

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”).¹ 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.

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

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,² 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

² 18 C.F.R. §§ 154.1 – 154.603 (2024).

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 30th 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

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Term of Contract</u>	<u>Volume (Dth/d)</u>	<u>Reservation Charge(s)</u>	<u>Commodity Charge(s)</u>	<u>Primary Point(s) / PIN No(s).</u>	
						<u>Receipt</u>	<u>Delivery</u>
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/

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

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

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

GENERAL TERMS AND CONDITIONS

38. NON-CONFORMING AGREEMENTS

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

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

38.2 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.

Request Order RO No. 221845-
ROPMEP

PALS REQUEST ORDER FORM
DATED October 21, 2025

Shipper: GUNVOR USA LLC
Loan

Type of Service: Park X

Initiation Point Name(s) and PIN(s): MIDSHIP/MEP BENNINGTON BRYAN/50502 MAQ RO:
150,000 ** (Dth)

Completion Point Name(s) and PIN(s): MIDSHIP/MEP BENNINGTON BRYAN/50502

Term: Start November 1, 2025 End May 31, 2026 PALS Agreement #: 221798-MSTMEP

Schedule:

Date(s) Service to be Provided
(May Reflect a Range of Dates)

Daily Quantity (Dth)
(May Reflect a Range of Volumes)

		Park or Loan Payback		Loan or Park
<u>Delivery</u>	<u>Through</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>
<u>From</u>				
<u>Maximum</u>				
1. 11/1/2025	11/30/2025	0	5,000	
2. 5/1/2026	5/31/2026			0 5,100

Rates: Rates may vary based on volume, time period, etc., as set out in the Service Agreement

Daily PALS Usage Charge:* See schedule below.

This is a negotiated rate pursuant to Section 30 of the GT&C.

<u>From</u>	<u>Through</u>	<u>Rate</u>
11/1/2025	11/28/2025	\$0.00000
11/29/2025	11/29/2025	\$0.07241
11/30/2025	11/30/2025	\$0.30000
12/1/2025	5/31/2026	\$0.00000

Service will be ON BEHALF OF:

 X Shipper or
 Other: _____ a _____

SHIPPER'S CONTACT AND ADDRESS

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

**Part 2.10
Gunvor USA LLC
Version 4.0.0**

GUNVOR USA LLC
GREG HARRINGTON
600 TRAVIS STREET
SUITE 6500
HOUSTON, TX 77002
Phone: 0

Fax: 0

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

*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).

Issued On: October 30, 2025

Effective On: November 1, 2025

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. SHIPPER is: CASTLETON COMMODITIES MERCHANT TRADING L.P. a MARKETER
2. MDQ totals: 25,000 Dth per Day.
3. TERM: November 1, 2025 through March 31, 2026.
4. Service will be ON BEHALF OF:
☒ Shipper or
☐ Other: a _____
5. The ULTIMATE END USERS are (check one):
☐ customers of the following LDC/pipeline company(ies): _____
☐ customers in these states: _____; or
☒ customers within any state in the continental U.S.
6. ☐ This Agreement supersedes and cancels a _____ Agreement dated _____
☐ Capacity rights for this Agreement were released from _____
☒ [for firm service only] Service and reservation charges commence the _____ later
of:
 - (a) November 1, 2025, and
 - (b) the date capacity to provide the service hereunder is available on MEP's System.☐ Other: _____

7. SHIPPER'S ADDRESSES
ADDRESSES

MEP'S

CASTLETON COMMODITIES MERCHANT TRADING L.P.
PIPELINE LLC
MATTHEW MARETT
SERVICES
811 MAIN ST., STE 3500
HOUSTON, TX 77002

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

Payments:
FOR WIRE TRANSFER:

Issued On: October 30, 2025

Effective On: November 1, 2025

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.

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

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
TRADING L.P.
MEP

CASTLETON COMMODITIES MERCHANT
SHIPPER

/s/: _____

CARL H HAGA

Moreno

NAME: _____

VP-COMMERCIAL

TITLE: _____

Carl Haga
Vice President, Commercial

/s/:

Oscar

NAME:

Scheduler

TITLE:

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
(Dth) 1/

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

1. HPL/MEP LAMAR 25,000	LAMAR	TX	44440	
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SECONDARY RECEIPT POINT(S):

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

Receipt Pressure, Assumed Atmospheric Pressure

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

Rates

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

Fuel Gas and Unaccounted For Gas Percentages (%)

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

1/ (Specify monthly variations if applicable)

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

Company: CASTLETON COMMODITIES MERCHANT TRADING L.P.

Contract No.: 221805-FTSMEP

Delivery Point(s):

MDQ

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

PRIMARY DELIVERY POINT(S):

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

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

Delivery Pressure, Assumed Atmospheric Pressure

Unless otherwise agreed by contract, gas to be delivered by MEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be at the pressures available in MEP's pipeline facilities from time to time.^{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 (Dth/day)	PIN	Eligible Point (MDQ)
HPL/MEP LAMAR	44440	25,000

1.5 Eligible Secondary Receipt Points

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

1.6 Eligible Primary Delivery Points:

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

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 MARKETER
2. MDQ totals: 15,000 Dth per Day.
3. TERM: November 1, 2025 through October 31, 2027.
4. Service will be ON BEHALF OF:
☒ Shipper or
☐ Other: a _____
5. The ULTIMATE END USERS are (check one):
☐ customers of the following LDC/pipeline company(ies): _____
☐ customers in these states: _____; or
☒ customers within any state in the continental U.S.
6. ☐ This Agreement supersedes and cancels a _____ Agreement dated _____
☐ Capacity rights for this Agreement were released from _____
☒ [for firm service only] Service and reservation charges commence the _____ later
of:
 - (a) November 1, 2025, and
 - (b) the date capacity to provide the service hereunder is available on MEP's System.☐ Other:

7. SHIPPER'S ADDRESSES
ADDRESSES

LLC
CITIGROUP ENERGY INC.
JAY BLAKE
2700 POST OAK
SUITE 400
HOUSTON, TX 77056

MEP'S

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

Payments:
FOR WIRE TRANSFER:

Issued On: October 30, 2025

Effective On: November 1, 2025

LLC

10004

MIDCONTINENT EXPRESS PIPELINE

JPMORGAN CHASE NEW YORK, NY

ABA # 021 000 021

ACCOUNT # 216 872 553

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

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

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
MEP

CITIGROUP ENERGY INC.
SHIPPER

/s/: _____

/s/:

Reyna
CARL H HAGA

Meco

NAME: _____

VP-COMMERCIAL

scheduler

TITLE: _____

Carl Haga
Vice President, Commercial

NAME:

TITLE:

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

Company: CITIGROUP ENERGY INC.

Contract No.: 221683-FTSMEP

Receipt Point(s):

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

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

Company: CITIGROUP ENERGY INC.

Contract No.: 221683-FTSMEP

Delivery Point(s):

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

1. TRNSCO/MEP DEL CHOCTAW 15,000	CHOCTAW	AL	44451
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SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

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

1/ (Specify monthly variations if applicable)

2/ (Specify different delivery pressure if applicable)

EXHIBIT C
DATED July 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:

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

7. SHIPPER'S ADDRESSES
ADDRESSES

MEP'S

LLC
HARTREE PARTNERS, LP
TONY MUSCARELLO
TWO ALLEN CENTER
1200 SMITH STREET, SUITE 1160
HOUSTON, TX 77002

MIDCONTINENT EXPRESS PIPELINE

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

LLC
10004

Payments:
FOR WIRE TRANSFER:
MIDCONTINENT EXPRESS PIPELINE

JPMORGAN CHASE NEW YORK, NY

ABA # 021 000 021
ACCOUNT # 216 872 553

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

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

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
MEP

HARTREE PARTNERS, LP
SHIPPER

/s/: _____

/s/:

Fadal
CARL H HAGA

Tyler

NAME: _____

VP-COMMERCIAL

TITLE: _____

Carl Haga
Vice President, Commercial

NAME:

Scheduler

TITLE:

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

Company: HARTREE PARTNERS, LP

Contract No.: 221613-FTSMEP

Receipt Point(s):

MDQ
(Dth) 1/

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

1. HPL/MEP LAMAR 30,000	LAMAR	TX	44440	
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SECONDARY RECEIPT POINT(S):

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

Receipt Pressure, Assumed Atmospheric Pressure

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

Rates

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

Fuel Gas and Unaccounted For Gas Percentages (%)

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

1/ (Specify monthly variations if applicable)

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

Company: HARTREE PARTNERS, LP

Contract No.: 221613-FTSMEP

Delivery Point(s):

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

1. TRNSCO/MEP DEL CHOCTAW 30,000	CHOCTAW	AL	44451
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SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

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

1/ (Specify monthly variations if applicable)

2/ (Specify different delivery pressure if applicable)

EXHIBIT C
DATED May 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 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

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

1.4 Eligible Primary Receipt Points:

NAME (Dth/day)	PIN	Eligible Point (MDQ)
HPL/MEP LAMAR	44440	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 (MDQ) (Dth/day)	PIN	Eligible Point
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.

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 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 OTHER
2. MDQ totals: 5,000 Dth per Day.
3. TERM: November 1, 2025 through October 31, 2027.
4. Service will be ON BEHALF OF:
☒ Shipper or
☐ Other: a _____
5. The ULTIMATE END USERS are (check one):
☐ Customers of the following LDC/pipeline company(ies): _____
☐ Customers in these states: _____; or
☒ customers within any state in the continental U.S.
6. ☐ This Agreement supersedes and cancels an _____ Agreement dated _____
_____ Capacity rights for this Agreement were released from _____
☒ [for firm service only] Service and reservation charges commence the _____ later
of:
 - (a) November 1, 2025, and
 - (b) The date capacity to provide the service hereunder is available on MEP's
System.
☐ Other:

7. SHIPPER'S ADDRESSES
ADDRESSES

JPMORGAN CHASE BANK, N.A.
LLC
SHAUN KARIMULLAH
4 METRO TECH CENTER
BROOKLYN, NY 11201

MEP'S

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

Payments:

Issued On: October 30, 2025

Effective On: November 1, 2025

LLC
10004

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:

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.

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

Agreed to by:

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

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
NAME: _____

James
NAME:

VP-COMMERCIAL
President
TITLE: _____

Vice
TITLE:

Carl Haga
Vice President, Commercial

Issued On: October 30, 2025

Effective On: November 1, 2025

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

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

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

PRIMARY DELIVERY POINT(S):

1. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	5,000
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SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

Unless otherwise agreed by contract, gas to be delivered by MEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be at the pressures available in MEP's pipeline facilities from time to time.^{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 (Dth/day)	PIN	Eligible Point (MDQ)
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HPL/MEP LAMAR	44440	5,000
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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)
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.

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 OF:
☒ Shipper or
☐ Other: a _____
5. The ULTIMATE END USERS are (check one):
☐ customers of the following LDC/pipeline company(ies): _____
☐ customers in these states: _____; or
☒ customers within any state in the continental U.S.
6. _____ This Agreement supersedes and cancels a _____ Agreement dated _____
_____ Capacity rights for this Agreement were released from _____
☒ [for firm service only] Service and reservation charges commence the _____ later
of:

(a) November 1, 2025, and
(b) the date capacity to provide the service hereunder is available on MEP's System.
_____ Other:

7. SHIPPER'S ADDRESSES
ADDRESSES

MEP'S

Issued On: October 30, 2025

Effective On: November 1, 2025

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.

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

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
MEP

SPOTLIGHT ENERGY, LLC
SHIPPER

/s/: _____

/s/:

CARL H HAGA
Harris

Caitlin

NAME: _____

VP-COMMERCIAL

TITLE: _____

Carl Haga
Vice President, Commercial

NAME:

TITLE:

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

Company: SPOTLIGHT ENERGY, LLC

Contract No.: 221581-FTSMEP

Receipt Point(s):

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

1.	MIDSHIP/MEP BENNINGTON BRYAN 20,000	BRYAN	OK	50502	
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SECONDARY RECEIPT POINT(S):

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

Receipt Pressure, Assumed Atmospheric Pressure

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

Rates

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

Fuel Gas and Unaccounted For Gas Percentages (%)

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

1/ (Specify monthly variations if applicable)

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

Company: SPOTLIGHT ENERGY, LLC

Contract No.: 221581-FTSMEP

Delivery Point(s):

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

1. TRNSCO/MEP DEL CHOCTAW 20,000	CHOCTAW	AL	44451
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SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

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

1/ (Specify monthly variations if applicable)

2/ (Specify different delivery pressure if applicable)

EXHIBIT C
DATED May 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 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

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

1.4 Eligible Primary Receipt Points:

NAME (Dth/day)	PIN	Eligible Point (MDQ)
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MIDSHIP/MEP BENNINGTON BRYAN	50502	20,000
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1.5 Eligible Secondary Receipt Points

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

1.6 Eligible Primary Delivery Points:

NAME (MDQ) (Dth/day)	PIN	Eligible Point
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TRNSCO/MEP DEL CHOCTAW	44451	20,000
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1.7 Eligible Secondary Delivery Points. The Negotiated Rates for capacity in Zone 1 and Zone 2 shall apply to service provided on a firm basis to all secondary delivery points within the zones of the primary path utilized in Zone 1 and Zone 2 including pooling points in those zones.

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

2.1 General Negotiated Rate Limitations. The Negotiated Rates for Zone 1 and Zone 2: (i) service provided to Shipper by MEP from the Eligible Receipt Points to the Eligible Delivery Points during the Negotiated Rate Term; and (ii) an aggregate maximum daily firm transportation quantity equal to the Eligible Firm Transportation Quantity set forth in Article 1.3 above, for all quantities transported on a firm basis under the Transportation Agreement. For any aggregate quantities transported on a firm basis on any day for Shipper which: (i) are in excess of the applicable Eligible Firm Transportation Quantity; or (ii) involve any receipt or delivery points which are not Eligible Receipt or Delivery Points, Shipper shall be charged the greater of: (a) the 100% load factor daily rate equivalent of the Shipper's applicable Negotiated Rates for Zone 1, Zone 2; and (b) the 100% load factor daily rate equivalent of the applicable maximum base

reservation and base commodity rates set forth in MEP's Tariff, as well as all applicable additional rates, charges and surcharges described in Article 2.2 below.

- 2.2 Discountable Third Party Surcharges. From time to time, certain reservation and/or commodity surcharges may be approved by the FERC for inclusion in MEP's FERC Gas Tariff which MEP is: (i) required to collect from Shipper and remit to the FERC or to another third party; and (ii) permitted to discount the amount of such surcharge from the applicable maximum rate set forth in MEP's FERC Gas Tariff ("Discountable Third Party Surcharges"). MEP shall discount any particular Discountable Third Party Surcharge to the maximum extent permitted under the provisions of MEP's FERC Gas Tariff. Shipper shall only be responsible for payment to MEP of any portion of such Discountable Third Party Surcharge which MEP is not permitted to discount and for which MEP bills Shipper. There are no applicable Discountable Third Party Surcharges; provided, however, to the extent any Discountable Third Party Surcharge is approved by the FERC for inclusion in MEP Tariff during the term hereof, MEP shall discount such Discountable Third Party Surcharge(s) to the maximum extent permitted under the provisions of its FERC Gas Tariff but not below the amount of such Discountable Third Party Surcharge(s) that MEP is required to remit. Accordingly, Shipper shall be responsible for and pay to MEP the amount attributable to such Discountable Third Party Surcharge(s) which MEP is responsible for paying and remitting to the FERC and/or third party.
- 2.3 Additional Rates, Charges, and Surcharges. In addition to Negotiated Rates for Zone 1 and Zone 2 set forth in this Exhibit C, and unless otherwise expressly provided herein, Shipper shall also pay MEP all other applicable maximum rates, charges, surcharges, and penalties of any nature set forth in MEP's Tariff, including without limitation all applicable (i) Fuel, booster fuel, and Gas Lost and Unaccounted For charges; (ii) authorized and unauthorized overrun charges; (iii) reservation surcharges; (iv) commodity charges and surcharges; and (v) ACA surcharges

Contract No. 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. Service will be ON BEHALF OF:

☒ Shipper or
☐ Other: a _____

5. The ULTIMATE END USERS are (check one):

☐ customers of the following LDC/pipeline company(ies): _____
☐ customers in these states: _____; or
☒ customers within any state in the continental U.S.

6. ☐ This Agreement supersedes and cancels a _____ Agreement dated _____

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

(a) November 1, 2025, and

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

☐ Other:

7. SHIPPER'S ADDRESSES
ADDRESSES

MEP'S

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

Part 2.16
Trafigura Trading LLC
Version 0.0.0

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

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

Issued On: October 30, 2025

Effective On: November 1, 2025

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.
- l. **GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.**

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

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
MEP

TRAFIGURA TRADING LLC
SHIPPER

/s/: _____

/s/:

CARL H HAGA

James

O'Connor

NAME: _____

NAME:

VP-COMMERCIAL

Natural Gas

Scheduler

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

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

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

Company: TRAFIGURA TRADING LLC

Contract No.: 221751-FTSMEP

Delivery Point(s):

MDQ

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

PRIMARY DELIVERY POINT(S):

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

HPL/MEP LAMAR	44440	15,000
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1.5 Eligible Secondary Receipt Points

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

1.6 Eligible Primary Delivery Points:

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

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

STATEMENT OF NEGOTIATED RATE TRANSACTIONS
PURSUANT TO SECTION 30

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Term of Contract</u>	<u>Volume (Dth/d)</u>	<u>Reservation Charge(s)</u>	<u>Commodity Charge(s)</u>	<u>Primary Point(s) / PIN No(s).</u>	
						<u>Receipt</u>	<u>Delivery</u>
<u>Castleton Commodities Merchant Trading L.P. 1/</u>	<u>FTS</u>	<u>11/1/2025 through 3/31/2026</u>	<u>25,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
<u>CitiGroup Energy Inc. 1/</u>	<u>FTS</u>	<u>11/1/2025 through 10/31/2027</u>	<u>15,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
<u>Gunvor USA LLC 1/</u>	<u>PALS</u>	<u>11/1/2025 through 5/31/2026</u>	<u>5,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
<u>Hartree Partners, LP 1/</u>	<u>FTS</u>	<u>11/1/2025 through 10/31/2027</u>	<u>30,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
<u>JPMorgan Chase Bank, N.A. 1/</u>	<u>FTS</u>	<u>11/1/2025 through 10/31/2027</u>	<u>5,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
<u>Spotlight Energy, LLC 1/</u>	<u>FTS</u>	<u>11/1/2025 through 10/31/2027</u>	<u>20,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
<u>Trafigura Trading LLC 1/</u>	<u>FTS</u>	<u>11/1/2025 through 10/31/2027</u>	<u>15,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>

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

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

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

~~Reserved for Future Use~~

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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.

Request Order RO No. 221845-
ROPMEP

PALS REQUEST ORDER FORM
DATED October 21, 2025

Shipper: GUNVOR USA LLC Type of Service: Park X
Loan .
Initiation Point Name(s) and PIN(s): MIDSHIP/MEP BENNINGTON BRYAN/50502 MAQ RO:
150,000 ** (Dth)
Completion Point Name(s) and PIN(s): MIDSHIP/MEP BENNINGTON BRYAN/50502
Term: Start November 1, 2025 End May 31, 2026 PALS Agreement #:
221798-MSTMEP .

Schedule:

Date(s) Service to be Provided Daily Quantity (Dth)
(May Reflect a Range of Dates) (May Reflect a Range of Volumes)

:
Park or Loan Payback Loan or Park
Delivery
From Through Minimum Maximum Minimum
Maximum

1. 11/1/2025	11/30/2025	0	5,000	
2. 5/1/2026	5/31/2026			0 5,100

Rates: Rates may vary based on volume, time period, etc., as set out in the Service Agreement

Daily PALS Usage Charge:* See schedule below.
This is a negotiated rate pursuant to Section 30 of the GT&C.

From	Through	Rate
11/1/2025	11/28/2025	\$0.00000
11/29/2025	11/29/2025	\$0.07241
11/30/2025	11/30/2025	\$0.30000
12/1/2025	5/31/2026	\$0.00000

Service will be ON BEHALF OF:

X Shipper or
Other: a

GUNVOR USA LLC
GREG HARRINGTON
600 TRAVIS STREET
SUITE 6500
HOUSTON, TX 77002

Other Conditions (if any):

Not Applicable

GUNVOR USA LLC

1	2
NAME: _____	NAME: _____

3	4
TITLE:	TITLE:

Carl Haga
Vice President, Commercial

*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).

~~Reserved for Future Use~~

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. SHIPPER is: CASTLETON COMMODITIES MERCHANT TRADING L.P. a
MARKETER

2. MDQ totals: 25,000 Dth per Day.

3. TERM: November 1, 2025 through March 31, 2026.

4. Service will be ON BEHALF OF:

☒ Shipper or
☐ Other: a _____

5. The ULTIMATE END USERS are (check one):

☐ customers of the following LDC/pipeline company(ies): _____
☐ customers in these states: _____; or
☒ customers within any state in the continental U.S.

6. _____ This Agreement supersedes and cancels a _____ Agreement dated _____

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

_____ (a) November 1, 2025, and
_____ (b) the date capacity to provide the service hereunder is available on MEP's System.
_____ Other:

7. SHIPPER'S ADDRESSES _____ MEP'S
ADDRESSES

CASTLETON COMMODITIES MERCHANT TRADING L.P.	MIDCONTINENT EXPRESS
PIPELINE LLC	
MATTHEW MARETT	ATTENTION: ACCOUNT
SERVICES	
811 MAIN ST., STE 3500	1001 LOUISIANA STREET
HOUSTON, TX 77002	SUITE 1000
	HOUSTON, TEXAS 77002

Payments:
FOR WIRE TRANSFER:

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

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)

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

Agreed to by:

<u>MIDCONTINENT EXPRESS PIPELINE LLC</u>	<u>CASTLETON COMMODITIES MERCHANT</u>
<u>TRADING L.P.</u>	
<u>MEP</u>	<u>SHIPPER</u>

/s/: _____ /s/: _____

_____ *CARL H HAGA 1* _____ *Oscar*

Moreno 2

NAME: _____ NAME: _____

_____ *VP-COMMERCIAL 3* _____ *Scheduler*

4

TITLE: _____ TITLE: _____

_____ *Carl Haga*
_____ *Vice President, Commercial*

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):

1.	HPL/MEP 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.

1/ (Specify monthly variations if applicable)

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
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SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

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

1/ (Specify monthly variations if applicable)

2/ (Specify different delivery pressure if applicable)

EXHIBIT C
DATED 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:

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

1.5 Eligible Secondary Receipt Points

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

1.6 Eligible Primary Delivery Points:

<u>NAME</u> <u>(MDQ) (Dth/day)</u>	<u>PIN</u>	<u>Eligible Point</u>
<u>SNG/MEP SMITH</u>	<u>44451</u>	<u>25,000</u>

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

2.1 General Negotiated Rate Limitations. The Negotiated Rates for Zone 1 and Zone 2: (i) service provided to Shipper by MEP from the Eligible Receipt Points to the Eligible Delivery Points during the Negotiated Rate Term; and (ii) an aggregate maximum daily firm transportation quantity equal to the Eligible Firm Transportation Quantity set forth in Article 1.3 above, for all quantities transported on a firm basis under the Transportation Agreement. For any aggregate quantities transported on a firm basis on any day for Shipper which: (i) are in excess of the applicable Eligible Firm Transportation Quantity; or (ii) involve any receipt or delivery points which are not Eligible Receipt or Delivery Points, Shipper shall be charged the greater of: (a) the 100% load factor daily rate equivalent of the Shipper's applicable Negotiated Rates for Zone 1, Zone 2; and (b) the 100% load factor daily rate equivalent of the applicable maximum base reservation and base commodity rates set forth in MEP's Tariff, as well as all applicable additional rates, charges and surcharges described in Article 2.2 below.

2.2 Discountable Third Party Surcharges. From time to time, certain reservation and/or commodity surcharges may be approved by the FERC for inclusion in MEP's FERC Gas Tariff which MEP is: (i) required to collect from Shipper and remit to the FERC or to another third party; and (ii) permitted to discount the amount of such surcharge from the applicable maximum rate set forth in MEP's FERC Gas Tariff ("Discountable Third Party Surcharges"). MEP shall discount any particular Discountable Third Party Surcharge to the maximum extent

permitted under the provisions of MEP's FERC Gas Tariff. Shipper shall only be responsible for payment to MEP of any portion of such Discountable Third Party Surcharge which MEP is not permitted to discount and for which MEP bills Shipper. There are no applicable Discountable Third Party Surcharges; provided, however, to the extent any Discountable Third Party Surcharge is approved by the FERC for inclusion in MEP Tariff during the term hereof, MEP shall discount such Discountable Third Party Surcharge(s) to the maximum extent permitted under the provisions of its FERC Gas Tariff but not below the amount of such Discountable Third Party Surcharge(s) that MEP is required to remit. Accordingly, Shipper shall be responsible for and pay to MEP the amount attributable to such Discountable Third Party Surcharge(s) which MEP is responsible for paying and remitting to the FERC and/or third party.

- 2.3 Additional Rates, Charges, and Surcharges. In addition to Negotiated Rates for Zone 1 and Zone 2 set forth in this Exhibit C, and unless otherwise expressly provided herein, Shipper shall also pay MEP all other applicable maximum rates, charges, surcharges, and penalties of any nature set forth in MEP's Tariff, including without limitation all applicable (i) Fuel, booster fuel, and Gas Lost and Unaccounted For charges; (ii) authorized and unauthorized overrun charges; (iii) reservation surcharges; (iv) commodity charges and surcharges; and (v) ACA surcharges.

Contract No. 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 MARKETER
2. MDQ totals: 15,000 Dth per Day.
3. TERM: November 1, 2025 through October 31, 2027.
4. Service will be ON BEHALF OF:
☒ Shipper or
Other: a _____
5. The ULTIMATE END USERS are (check one):
_____ customers of the following LDC/pipeline company(ies): _____
_____ customers in these states: _____; or
☒ customers within any state in the continental U.S.
6. _____ This Agreement supersedes and cancels a _____ Agreement dated _____
_____ Capacity rights for this Agreement were released from _____
☒ [for firm service only] Service and reservation charges commence the _____ later
of:

_____ (a) November 1, 2025, and
_____ (b) the date capacity to provide the service hereunder is available on MEP's System.
Other: _____

7. SHIPPER'S ADDRESSES _____ MEP'S
ADDRESSES

CITIGROUP ENERGY INC.	MIDCONTINENT EXPRESS PIPELINE
LLC	
JAY BLAKE	ATTENTION: ACCOUNT SERVICES
2700 POST OAK	1001 LOUISIANA STREET
SUITE 400	SUITE 1000
HOUSTON, TX 77056	HOUSTON, TEXAS 77002
_____	Payments:
_____	FOR WIRE TRANSFER:

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

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
MEP

CITIGROUP ENERGY INC.
SHIPPER

/s/: _____

/s/:

Reyna 2
CARL H HAGA 1

Meco

NAME: _____ NAME: _____

_____ VP-COMMERCIAL 3 _____

scheduler 4

TITLE: _____ TITLE: _____

_____ Carl Haga
_____ Vice President, Commercial

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	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)

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

Company: CITIGROUP ENERGY INC.

Contract No.: 221683-FTSMEP

Delivery Point(s):

MDQ

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

PRIMARY DELIVERY POINT(S):

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

SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

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

1/ (Specify monthly variations if applicable)

2/ (Specify different delivery pressure if applicable)

EXHIBIT C
DATED 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:

NAME (Dth/day)	PIN	Eligible Point (MDQ)
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HPL/MEP LAMAR	44440	15,000
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1.5 Eligible Secondary Receipt Points

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

1.6 Eligible Primary Delivery Points:

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

TRNSCO/MEP DEL CHOCTAW	44451	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 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. Service will be ON BEHALF OF:

X Shipper or
Other: a

5. The ULTIMATE END USERS are (check one):

_____ customers of the following LDC/pipeline company(ies): _____
_____ customers in these states: _____; or
X customers within any state in the continental U.S.

6. _____ This Agreement supersedes and cancels a _____ Agreement dated _____

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

_____ (a) November 1, 2025, and
_____ (b) the date capacity to provide the service hereunder is available on MEP's System.
_____ Other:

7. SHIPPER'S ADDRESSES	MEP'S
ADDRESSES	
HARTREE PARTNERS, LP	MIDCONTINENT EXPRESS PIPELINE
LLC	
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	
	JPMORGAN CHASE NEW YORK, NY
10004	
	ABA # 021 000 021
	ACCOUNT # 216 872 553

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

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

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
MEP

HARTREE PARTNERS, LP
SHIPPER

/s/: _____

/s/:

Fadal 2
CARL H HAGA 1

Tyler

NAME: _____ NAME: _____

_____ VP-COMMERCIAL 3 _____ *Scheduler*

4

TITLE: _____ TITLE: _____

_____ Carl Haga
_____ Vice President, Commercial

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	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

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

PRIMARY DELIVERY POINT(S):

<u>1. TRNSCO/MEP DEL CHOCTAW</u>	<u>CHOCTAW</u>	<u>AL</u>	<u>44451</u>	
<u>30,000</u>				

SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

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

1/ (Specify monthly variations if applicable)

2/ (Specify different delivery pressure if applicable)

EXHIBIT C
DATED May 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 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

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

1.4 Eligible Primary Receipt Points:

<u>NAME</u> <u>(Dth/day)</u>	<u>PIN</u>	<u>Eligible Point (MDQ)</u>
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HPL/MEP LAMAR	44440	30,000
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1.5 Eligible Secondary Receipt Points

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

1.6 Eligible Primary Delivery Points:

<u>NAME</u> <u>(MDQ) (Dth/day)</u>	<u>PIN</u>	<u>Eligible Point</u>
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TRNSCO/MEP DEL CHOCTAW	44451	30,000
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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 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 OTHER
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 company(ies): _____
_____ Customers in these states: _____; or
 X customers within any state in the continental U.S.
6. _____ This Agreement supersedes and cancels an _____ Agreement dated _____
_____ 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 MEP's
System.
_____ Other:

7. SHIPPER'S ADDRESSES MEP'S
ADDRESSES

<u>JPMORGAN CHASE BANK, N.A.</u>	<u>MIDCONTINENT EXPRESS PIPELINE</u>
<u>LLC</u>	
<u>SHAUN KARIMULLAH</u>	<u>ATTENTION: ACCOUNT SERVICES</u>
<u>4 METRO TECH CENTER</u>	<u>1001 LOUISIANA STREET</u>
<u>BROOKLYN, NY 11201</u>	<u>SUITE 1000</u>
	<u>HOUSTON, TEXAS 77002</u>
	<u>Payments:</u>

	FOR WIRE TRANSFER:
	MIDCONTINENT EXPRESS PIPELINE
<u>LLC</u>	
	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)

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

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC

JPMORGAN CHASE BANK, N.A.

MEP

SHIPPER

/s/: _____

/s/: _____

CARL H HAGA 1

James

Caperton 2

NAME: _____

NAME: _____

VP-COMMERCIAL 3

Vice

President 4

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	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)

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

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

PRIMARY DELIVERY POINT(S):

<u>1. TRNSCO/MEP DEL CHOCTAW</u>	<u>CHOCTAW</u>	<u>AL</u>	<u>44451</u>	<u>5,000</u>
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SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

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

1/ (Specify monthly variations if applicable)

2/ (Specify different delivery pressure if applicable)

EXHIBIT C
DATED 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:

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

HPL/MEP LAMAR	44440	5,000
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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)
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.

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 OF:

 X Shipper or
 Other: a _____

5. The ULTIMATE END USERS are (check one):

_____ customers of the following LDC/pipeline company(ies): _____
_____ customers in these states: _____; or
 X customers within any state in the continental U.S.

6. _____ This Agreement supersedes and cancels a _____ Agreement dated _____

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

_____ (a) November 1, 2025, and
_____ (b) the date capacity to provide the service hereunder is available on MEP's System.
_____ Other: _____

7. SHIPPER'S ADDRESSES _____ MEP'S
ADDRESSES

<u>SPOTLIGHT ENERGY, LLC</u>	<u>MIDCONTINENT EXPRESS PIPELINE</u>
<u>LLC</u>	
<u>LANDON WALKER</u>	<u>ATTENTION: ACCOUNT SERVICES</u>
<u>950 ECHO LANE</u>	<u>1001 LOUISIANA STREET</u>
<u>SUITE 125</u>	<u>SUITE 1000</u>
<u>HOUSTON, TX 77024</u>	<u>HOUSTON, TEXAS 77002</u>
	<u>Payments:</u>
	<u>FOR WIRE TRANSFER:</u>
	<u>MIDCONTINENT EXPRESS PIPELINE</u>
<u>LLC</u>	
	<u>JPMORGAN CHASE NEW YORK, NY</u>
<u>10004</u>	
	<u>ABA # 021 000 021</u>
	<u>ACCOUNT # 216 872 553</u>

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

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
MEP

SPOTLIGHT ENERGY, LLC
SHIPPER

/s/: _____

/s/:

Harris 2
CARL H HAGA 1

Caitlin

NAME: _____ NAME: _____

VP-COMMERCIAL 3 4

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	County Area	State	PIN	No.
(Dth) 1/				

PRIMARY RECEIPT POINT(S):

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

SECONDARY RECEIPT POINT(S):

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

Receipt Pressure, Assumed Atmospheric Pressure

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

Rates

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

Fuel Gas and Unaccounted For Gas Percentages (%)

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

1/ (Specify monthly variations if applicable)

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

Company: SPOTLIGHT ENERGY, LLC

Contract No.: 221581-FTSMEP

Delivery Point(s):

MDQ

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

PRIMARY DELIVERY POINT(S):

<u>1. TRNSCO/MEP DEL CHOCTAW</u>	<u>CHOCTAW</u>	<u>AL</u>	<u>44451</u>	
<u>20,000</u>				

SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

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

1/ (Specify monthly variations if applicable)

2/ (Specify different delivery pressure if applicable)

EXHIBIT C
DATED May 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 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

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

1.4 Eligible Primary Receipt Points:

<u>NAME</u> <u>(Dth/day)</u>	<u>PIN</u>	<u>Eligible Point (MDQ)</u>
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MIDSHIP/MEP BENNINGTON BRYAN	50502	20,000
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1.5 Eligible Secondary Receipt Points

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

1.6 Eligible Primary Delivery Points:

<u>NAME</u> <u>(MDQ) (Dth/day)</u>	<u>PIN</u>	<u>Eligible Point</u>
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TRNSCO/MEP DEL CHOCTAW	44451	20,000
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1.7 Eligible Secondary Delivery Points. The Negotiated Rates for capacity in Zone 1 and Zone 2 shall apply to service provided on a firm basis to all secondary delivery points within the zones of the primary path utilized in Zone 1 and Zone 2 including pooling points in those zones.

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

2.1 General Negotiated Rate Limitations. The Negotiated Rates for Zone 1 and Zone 2: (i) service provided to Shipper by MEP from the Eligible Receipt Points to the Eligible Delivery Points during the Negotiated Rate Term; and (ii) an aggregate maximum daily firm transportation quantity equal to the Eligible Firm Transportation Quantity set forth in Article 1.3 above, for all quantities transported on a firm basis under the Transportation Agreement. For any aggregate quantities transported on a firm basis on any day for Shipper which: (i) are in excess of the applicable Eligible Firm Transportation Quantity; or (ii) involve any receipt or delivery points which are not Eligible Receipt or Delivery Points, Shipper shall be charged the greater of: (a) the 100% load factor daily rate equivalent of the Shipper's applicable Negotiated Rates for Zone 1, Zone 2; and (b) the 100% load factor daily rate equivalent of the applicable maximum base

reservation and base commodity rates set forth in MEP's Tariff, as well as all applicable additional rates, charges and surcharges described in Article 2.2 below.

2.2 Discountable Third Party Surcharges. From time to time, certain reservation and/or commodity surcharges may be approved by the FERC for inclusion in MEP's FERC Gas Tariff which MEP is: (i) required to collect from Shipper and remit to the FERC or to another third party; and (ii) permitted to discount the amount of such surcharge from the applicable maximum rate set forth in MEP's FERC Gas Tariff ("Discountable Third Party Surcharges"). MEP shall discount any particular Discountable Third Party Surcharge to the maximum extent permitted under the provisions of MEP's FERC Gas Tariff. Shipper shall only be responsible for payment to MEP of any portion of such Discountable Third Party Surcharge which MEP is not permitted to discount and for which MEP bills Shipper. There are no applicable Discountable Third Party Surcharges; provided, however, to the extent any Discountable Third Party Surcharge is approved by the FERC for inclusion in MEP Tariff during the term hereof, MEP shall discount such Discountable Third Party Surcharge(s) to the maximum extent permitted under the provisions of its FERC Gas Tariff but not below the amount of such Discountable Third Party Surcharge(s) that MEP is required to remit. Accordingly, Shipper shall be responsible for and pay to MEP the amount attributable to such Discountable Third Party Surcharge(s) which MEP is responsible for paying and remitting to the FERC and/or third party.

2.3 Additional Rates, Charges, and Surcharges. In addition to Negotiated Rates for Zone 1 and Zone 2 set forth in this Exhibit C, and unless otherwise expressly provided herein, Shipper shall also pay MEP all other applicable maximum rates, charges, surcharges, and penalties of any nature set forth in MEP's Tariff, including without limitation all applicable (i) Fuel, booster fuel, and Gas Lost and Unaccounted For charges; (ii) authorized and unauthorized overrun charges; (iii) reservation surcharges; (iv) commodity charges and surcharges; and (v) ACA surcharges

Contract No. 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. Service will be ON BEHALF OF:

X Shipper or
Other: a _____

5. The ULTIMATE END USERS are (check one):

_____ customers of the following LDC/pipeline company(ies): _____
_____ customers in these states: _____; or
X customers within any state in the continental U.S.

6. _____ This Agreement supersedes and cancels a _____ Agreement dated

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

_____ (a) November 1, 2025, and
_____ (b) the date capacity to provide the service hereunder is available on MEP's System.
Other: _____

7. SHIPPER'S ADDRESSES _____ MEP'S
ADDRESSES

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

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.

l. GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.

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

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
MEP

TRAFIGURA TRADING LLC
SHIPPER

/s/: _____ /s/: _____

CARL H HAGA 1 James
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	County Area	State	PIN	No.
<u>(Dth) 1/</u>				

PRIMARY RECEIPT POINT(S):

1.	HPL/MEP LAMAR	LAMAR	TX	44440
<u>15,000</u>				

SECONDARY RECEIPT POINT(S):

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

Receipt Pressure, Assumed Atmospheric Pressure

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

Rates

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

Fuel Gas and Unaccounted For Gas Percentages (%)

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

1/ (Specify monthly variations if applicable)

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

Company: TRAFIGURA TRADING LLC

Contract No.: 221751-FTSMEP

Delivery Point(s):

MDQ

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

PRIMARY DELIVERY POINT(S):

<u>1. TRNSCO/MEP DEL CHOCTAW</u>	<u>CHOCTAW</u>	<u>AL</u>	<u>44451</u>	<u>15,000</u>
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SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

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

1/ (Specify monthly variations if applicable)

2/ (Specify different delivery pressure if applicable)

EXHIBIT C
DATED 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:

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

HPL/MEP LAMAR	44440	15,000
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1.5 Eligible Secondary Receipt Points

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

1.6 Eligible Primary Delivery Points:

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

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~~

2. ~~MDQ totals: 75,000 Dth per Day. (Specify any seasonal and/or variable terms and quantities).~~

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:~~

~~☒ Shipper or
☐ Other: a _____~~

5. ~~The ULTIMATE END USERS are (check one):~~

~~_____ customers of the following LDC/pipeline company(ies): _____
_____ customers in these states: _____; or
☒ customers within any state in the continental U.S.~~

6. ~~_____ This Agreement supersedes and cancels a Agreement dated _____~~

~~_____ Capacity rights for this Agreement were released from _____~~

~~☒ [for firm service only] Service and reservation charges commence the _____ later of:~~

~~_____ (a) 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)~~

~~7. SHIPPER'S ADDRESSES _____ MEP'S
ADDRESSES~~

~~_____ EXXONMOBIL OIL CORPORATION _____ MIDCONTINENT EXPRESS PIPELINE
LLC
_____ 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
LLC
_____ JPMORGAN CHASE NEW YORK, NY
10004
_____ ABA # 021-000-021
_____ ACCOUNT # 216-872-553~~

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

- ~~_____ a. (DISCOUNTED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Notwithstanding any other provision of this Agreement, in no event shall a discounted rate billed by MEP be less than the applicable minimum rate or more than the applicable maximum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.~~
- ~~_____ b. (NEGOTIATED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Unless otherwise expressly provided in this Agreement, the Negotiated Rates or rates under a Negotiated Rate Formula shall apply to service provided by MEP to Shipper for the term of the Agreement notwithstanding any otherwise applicable maximum or minimum rates set forth in MEP's FERC Gas Tariff as may be revised from time to time.~~
- ~~_____ c. (DISCOUNTED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the discounted rate(s) apply, unless the relevant discounted rate billed to Shipper exceeds the corresponding applicable effective maximum rates set forth in MEP's FERC Gas Tariff, as approved by the FERC from time to time.~~

- ~~—d. (NEGOTIATED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the Negotiated Rates or rates under a Negotiated Rate Formula apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.~~

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

Agreed to by:

—MIDCONTINENT EXPRESS PIPELINE LLC — EXXONMOBIL OIL
CORPORATION
—MEP — SHIPPER

/s/: _____
/s/: _____

—CARL H HAGA — Donald Jackson
NAME: _____ NAME: _____

VP-COMMERCIAL_____
4
TITLE: _____TITLE: :

Carl Haga

Vice President, Commercial

~~DATED November 15, 2023~~
~~EFFECTIVE DATE January 1, 2024~~

~~Receipt Point(s):~~
~~[FTS Only]~~

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

1.	HPL/MEP LAMAR	LAMAR	TX	44440
75,000				

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

~~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).~~

~~—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).—~~

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

~~1/(Specify monthly variations if applicable)~~

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

Company: ~~EXXONMOBIL OIL CORPORATION~~
Contract No.: ~~220684-FTSMEP~~

Delivery Point(s):
[FTS Only]

MDQ

Name/Location _____ County/Parish Area _____ State _____ PIN _____ No.
(Dth) 1/

PRIMARY DELIVERY POINT(S):

1. ~~DESTIN/MEP CLARKE~~ _____ ~~CLARKE~~ _____ ~~MS~~ _____ ~~44450~~
~~—50,000~~
2. ~~TRNSCO/MEP DEL CHOCTAW~~ _____ ~~CHOCTAW~~ _____ ~~AL~~ _____ ~~44451~~
~~—25,000~~

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

SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

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

1/ (Specify monthly variations if applicable)

2/ (Specify different delivery pressure if applicable)

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

COMPANY: ExxonMobil Corporation
CONTRACT: 220684-FTSMEP

ARTICLE 4
DISCOUNT PARAMETERS

- 1.1 — Discount Term:** From January 1, 2024 through October 31, 2024.
- 1.2 — Transportation Agreement:** Rate Schedule FTS, Agreement No. 220684-FTSMEP, dated November 15, 2023, with a Contract MDQ as follows:
- Seventy Five Thousand (75,000) Dth /day
- 1.3 — Discounted Monthly Base Reservation Rate:** \$14.60/Dth of MDQ
- 1.4 — Discounted Firm Transportation Quantity:**
- Seventy Five Thousand (75,000) Dth /day
- 1.5 — Discounted Primary Receipt Points:** 44438
- | <u>NAME</u> | <u>PIN</u> | <u>DISCOUNTED POINT</u>
<u>MDQ (Dth/d.)</u> |
|---------------|------------|--|
| HPL/MEP LAMAR | 44440 | 75,000 |
- 1.6 — Discounted Secondary Receipt Points:** The Discounted Monthly Base Reservation Rate shall apply to service provided on a firm basis from the following secondary receipt points: All secondary receipt points located in the zones traversed by the primary path including pooling points in those zones.
- 1.7 — Discounted Primary Delivery Points:**
- | <u>NAME</u> | <u>PIN</u> | <u>DISCOUNTED POINT</u>
<u>MDQ (Dth/d.)</u> |
|---------------------|------------|--|
| Transco/MEP Choctaw | 44451 | 25,000 |
| Destin/MEP Clark | 44450 | 50,000 |

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

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.~~