

MIDCONTINENT EXPRESS PIPELINE LLC

January 23, 2026

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 one (1) amended negotiated rate under Rate Schedule FTS between MEP and ARM Energy Management (“ARM”)¹. Furthermore, MEP hereby submits the tariff records listed in Appendix A to reflect the inclusion of the amended agreement in its FERC Gas Tariffs, First Revised Volume No. 1 and Original Volume No. 2 (“Tariff”) with a proposed effective date of January 24, 2026. MEP respectfully requests a waiver of the 30-day notice requirement to effectuate the January 24, 2026 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”).² 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.

As a part of this filing, MEP is submitting tariff records containing the amended negotiated rate exhibit, which detail the specifics of the agreement. The amendment to the previously filed agreement changes the MDQ from 25,000 Dth/Day to 40,000 Dth/Day, with all other terms the

¹ The original negotiated rate agreement with ARM was filed with FERC on January 16th, 2026 in RP26-384-000. This filing is currently pending approval by the Commission.

² 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).

same, effective January 24th, 2026. In order to provide a clear historical record and given that gas has already flowed under the previously filed version of the agreement, MEP has opted to file this amended agreement as a new filing altogether, with the inclusion of tariff records red-lined against the previously submitted records from RP26-384-000. The negotiated rate agreement with ARM does not deviate in any material respect from the form of service agreement in MEP's Tariff.

Procedural Matters

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

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

MEP respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on January 24, 2026. 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

³ 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 23rd day of January 2026.

/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: January 23, 2026
Effective: January 24, 2026

FERC Gas Tariff
First Revised Volume No. 1
Tariff Records

Description	Title	Version
Sheet No. 24	Statement of Negotiated Rate Transactions	10.0.0

FERC Gas Tariff
Original Volume No. 2
Tariff Records

Description	Title	Version
Part 2.19	ARM Energy Management LLC	1.0.0

APPENDIX A

CLEAN VERSION OF TARIFF SECTIONS

STATEMENT OF NEGOTIATED RATE TRANSACTIONS
PURSUANT TO SECTION 30

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Term of Contract</u>	<u>Volume (Dth/d)</u>	<u>Reservation Charge(s)</u>	<u>Commodity Charge(s)</u>	<u>Primary Point(s) / PIN No(s).</u>	
						<u>Receipt</u>	<u>Delivery</u>
ExxonMobil Oil Corporation 3/	FTS	11/1/2024 through 10/31/2026	75,000	2/	2/	2/	2/
ARM Energy Management LLC 1/	FTS	11/1/2024 through 10/31/2027	25,000	2/	2/	2/	2/
Southwest Energy, L.P. 1/	FTS	11/1/2024 through 3/31/2028	200,000	2/	2/	2/	2/
JPMorgan Chase Bank, N.A. 1/	FTS	4/1/2025 through 3/31/2027	15,000	2/	2/	2/	2/
Tenaska Marketing Ventures 1/	FTS	4/1/2025 through 10/31/2027	100,000	2/	2/	2/	2/
ARM Energy Management LLC 1/	FTS	1/24/2026 through 3/31/2026	40,000	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.

Issued On: January 23, 2026

Effective On: January 24, 2026

Contract No. 221979-FTSMEP

**MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AMENDMENT NO. 1 DATED January 22, 2026
TO AGREEMENT DATED January 15, 2026 (Agreement)**

Agreement is amended:

1. ☐ Exhibit A dated January 22, 2026. Changes Primary Receipt Point(s) and Point MDQ's. This Exhibit A replaces any previously dated Exhibit A.
2. ☐ Exhibit B dated January 22, 2026. Changes Primary Delivery Point(s) and Point MDQ's. This Exhibit B replaces any previously dated Exhibit B.
3. ☒ Exhibits A and B dated January 22, 2026. Changes Primary Receipt and Delivery Point MDQ's. These Exhibits A and B replace any previously dated Exhibits A and B.
4. ☒ Exhibit C dated January 22, 2026. This Exhibit C amends previous Exhibit C.
5. ☒ Revise Agreement MDQ: ☒ Increase ☐ Decrease
In Section 2. of Agreement substitute 40000 Dth per Day for 25000 Dth per Day.
6. ☐ The term of this Agreement is extended through _____.
7. ☐ Other:

This Amendment No. 1 becomes effective January 24, 2026.

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

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
MANAGEMENT LLC
MEP

ARM ENERGY
SHIPPER

/s/: _____

/s/:

CARL H HAGA
NAME: _____

Jacob DeGeurin
NAME: _____

Issued On: January 23, 2026

Effective On: January 24, 2026

VP-COMMERCIAL
TITLE: _____

Carl Haga
Vice President, Commercial

Scheduler
TITLE:

Contract No. 221979-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED January 15, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1.SHIPPER is: ARM ENERGY MANAGEMENT LLC a MARKETER

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

3.TERM: January 17, 2026 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) January 17, 2026, and

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

_____ Other:

7. SHIPPER'S ADDRESSES

ARM ENERGY MANAGEMENT LLC
20329 STATE HIGHWAY 249
SUITE 450
HOUSTON, TX 77070
HOUSTON, TEXAS 77002

MEP'S ADDRESSES

MIDCONTINENT EXPRESS PIPELINE LLC
ATTENTION: ACCOUNT SERVICES
1001 LOUISIANA STREET
SUITE 1000

Payments:

FOR WIRE TRANSFER:

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

Issued On: January 23, 2026

Effective On: January 24, 2026

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. 221979-FTSMEP

**MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED January 15, 2026
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. 221979-FTSMEP

**MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED January 15, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)**

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

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
LLC

MEP

ARM ENERGY MANAGEMENT

SHIPPER

/s/: _____

CARL H HAGA

/s/:

Jacob

DeGeurin

NAME: _____

VP-COMMERCIAL

TITLE: _____

Carl Haga

Vice President, Commercial

NAME:

Scheduler

TITLE:

EXHIBIT A
DATED: January 22, 2026
EFFECTIVE DATE January 24, 2026

Company: ARM ENERGY MANAGEMENT LLC

Contract No.: 221979-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
2. MIDSHIP/MEP BENNINGTON BRYAN 10,000	BRYAN	OK	50502

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: January 22, 2026
EFFECTIVE DATE January 24, 2026

Company: ARM ENERGY MANAGEMENT LLC

Contract No.: 221979-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. COL GULF/MEP PERRYVILLE MADISON	MADISON	LA	44445	40,000
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SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

Unless otherwise agreed to by contract, gas to be delivered by MEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be at the pressures available in MEP's pipeline facilities from time to time.^{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 January 22, 2026
EFFECTIVE January 24, 2026

NEGOTIATED RATE AGREEMENT

Company: ARM ENERGY MANAGEMENT LLC
Contract No.: 221979-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From January 24, 2026 through March 31, 2026

1.2 Negotiated Rates:

(a) Negotiated Reservation Rate:

Shipper shall pay a daily negotiated reservation rate equal to the greater of:

\$0.075 per Dth per day; and

\$0.075 per Dth per day plus an amount equal to seventy percent (70%) of any positive spread in excess of \$0.075, where such spread is calculated as:

The Daily Delivery Index Price minus ([Daily Receipt Index Price plus a mutually agreeable daily adder] multiplied by (1 + MEP's F&LR for the applicable Zone 1-1 transportation path)), minus MEP's Base Commodity Rate for the applicable Zone 1-1 transportation path.

The Daily Delivery Index Price for each applicable day shall be equal to the daily index price as published by Platts Gas Daily for TGT (Zone 1) Gas Daily Midpoint.

The Daily Receipt Index Price for each applicable day shall be equal to the daily index price as published by Platts Gas Daily for NGPL-TxOk Gas Daily Midpoint.

The Mutually Agreeable Daily Adder for each applicable day Shall be based on the daily Bennington traded midpoint.

In the event that the Daily Delivery Index Price and/or the Daily Receipt Index Price are no longer published, the parties will use commercially reasonable efforts to mutually agree on a replacement index price(s) that preserves the original intent of the parties.

(b) Commodity Rate:

Shipper shall pay the applicable maximum commodity rate set forth in MEP's Tariff for service under the Transportation Agreement.

1.3 Eligible Firm Transportation Quantity

40,000 Dth per day in Zone 1

1.4 Eligible Primary Receipt Points:

NAME (Dth/day)	PIN	Eligible Point (MDQ)
HPL/ MEP LAMAR	44440	30,000
MIDSHIP/MEP BENNINGTON BRYAN	50502	10,000

1.5 Eligible Secondary Receipt Points

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

1.6 Eligible Primary Delivery Points:

NAME (Dth/day)	PIN	Eligible Point (MDQ)
COL GULF/MEP PERRYVILLE MADISON	44445	40,000

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

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

2.1 General Negotiated Rate Limitations. The Negotiated Rates shall apply to: (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 the Negotiated Rates, and unless otherwise expressly provided herein, Shipper shall also pay MEP all other applicable maximum rates, charges, surcharges, and penalties of any nature set forth in MEP's Tariff, including without limitation all applicable (i) Fuel, booster fuel, and Gas Lost and Unaccounted For charges; (ii) authorized and unauthorized overrun charges; (iii) reservation surcharges; (iv) commodity charges and surcharges; and (v) ACA surcharges.

APPENDIX A

MARKED VERSION OF TARIFF SECTIONS

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>
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ARM Energy Management LLC 1/	FTS	11/1/2024 through 10/31/2027	25,000	2/	2/	2/	2/
Southwest Energy, L.P. 1/	FTS	11/1/2024 through 3/31/2028	200,000	2/	2/	2/	2/
JPMorgan Chase Bank, N.A. 1/	FTS	4/1/2025 through 3/31/2027	15,000	2/	2/	2/	2/
Tenaska Marketing Ventures 1/	FTS	4/1/2025 through 10/31/2027	100,000	2/	2/	2/	2/
ARM Energy Management LLC 1/	FTS	1/ 2417 /2026 through 3/31/2026	4025 ,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.

Contract No. 221979-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AMENDMENT NO. 1 DATED January 22, 2026
TO AGREEMENT DATED January 15, 2026 (Agreement)

Agreement is amended:

1. ☐ Exhibit A dated January 22, 2026. Changes Primary Receipt Point(s) and Point MDQ's. This Exhibit A replaces any previously dated Exhibit A.
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3. ☒ Exhibits A and B dated January 22, 2026. Changes Primary Receipt and Delivery Point MDQ's. These Exhibits A and B replace any previously dated Exhibits A and B.
4. ☒ Exhibit C dated January 22, 2026. This Exhibit C amends previous Exhibit C.
5. ☒ Revise Agreement MDQ: ☒ Increase ☐ Decrease
In Section 2. of Agreement substitute 40000 Dth per Day for 25000 Dth per Day.
6. ☐ The term of this Agreement is extended through _____.
7. ☐ Other:

This Amendment No. 1 becomes effective January 24, 2026.

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

Agreed to by:

<u>MIDCONTINENT EXPRESS PIPELINE LLC</u>	<u>ARM</u>	<u>ENERGY</u>
<u>MANAGEMENT LLC</u>		
<u>MEP</u>	<u>SHIPPER</u>	

/s/: _____ /s/: _____

1 CARL H HAGA
NAME: _____ NAME: _____

Jacob DeGeurin

<u>3</u>	<u>VP-COMMERCIAL</u>	<u>Scheduler</u>
<u>TITLE:</u>	<u></u>	<u>TITLE:</u>
<u></u>	<u></u>	
<u>Carl Haga</u>		
<u>Vice President, Commercial</u>		

Contract No. 221979-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED January 15, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1.SHIPPER is: ARM ENERGY MANAGEMENT LLC a MARKETER

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

3.TERM: January 17, 2026 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) January 17, 2026, and

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

_____ Other:

7. SHIPPER'S ADDRESSES

ARM ENERGY MANAGEMENT LLC
20329 STATE HIGHWAY 249
SUITE 450
HOUSTON, TX 77070
HOUSTON, TEXAS 77002

MEP'S ADDRESSES

MIDCONTINENT EXPRESS PIPELINE LLC
ATTENTION: ACCOUNT SERVICES
1001 LOUISIANA STREET
SUITE 1000

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. 221979-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED January 15, 2026
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. 221979-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED January 15, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

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

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
LLC
MEP

ARM ENERGY MANAGEMENT

SHIPPER

/s/: _____

CARL H HAGA

/s/:

Jacob

DeGeurin

NAME: _____

VP-COMMERCIAL

TITLE: _____

Carl Haga
Vice President, Commercial

NAME:

Scheduler

TITLE:

EXHIBIT A
DATED: January 22, 2026
EFFECTIVE DATE January 24, 2026

Company: ARM ENERGY MANAGEMENT LLC

Contract No.: 221979-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				
2.	MIDSHIP/MEP BENNINGTON BRYAN	BRYAN	OK	50502	
	10,000				

SECONDARY RECEIPT POINT(S):

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

Receipt Pressure, Assumed Atmospheric Pressure

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

Rates

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

Fuel Gas and Unaccounted For Gas Percentages (%)

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

1/ (Specify monthly variations if applicable)

EXHIBIT B
DATED: January 22, 2026
EFFECTIVE DATE January 24, 2026

Company: ARM ENERGY MANAGEMENT LLC

Contract No.: 221979-FTSMEP

Delivery Point(s):

MDQ					
Name/Location	County/Parish Area	State	PIN	No.	
(Dth) 1/					
PRIMARY DELIVERY POINT(S):					
1. COL GULF/MEP PERRYVILLE MADISON	MADISON	LA	44445	40,000	

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

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

EXHIBIT C
DATED January 22, 2026
EFFECTIVE January 24, 2026

NEGOTIATED RATE AGREEMENT

Company: ARM ENERGY MANAGEMENT LLC
Contract No.: 221979-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From January 24, 2026 through March 31, 2026

1.2 Negotiated Rates:

(a) Negotiated Reservation Rate:

Shipper shall pay a daily negotiated reservation rate equal to the greater of:

\$0.075 per Dth per day; and

\$0.075 per Dth per day plus an amount equal to seventy percent (70%) of any positive spread in excess of \$0.075, where such spread is calculated as:

The Daily Delivery Index Price minus ([Daily Receipt Index Price plus a mutually agreeable daily adder] multiplied by (1 + MEP's F&LR for the applicable Zone 1-1 transportation path)), minus MEP's Base Commodity Rate for the applicable Zone 1-1 transportation path.

The Daily Delivery Index Price for each applicable day shall be equal to the daily index price as published by Platts Gas Daily for TGT (Zone 1) Gas Daily Midpoint.

The Daily Receipt Index Price for each applicable day shall be equal to the daily index price as published by Platts Gas Daily for NGPL-TxOk Gas Daily Midpoint.

The Mutually Agreeable Daily Adder for each applicable day Shall be based on the daily Bennington traded midpoint.

In the event that the Daily Delivery Index Price and/or the Daily Receipt Index Price are no longer published, the parties will use commercially reasonable efforts to mutually agree on a replacement index price(s) that preserves the original intent of the parties.

(b) Commodity Rate:

Shipper shall pay the applicable maximum commodity rate set forth in MEP's Tariff for service under the Transportation Agreement.

1.3 Eligible Firm Transportation Quantity

40,000 Dth per day in Zone 1

1.4 Eligible Primary Receipt Points:

<u>NAME</u> <u>(Dth/day)</u>	<u>PIN</u>	<u>Eligible Point (MDQ)</u>
HPL/ MEP LAMAR	44440	30,000
MIDSHIP/MEP BENNINGTON BRYAN	50502	10,000

1.5 Eligible Secondary Receipt Points

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

1.6 Eligible Primary Delivery Points:

<u>NAME</u> <u>(Dth/day)</u>	<u>PIN</u>	<u>Eligible Point (MDQ)</u>
COL GULF/MEP PERRYVILLE MADISON	44445	40,000

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

2.1 General Negotiated Rate Limitations. The Negotiated Rates shall apply to: (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 the Negotiated Rates, 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.

EXHIBIT A

DATED January 15, 2026

EFFECTIVE DATE January 17, 2026

Company: _____ ARM ENERGY MANAGEMENT LLC

Contract No.: _____ 221979-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
2. MIDSHIP/MEP BENNINGTON BRYAN	BRYAN	OK	50502	10,000

SECONDARY RECEIPT POINT(S):

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

Receipt Pressure, Assumed Atmospheric Pressure

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

Rates

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

Fuel Gas and Unaccounted For Gas Percentages (%)

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

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

EXHIBIT B
DATED January 15, 2026
EFFECTIVE DATE January 17, 2026

Company: _____ ARM ENERGY MANAGEMENT LLC

Contract No.: _____ 221979-FTSMEP

Delivery Point(s):

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

PRIMARY DELIVERY POINT(S):

1. COL GULF/MEP PERRYVILLE MADISON _____ MADISON _____ LA _____ 44445 _____ 25,000

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 January 15, 2025
EFFECTIVE January 17, 2025

NEGOTIATED RATE AGREEMENT

Company: ARM ENERGY MANAGEMENT LLC
Contract No.: 221979-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1—Negotiated Rate Term: From January 17, 2026 through March 31, 2026

1.2—Negotiated Rates:

Negotiated Reservation Rate:

Shipper shall pay a daily negotiated reservation rate equal to the greater of:

\$0.075 per Dth per day (\$2.2344 monthly); and
\$0.075 per Dth per day plus an amount equal to seventy percent (70%) of any positive spread in excess of
\$0.075, where such spread is calculated as:

The Daily Delivery Index Price minus ((Daily Receipt Index Price plus a mutually agreeable daily adder] multiplied by (1 + MEP's F&LR for the applicable Zone 1-1 transportation path)), minus MEP's Base Commodity Rate for the applicable Zone 1-1 transportation path.

The Daily Delivery Index Price for each applicable day shall be equal to the daily index price as published by Platts Gas Daily for TGT (Zone 1) Gas Daily Midpoint.

The Daily Receipt Index Price for each applicable day shall be equal to the daily index price as published by Platts Gas Daily for NGPL-TxOk Gas Daily Midpoint.

The Mutually Agreeable Daily Adder for each applicable day Shall be based on the daily Bennington traded midpoint.

In the event that the Daily Delivery Index Price and/or the Daily Receipt Index Price are no longer published, the parties will use commercially reasonable efforts to mutually agree on a replacement index price(s) that preserves the original intent of the parties.

(b)Commodity Rate:

Shipper shall pay the applicable maximum commodity rate set forth in MEP's Tariff for service under the

~~Transportation Agreement.~~

1.3Eligible Firm Transportation Quantity

25,000 Dth per day in Zone 1

1.4Eligible Primary Receipt Points:

NAME		PIN
HPL/ MEP LAMAR	44440	15,000
MIDSHIP/MEP BENNINGTON BRYAN	50502	10,000

1.5Eligible Secondary Receipt Points

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

1.6Eligible Primary Delivery Points:

NAME		PIN
COL GULF/MEP PERRYVILLE MADISON	44445	25,000

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

2.1 General Negotiated Rate Limitations. The Negotiated Rates shall apply to: (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.

2.2Discountable 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 the Negotiated Rates, 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.~~