.0.0

## EXHIBIT A DATED July 16, 2025 EFFECTIVE DATE November 1, 2025

Company: CITIGROUP ENERGY INC.

Contract No.: 221683-FTSMEP

Receipt Point(s):

**MDO** 

Name/Location County Area State PIN No.

(Dth) 1/

PRIMARY RECEIPT POINT(S):

LAMAR LAMAR LAMAR TX 44440

15,000

#### SECONDARY RECEIPT POINT(S):

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

#### Receipt Pressure, Assumed Atmospheric Pressure

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

#### Rates

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

#### Fuel Gas and Unaccounted For Gas Percentages (%)

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

1/ (Specify monthly variations if applicable)

## EXHIBIT B DATED July 16, 2025 EFFECTIVE DATE November 1, 2025

Company: CITIGROUP ENERGY INC.

Contract No.: 221683-FTSMEP

Delivery Point(s):

MDQ

Name/Location County/Parish Area State PIN No.

(Dth) 1/

PRIMARY DELIVERY POINT(S):

1. TRNSCO/MEP DEL CHOCTAW CHOCTAW AL 44451

15,000

#### SECONDARY DELIVERY POINT(S):

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

#### Delivery Pressure, Assumed Atmospheric Pressure

Unless otherwise agreed by contract, gas to be delivered by MEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be at the pressures available in MEP's pipeline facilities from time to time. 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 16, 2025 EFFECTIVE November 1, 2025

#### NEGOTIATED RATE AGREEMENT

Company: Citigroup Energy Inc. Contract No.: 221683-FTSMEP

### ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 Negotiated Rate Term: From November 1, 2025 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: \$ 11.4443 /Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 11.4443 /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

15,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:

Part 2.12 CitiGroup Energy Inc. Version 0.0.0

NAME PIN Eligible Point (MDQ)

(Dth/day)

HPL/MEP LAMAR 44440 15,000

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 PIN Eligible Point (MDQ) (Dth/day)

TRNSCO/MEP DEL CHOCTAW 44451 15,000

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. (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.

Part 2.13 Hartree Partners, LP Version 0.0.0

Contract No. 221613-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED May 29, 2025 UNDER SUBPART G OF PART 284 OF THE FERC'S REGULATIONS

- 1. SHIPPER is: HARTREE PARTNERS, LP a MARKETER
- 2. MDQ totals: 30,000 Dth per Day.
- 3. TERM: November 1, 2025 through October 31, 2027. Contractual Rollover Rights. Pursuant to Section 16.3 of the General Terms and Conditions of MEP's FERC Gas Tariff, Shipper shall have the following Contractual Rollover Rights, which rights supersede any otherwise applicable rollover or Right of First Refusal pursuant to such Section:

Shipper shall have the right to extend the term of this Agreement for all of the MDQ at a rate and term between one (1) and three (3) years that is mutually agreed upon by Shipper and MEP, so long as such agreement is reached on or before 5/31/2027. If no such agreement is reached by 5/31/2027, this extension right shall expire, and this Agreement shall terminate at the end of the term set forth above.

4.	Service will be ON BEHALF OF:
	X Shipper or
	Other: a
5.	The ULTIMATE END USERS are (check one):
	customers of the following LDC/pipeline company(ies):
	customers in these states:; or
	X customers within any state in the continental U.S.
6.	This Agreement supersedes and cancels a Agreement dated
	Capacity rights for this Agreement were released from
of:	X [for firm service only] Service and reservation charges commence the later
	(a) November 1, 2025, and
	<ul><li>(b) the date capacity to provide the service hereunder is available on MEP's System</li><li>Other:</li></ul>

Part 2.13 Hartree Partners, LP Version 0.0.0

7. SHIPPER'S ADDRESSES ADDRESSES

MEP'S

HARTREE PARTNERS, LP

MIDCONTINENT EXPRESS PIPELINE

LLC

TONY MUSCARELLO TWO ALLEN CENTER ATTENTION: ACCOUNT SERVICES 1001 LOUISIANA STREET

SUITE 1000

1200 SMITH STREET, SUITE 1160 HOUSTON, TX 77002

HOUSTON, TEXAS 77002

Payments:

FOR WIRE TRANSFER:

MIDCONTINENT EXPRESS PIPELINE

LLC

10004

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.

Part 2.13 Hartree Partners, LP Version 0.0.0

Contract No. 221613-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED May 29, 2025
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. 221613-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED May 29, 2025 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.
- 1. 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

HARTREE PARTNERS, LP
SHIPPER

/s/:
\_/s/:

CARL H HAGA

Tyler

Fadal

Part 2.13 Hartree Partners, LP Version 0.0.0

NAME:		NAME:	
	VP-COMMERCIAL		Scheduler
TITLE:		TITLE:	
	Carl Haga Vice President, Commercial		

Part 2.13 Hartree Partners, LP Version 0.0.0

## EXHIBIT A DATED May 29, 2025 EFFECTIVE DATE November 1, 2025

Company: HARTREE PARTNERS, LP

Contract No.: 221613-FTSMEP

Receipt Point(s):

**MDO** 

Name/Location County Area State PIN No.

(Dth) 1/

PRIMARY RECEIPT POINT(S):

1. HPL/MEP LAMAR LAMAR TX 44440

30,000

### SECONDARY RECEIPT POINT(S):

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

### Receipt Pressure, Assumed Atmospheric Pressure

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

#### Rates

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

### Fuel Gas and Unaccounted For Gas Percentages (%)

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

1/ (Specify monthly variations if applicable)

## EXHIBIT B DATED May 29, 2025 EFFECTIVE DATE November 1, 2025

Company: HARTREE PARTNERS, LP

Contract No.: 221613-FTSMEP

Delivery Point(s):

MDQ

Name/Location County/Parish Area State PIN No.

(Dth) 1/

PRIMARY DELIVERY POINT(S):

1. TRNSCO/MEP DEL CHOCTAW CHOCTAW AL 44451

30,000

### 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. 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 29, 2025 EFFECTIVE November 1, 2025

### NEGOTIATED RATE AGREEMENT

Company: Hartree Partners, LP Contract No.: 221613-FTSMEP

### ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 Negotiated Rate Term: From November 1, 2025 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: \$ 10.48 /Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 10.23 /Dth of MDO 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

30,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:

Part 2.13 Hartree Partners, LP Version 0.0.0

NAME PIN Eligible Point (MDQ)

(Dth/day)

HPL/MEP LAMAR 44440 30,000

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 PIN Eligible Point (MDQ) (Dth/day)

TRNSCO/MEP DEL CHOCTAW 44451 30,000

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.

### ${\bf ARTICLE~2} \\ {\bf NEGOTIATED~RATE~TERMS~AND~CONDITIONS;~ADDITIONAL~CHARGES} \\$

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 surc

Contract No. 221660-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED June 30, 2025 UNDER SUBPART G OF PART 284 OF THE FERC'S REGULATIONS

1.	SHIPPER is: JPMORGAN CHASE BANK, N.A. a OT	THER
2.	MDQ totals: 5,000 Dth per Day.	
3.	TERM: November 1, 2025 through October 31, 2027.	
4.	Service will be ON BEHALF OF:  X Shipper or Other: a	
5.	The ULTIMATE END USERS are (check one):	
	Customers of the following LDC/pipeline compa Customers in these states: X customers within any state in the continental U.S.	any(ies):; or
6.	This Agreement supersedes and cancels an	
of:	Capacity rights for this Agreement were released  X [for firm service only] Service and reservation ch	d fromlater
Sys	<ul><li>(a) November 1, 2025, and</li><li>(b) The date capacity to provide the service her</li><li>tem.</li><li>Other:</li></ul>	reunder is available on MEP's
7. AD	SHIPPER'S ADDRESSES DRESSES	MEP'S
HC	JPMORGAN CHASE BANK, N.A.	MIDCONTINENT EXPRESS PIPELINE
LLC	SHAUN KARIMULLAH 4 METRO TECH CENTER BROOKLYN, NY 11201	ATTENTION: ACCOUNT SERVICES 1001 LOUISIANA STREET SUITE 1000 HOUSTON, TEXAS 77002
		Payments:

LLC

10004

Part 2.14 JPMorgan Chase Bank, N.A. Version 0.0.0

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:

Part 2.14 JPMorgan Chase Bank, N.A. Version 0.0.0

Contract No. 221660-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 30, 2025
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.
- 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. 221660-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED June 30, 2025 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.
- 1. 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:

Part 2.14 JPMorgan Chase Bank, N.A. Version 0.0.0

MIDCONTINENT EXPRESS PIPELINE LLC MEP	JPMORGAN CHASE BANK, N.A. SHIPPER	
/s/:	/s/:	
CARL H HAGA Caperton	James	
NAME:	NAME:	
VP-COMMERCIAL President	Vice	
TITLE:	TITLE:	
Carl Haga		
Vice President, Commercial		

## EXHIBIT A DATED June 30, 2025 EFFECTIVE DATE November 1, 2025

Company: JPMORGAN CHASE BANK, N.A.

Contract No.: 221660-FTSMEP

Receipt Point(s):

MDO

Name/Location County Area State PIN No.

(Dth) 1/

PRIMARY RECEIPT POINT(S):

1. HPL/MEP LAMAR LAMAR TX 44440

5,000

### 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)

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## EXHIBIT B DATED June 30, 2025 EFFECTIVE DATE November 1, 2025

Company: JPMORGAN CHASE BANK, N.A.

Contract No.: 221660-FTSMEP

Delivery Point(s):

MDQ

Name/Location County/Parish Area State PIN No.

(Dth) 1/

PRIMARY DELIVERY POINT(S):

1. TRNSCO/MEP DEL CHOCTAW CHOCTAW AL 44451 5,000

### 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. 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 June 30, 2025 EFFECTIVE November 1, 2025

#### NEGOTIATED RATE AGREEMENT

Company: JPMorgan Chase Bank Contract No.: 221660-FTSMEP

### ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 Negotiated Rate Term: From November 1, 2025 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: \$ 10.7979 /Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 10.7979 /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

5,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:

NAME PIN Eligible Point (MDQ) (Dth/day)

Part 2.14 JPMorgan Chase Bank, N.A. Version 0.0.0

HPL/MEP LAMAR 44440 5,000

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 PIN Eligible Point (MDQ)

(Dth/day)

TRNSCO/MEP DEL CHOCTAW 44451 5,000

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.

Part 2.15 Spotlight Energy, LLC Version 0.0.0

Contract No. 221581-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED May 7, 2025 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.
- 3. TERM: November 1, 2025 through October 31, 2027.

  Contractual Rollover Rights. Pursuant to Section 16.3 of the General Terms and Conditions of MEP's FERC Gas Tariff, Shipper shall have the following Contractual Rollover Rights, which rights supersede any otherwise applicable rollover or Right of First Refusal pursuant to such Section:

Shipper shall have the right to extend the term of this Agreement for all of the MDQ at a rate and term that is mutually agreed upon by Shipper and MEP, so long as such agreement is reached on or before 5/31/2027. If no such agreement is reached by 5/31/2027, this extension right shall expire, and this Agreement shall terminate at the end of the term set forth above.

4.	Service will be ON BEHALF O	F:	
	X Shipper or		
	Other: a		
5.	The ULTIMATE END USERS	are (check one):	
	customers of the following	ng LDC/pipeline company(	(ies):
	customers in these states	: :	; or
	X customers within any sta	te in the continental U.S.	
6.	This Agreement superse	des and cancels a	Agreement dated
	Capacity rights for this A	Agreement were released fr	romlater
of:	X [for firm service only] S	ervice and reservation char	ges commence the later
	* /		der is available on MEP's System
	Other:		
7.	SHIPPER'S ADDRESSES	1	MEP'S
AD	DRESSES		

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SPOTLIGHT ENERGY, LLC

LLC

LANDON WALKER 950 ECHO LANE SUITE 125 HOUSTON, TX 77024 MIDCONTINENT EXPRESS PIPELINE

ATTENTION: ACCOUNT SERVICES 1001 LOUISIANA STREET

SUITE 1000

HOUSTON, TEXAS 77002

Payments:

FOR WIRE TRANSFER:

MIDCONTINENT EXPRESS PIPELINE

LLC

10004

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.

Part 2.15 Spotlight Energy, LLC Version 0.0.0

Contract No. 221581-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED May 7, 2025
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. 221581-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED May 7, 2025 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.
- 1. 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

SPOTLIGHT ENERGY, LLC
SHIPPER

/s/:
\_/s/:

CARL H HAGA

Caitlin

Harris

Part 2.15 Spotlight Energy, LLC Version 0.0.0

NAME:		NAME:
TITLE:	VP-COMMERCIAL	TITLE:
	Carl Haga Vice President, Commercial	

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## EXHIBIT A DATED May 7, 2025 EFFECTIVE DATE November 1, 2025

Company: SPOTLIGHT ENERGY, LLC

Contract No.: 221581-FTSMEP

Receipt Point(s):

**MDO** 

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

(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 7, 2025 EFFECTIVE DATE November 1, 2025

Company: SPOTLIGHT ENERGY, LLC

Contract No.: 221581-FTSMEP

Delivery Point(s):

MDQ

Name/Location County/Parish Area State PIN No.

(Dth) 1/

PRIMARY DELIVERY POINT(S):

1. TRNSCO/MEP DEL CHOCTAW CHOCTAW AL 44451

20,000

### 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. 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 5, 2025 EFFECTIVE November 1, 2025

### NEGOTIATED RATE AGREEMENT

Company: Spotlight Energy, LLC Contract No.: 221581-FTSMEP

### ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 Negotiated Rate Term: From November 1, 2025 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: \$ 10.48 /Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 10.23 /Dth of MDO 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

20,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:

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NAME PIN Eligible Point (MDQ)

(Dth/day)

MIDSHIP/MEP BENNINGTON BRYAN 50502 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 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)

TRNSCO/MEP DEL CHOCTAW 44451 20,000

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. (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.
- 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. 221751-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED August 19, 2025 UNDER SUBPART G OF PART 284 OF THE FERC'S REGULATIONS

- 1. SHIPPER is: TRAFIGURA TRADING LLC a MARKETER
- 2. MDQ totals: 15,000 Dth per Day.
- 3. TERM: November 1, 2025 through October 31, 2027.

Contractual Rollover Rights. Pursuant to Section 16.3 of the General Terms and Conditions of MEP's FERC Gas Tariff, Shipper shall have the following Contractual Rollover Rights, which rights supersede any otherwise applicable rollover or Right of First Refusal pursuant to such Section:

Shipper shall have the sole right to extend the Term of this Agreement at the Negotiated Monthly Rate of \$21.2917 through October 31, 2029, so long as such right is exercised by written notice delivered to MEP (with email notice being sufficient) no later than July 31, 2027.

4.	Servic	ce will be ON BEHALF OF:		
	X	Shipper or		
		Other: a		
5.	The U	ULTIMATE END USERS are (check one):		
		customers of the following LDC/pipeline con		
		customers in these states:	;	or
	_X	customers in these states: customers within any state in the continental	U.S.	
6.		_ This Agreement supersedes and cancels a	Agreement dated	d
	X	Capacity rights for this Agreement were releation for firm service only] Service and reservation		later
of:		[continue of the continue of t		
		<ul><li>(a) November 1, 2025, and</li><li>(b) the date capacity to provide the service l</li><li>Other:</li></ul>	hereunder is available on MEP	's System.
7. AD	SHIPI DRESS	PER'S ADDRESSES SES	MEP'S	

Part 2.16 Trafigura Trading LLC Version 0.0.0

TRAFIGURA TRADING LLC

LLC

HOUSTON NAT GAS 845 TEXAS AVE., SUITE 3600 HOUSTON, TX 77002

LLC

10004

MIDCONTINENT EXPRESS PIPELINE

ATTENTION: ACCOUNT SERVICES

1001 LOUISIANA STREET

**SUITE 1000** 

HOUSTON, TEXAS 77002

Payments:

FOR WIRE TRANSFER:

MIDCONTINENT EXPRESS PIPELINE

JPMORGAN CHASE NEW YORK, NY

ABA # 021 000 021 ACCOUNT # 216 872 553

Contract No. 221751-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED August 19, 2025 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. 221751-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED August 19, 2025
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.
- 1. 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.

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- m. Entire Agreement. This Agreement contains the entire agreement between MEP and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Agreement shall be effective unless agreed upon in a written instrument executed by MEP and Shipper which expressly refers to this Agreement.
- 9. The above-stated Rate Schedule, as revised from time to time, controls this Agreement and is incorporated herein. The attached Exhibits A and B (for firm service only), and C (if applicable), are a part of this Agreement. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF TEXAS, AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT. This Agreement states the entire agreement between the parties and no waiver, representation, or agreement shall affect this Agreement unless it is in writing. Shipper shall provide the actual end user purchaser name(s) to MEP if MEP must provide them to the FERC.

Agreed to by:		
MIDCONTINENT EXPRESS PIPELINE LLC MEP	TRAFIGURA TRADING LL SHIPPER	
/s/:	/s/:	
CARL H HAGA O'Connor NAME:	<b>James</b> NAME:	
VP-COMMERCIAL Scheduler TITLE:	Natural Gas	
Carl Haga Vice President, Commercial		

## EXHIBIT A DATED August 19, 2025 EFFECTIVE DATE November 1, 2025

Company: TRAFIGURA TRADING LLC

Contract No.: 221751-FTSMEP

Receipt Point(s):

MDQ

Name/Location County Area State PIN No.

(Dth) 1/

PRIMARY RECEIPT POINT(S):

1. HPL/MEP LAMAR LAMAR TX 44440

15,000

### SECONDARY RECEIPT POINT(S):

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

#### Receipt Pressure, Assumed Atmospheric Pressure

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

#### Rates

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

### Fuel Gas and Unaccounted For Gas Percentages (%)

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

1/ (Specify monthly variations if applicable)

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## EXHIBIT B DATED August 19, 2025 EFFECTIVE DATE November 1, 2025

Company: TRAFIGURA TRADING LLC

Contract No.: 221751-FTSMEP

Delivery Point(s):

MDQ

Name/Location County/Parish Area State PIN No.

(Dth) 1/

PRIMARY DELIVERY POINT(S):

1. TRNSCO/MEP DEL CHOCTAW CHOCTAW AL 44451 15,000

SECONDARY DELIVERY POINT(S):

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

### Delivery Pressure, Assumed Atmospheric Pressure

Unless otherwise agreed by contract, gas to be delivered by MEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be at the pressures available in MEP's pipeline facilities from time to time. 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 August 19, 2025 EFFECTIVE November 1, 2025

#### NEGOTIATED RATE AGREEMENT

Company: Trafigura Trading LLC Contract No.: 221751-FTSMEP

### ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 Negotiated Rate Term: From November 1, 2025 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: \$ 11.1021 /Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 11.1021 /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

15,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:

NAME PIN Eligible Point (MDQ) (Dth/day)

Midcontinent Express Pipeline LLC FERC Gas Tariff Original Volume No. 2 Part 2.16 Trafigura Trading LLC Version 0.0.0

HPL/MEP LAMAR

44440

15,000

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
(Dth/day)

PIN

Eligible Point

(MDQ) (Dth/day)

TRNSCO/MEP DEL CHOCTAW

44451

15,000

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

Midcontinent Express Pipeline LLC FERC Gas Tariff Original Volume No. 2 Part 2.16 Trafigura Trading LLC Version 0.0.0

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.

Midcontinent Express Pipeline LLC FERC Gas Tariff Original Volume No. 2

Part 3.2 Reserved for Future Use Version 3.0.0

Reserved for Future Use

### STATEMENT OF NEGOTIATED RATE TRANSACTIONS PURSUANT TO SECTION 30

						Primary I	
Shipper Name	Rate Schedule	Term of Contract	Volume (Dth/d)	Reservation Charge(s)	Commodity Charge(s)	Receipt	Delivery
<u>Castleton Commodities</u> <u>Merchant Trading L.P. 1/</u>	<u>FTS</u>	$\frac{11/1/2025 \text{ through}}{3/31/2026}$	<u>25,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
CitiGroup Energy Inc. 1/	<u>FTS</u>	11/1/2025 through 10/31/2027	<u>15,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
Gunvor USA LLC 1/	PALS	11/1/2025 through 5/31/2026	<u>5,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
Hartree Partners, LP 1/	<u>FTS</u>	11/1/2025 through 10/31/2027	30,000	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
JPMorgan Chase Bank, N.A. 1/	<u>FTS</u>	11/1/2025 through 10/31/2027	<u>5,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
Spotlight Energy, LLC 1/	<u>FTS</u>	11/1/2025 through 10/31/2027	20,000	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
<u>Trafigura Trading LLC 1/</u>	<u>FTS</u>	11/1/2025 through 10/31/2027	<u>15,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>

<sup>1/</sup> 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.

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

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

#### **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). Reserved for Future Use.
- 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.

11/30/2025

12/1/2025

X Shipper or

11/30/2025

5/31/2026

Service will be ON BEHALF OF:

Other:

Request Order RO No. 221845-ROPMEP

### PALS REQUEST ORDER FORM DATED October 21, 2025

OR USA LLC		T	ype of Service: Park 2	<u>X</u>	
Loan .			502 MAO PO:		
* * * * * * * * * * * * * * * * * * * *	MIDSHIP/MEP BENNING	JION BRIAN/30,	MAQ RO:		
150,000 ** (Dth) Completion Point Name(s) and PIN(s): MIDSHIP/MEP BENNINGTON BRYAN/50502					Min
	nd May 31, 2026	P.	ALS Agreement #:		
<u>EP .</u>					
		•			
Range of Dates)		(May Reflect a Ran	ge of Volumes)		
	Dork or I c	on Dowhook	Loon or Pork		
	raik of LC	oan rayback	Loan of Faik		
Through	Minimum	Maximum	Minimum		
·					
				_	
11/30/2025	0	5 000			
5/31/2026	V	2,000	0	5,100	
y yary based on yalu	ima tima pariod etc. as se	t out in the Service	Agraement		
y vary based on void	inic, time period, etc., as se	t out in the service	Agreement		
ge Charge:* See so	chedule below.				
ated rate pursuant t	to Section 30 of the GT&	<u>cC.</u>			
Through	Pata				
	th Name(s) and PIN(s vember 1, 2025 EP.  to be Provided Range of Dates)  Through  11/30/2025  5/31/2026  ty vary based on volume ge Charge:* See so ated rate pursuant to the second of	Name(s) and PIN(s): MIDSHIP/MEP BENNING  a)  at Name(s) and PIN(s): MIDSHIP/MEP BENNI  vember 1, 2025 End May 31, 2026  EP.  Through Minimum   11/30/2025 0  5/31/2026  Ey vary based on volume, time period, etc., as see age Charge:* See schedule below.  ated rate pursuant to Section 30 of the GT&  Through Rate	Name(s) and PIN(s): MIDSHIP/MEP BENNINGTON BRYAN/50:  a)  at Name(s) and PIN(s): MIDSHIP/MEP BENNINGTON BRYAN/50:  wember 1, 2025 End May 31, 2026 P.  EP .  b)  at o be Provided Daily Quanti Range of Dates) (May Reflect a Ran  Park or Loan Payback  Through Minimum Maximum  11/30/2025 0 5,000  5/31/2026  by vary based on volume, time period, etc., as set out in the Service are Charge:* See schedule below.  atted rate pursuant to Section 30 of the GT&C.  Through Rate  11/28/2025 \$0.00000	Name(s) and PIN(s): MIDSHIP/MEP BENNINGTON BRYAN/50502 MAQ RO:  10 tt Name(s) and PIN(s): MIDSHIP/MEP BENNINGTON BRYAN/50502  vember 1, 2025 End May 31, 2026 PALS Agreement #:  20 be Provided Daily Quantity (Dth)  Range of Dates) (May Reflect a Range of Volumes)  Park or Loan Payback Loan or Park  Through Minimum Maximum Minimum  11/30/2025 0 5,000  5/31/2026 0  Ty vary based on volume, time period, etc., as set out in the Service Agreement  12 cgc Charge:* See schedule below.  13 atte 11/28/2025 \$0.00000	Name(s) and PIN(s): MIDSHIP/MEP BENNINGTON BRYAN/50502 MAQ RO:  101 11 Name(s) and PIN(s): MIDSHIP/MEP BENNINGTON BRYAN/50502    vember 1, 2025

\$0.30000 \$0.00000

#### Part 2.10

SHIPPER'S CONTACT AND ADDRESS		
GUNVOR USA LLC		
<u>GREG HARRINGTON</u>		
600 TRAVIS STREET		
<u>SUITE 6500</u>		
HOUSTON, TX 77002		
Phone: ()	Fax: ()	
Other Conditions (if any):		
** Volumes by Month:		
Not Applicable		
Agreed to by:		
MIDCONTINENT EXPRESS PIPELINE LLC		GUNVOR USA LLC
/s/:		/s/:
		/ 3/ •
1		2
NAME:		NAME:
TTITE		THEFT
3		4
TITLE:		TITLE:
IIILE.		IIILE.
Corl Haga		
Carl Haga		
Vice President, Commercial		

Reserved for Future Use

<sup>\*</sup>The rate shall be the applicable maximum rate and other applicable maximum lawful charges except as otherwise provided specified in writing, which agreement must be consistent with Section 34 or 30 of the General Terms and Conditions of this Tariff (relating to Discounting and Negotiated Rates, respectively).

Contract No. 221805-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED September 25, 2025 UNDER SUBPART G OF PART 284 OF THE FERC'S REGULATIONS

OF THE FERC'S REGULATION	$\underline{\mathbf{S}}$
1. SHIPPER is: CASTLETON COMMODITIES MERCHANT MARKETER	TRADING L.P. a
2. MDQ totals: 25,000 Dth per Day.	
3. TERM: November 1, 2025 through March 31, 2026.	
4. Service will be ON BEHALF OF:  X Shipper or Other: a	
5. The ULTIMATE END USERS are (check one):	
customers of the following LDC/pipeline company(ies) customers in these states: X customers within any state in the continental U.S.	; or
6. This Agreement supersedes and cancels a	
Capacity rights for this Agreement were released from X [for firm service only] Service and reservation charges of:	
(a) November 1, 2025, and (b) the date capacity to provide the service hereunder Other:	is available on MEP's System.
7. SHIPPER'S ADDRESSES ADDRESSES	MEP'S
CASTLETON COMMODITIES MERCHANT TRADING L.P.	MIDCONTINENT EXPRESS
PIPELINE LLC  MATTHEW MARETT	ATTENTION: ACCOUNT
SERVICES 811 MAIN ST., STE 3500 HOUSTON, TX 77002	1001 LOUISIANA STREET SUITE 1000 HOUSTON, TEXAS 77002
	Payments:

#### <u>Part 2.11</u>

MIDCONTINENT EXPRESS
IPELINE LLC
JPMORGAN CHASE NEW YORK,
<u>Y 10004</u>
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. 221805-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED September 25, 2025 UNDER SUBPART G OF PART 284 OF THE FERC'S REGULATIONS (CON'T)

1	AUGCOTIATED DATE ACREMENTS ONLY, A. P. 11 M. C
<u> </u>	(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.
<u> </u>	(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.
	be revised from time to time.
<u>e.</u>	(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.
<u>g.</u>	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.
- 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. 221805-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED September 25, 2025 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.
- 1. 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	CASTLETON COMMODITIES MERCHANT
T	RADING L.P.	
	MEP	SHIPPER

### <u>Part 2.11</u>

<u>/s/:</u>	/s/:	
CARL H HAGA 1	-	Oscar
Moreno 2		
NAME:	NAME:	
VP-COMMERCIAL 3		Schedule
<u>4</u> TITLE:	TITLE:	
Carl Haga Vice President, Commercial	IIILE:	

## EXHIBIT A DATED September 25, 2025 EFFECTIVE DATE November 1, 2025

Company: CASTLETON COMMODITIES MERCH	HANT TRADING L.	<u>P.</u>		
Contract No.: 221805-FTSMEP				
Receipt Point(s):				
MDQ Name/Location (Dth) 1/	County Area	State	PIN	No.
PRIMARY RECEIPT POINT(S):				
1. HPL/MEP LAMAR 25,000	LAMAR	TX	44440	
SECONDARY RECEIPT POINT(S):  All secondary receipt points, and the related priori provisions governing this Agreement.	ties and volumes, as p	provided un	der the Tarif	<u>f</u>
Receipt Pressure, Assumed Atmospheric Pressure				
Gas to be delivered to MEP at the Receipt Point(s System at that point, but shall not in excess of the Max stated for each Receipt Point in MEP's Catalog of Point used an assumed atmospheric pressure corresponding to	imum Allowable Opents. The measuring pa	erating Pres	ssure (MAOP se or cause to	)
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 percentage for Unaccounted For Gas unless MEP and Shipper mu				l and

<u>Part 2.11</u>

1/ (Specify monthly variations if applicable)

## EXHIBIT B DATED September 25, 2025 EFFECTIVE DATE November 1, 2025

Company: CASTLETON COMMODITIES MERCHA	ANT TRADING L.P.				
Contract No.: 221805-FTSMEP					
Delivery Point(s):					
MDQ Name/Location	County/Parish Area	State	PIN	— No.	
(Dth) 1/	County/1 drish / trea	State	1111	110.	
PRIMARY DELIVERY POINT(S):					
1. SNG/MEP SMITH	SMITH	MS	44449		25,000

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

#### Delivery Pressure, Assumed Atmospheric Pressure

SECONDARY DELIVERY POINT(S):

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 September 25, 2025 EFFECTIVE November 1, 2025

#### NEGOTIATED RATE AGREEMENT

Company: Castleton Commodities Merchant

Contract No.: 221805-FTSMEP

### ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 Negotiated Rate Term: From November 1, 2025 through March 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: \$ 11.9255 /Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 11.9255 /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 PIN Eligible Point (MDQ) (Dth/day)

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	PIN	Eligible Point
(MDQ) (Dth/day)		
SNG/MEP SMITH	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.

### $\frac{\text{ARTICLE 2}}{\text{NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES}}$

- 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. 221683-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED July 16, 2025 UNDER SUBPART G OF PART 284 OF THE FERC'S REGULATIONS

	OF THE FERC'S REGULA	<u> TIONS</u>
<u>1.</u>	SHIPPER is: CITIGROUP ENERGY INC. a MARKET	<u>ER</u>
<u>2.</u>	MDQ totals: 15,000 Dth per Day.	
<u>3.</u>	TERM: November 1, 2025 through October 31, 2027.	
4.	Service will be ON BEHALF OF:  X Shipper or Other: a	
<u>5.</u>	The ULTIMATE END USERS are (check one):	
	customers of the following LDC/pipeline compancustomers in these states:  X customers within any state in the continental U.S.	; or
<u>6.</u>	This Agreement supersedes and cancels a	Agreement dated
of:	Capacity rights for this Agreement were released X [for firm service only] Service and reservation ch	
	(a) November 1, 2025, and (b) the date capacity to provide the service heretother:	under is available on MEP's System.
	SHIPPER'S ADDRESSES DRESSES	MEP'S
LIC	CITIGROUP ENERGY INC.	MIDCONTINENT EXPRESS PIPELINE
LLC	JAY BLAKE 2700 POST OAK SUITE 400 HOUSTON, TX 77056	ATTENTION: ACCOUNT SERVICES 1001 LOUISIANA STREET SUITE 1000 HOUSTON, TEXAS 77002
	_	Payments: FOR WIRE TRANSFER:

			MIDCONTINENT EXPRESS PIPELINE
LLC			
			JPMORGAN CHASE NEW YORK, NY
<u>10004</u>			
			ABA # 021 000 021
			ACCOUNT # 216 872 553
<u>8.</u>			e 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		
	co	ontracts, if any	<u>"</u>
	_		
	a.	(DISCOUN	TED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff
		Rates.	Notwithstanding any other provision of this Agreement, in no event shall
		a discounte	d rate billed by MEP be less than the applicable minimum rate or more than the
			naximum rate set forth in MEP's FERC Gas Tariff, as may be revised from time
		to time.	

Contract No. 221683-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED July 16, 2025 UNDER SUBPART G OF PART 284 OF THE FERC'S REGULATIONS (CON'T)

h	(NEGOTIATED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff
0.	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
u.	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.
	regulated Kates.
f	Notifications. Except as otherwise may be expressly provided herein, any notice or
1.	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
	<u>time.</u>
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.
- 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. 221683-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED July 16, 2025 UNDER SUBPART G OF PART 284 OF THE FERC'S REGULATIONS (CON'T)

	k	Effect of Tariff. This Agreement shall at all tin	nes be subject to all applicable provisions of
	ΙΧ.	MEP's FERC Gas Tariff. In the event of any of	
		of Rate Schedule FTS and ITS, the terms of th	is Agreement shall govern as to the point of
		conflict.	
	1.	GOVERNING LAW. THE CONSTRUCTION	I. INTERPRETATION. AND
		ENFORCEMENT OF THIS AGREEMENT S	
		THE STATE OF TEXAS, EXCLUDING AN	
		WOULD REFER ANY MATTER TO THE L THE STATE OF TEXAS.	AWS OF A JURISDICTION OTHER THAN
		THE STATE OF TEXAS.	
	<u>m.</u>	Entire Agreement. This Agreement contains the	
			upersedes any and all prior understandings and
		agreements, whether oral or written, concerning such prior understandings and agreements are	
		amendments to or modifications of this Agree	
		written instrument executed by MEP and Ship	
0	-	17. 61.11	
9.		ne above-stated Rate Schedule, as revised from corporated herein. The attached Exhibits A and	
		oplicable), are a part of this Agreement. THIS A	
	Ā	ND GOVERNED BY THE LAWS OF TEXAS	, AND NO STATE LAW SHALL APPLY TO
		EACH A DIFFERENT RESULT. This Agreen	
		arties and no waiver, representation, or agreeme riting. Shipper shall provide the actual end user	
		ovide them to the FERC.	purchaser hame(s) to WEET IT WIET must
	<u>A</u>	greed to by:	
	М	IDCONTINENT EXPRESS PIPELINE LLC	CITIGROUP ENERGY INC.
	141	MEP	SHIPPER
	/S/	1.	/s/:
	<u>/ S/</u>	<u>.                                      </u>	/ <u>S/.</u>
	_	CARL H HAGA 1	<u>Meco</u>
	<u>R</u>	eyna 2	

<u>Part 2.12</u>

NAME:	NAME
VP-COMMERCIAL 3	
scheduler 4	
<u>scrieduler 4</u> TITLE:	TITLE

# EXHIBIT A DATED July 16, 2025 EFFECTIVE DATE November 1, 2025

Company: CITIGROUP ENERGY INC.				
Contract No.: 221683-FTSMEP				
Receipt Point(s):				
MDQ Name/Location (Dth) 1/	County Area	State	PIN	No
PRIMARY RECEIPT POINT(S):				
1. HPL/MEP LAMAR 15,000	LAMAR	TX	44440	
SECONDARY RECEIPT POINT(S):  All secondary receipt points, and the relationship provisions governing this Agreement.	ted priorities and volumes, as	provided ur	nder the Tarif	<u>f</u>
Gas to be delivered to MEP at the Receist System at that point, but shall not in excess of stated for each Receipt Point in MEP's Cataloused an assumed atmospheric pressure corresponding to the state of the state	pt Point(s) shall be at the pres f the Maximum Allowable O og of Points. The measuring	perating Pres party shall u	ssure (MAOP se or cause to	)
Rates				
The rates shall be the applicable maximu otherwise provided in a separate written agree or 30 of this Tariff (relating to discounts and	ement. Such agreement shal	l be consiste		on 34
Fuel Gas and Unaccounted For Gas Percentage	ges (%)			
Shipper will be assessed the applicable properties for Unaccounted For Gas unless MEP and Shipper will be assessed the applicable properties of the same of the sa			*	l and
1/ (Specify monthly variations if applicable)				

## EXHIBIT B DATED July 16, 2025 EFFECTIVE DATE November 1, 2025

Company: CITIGROUP ENERGY INC.				
Contract No.: 221683-FTSMEP				
Delivery Point(s):				
MDQ				_
Name/Location (Dth) 1/	County/Parish Area	State	PIN	No.
PRIMARY DELIVERY POINT(S):				
1. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	
<u>15,000</u>				
SECONDARY DELIVERY POINT(S):  All secondary delivery points, and the related priori provisions governing this Agreement.	ties and volumes, as provid	led under	the Tariff	
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).				
<ul><li>1/ (Specify monthly variations if applicable)</li><li>2/ (Specify different delivery pressure if applicable)</li></ul>				

## EXHIBIT C DATED July 16, 2025 EFFECTIVE November 1, 2025

#### NEGOTIATED RATE AGREEMENT

Company: Citigroup Energy Inc.
Contract No.: 221683-FTSMEP

### ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 Negotiated Rate Term: From November 1, 2025 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: \$ 11.4443 /Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 11.4443 /Dth of MDO 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

15,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:

#### **Part 2.12**

NAME	PIN Eligible	Point (MDQ)
(Dth/day)	_	
HPL/MEP LAMAR	44440	15,000
THE WEST ENTIRE	11110	12,000

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

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.

#### <u>ARTICLE 2</u> NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

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.
- Discountable Third Party Surcharges. From time to time, certain reservation 2.2 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. 221613-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED May 29, 2025 UNDER SUBPART G OF PART 284 OF THE FERC'S REGULATIONS

- 1. SHIPPER is: HARTREE PARTNERS, LP a MARKETER
- 2. MDQ totals: 30,000 Dth per Day.
- 3. TERM: November 1, 2025 through October 31, 2027. Contractual Rollover Rights.

  Pursuant to Section 16.3 of the General Terms and Conditions of MEP's FERC Gas
  Tariff, Shipper shall have the following Contractual Rollover Rights, which rights
  supersede any otherwise applicable rollover or Right of First Refusal pursuant to
  such Section:

Shipper shall have the right to extend the term of this Agreement for all of the MDQ at a rate and term between one (1) and three (3) years that is mutually agreed upon by Shipper and MEP, so long as such agreement is reached on or before 5/31/2027. If no such agreement is reached by 5/31/2027, this extension right shall expire, and this Agreement shall terminate at the end of the term set forth above.

4.	Servio	ee will be ON BEHALF OF:	
	_X	Shipper or	
		Other: a	
5.	The U	ILTIMATE END USERS are (check one):	
		<del></del>	
		customers of the following LDC/pipeline company(ies):	
			; or
	X	customers within any state in the continental U.S.	
		<u> </u>	
6.		This Agreement supersedes and cancels a Agreement date	<u>ed</u>
		_	
		Capacity rights for this Agreement were released from	
	X	[for firm service only] Service and reservation charges commence the	later
of:			
		(a) November 1, 2025, and	
		(b) the date capacity to provide the service hereunder is available on ME	P's System.
		Other:	-

<u>7.</u>	SHIPPER'S ADDRESSES	MEP'S
AD:	<u>DRESSES</u>	
	HARTREE PARTNERS, LP	MIDCONTINENT EXPRESS PIPELINE
<u>LLC</u>		
	TONY MUSCARELLO	ATTENTION: ACCOUNT SERVICES
	TWO ALLEN CENTER	1001 LOUISIANA STREET
	1200 SMITH STREET, SUITE 1160	SUITE 1000
	HOUSTON, TX 77002	HOUSTON, TEXAS 77002
	_	Payments:
		FOR WIRE TRANSFER:
		MIDCONTINENT EXPRESS PIPELINE
LLC		WIDCONTINEIVI EAI RESSTITEEIVE
		JPMORGAN CHASE NEW YORK, NY
10004		·
		ABA # 021 000 021
		ACCOUNT # 216 872 553
<u>8.</u>	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, Nego	tiated Rate Formula or Discount
	contracts, if any:	
	a. (DISCOUNTED RATE AGREEMENTS ONLY) A	Applicable Maximum and Minimum Tariff
		ision of this Agreement, in no event shall
	a discounted rate billed by MEP be less than the app	
	applicable maximum rate set forth in MEP's FERC	
	to time.	, , , , , , , , , , , , , , , , , , , ,
	<del></del>	

Contract No. 221613-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED May 29, 2025 UNDER SUBPART G OF PART 284 OF THE FERC'S REGULATIONS (CON'T)

1	ALECOTIATED DATE ACREEMENTS ONLY, A. J. 11 M
<u> </u>	(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.
<u> </u>	(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.
<u>d.</u>	(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.
<u>e.</u>	(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.
<u>g.</u>	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.
- 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. 221613-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED May 29, 2025 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
		<u>conflict.</u>
	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.
		Estimate MED at Chima
	m.	
		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.
		written histrument executed by MEF and Shipper which expressly felers to this Agreement.
9.	Т	he above-stated Rate Schedule, as revised from time to time, controls this Agreement and is
<i>)</i> .		corporated herein. The attached Exhibits A and B (for firm service only), and C (if
		oplicable), are a part of this Agreement. THIS AGREEMENT SHALL BE CONSTRUED
		ND GOVERNED BY THE LAWS OF TEXAS, AND NO STATE LAW SHALL APPLY TO
		EACH A DIFFERENT RESULT. This Agreement states the entire agreement between the
		arties and no waiver, representation, or agreement shall affect this Agreement unless it is in
		riting. Shipper shall provide the actual end user purchaser name(s) to MEP if MEP must
		rovide them to the FERC.
	<u>p.</u>	
	A	greed to by:
_	M	IIDCONTINENT EXPRESS PIPELINE LLC HARTREE PARTNERS, LP
		MEP SHIPPER
	<u>/s</u> /	<u>/s/:</u>
	_	
	_	CARL H HAGA 1 Tyler
	F	<u>adal 2</u>

### <u>Part 2.13</u>

VP-COMMERCIAL 3		S
$\frac{1}{4}$		
TITLE:	TITLE:	

# EXHIBIT A DATED May 29, 2025 EFFECTIVE DATE November 1, 2025

Company: HARTREE PARTNERS, LP				
Contract No.: 221613-FTSMEP				
Receipt Point(s):				
MDQ Name/Location (Dth) 1/	County Area	State	PIN	No
PRIMARY RECEIPT POINT(S):				
1. HPL/MEP LAMAR 30,000	LAMAR	TX	44440	-
SECONDARY RECEIPT POINT(S):				-
All secondary receipt points, and the relate provisions governing this Agreement.	ed priorities and volumes, as	provided ur	nder the Tarif	<u>f</u>
Receipt Pressure, Assumed Atmospheric Press	sure			
Gas to be delivered to MEP at the Receip System at that point, but shall not in excess of stated for each Receipt Point in MEP's Catalog used an assumed atmospheric pressure corresp	the Maximum Allowable Og of Points. The measuring	perating Preparty shall u	ssure (MAOP se or cause to	2)
Rates				
The rates shall be the applicable maximum otherwise provided in a separate written agreed or 30 of this Tariff (relating to discounts and to	ment. Such agreement shal	l be consiste		on 34
Fuel Gas and Unaccounted For Gas Percentage	es (%)			
Shipper will be assessed the applicable per for Unaccounted For Gas unless MEP and Ship				el and
1/ (Specify monthly variations if applicable)				

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

# EXHIBIT B DATED May 29, 2025 EFFECTIVE DATE November 1, 2025

Company: HARTREE PARTNERS, LP				
Contract No.: 221613-FTSMEP				
Delivery Point(s):				
MDQ Name/Location (Dth) 1/	County/Parish Area	State	PIN	No.
PRIMARY DELIVERY POINT(S):  1. TRNSCO/MEP DEL CHOCTAW 30,000	CHOCTAW	AL	44451	
SECONDARY DELIVERY POINT(S):  All secondary delivery points, and the related priorities provisions governing this Agreement.	s and volumes, as provid	led under t	the Tariff	
Delivery Pressure, Assumed Atmospheric Pressure  Unless otherwise agreed by contract, gas to be delivaccount, at the Delivery Point(s) shall be at the pressures to time.2/ The measuring party shall use or cause to be a corresponding to the elevation at such Delivery Point(s).	available in MEP's pipe used an assumed atmosp	eline facili	ties from t	<u>ime</u>

# EXHIBIT C DATED May 29, 2025 EFFECTIVE November 1, 2025

#### NEGOTIATED RATE AGREEMENT

Company: Hartree Partners, LP Contract No.: 221613-FTSMEP

## ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 Negotiated Rate Term: From November 1, 2025 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: \$ 10.48 /Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 10.23 /Dth of MDO 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

30,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:

#### **Part 2.13**

NAME	PIN 1	Eligible Point (MDQ)
(Dth/day)		
HPL/MEP LAMAR	44440	30,000

### 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	PIN	Eligible Point
(MDQ) (Dth/day)		
TRNSCO/MEP DEL CHOCTAW	44451	30,000

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.

### <u>ARTICLE 2</u> NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

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.

- 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 surc

Contract No. 221660-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED June 30, 2025 UNDER SUBPART G OF PART 284 OF THE FERC'S REGULATIONS

	OF THE FERC'S REC	
1. SHIPPER is:	JPMORGAN CHASE BANK, N.A.	a OTHER
2. MDQ totals:	5,000 Dth per Day.	
3. TERM: Nov	rember 1, 2025 through October 31,	2027.
	e ON BEHALF OF:	
X Shippe Other:		
5. The ULTIMA	TE END USERS are (check one):	
	ners of the following LDC/pipeline of	company(ies):
X custom	ners in these states: ners within any state in the continents	; or al U.S.
6 This A	greement supersedes and cancels an	Agreement dated
Capac	ity rights for this Agreement were re	leased from
X [for first of:	m service only] Service and reservati	ion charges commence thelater
(a) N (b) T	ovember 1, 2025, and he date capacity to provide the service	ce hereunder is available on MEP's
System. Other:		
7. SHIPPER'S A ADDRESSES	DDRESSES	MEP'S
	CHASE BANK, N.A.	MIDCONTINENT EXPRESS PIPELINE
SHAUN KARI 4 METRO TEO BROOKLYN,	CH CENTER	ATTENTION: ACCOUNT SERVICES  1001 LOUISIANA STREET  SUITE 1000  HOUSTON, TEXAS 77002
		Payments:

### Part 2.14

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

8. Any or all of the following provisions may be included (where applicable) in the FTS or ITS

Agreement and/or in any related Negotiated Rate, Negotiated Rate Formula or Discount contracts, if any:

\_\_\_\_

Contract No. 221660-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED June 30, 2025 UNDER SUBPART G OF PART 284 OF THE FERC'S REGULATIONS (CON'T)

<u>a.</u>	(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.
<u>b.</u>	(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.
С.	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.
<u>d.</u>	(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.
<u>e.</u>	(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.

#### **Part 2.14**

- 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.

Contract No. 221660-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED June 30, 2025 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.
- 1. 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:

## <u>Part 2.14</u>

MIDCONTINENT EXPRESS PIPELINE LLC	JPMORGAN CH	HASE BANK, N.A.
MEP	SHIPPER	
<u>/s/:</u>	/s/:	
CARL H HAGA 1	J	<u>ames</u>
Caperton 2	NAME	
NAME:	NAME:	
VP-COMMERCIAL 3		<u>Vice</u>
<u>President 4</u>		
TITLE:	TITLE:	
Carl Haga		
Vice President, Commercial		

# EXHIBIT A DATED June 30, 2025 EFFECTIVE DATE November 1, 2025

Company: JPMORGAN CHASE BANK, N.A.				
Contract No.: 221660-FTSMEP				
Receipt Point(s):				
MDQ Name/Location (Dth) 1/	County Area	State	PIN	No
PRIMARY RECEIPT POINT(S):				
1. HPL/MEP LAMAR 5,000	LAMAR	TX	44440	
SECONDARY RECEIPT POINT(S):  All secondary receipt points, and the related p provisions governing this Agreement.	priorities and volumes, as	s provided ur	nder the Tariff	•
Receipt Pressure, Assumed Atmospheric Pressure	<u>.</u>			
Gas to be delivered to MEP at the Receipt Po System at that point, but shall not in excess of the stated for each Receipt Point in MEP's Catalog of used an assumed atmospheric pressure correspond	Maximum Allowable O Points. The measuring	perating Preparty shall u	ssure (MAOP se or cause to	)
Rates				
The rates shall be the applicable maximum ra otherwise provided in a separate written agreement or 30 of this Tariff (relating to discounts and to ne	nt. Such agreement shal	ll be consiste		<u>n 34</u>
Fuel Gas and Unaccounted For Gas Percentages (	<u>%)</u>			
Shipper will be assessed the applicable perce for Unaccounted for Gas unless MEP and Shipper				l and
1/ (Specify monthly variations if applicable)				

AL

44451

5,000

# EXHIBIT B DATED June 30, 2025 EFFECTIVE DATE November 1, 2025

Company: JPMORGAN CHASE BANK, N.A.				
Contract No.: 221660-FTSMEP				
Delivery Point(s):				
MDO				
MDQ	~ ~	_		
Name/Location (Dth) 1/	County/Parish Area	State	PIN	No.

CHOCTAW

### SECONDARY DELIVERY POINT(S):

1. TRNSCO/MEP DEL CHOCTAW

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 June 30, 2025 EFFECTIVE November 1, 2025

#### NEGOTIATED RATE AGREEMENT

Company: JPMorgan Chase Bank Contract No.: 221660-FTSMEP

## ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 Negotiated Rate Term: From November 1, 2025 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: \$ 10.7979 /Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 10.7979 /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

5,000 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 5,000

### 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	PIN	Eligible Point (MDQ)
(Dth/day)		
TRNSCO/MEP DEL CHOCTAW	44451	5,000

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.

- 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. 221581-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED May 7, 2025 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.
- 3. TERM: November 1, 2025 through October 31, 2027.
  Contractual Rollover Rights. Pursuant to Section 16.3 of the General Terms and Conditions of MEP's FERC Gas Tariff, Shipper shall have the following Contractual Rollover Rights, which rights supersede any otherwise applicable rollover or Right of First Refusal pursuant to such Section:

Shipper shall have the right to extend the term of this Agreement for all of the MDQ at a rate and term that is mutually agreed upon by Shipper and MEP, so long as such agreement is reached on or before 5/31/2027. If no such agreement is reached by 5/31/2027, this extension right shall expire, and this Agreement shall terminate at the end of the term set forth above.

4.	Servi	ce will be ON BEHALF OF:		
	X	Shipper or		
		Other: a		
<u>5.</u>	The U	ULTIMATE END USERS are (check one):		
		customers of the following LDC/pipeline company(ies):		
		customers in these states:	; or	
	X	customers within any state in the continental U.S.		
<u>6.</u>		This Agreement supersedes and cancels a	Agreement dated	
		Capacity rights for this Agreement were released from		
	X	[for firm service only] Service and reservation charges co	mmence the	<u>later</u>
<u>of:</u>				
		(a) November 1, 2025, and		
		(b) the date capacity to provide the service hereunder is	available on MEP's S	ystem
		Other:		
<u>7.</u>	<u>SHI</u> PI	PER'S ADDRESSES MEP'S		
$\overline{AD}$	DRESS		•	

SPOTLIGHT ENERGY, LLC	MIDCONTINENT EXPRESS PIPELINE
LANDON WALKER	ATTENTION: ACCOUNT SERVICES
950 ECHO LANE	1001 LOUISIANA STREET
SUITE 125	SUITE 1000
HOUSTON, TX 77024	HOUSTON, TEXAS 77002
_	
	Payments:
	FOR WIRE TRANSFER:
	MIDCONTINENT EXPRESS PIPELINE
	JPMORGAN CHASE NEW YORK, NY
	ABA # 021 000 021
	ACCOUNT # 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, Nego	otiated Rate Formula or Discount
<u> </u>	
— a (DISCOUNTED RATE AGREEMENTS ONLY) A	Applicable Maximum and Minimum Tariff
*	
	Gas Tariff, as may be revised from time
	LANDON WALKER  950 ECHO LANE SUITE 125 HOUSTON, TX 77024

Contract No. 221581-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED May 7, 2025 UNDER SUBPART G OF PART 284 OF THE FERC'S REGULATIONS (CON'T)

<ul> <li>b. (NEGOTIATED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Ta Rates. Unless otherwise expressly provided in this Agreement, the Negotiated Rates or ra 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.</li> <li>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.</li> <li>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 represented from time to time.</li> <li>e. (NEGOTIATED RATE AGREEMENTS ONLY) Shipper and MEP understand and agree</li> </ul>	
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be revised from time to time.	max
	<u>.114</u> )
e. (NEGOTIATED RATE AGREEMENTS ONLY) Shipper and MEP understand and agree	
	<u>.</u>
that this Agreement shall be subject to any and all applicable conditions preced	
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.	_
<u> </u>	
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	1
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.	<u> </u>
time.	
g. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either	er
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.	acii
oc decined a warver of any other oreach of 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.
- 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. 221581-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED May 7, 2025 UNDER SUBPART G OF PART 284 OF THE FERC'S REGULATIONS (CON'T)

1		ECC 4 CE 100 E1 1 4 11 4 11 4	1 1: 44 11 1: 11
	<u>K.</u>	Effect of Tariff. This Agreement shall at all time MEP's FERC Gas Tariff. In the event of any con	
		of Rate Schedule FTS and ITS, the terms of this	
		conflict.	gerunder pant er
1	l	GOVERNING LAW. THE CONSTRUCTION,	
		ENFORCEMENT OF THIS AGREEMENT SH	
		THE STATE OF TEXAS, EXCLUDING ANY	
		WOULD REFER ANY MATTER TO THE LAY THE STATE OF TEXAS.	WS OF A JURISDICTION OTHER THAN
		THE STATE OF TEXAS.	
1	m.	Entire Agreement. This Agreement contains the	entire agreement between MEP and Shipper
		with respect to the subject matter hereof, and sup	
		agreements, whether oral or written, concerning	
		such prior understandings and agreements are he	
		amendments to or modifications of this Agreemed written instrument executed by MEP and Shippe	
		written instrument executed by WET and Shippe	which expressly felers to this Agreement.
9.	Tl	he above-stated Rate Schedule, as revised from tir	ne to time, controls this Agreement and is
		ncorporated herein. The attached Exhibits A and E	
		oplicable), are a part of this Agreement. THIS AG	
		ND GOVERNED BY THE LAWS OF TEXAS, A	
		EACH A DIFFERENT RESULT. This Agreement arties and no waiver, representation, or agreement	
		riting. Shipper shall provide the actual end user p	
		rovide them to the FERC.	
	-		
	A	greed to by:	
	3.4	MID CONTENIENT EXPRESS PIPELINE LLC	CDOTH ICHT ENEDGY III C
_	IVI	MIDCONTINENT EXPRESS PIPELINE LLC MEP	SPOTLIGHT ENERGY, LLC SHIPPER
	_	WILI	SITITER
	<u>/s/</u>	/ <u>:</u>	<u>/s/:</u>
	_		
		CADI ILILICA A	Cairlin
		CARL H HAGA 1 Harris 2	<u>Caitlin</u>
	11	<u> </u>	

Part 2.15

NAME:	NAME:
VP-COMMERCIAL 3	
TITLE:	TITLE:
 Carl Haga	
Vice President, Commercial	

# EXHIBIT A DATED May 7, 2025 EFFECTIVE DATE November 1, 2025

Company: SPOTLIGHT ENERGY, LLC				
Contract No.: 221581-FTSMEP				
Receipt Point(s):				
MDQ Name/Location (Dth) 1/	County Area	State	PIN	No
PRIMARY RECEIPT POINT(S):				
1. MIDSHIP/MEP BENNINGTON BRYAN 20,000	BRYAN	OK	50502	-
SECONDARY RECEIPT POINT(S):  All secondary receipt points, and the related prior provisions governing this Agreement.	ities and volumes, as	s provided ur	nder the Tarif	<u>f</u>
Receipt Pressure, Assumed Atmospheric Pressure				
Gas to be delivered to MEP at the Receipt Point( System at that point, but shall not in excess of the Masstated for each Receipt Point in MEP's Catalog of Point used an assumed atmospheric pressure corresponding	ximum Allowable Onts. The measuring	perating Preparty shall u	ssure (MAOF se or cause to	2)
Rates				
The rates shall be the applicable maximum rate and otherwise provided in a separate written agreement.  or 30 of this Tariff (relating to discounts and to negotian)	Such agreement shal	l be consiste		on 34
Fuel Gas and Unaccounted For Gas Percentages (%)				
Shipper will be assessed the applicable percentage for Unaccounted For Gas unless MEP and Shipper mu				and and
1/ (Specify monthly variations if applicable)				

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

# EXHIBIT B DATED May 7, 2025 EFFECTIVE DATE November 1, 2025

Company: SPOTLIGHT ENERGY, LLC				
Contract No.: 221581-FTSMEP				
Delivery Point(s):				
MDQ				_
Name/Location (Dth) 1/	County/Parish Area	State	PIN	No.
PRIMARY DELIVERY POINT(S):				
1. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	
20,000				
SECONDARY DELIVERY POINT(S):  All secondary delivery points, and the related priorities provisions governing this Agreement.	and volumes, as provid	ded under	the Tariff	
Delivery Pressure, Assumed Atmospheric Pressure  Unless otherwise agreed by contract, gas to be delived account, at the Delivery Point(s) shall be at the pressures to time.2/ The measuring party shall use or cause to be useful corresponding to the elevation at such Delivery Point(s).	available in MEP's pipe	eline facili	ities from t	<u>ime</u>

# EXHIBIT C DATED May 5, 2025 EFFECTIVE November 1, 2025

#### NEGOTIATED RATE AGREEMENT

Company: Spotlight Energy, LLC Contract No.: 221581-FTSMEP

## ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 Negotiated Rate Term: From November 1, 2025 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: \$ 10.48 /Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 10.23 /Dth of MDO 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

20,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:

#### **Part 2.15**

NAME	PIN	Eligible Point (MDQ)
(Dth/day)		
MIDSHIP/MEP BENNINGTON BRYAN	50502	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 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)		
TRNSCO/MEP DEL CHOCTAW	44451	20,000

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.

### <u>ARTICLE 2</u> NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

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.
- Discountable Third Party Surcharges. From time to time, certain reservation 2.2 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. 221751-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED August 19, 2025 UNDER SUBPART G OF PART 284 OF THE FERC'S REGULATIONS

- 1. SHIPPER is: TRAFIGURA TRADING LLC a MARKETER
- 2. MDQ totals: 15,000 Dth per Day.
- 3. TERM: November 1, 2025 through October 31, 2027.

Contractual Rollover Rights. Pursuant to Section 16.3 of the General Terms and Conditions of MEP's FERC Gas Tariff, Shipper shall have the following Contractual Rollover Rights, which rights supersede any otherwise applicable rollover or Right of First Refusal pursuant to such Section:

Shipper shall have the sole right to extend the Term of this Agreement at the Negotiated Monthly Rate of \$21.2917 through October 31, 2029, so long as such right is exercised by written notice delivered to MEP (with email notice being sufficient) no later than July 31, 2027.

<u>4.</u>	Servi	ice will be ON BEHALF OF:	
	X	Shipper or	
		Other: a	
	-		
<u>5.</u>	The U	ULTIMATE END USERS are (check one):	
		customers of the following LDC/pipeline company(ies):	
		customers in these states: ; or	
	X	customers within any state in the continental U.S.	
6.		This Agreement supersedes and cancels a Agreement dated	
		<u> </u>	
		Capacity rights for this Agreement were released from	
	X	[for firm service only] Service and reservation charges commence thelat	<u>ter</u>
<u>of:</u>			
		(a) November 1, 2025, and	
		(b) the date capacity to provide the service hereunder is available on MEP's Sys	tem
		Other:	
<u>7.                                    </u>	SHIP	PPER'S ADDRESSES MEP'S	
<u>AD</u>	DRES	<u>SES</u>	

## <u>Part 2.16</u>

TRAFIGURA TRADING LLC	MIDCONTINENT EXPRESS PIPELINE
LLC	
HOUSTON NAT GAS	ATTENTION: ACCOUNT SERVICES
845 TEXAS AVE., SUITE 3600	1001 LOUISIANA STREET
HOUSTON, TX 77002	SUITE 1000
	HOUSTON, TEXAS 77002
	Payments:
	FOR WIRE TRANSFER:
	MIDCONTINENT EXPRESS PIPELINE
LLC	
	JPMORGAN CHASE NEW YORK, NY
<u>10004</u>	
	ABA # 021 000 021
	ACCOUNT # 216 872 553

Contract No. 221751-FTSMEP

# MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED August 19, 2025 UNDER SUBPART G OF PART 284 OF THE FERC'S REGULATIONS (CON'T)

8.	A	ny or all of the following provisions may be included (where applicable) in the FTS or ITS
	A	greement and/or in any related Negotiated Rate, Negotiated Rate Formula or Discount
	co	ontracts, 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.
	<u>b.</u>	(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.
	<u>d.</u>	(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.
	<u>f.</u>	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. 221751-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED August 19, 2025
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.
- 1. 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.

A ---- - - 1 4 - 1----

- 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.

MIDCONTINENT EXPRESS PIPELINE LLC MEP	TRAFIGURA TRADING LL SHIPPER
<u>/s/:</u>	/s/:
CARL H HAGA 1	<u>James</u>
O'Connor 2 NAME:	NAME:
VP-COMMERCIAL 3	Natural Gas
Scheduler 4 TITLE:	TITLE:
Carl Haga Vice President Commercial	

# EXHIBIT A DATED August 19, 2025 EFFECTIVE DATE November 1, 2025

Company: TRAFIGURA TRADING LLC				
Contract No.: 221751-FTSMEP				
Receipt Point(s):				
MDQ Name/Location (Dth) 1/	County Area	State	PIN	No
PRIMARY RECEIPT POINT(S):				
1. HPL/MEP LAMAR 15,000	LAMAR	TX	44440	
SECONDARY RECEIPT POINT(S):				-
All secondary receipt points, and the related provisions governing this Agreement.	d priorities and volumes, as	s provided ur	nder the Tarif	<u>f</u>
Receipt Pressure, Assumed Atmospheric Pressure	<u>ıre</u>			
Gas to be delivered to MEP at the Receipt System at that point, but shall not in excess of the stated for each Receipt Point in MEP's Catalog used an assumed atmospheric pressure correspondent.	he Maximum Allowable O of Points. The measuring	perating Pre party shall u	ssure (MAOP use or cause to	)
Rates				
The rates shall be the applicable maximum otherwise provided in a separate written agreem or 30 of this Tariff (relating to discounts and to	nent. Such agreement shal	l be consiste		on 34
Fuel Gas and Unaccounted For Gas Percentages	s (%)			
Shipper will be assessed the applicable per for Unaccounted For Gas unless MEP and Ship				l and
1/ (Specify monthly variations if applicable)				

## EXHIBIT B DATED August 19, 2025 EFFECTIVE DATE November 1, 2025

Company: TRAFIGURA TRADING LLC

Contract No.: 221751-FTSMEP

Delivery Point(s):

<u>MDQ</u>

Name/Location County/Parish Area State PIN No.

(Dth) 1/

PRIMARY DELIVERY POINT(S):

1. TRNSCO/MEP DEL CHOCTAW CHOCTAW AL 44451 15,000

### SECONDARY DELIVERY POINT(S):

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

#### Delivery Pressure, Assumed Atmospheric Pressure

Unless otherwise agreed by contract, gas to be delivered by MEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be at the pressures available in MEP's pipeline facilities from time to time.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 August 19, 2025 EFFECTIVE November 1, 2025

#### NEGOTIATED RATE AGREEMENT

Company: Trafigura Trading LLC
Contract No.: 221751-FTSMEP

### ARTICLE 1 NEGOTIATED RATE PARAMETERS

- 1.1 Negotiated Rate Term: From November 1, 2025 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: \$ 11.1021 /Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 11.1021 /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

15,000 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 15,000

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

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.

#### <u>ARTICLE 2</u> NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

- 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.

### Reserved for Future Use

Contract No. 220684-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED November 15, 2023
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1.	SHIPPER is: EXXONMOBIL OIL CORPORATION a PRODUCER
	MDQ totals: 75,000 Dth per Day. (Specify any seasonal and/or variable terms and ntities).
3.	TERM: January 1, 2024 through October 31, 2024.
	[Specify contractual rollover rights or evergreen rights or seasonal or other variable term rights, if any]
4.	Service will be ON BEHALF OF:           _X Shipper or           Other: a
<del>5.</del>	The ULTIMATE END USERS are (check one):
	customers of the following LDC/pipeline company(ies):; or; or; customers within any state in the continental U.S.
	This Agreement supersedes and cancels a Agreement dated  Capacity rights for this Agreement were released from  I for firm service only Service and reservation charges commence the later
	(a) January 1, 2024, and (b) the date capacity to provide the service hereunder is available on MEP's System.  Other:

Contract No. 220684-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED November 15, 2023
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

	UNDER SUBPART G	
	OF THE FERC'S REGULA	ATIONS (CON'T)
7.	SHIPPER'S ADDRESSES	MEP'S
AD	DRESSES	
	EXXONMOBIL OIL CORPORATION	MIDCONTINENT EXPRESS PIPELINE
<del>LLC</del>	Emicinizable of cold didition	MID CONTINUE OF EATTESS THE BEING
	DONALD JACKSON	ATTENTION: ACCOUNT SERVICES
	22777 SPRINGWOODS VILLAGE PARKWAY	1001 LOUISIANA STREET
	SPRING, TX 77389	SUITE 1000
		HOUSTON, TEXAS 77002
		Payments:
		FOR WIRE TRANSFER:
		MIDCONTINENT EXPRESS PIPELINE
<del>LLC</del>		
10001		JPMORGAN CHASE NEW YORK, NY
10004	<del>!</del>	A.D. A. // 021 000 021
	Agreement and/or in any related Negotiated Rate contracts, if any:	e, Negotiated Rate Formula or Discount
_		
_	b. (NEGOTIATED RATE AGREEMENTS ONI Rates. Unless otherwise expressly provided in under a Negotiated Rate Formula shall apply t term of the Agreement notwithstanding any ot rates set forth in MEP's FERC Gas Tariff as m	n this Agreement, the Negotiated Rates or rates to service provided by MEP to Shipper for the therwise applicable maximum or minimum
_	c. (DISCOUNTED RATE AGREEMENTS ON required to refund to Shipper any amounts col rate(s) apply, unless the relevant discounted ra applicable effective maximum rates set forth in FERC from time to time.	lected for service to which the discounted ate billed to Shipper exceeds the corresponding

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.

Contract No. 220684-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED November 15, 2023
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

- 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. 220684-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED November 15, 2023
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

— k.	Effect of Tariff. This Agreement shall at all times be subject to all applicable provisions of MEP's FERC Gas Tariff. In the event of any conflict between this Agreement and the terms of Rate Schedule FTS and ITS, the terms of this Agreement shall govern as to the point of conflict.
<del>1.</del>	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.
ind ap Al RI pa wi	ne above-stated Rate Schedule, as revised from time to time, controls this Agreement and is corporated herein. The attached Exhibits A and B (for firm service only), and C (if plicable), are a part of this Agreement. THIS AGREEMENT SHALL BE CONSTRUED ND GOVERNED BY THE LAWS OF TEXAS, AND NO STATE LAW SHALL APPLY TO EACH A DIFFERENT RESULT. This Agreement states the entire agreement between the rties and no waiver, representation, or agreement shall affect this Agreement unless it is in riting. Shipper shall provide the actual end user purchaser name(s) to MEP if MEP must ovide them to the FERC.
Ą	greed to by:
COR	IDCONTINENT EXPRESS PIPELINE LLC EXXONMOBIL OIL PORATION MEP SHIPPER
<del>/s/</del> <del>/s/</del>	
— <del>N</del> /	CARL H HAGA  Donald Jackson  NAME:  NAME:

	4
TITLE:	TITLE::
——————————————————————————————————————	
Vice President, Commerci	<del>al</del>

# EXHIBIT A DATED November 15, 2023 EFFECTIVE DATE January 1, 2024

Company: EXXONMOBIL OIL CORPORATION				
Contract No.: 220684-FTSMEP				
Receipt Point(s): [FTS Only]				
MDQ Name/Location (Dth) 1/	County Area	<u>State</u>	PIN	No.
PRIMARY RECEIPT POINT(S):				
1. HPL/MEP_LAMAR 75,000	LAMAR	TX	44440	
SECONDARY RECEIPT POINT(S):  All secondary receipt points, and the related priori provisions governing this Agreement.	ties and volumes, as	<del>provided ur</del>	nder the Tarif	f
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 percentage for Unaccounted For Gas unless MEP and Shipper mu				<del>l and</del>

### Midcontinent Express Pipeline LLC Original Volume No. 2

**Part 3.2** 

1/(Specify monthly variations if applicable)

## EXHIBIT B DATED November 15, 2023 EFFECTIVE DATE January 1, 2024

Company: EXXONMOBIL OIL CORPORATION Contract No.: 220684-FTSMEP				
Delivery Point(s): [FTS Only]				
MDQ Name/Location (Dth) 1/	County/Parish Area	<u>State</u>	PIN	- <u>No.</u>
PRIMARY DELIVERY POINT(S):				
1. DESTIN/MEP CLARKE	CLARKE	—MS	44450	
	CHOCTAW	AL	44451	
2/ MEP's obligations hereunder to make firm deliveric delivery point are contingent upon Destin Pipeline Cosaid point of 950 pounds per square inch (psig) or less.  SECONDARY DELIVERY POINT(S):  ———————————————————————————————————	ompany, LLC maintaining	<del>g an oper</del> a	ting pressu	
Delivery Pressure, Assumed Atmospheric Pressure  Unless otherwise agreed by contract, gas to be de account, at the Delivery Point(s) shall be at the pressur to time.2/ The measuring party shall use or cause to be corresponding to the elevation at such Delivery Point(s)	es available in MEP's pipo oused an assumed atmosp	<del>eline facili</del>	ties from ti	me
1/ (Specify monthly variations if applicable) 2/ (Specify different delivery pressure if applicable)				

## EXHIBIT C DATED: November 15, 2023 EFFECTIVE DATE: January 1, 2024

**COMPANY:** ExxonMobil Corporation **CONTRACT:** 220684-FTSMEP

### ARTICLE 1 DISCOUNT PARAMETERS

Discount Term: From January 1, 2024 throug	gh October 31, 2024.	
		20684-FTSMEP , dated
Seventy Five Thousand	(75,000) Dth /day	
Discounted Monthly Base Reservation Rate	<u>e: \$14.60/Dth of MDC</u>	Ą
Discounted Firm Transportation Quantity:		
Seventy Five Thousand	(75,000) Dth /day	
<b>Discounted Primary Receipt Points</b> : 44438		— DISCOUNTED
-NAME HPL/MEP LAMAR	<u>POE</u> <u>PIN</u> 44440	
apply to service provided on a firm basis from	om the following sec	ondary receipt points: All
Discounted Primary Delivery Points:	ΡΩΙ	<u>DISCOUNTED</u> NT
NAME Transco/MEP Choctaw Destin/MEP Clark	PIN 44451 44450	MDQ (Dth/d.) —25,000 —50,000
	Transportation Agreement: Rate Schedule I November 15, 2023, with a Contract MDQ as Seventy Five Thousand  Discounted Monthly Base Reservation Rate  Discounted Firm Transportation Quantity: Seventy Five Thousand  Discounted Primary Receipt Points: 44438  NAME HPL/MEP LAMAR  Discounted Secondary Receipt Points: The apply to service provided on a firm basis fr secondary receipt points located in the zones points in those zones.  Discounted Primary Delivery Points:  NAME Transco/MEP Choetaw	NAME HPL/MEP LAMAR  Discounted Secondary Receipt Points: The Discounted Monthly apply to service provided on a firm basis from the following sec secondary receipt points located in the zones traversed by the prin points in those zones.  Discounted Primary Delivery Points:  POI NAME Transco/MEP Choctaw  PIN 44451

### Midcontinent Express Pipeline LLC Original Volume No. 2

**Part 3.2** 

1.8 <u>Discounted Secondary Delivery Points</u>: 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.

### 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.