

MIDCONTINENT EXPRESS PIPELINE LLC

October 29, 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 and Non-Conforming Agreement Filing
Docket No. RP27-

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 eight (8) negotiated rate agreements under Rate Schedule FTS between MEP and: Castleton Commodities Merchant Trading L.P. (“Castleton”), Citigroup Energy Inc. (“Citigroup”), Devon Gas Services, L.P. (“Devon”), DTE Energy Trading, Inc. (“DTE”), JPMorgan Chase Bank, N.A. (“JPMorgan”), TC Energy Marketing Inc. (“TC”), and Vitol Inc. (“Vitol”) (collectively, the “New NRA Agreements”). Additionally, MEP submits for filing and acceptance two (2) negotiated rate and non-conforming agreements under Rate Schedule FTS between MEP and ExxonMobil Oil Corporation (“Exxon”) and between MEP and Florida Power & Light Company (“FPL”) (collectively, the “New NLANCA Agreements”). Moreover, MEP proposes the removal of two (2) expired negotiated rate agreements with ARM Energy Management LLC and Gunvor USA LLC, two (2) expired non-conforming agreements with FPL and Devon, one (1) expired negotiated rate and non-conforming agreement with Exxon, and three (3) previously expired negotiated rate agreements (collectively, the “Expired Agreements”). MEP hereby submits the tariff records listed in Appendix A to reflect the inclusion of the New NRA Agreements and the New NLANCA Agreements as well the removal of the Expired Agreements in its FERC Gas Tariffs, First Revised Volume No. 1 and Original Volume No. 2 (“Tariff”) with a proposed effective date of November 1, 2026. MEP respectfully requests a waiver of the 30-day notice requirement to effectuate the November 1, 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”).¹ In the Policy

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).

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 new negotiated and non-conforming rate exhibits, which detail the specifics of the agreements. The negotiated rate agreements with Castleton, Citigroup, Devon, DTE, JPMorgan, TC, and Vitol do not deviate in any material respect from the form of service agreement in MEP's Tariff. The agreements with Exxon and FPL contain a non-conforming provision stating that MEP is only obligated to deliver on any day the contracted amount of firm service to the primary Destin Pipeline Company, LLC ("Destin") delivery point if the pressure at this delivery point is less than or equal to 950 psig (the "Non-Conforming Provision"). This is an operational requirement that would apply to any similarly situated firm shipper on MEP and has been previously approved by the Commission for similar agreements on MEP.² This provision is not unduly discriminatory and does not provide Exxon or FPL any undue preference. Therefore, MEP respectfully requests the Commission accept this non-conforming pressure provision, consistent with the treatment of previously filed agreements. The agreements with Exxon and FPL are included with redlined changes against the *Pro Forma* in Appendix B and the executed version is included in the proposed tariff records. Other than the Non-Conforming Provision, the agreements with Exxon and FPL do not deviate from the *Pro Forma*.

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; and
3. A marked version of the agreements with ExxonMobil and FPL reflecting the non-conforming provision from the *Pro Forma* in Appendix B.

MEP respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on November 1, 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.

² The same non-conforming provision was previously reviewed and accepted by the Commission in Docket Nos. RP22-1236-000, RP23-690-000, RP23-1082-000, RP24-512-000, and RP25-95-000. See, e.g., Midcontinent Express Pipeline, LLC, Docket No. RP24-512-000 (Mar. 28, 2024) (unpublished letter order). MEP remains in full compliance of its pressure requirements per the provisions of its Tariff.

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

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

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

Mr. 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
Vice President, Regulatory Affairs
Energy Transfer Partners, L.P.
1300 Main St.
Houston, TX 77002
(713) 989-7610
Michael.Langston@EnergyTransfer.com

Pursuant to 18 C.F.R. § 154.4(b) and § 385.2005 (a)(2) of the Commission's regulations, the undersigned hereby certifies that he has read this filing and knows (i) the contents of such filing and the attachments; (ii) that the contents as stated in the filing and in the attachments are true to the best of his knowledge and belief; and (iii) that he possesses full power and authority to sign this filing.

Sincerely,

/s/ 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 29th day of October 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: October 29, 2026

Effective: November 1, 2026

FERC Gas Tariff
First Revised Volume No. 1
Tariff Records

Description	Title	Version
Sheet No. 22	Statement of Negotiated Rate Transactions	7.0.0
Sheet No. 23	Statement of Negotiated Rate Transactions	13.0.0
Sheet No. 24	Statement of Negotiated Rate Transactions	12.0.0
Sheet No. 25	Statement of Negotiated Rate Transactions	11.0.0
Sheet No. 382	General Terms and Conditions-Sections 38, 38.1 through 38.11	19.0.0

FERC Gas Tariff
Original Volume No. 2
Tariff Records

Description	Title	Version
Part 2.8	DTE Energy Trading, Inc.	3.0.0
Part 2.9	JPMorgan Chase Bank, N.A.	4.0.0
Part 2.10	Castleton Commodities Merchant Trading L.P.	5.0.0
Part 2.19	Citigroup Energy Inc.	3.0.0
Part 2.21	Devon Gas Services, L.P.	1.0.0
Part 2.22	TC Energy Marketing Inc.	0.0.0
Part 2.23	Vitol Inc.	0.0.0
Part 2.24	Castleton Commodities Merchant Trading L.P.	0.0.0
Part 3.1	Reserved For Future Use	2.0.0
Part 3.4	Reserved for Future Use	2.0.0
Part 4.1	Contract No. 222203-FTSMEP	9.0.0
Part 4.4	Contract No. 222275-FTSMEP	3.0.0

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>
TC Energy Marketing Inc. 1/	FTS	4/1/2026 through 3/31/2029	100,000	2/	2/	2/	2/
CitiGroup Energy Inc. 1/	FTS	11/1/2025 through 10/31/2027	15,000	2/	2/	2/	2/
Castleton Commodities Merchant Trading L.P. 1/	FTS	11/1/2026 through 10/31/2029	20,000	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.

Issued On: October 29, 2026

Effective On: November 1, 2026

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>
DTE Energy Trading, Inc.1/	FTS	4/1/2024 through 3/31/2027	20,000	2/	2/	2/	2/
Gunvor USA LLC 1/	FTS	4/1/2024 through 3/31/2027	20,000	2/	2/	2/	2/
Mercuria Energy America, LLC 1/	FTS	4/1/2024 through 3/31/2027	25,000	2/	2/	2/	2/
Trafigura Trading, LLC 3/	FTS	4/1/2024 through 3/31/2027	50,000	2/	2/	2/	2/
Citigroup Energy Inc. 1/	FTS	11/1/2026 through 10/31/2029	20,000	2/	2/	2/	2/
Devon Gas Services, L.P. 1/	FTS	11/1/2026 through 10/31/2029	65,000	2/	2/	2/	2/
DTE Energy Trading, Inc. 1/	FTS	11/1/2026 through 10/31/2029	40,000	2/	2/	2/	2/

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

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>
JPMorgan Chase Bank, N.A. 1/	FTS	11/1/2026 through 10/31/2029	10,000	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/
TC Energy Marketing Inc. 1/	FTS	11/1/2026 through 10/31/2029	10,000	2/	2/	2/	2/
Vitol Inc. 1/	FTS	11/1/2026 through 10/31/2029	50,000	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.

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	11/1/2026 through 10/31/2029	75,000	2/	2/	2/	2/
Gunvor USA LLC 1/	FTS	12/1/2025 through 11/30/2027	15,000	2/	2/	2/	2/
JPMorgan Chase Bank, N.A. 1/	FTS	12/1/2025 through 10/31/2027	5,000	2/	2/	2/	2/
Florida Power & Light Company 3/	FTS	11/1/2026 through 10/31/2029	75,000	2/	2/	2/	2/
Castleton Commodities Merchant Trading L.P. 1/	FTS	11/1/2026 through 3/31/2027	25,000	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 9, 2026 (Contract No. 222275-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 Reserved for Future Use.

38.5 ExxonMobil Oil Corporation, Transportation Rate Schedule FTS Agreement, Dated April 30, 2024 (Contract No. 222203-FTSMEP).

38.6 Reserved for Future Use.

38.7 Reserved for Future Use.

38.8 Reserved for Future Use.

38.9 Reserved for Future Use.

38.10 Reserved for Future Use.

38.11 Reserved for Future Use.

Contract No. 222306-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 30, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: DTE ENERGY TRADING, INC. a MARKETER
2. MDQ totals: 40,000 Dth per Day.
3. TERM: November 1, 2026 through October 31, 2029.
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, 2026, and
 - (b) The date capacity to provide the service hereunder is available on MEP's
System.
☐ Other:

7. SHIPPER'S ADDRESSES
ADDRESSES

LLC DTE ENERGY TRADING, INC.
ATTN: CONTRACT ADMINISTRATION
ONE ENERGY PLAZA
400 WCB
DETROIT, MI 48226

MEP'S

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

Payments:

Issued On: October 29, 2026

Effective On: November 1, 2026

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:
 - 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. 222306-FTSMEP

**MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 30, 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. 222306-FTSMEP

**MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 30, 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
MEP

DTE ENERGY TRADING, INC.
SHIPPER

/s/: _____

/s/:

CARL H HAGA
Delden

Madeleine Van

NAME: _____

VP-COMMERCIAL

TITLE: _____

Carl Haga
Vice President, Commercial

NAME:

Jr Scheduler

TITLE:

EXHIBIT A
DATED June 30, 2026
EFFECTIVE DATE November 1, 2026

Company: DTE ENERGY TRADING, INC.

Contract No.: 222306-FTSMEP

Receipt Point(s):

MDQ

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

11/01/2026 - 10/31/2029

1.	HPL/MEP LAMAR 20,000	LAMAR	TX	44440	
2.	MIDSHIP/MEP BENNINGTON BRYAN 20,000	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 June 30, 2026
EFFECTIVE DATE November 1, 2026

Company: DTE ENERGY TRADING, INC.

Contract No.: 222306-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):

11/01/2026 - 10/31/2029

1. TRNSCO/MEP DEL CHOCTAW 40,000	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 June 30, 2026
EFFECTIVE November 1, 2026**

NEGOTIATED RATE AGREEMENT

Company: DTE ENERGY TRADING, INC.
Contract No.: 222306-FTSMEP

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 Negotiated Rate Term: From November 1, 2026 through October 31, 2029

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: \$ 9.2771 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 9.2771 /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

40,000 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	20,000
MIDSHIP/MEP BENNINGTON BRYAN	50502	20,000

1.5 Eligible Secondary Receipt Points

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

1.6 Eligible Primary Delivery Points:

NAME (MDQ) (Dth/day)	PIN	Eligible Point
TRANSCO/MEP DEL CHOCTAW	44451	40,000

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. 222285-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 16, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: JPMORGAN CHASE BANK, N.A. a OTHER
2. MDQ totals: 10,000 Dth per Day.
3. TERM: November 1, 2026 through October 31, 2029.
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, 2026, 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:
FOR WIRE TRANSFER:

Issued On: October 29, 2026

Effective On: November 1, 2026

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. 222285-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 16, 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. 222285-FTSMEP

**MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 16, 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
MEP

JPMORGAN CHASE BANK, N.A.
SHIPPER

/s/: _____

CARL H HAGA
Caperton

/s/: _____

James

NAME: _____

VP-COMMERCIAL

President

TITLE: _____

Carl Haga

Vice President, Commercial

NAME:

Vice

TITLE:

EXHIBIT A
DATED June 16, 2026
EFFECTIVE DATE November 1, 2026

Company: JPMORGAN CHASE BANK, N.A.

Contract No.: 222285-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 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 June 16, 2026
EFFECTIVE DATE November 1, 2026

Company: JPMORGAN CHASE BANK, N.A.

Contract No.: 222285-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>
---	---------------------------	--------------	-----------------------

PRIMARY DELIVERY POINT(S):

1. TRNSCO/MEP DEL CHOCTAW 10,000	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 June 16, 2026
EFFECTIVE November 1, 2026

NEGOTIATED RATE AGREEMENT

Company: JPMORGAN CHASE BANK
Contract No.: 222285-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2026 through October 31, 2029

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: \$ 9.2771 /Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 9.2771 /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

10,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:

NAME (Dth/day)	PIN	Eligible Point (MDQ)
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 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
TRANSCO/MEP DEL CHOCTAW	44451	10,000

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. 222308-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 30, 2026
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: 20,000 Dth per Day.
3. TERM: November 1, 2026 through October 31, 2029.
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, 2026, 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

Issued On: October 29, 2026

Effective On: November 1, 2026

PIPELINE LLC
YORK, NY 10004

Payments:
FOR WIRE TRANSFER:
MIDCONTINENT EXPRESS

JPMORGAN CHASE NEW

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. 222308-FTSMEP

**MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 30, 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. 222308-FTSMEP

**MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 30, 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
MERCHANT TRADING L.P.
MEP

CASTLETON COMMODITIES

SHIPPER

/s/: _____

/s/:

Issued On: October 29, 2026

Effective On: November 1, 2026

CARL H HAGA
Moreno
NAME: _____

VP-COMMERCIAL
TITLE: _____

Carl Haga
Vice President, Commercial

Oscar
NAME:

Scheduler
TITLE:

EXHIBIT A
DATED June 30, 2026
EFFECTIVE DATE November 1, 2026

Company: CASTLETON COMMODITIES MERCHANT TRADING L.P.

Contract No.: 222308-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.	EMP-EOIT/MEP BENNINGTON BRYAN	BRYAN	OK	44438	
20,000					

SECONDARY RECEIPT POINT(S):

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

Receipt Pressure, Assumed Atmospheric Pressure

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

Rates

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

Fuel Gas and Unaccounted For Gas Percentages (%)

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

1/ (Specify monthly variations if applicable)

EXHIBIT B
DATED June 30, 2026
EFFECTIVE DATE November 1, 2026

Company: CASTLETON COMMODITIES MERCHANT TRADING L.P.

Contract No.: 222308-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>
---	---------------------------	--------------	-----------------------

PRIMARY DELIVERY POINT(S):

1. TRNSCO/MEP DEL CHOCTAW 20,000	CHOCTAW	AL	44451
-------------------------------------	---------	----	-------

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, 2026
EFFECTIVE November 1, 2026**

NEGOTIATED RATE AGREEMENT

Company: CASTLETON COMMODITIES MERCHANT
Contract No.: 222308-FTSMEP

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 Negotiated Rate Term: From November 1, 2026 through October 31, 2029

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: \$ 9.7333 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 9.7333 /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

40,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:

NAME (Dth/day)	PIN	Eligible Point (MDQ)
EMP-EOIT/MEP BENNINGTON BRYAN	44438	20,000

1.5 Eligible Secondary Receipt Points

Eligible Secondary Receipt Points. The Negotiated Rates for capacity shall apply to service provided on a firm basis from all secondary receipt points within the 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
TRANSCO/MEP DEL CHOCTAW	44451	20,000

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

2.1 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. 222297-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 25, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: CITIGROUP ENERGY INC. a MARKETER
2. MDQ totals: 20,000 Dth per Day.
3. TERM: November 1, 2026 through October 31, 2029.
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, 2026, and
 - (b) the date capacity to provide the service hereunder is available on MEP's System.☐ Other: _____

7. SHIPPER'S ADDRESSES
ADDRESSES

CITIGROUP ENERGY INC.
LLC
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:
MIDCONTINENT EXPRESS PIPELINE

LLC

Issued On: October 29, 2026

Effective On: November 1, 2026

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. 222297-FTSMEP

**MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 25, 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. 222297-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 25, 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
MEP

CITIGROUP ENERGY INC.
SHIPPER

/s/: _____

/s/: _____

REED

CARL H HAGA

KONNER

NAME: _____

VP-COMMERCIAL

TITLE: _____

Carl Haga
Vice President, Commercial

NAME:

TITLE:

EXHIBIT A
DATED June 25, 2026
EFFECTIVE DATE November 1, 2026

Company: CITIGROUP ENERGY INC.

Contract No.: 222297-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	LAMAR	TX	44440	
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 June 25, 2026
EFFECTIVE DATE November 1, 2026

Company: CITIGROUP ENERGY INC.

Contract No.: 222297-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	20,000
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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 25, 2026
EFFECTIVE November 1, 2026

NEGOTIATED RATE AGREEMENT

Company: CITIGROUP ENERGY INC.
Contract No.: 222297-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2026 through October 31, 2029

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: \$ 9.58125
/Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 9.58125
/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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HPL/MEP LAMAR

44440

20,000

1.5 Eligible Secondary Receipt Points

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

1.6 Eligible Primary Delivery Points:

NAME (MDQ) (Dth/day)	PIN	Eligible Point
TRANSCO/MEP DEL CHOCTAW	44451	20,000

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

- 2.1 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. 221951-FTSMEP

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

1. SHIPPER is: DEVON GAS SERVICES, L.P. a MARKETER
2. MDQ totals: 65,000 Dth per Day.
3. TERM: November 1, 2026 through October 31, 2029.
ROFR Rights In accordance with Section 16.3 of the General Terms and Conditions of MEP's FERC Gas Tariff, Shipper shall have a contractual right-of first refusal to retain capacity under this Transportation Agreement upon expiration of the Primary Term. To effectuate Shipper's exercise of this right, MEP and Shipper shall follow the Right of First Refusal process contained in Section 16.2 of MEP's Tariff, except that MEP will not deem a bid unacceptable solely on the basis that the rate set forth therein is less than the applicable maximum rate for such service.

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, 2026, and

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

☐ Other:

7. SHIPPER'S ADDRESSES
ADDRESSES

DEVON GAS SERVICES, L.P.
LLC
BRANDON GUDERIAN
333 West Sheridan Avenue

MEP'S

MIDCONTINENT EXPRESS PIPELINE
ATTENTION: ACCOUNT SERVICES
1001 LOUISIANA STREET

Issued On: October 29, 2026

Effective On: November 1, 2026

Oklahoma City, OK 73102-5010

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:

Contract No. 221951-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED December 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. 221951-FTSMEP

**MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED December 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
MEP

/s/: _____

CARL H HAGA

NAME: _____

VP-COMMERCIAL

Professional

TITLE: _____

Carl Haga
Vice President, Commercial

DEVON GAS SERVICES, L.P.
SHIPPER

/s/:

Tatum Brewster

NAME:

Scheduling

TITLE:

EXHIBIT A
DATED December 30, 2025
EFFECTIVE DATE November 1, 2026

Company: DEVON GAS SERVICES, L.P.

Contract No.: 221951-FTSMEP

Receipt Point(s):

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

PRIMARY RECEIPT POINT(S):

1.	MIDSHIP/MEP BENNINGTON BRYAN 65,000	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 December 30, 2025
EFFECTIVE DATE November 1, 2026

Company: DEVON GAS SERVICES, L.P.

Contract No.: 221951-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>
---	---------------------------	--------------	-----------------------

PRIMARY DELIVERY POINT(S):

1. TRNSCO/MEP DEL CHOCTAW 65,000	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 December 30, 2025
EFFECTIVE November 1, 2026

NEGOTIATED RATE AGREEMENT

Company: Devon Gas Services LP.
Contract No.: 221951-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2026, through October 31, 2029.

1.2 Negotiated Rates:

A. Negotiated Rates for Zones 1 and 2, as such Zones are defined in MEP's FERC Gas Tariff, as may be revised from time to time ("Tariff"):

- (a) Negotiated Monthly Base Reservation Rate for Zone 1: \$9.125/Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$9.125/Dth of MDQ
- (c) Negotiated Base Commodity Rates: N/A

Shipper shall pay the maximum applicable commodity rate set forth in MEPs Tariff for service in Zone 1 and Zone 2.

1.3 Eligible Firm Transportation Quantity

65,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:

as set forth in Exhibit A, unless otherwise listed herein

1.5 Eligible Secondary Receipt Points

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

1.6 Eligible Primary Delivery Points:

as set forth in Exhibit B, unless otherwise listed herein

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

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

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

responsible for and pay to MEP the amount attributable to such Discountable Third Party Surcharge(s) which MEP is responsible for paying and remitting to the FERC and/or third party.

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

Contract No. 222276-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 9, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: TC ENERGY MARKETING INC. a MARKETER
2. MDQ totals: 10,000 Dth per Day.
3. TERM: November 1, 2026 through October 31, 2029.

In accordance with Section 16.3 of the General Terms and Conditions ("GT&C") of MEP's FERC Gas Tariff (as may be revised from time to time, the "Tariff"), firm service to Shipper hereunder will extend automatically one time beyond the Initial Term for two years, at the existing MDQ and at the maximum applicable rates set forth in MEP's Tariff (the "Automatic Extension"), unless no later than October 31, 2028, either (i) Shipper elects by written notice to MEP for the Agreement to expire, in which case the Agreement will expire at the end of the Initial Term, or (ii) Shipper and MEP agree in writing to continue firm service under mutually agreeable conditions, including the rate, MDQ, and term (the "Contractual Extension").

The terms of firm service that continue pursuant to the Automatic Extension or the Contractual Extension, as applicable, shall be set forth in a subsequent service agreement in the form required by MEP's Tariff. Any such service agreement that is eligible for the Right of First Refusal ("ROFR") process set forth in Section 16.2 of the GT&C of MEP's Tariff shall provide that in lieu of conducting the ROFR process, Shipper and MEP may agree in writing to continue firm service under mutually agreeable conditions, including the rate, MDQ, and term (an "Additional Contractual Extension"), provided that such agreement is reached no later than seven (7) days before the date MEP is required to submit its initial ROFR notice to the Shipper in accordance with Section 16.2(b) of the GT&C of the Tariff.

Any Additional Contractual Extension agreement that is eligible for the ROFR process contained in the Tariff shall provide that in lieu of conducting the ROFR process, Shipper and MEP may agree in writing to continue firm service under mutually agreeable conditions, including the rate, MDQ, and term, provided that such agreement is reached no later than seven (7) days before the date MEP is required to submit its initial ROFR notice to the Shipper in accordance with Section 16.2(b) of the GT&C of the Tariff.

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
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, 2026, and
 - (b) the date capacity to provide the service hereunder is available on MEP's System.
- _____ Other:

7. SHIPPER'S ADDRESSES
ADDRESSES

MEP'S

TC ENERGY MARKETING INC.
LLC
700 LOUISIANA STREET, SUITE 1300
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

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.

Contract No. 222276-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 9, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

- h. **Succession and Assignment.** In the event any entity succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Shipper, such entity shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement. No other assignment of the Agreement nor of any of the individual rights or obligations hereunder by Shipper shall be effective as to MEP without the prior express written consent of MEP. The Agreement may be assigned by MEP to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, which shall include Kinder Morgan Energy Partners, LP or any affiliate of Kinder Morgan Energy Partners, LP.
 - i. **No Third Party Beneficiaries.** This Agreement shall not create any rights in any third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than MEP or Shipper.
 - j. **Conformance to Law.** It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission.
 - k. **Effect of Tariff.** This Agreement shall at all times be subject to all applicable provisions of MEP's FERC Gas Tariff. In the event of any conflict between this Agreement and the terms of Rate Schedule FTS and ITS, the terms of this Agreement shall govern as to the point of conflict.
 - l. **GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.**
 - m. **Entire Agreement.** This Agreement contains the entire agreement between MEP and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Agreement shall be effective unless agreed upon in a written instrument executed by MEP and Shipper which expressly refers to this Agreement.
9. The above-stated Rate Schedule, as revised from time to time, controls this Agreement and is incorporated herein. The attached Exhibits A and B (for firm service only), and C (if

applicable), are a part of this Agreement. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF TEXAS, AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT. This Agreement states the entire agreement between the parties and no waiver, representation, or agreement shall affect this Agreement unless it is in writing. Shipper shall provide the actual end user purchaser name(s) to MEP if MEP must provide them to the FERC.

Contract No. 222276-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 9, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
MEP

TC ENERGY MARKETING INC.
SHIPPER

/s/: _____

CARL H HAGA

/s/:

Lisa Trofholz

NAME: _____

NAME:

VP-COMMERCIAL

Gas Scheduler

TITLE: _____

TITLE:

Carl Haga
Vice President, Commercial

EXHIBIT A
DATED June 9, 2026
EFFECTIVE DATE November 1, 2026

Company: TC ENERGY MARKETING INC.

Contract No.: 222276-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 10,000	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 June 9, 2026
EFFECTIVE DATE November 1, 2026

Company: TC ENERGY MARKETING INC.

Contract No.: 222276-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	10,000
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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 9, 2026
EFFECTIVE November 1, 2026

NEGOTIATED RATE AGREEMENT

Company: TC ENERGY MARKETING INC.
Contract No.: 222276-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2026 through October 31, 2029

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: \$ 9.2771 /Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 9.2771 /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

10,000 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	10,000
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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
TRANSCO/MEP DEL CHOCTAW	44451	10,000

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. 222277-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 9, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: VITOL INC. a MARKETER
2. MDQ totals: 50,000 Dth per Day.
3. TERM: November 1, 2026 through October 31, 2029.
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, 2026, and
 - (b) The date capacity to provide the service hereunder is available on MEP's
System.
☐ Other:

7. SHIPPER'S ADDRESSES
ADDRESSES

VITOL INC.
LLC
MATT MONDAY
3425 West Alabama Street
HOUSTON, TX 77027

MEP'S

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

Payments:

Issued On: October 29, 2026

Effective On: November 1, 2026

LLC

10004

FOR WIRE TRANSFER:
MIDCONTINENT EXPRESS PIPELINE

JPMORGAN CHASE NEW YORK, NY

ABA # 021 000 021
ACCOUNT # 216 872 553

Contract No. 222277-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 9, 2026
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. 222277-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 9, 2026
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

VITOL INC.
SHIPPER

/s/: _____

/s/:

CARL H HAGA
NAME: _____

QI SONG
NAME: _____

VP-COMMERCIAL
ASSISTANT
TITLE: _____

TRADER
TITLE: _____

Carl Haga
Vice President, Commercial

EXHIBIT A
DATED June 9, 2026
EFFECTIVE DATE November 1, 2026

Company: VITOL INC.

Contract No.: 222277-FTSMEP

Receipt Point(s):

Issued On: October 29, 2026

Effective On: November 1, 2026

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

PRIMARY RECEIPT POINT(S):

1. MIDSHIP/MEP BENNINGTON BRYAN BRYAN OK 50502
50,000

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 9, 2026
EFFECTIVE DATE November 1, 2026

Company: VITOL INC.

Contract No.: 222277-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 50,000	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 June 9, 2026
EFFECTIVE November 1, 2026

NEGOTIATED RATE AGREEMENT

Company: VITOL INC.
Contract No.: 222277-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2026 through October 31, 2029

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: \$ 9.2771 /Dth of MDQ, and
 - (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 9.2771 /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

50,000 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	50,000
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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
TRANSCO/MEP DEL CHOCTAW	44451	50,000

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. 222423-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED September 28, 2026
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, 2026 through March 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, 2026, and
 - (b) the date capacity to provide the service hereunder is available on MEP's System.☐ Other:

7. SHIPPER'S ADDRESSES

MEP'S

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

MIDCONTINENT EXPRESS
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. 222423-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED September 28, 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. 222423-FTSMEP

**MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED September 28, 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
MERCHANT TRADING L.P.
MEP

CASTLETON COMMODITIES
SHIPPER

/s/: _____

/s/:

Issued On: October 29, 2026

Effective On: November 1, 2026

Thakkar
NAME: _____

Scheduler
TITLE: _____

Rob Perkins
Vice President, Commercial

Khushaal
NAME: _____

Natural Gas
TITLE: _____

EXHIBIT A
DATED September 28, 2026
EFFECTIVE DATE November 1, 2026

Company: CASTLETON COMMODITIES MERCHANT TRADING L.P.

Contract No.: 222423-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 28, 2026
EFFECTIVE DATE November 1, 2026

Company: CASTLETON COMMODITIES MERCHANT TRADING L.P.

Contract No.: 222423-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 25,000	SMITH	MS	44449
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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 October 5, 2026
EFFECTIVE November 1, 2026**

NEGOTIATED RATE AGREEMENT

Company: Castleton Commodities Merchant
Contract No.: 222423-FTSMEP

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 Negotiated Rate Term: From November 1, 2026 through March 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: \$ 13.3046 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 13.3046 /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.

Reserved for Future Use

Reserved for Future Use

Contract No. 222203-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED April 30, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: EXXONMOBIL OIL CORPORATION a PRODUCER
2. MDQ totals: 75,000 Dth per Day.
3. TERM: November 1, 2026 through October 31, 2029.
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, 2026, and
 - (b) the date capacity to provide the service hereunder is available on MEP's System.☐ Other:

7. SHIPPER'S ADDRESSES
ADDRESSES

EXXONMOBIL OIL CORPORATION
LLC
DONALD JACKSON
HOUSTON, TX

MEP'S

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. 222203-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED April 30, 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. 222203-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED April 30, 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
CORPORATION
MEP

EXXONMOBIL OIL
SHIPPER

/s/: _____

CARL H HAGA

/s/:

Donald

Jackson

NAME: _____

NAME:

VP-COMMERCIAL

TITLE: _____

TITLE:

Carl Haga
Vice President, Commercial

EXHIBIT A
DATED April 30, 2026
EFFECTIVE DATE November 1, 2026

Company: EXXONMOBIL OIL CORPORATION

Contract No.: 222203-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. EMP-EOIT/MEP BENNINGTON BRYAN 20,000	BRYAN	OK	44438
2. HPL/MEP LAMAR 25,000	LAMAR	TX	44440
3. MIDSHIP/MEP BENNINGTON BRYAN 30,000	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 April 30, 2026
EFFECTIVE DATE November 1, 2026

Company: EXXONMOBIL OIL CORPORATION

Contract No.: 222203-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. DESTIN/MEP CLARK	CLARKE	MS	44450	25,000
2. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	50,000

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

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 April 30, 2026
EFFECTIVE November 1, 2026

NEGOTIATED RATE AGREEMENT

Company: ExxonMobil Oil Corporation
Contract No.: 222203-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2026 through October 31, 2029

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: \$ 8.6687 /Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 8.6688 /Dth of MDQand
- (c) Negotiated Base Commodity Rates:

\$N/A/Dth of MDQ. Shipper shall pay the maximum applicable commodity rate set forth in MEPs Tariff for service in Zone 1 and Zone 2.

1.3 Eligible Firm Transportation Quantity

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

1.4 Eligible Primary Receipt Points:

NAME (Dth/day)	PIN	Eligible Point (MDQ)
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HPL/MEP LAMAR	44440	25,000
MIDSHIP- Bennington	50502	30,000
EMP/EOIT Bennington	44438	20,000

1.5 Eligible Secondary Receipt Points

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

1.6 Eligible Primary Delivery Points:

NAME (Dth/day)	PIN	Eligible Point (MDQ)
(1) DESTIN/MEP Clarke	44450	25,000
TRNSCO/MEP DEL CHOCTAW	44451	50,000

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

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

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

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

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

Contract No. 222275-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED June 9, 2026 UNDER
SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: FLORIDA POWER & LIGHT COMPANY a END USER
2. MDQ totals: 75,000 Dth per Day.
3. TERM: November 1, 2026 through October 31, 2029.
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, 2026, and
 - (b) the date capacity to provide the service hereunder is available on MEP's System.Other:
7. SHIPPER'S ADDRESSES MEP'S ADDRESSES

FLORIDA POWER & LIGHT COMPANY MIDCONTINENT EXPRESS PIPELINE LLC
LISA GORMAN 1001 LOUISIANA STREET
700 UNIVERSE BLVD SUITE 1000
JUNO BEACH, FLORIDA 33408 HOUSTON, TEXAS 77002 ATTENTION: ACCOUNT
SERVICES

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. 222275-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 9, 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. 222275-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 9, 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
FERC Gas Tariff
Original Volume No. 2

Part 4.4
Contract No. 222275-FTSMEP
Version 3.0.0

MIDCONTINENT EXPRESS PIPELINE LLC FLORIDA POWER & LIGHT COMPANY MEP
SHIPPER

/s/:

/s/:

NAME:

TITLE:

Carl Haga

VP - Commercial
Carl Haga
Vice President, Commercial

NAME:

TITLE:

Michael Swartzell

VP, Ener_y Marketin_ & Tradin_

EXHIBIT A DATED June 9, 2026
EFFECTIVE DATE November 1, 2026

Company: FLORIDA POWER & LIGHT COMPANY

Contract No.: 222275-FTSMEP

Receipt Point(s):

MDQ

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

PRIMARY RECEIPT POINT(S):

1.	EMP-EOIT/MEP BENNINGTON BRYAN	BRYAN	OK	44438	25,000
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Issued On: October 29, 2026

Effective On: November 1, 2026

2. MIDSHIP/MEP BENNINGTON BRYAN BRYAN OK 50502 50,000

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 9, 2026
EFFECTIVE DATE November 1, 2026

Company: FLORIDA POWER & LIGHT COMPANY

Contract No.: 222275-FTSMEP

Delivery Point(s):

MDQ

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

PRIMARY DELIVERY POINT(S):

1. DESTIN/MEP CLARK CLARKE MS 44450 75,000

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

SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

Unless otherwise agreed 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 9, 2026
EFFECTIVE November 1, 2026 NEGOTIATED RATE AGREEMENT
Company: Florida Power & Light Company Contract No.: 222275 -FTSMEP

ARTICLE 1 NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2026, through October 31, 2029

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: \$ 8.821 /Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 8.821 /Dth of MDQ and
- (c) Negotiated Base Commodity Rates:

\$N/A/Dth of MDQ. Shipper shall pay the maximum applicable commodity rate set forth in MEPs Tariff for service in Zone 1 and Zone 2.

1.3 Eligible Firm Transportation Quantity
75,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:
NAME PIN Eligible Point (MDQ) (Dth/day)
MIDSHIP- Bennington 50502 50,000
EMP/EOIT Bennington 44438 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 primary path utilized for service hereunder, including pooling points.

1.6 Eligible Primary Delivery Points:

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

(1) DESTIN/MEP Clarke 44450 75,000

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

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

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

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

2.3 Additional Rates, Charges, and Surcharges. In addition to Negotiated Rates for Zone 1 and Zone 2 set forth in this Exhibit C, and unless otherwise expressly provided herein, Shipper shall also pay MEP all other applicable maximum rates, charges, surcharges, and penalties of any nature set forth in MEP's Tariff,

including without limitation all applicable (i) Fuel, booster fuel, and Gas Lost and Unaccounted For charges; (ii) authorized and unauthorized overrun charges; (iii) reservation surcharges; (iv) commodity charges and surcharges; and (v) ACA surcharges.

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>
TC Energy Marketing Inc. 1/	FTS	4/1/2026 through 3/31/2029	100,000	2/	2/	2/	2/
CitiGroup Energy Inc. 1/	FTS	11/1/2025 through 10/31/2027	15,000	2/	2/	2/	2/
<u>Castleton Commodities Merchant Trading L.P.</u>	<u>FTSPALS</u>	<u>11/1/2026 through 10/31/2029</u>	<u>20,000</u>	2/	2/	2/	2/
<u>Gunvor USA LLC</u> 1/		<u>5 through 5/31/2026</u>	<u>5,000</u>				
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.

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>
DTE Energy Trading, Inc. 1/	FTS	4/1/2024 through 3/31/2027	20,000	2/	2/	2/	2/
Gunvor USA LLC 1/	FTS	4/1/2024 through 3/31/2027	20,000	2/	2/	2/	2/
Mercuria Energy America, LLC 1/	FTS	4/1/2024 through 3/31/2027	25,000	2/	2/	2/	2/
Trafigura Trading, LLC 3/	FTS	4/1/2024 through 3/31/2027	50,000	2/	2/	2/	2/
<u>Citigroup Energy Inc. Colonial Energy, Inc. 1/</u>	<u>FTSPAL S</u>	<u>11/1/2026 through 10/31/2029</u> <u>8/1/2025 through 7/31/2026</u>	<u>20,000</u> 8,500	2/	2/	2/	2/
<u>Devon Gas Services, L.P. 1/</u>	<u>FTS</u>	<u>11/1/2026 through 10/31/2029</u>	<u>65,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
<u>DTE Energy Trading, Inc. 1/</u>	<u>FTS</u>	<u>11/1/2026 through 10/31/2029</u>	<u>40,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>

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

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>
JPMorgan Chase Bank, N.A. 1/ExxonMobil Oil Corporation 3/	FTS	<u>11/1/2026 through</u> <u>10/31/2029</u> 11/1/20	<u>10,000</u> 75 <u>,000</u>	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/
TC Energy Marketing Inc. 1/ARM Energy Management LLC 1/	FTS	<u>11/1/2026 through</u> <u>10/31/2029</u> 4/1/202	<u>10,000</u> 45 <u>,000</u>	2/	2/	2/	2/
Vitol Inc. 1/	FTS	<u>11/1/2026 through</u> <u>10/31/2029</u>	<u>50,000</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. ~~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.~~

STATEMENT OF NEGOTIATED RATE TRANSACTIONS
PURSUANT TO SECTION 30

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Term of Contract</u>	<u>Volume (Dth/d)</u>	<u>Reservation Charge(s)</u>	<u>Commodity Charge(s)</u>	<u>Primary Point(s) / PIN No(s).</u>	
						<u>Receipt</u>	<u>Delivery</u>
<u>ExxonMobil Oil</u> <u>Corporation 3/Gunvor-USA</u> <u>LLC 1/</u>	<u>FTSPAL</u> <u>S</u>	<u>11/1/2026 through</u> <u>10/31/2029</u> <u>5 through 6/30/2026</u>	<u>75,000</u> <u>10,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
<u>Gunvor USA LLC 1/</u>	<u>FTS</u>	<u>12/1/2025 through</u> <u>11/30/2027</u>	<u>15,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
<u>JPMorgan Chase Bank,</u> <u>N.A. 1/</u>	<u>FTS</u>	<u>12/1/2025 through</u> <u>10/31/2027</u>	<u>5,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
<u>Florida Power & Light</u> <u>Company 3/Gunvor-USA</u> <u>LLC 1/</u>	<u>FTSPAL</u> <u>S</u>	<u>11/1/2026 through</u> <u>10/31/2029</u> <u>5/1/2026 through 10/31/2026</u>	<u>75,000</u> <u>5,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
<u>Castleton Commodities</u> <u>Merchant Trading L.P. 1/</u>	<u>FTS</u>	<u>11/1/2026 through</u> <u>3/31/2027</u>	<u>25,000</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>

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

GENERAL TERMS AND CONDITIONS

38. NON-CONFORMING AGREEMENTS

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

38.1 Florida Power and Light Company, Transportation Rate Schedule FTS Agreement, Dated June ~~9~~¹⁶, 202~~6~~³ (Contract No. ~~220368222275~~-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 ~~Reserved for Future Use. 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~~^{April 30}, 2024 (Contract No. ~~221029222203~~-FTSMEP).

38.6 Reserved for Future Use.

38.7 Reserved for Future Use.

38.8 Reserved for Future Use.

38.9 Reserved for Future Use.

38.10 Reserved for Future Use.

38.11 Reserved for Future Use.

Contract No. 222306-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 30, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: DTE ENERGY TRADING, INC. a MARKETER
2. MDQ totals: 40,000 Dth per Day.
3. TERM: November 1, 2026 through October 31, 2029.
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, 2026, 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>DTE ENERGY TRADING, INC.</u>	<u>MIDCONTINENT EXPRESS PIPELINE</u>
<u>LLC</u>	
<u>ATTN: CONTRACT ADMINISTRATION</u>	<u>ATTENTION: ACCOUNT SERVICES</u>
<u>ONE ENERGY PLAZA</u>	<u>1001 LOUISIANA STREET</u>
<u>400 WCB</u>	<u>SUITE 1000</u>
<u>DETROIT, MI 48226</u>	<u>HOUSTON, TEXAS 77002</u>
<u>_____</u>	<u>Payments:</u>

	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. 222306-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 30, 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. 222306-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 30, 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
MEP

DTE ENERGY TRADING, INC.
SHIPPER

/s/: _____

/s/:

CARL H HAGA 1
Delden 2

Madeleine Van

NAME: _____ NAME: _____

VP-COMMERCIAL 3 *Jr Scheduler*

4

TITLE: _____ TITLE: _____

Carl Haga
Vice President, Commercial

EXHIBIT A
DATED June 30, 2026
EFFECTIVE DATE November 1, 2026

Company: DTE ENERGY TRADING, INC.

Contract No.: 222306-FTSMEP

Receipt Point(s):

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

PRIMARY RECEIPT POINT(S):

11/01/2026 - 10/31/2029					
1.	HPL/MEP LAMAR	LAMAR	TX	44440	
20,000					
2.	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 June 30, 2026
EFFECTIVE DATE November 1, 2026

Company: DTE ENERGY TRADING, INC.

Contract No.: 222306-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):

11/01/2026 - 10/31/2029

<u>1. TRNSCO/MEP DEL CHOCTAW</u>	<u>CHOCTAW</u>	<u>AL</u>	<u>44451</u>
<u>40,000</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 June 30, 2026
EFFECTIVE November 1, 2026

NEGOTIATED RATE AGREEMENT

Company: DTE ENERGY TRADING, INC.
Contract No.: 222306-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2026 through October 31, 2029

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: \$ 9.2771 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 9.2771 /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

40,000 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>
HPL/ MEP LAMAR	44440	20,000
MIDSHIP/MEP BENNINGTON BRYAN	50502	20,000

1.5 Eligible Secondary Receipt Points

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

1.6 Eligible Primary Delivery Points:

<u>NAME</u> <u>(MDQ) (Dth/day)</u>	<u>PIN</u>	<u>Eligible Point</u>
TRANSCO/MEP DEL CHOCTAW	44451	40,000

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.

Request Order RO No. 221707-
ROPMEP

PALS REQUEST ORDER FORM
AMENDMENT NO. 1 DATED July 31, 2025
TO REQUEST ORDER DATED July 25, 2025

Shipper: COLONIAL ENERGY, INC. Type of Service: Park X
Loan _____
Initiation Point Name(s) and PIN(s): MIDSHIP/MEP BENNINGTON BRYAN/50502 MAQ RO:
263,500 ** (Dth)
Completion Point Name(s) and PIN(s): MIDSHIP/MEP BENNINGTON BRYAN/50502 Minimum
Aggregate Quantity: 0
Term: Start August 1, 2025 End July 31, 2026 PALS Agreement #: 220378-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. 8/1/2025	8/31/2025	0	8,500	
2. 9/1/2025	6/30/2026			
3. 7/1/2026	7/31/2026		0	8,600

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
8/1/2025	8/28/2025	\$0.00000
8/29/2025	8/29/2025	\$0.04240
8/30/2025	8/31/2025	\$0.30000
9/1/2025	7/31/2026	\$0.00000

AMENDMENT #1

8/1/2025	8/28/2025	\$0.00000
8/29/2025	8/29/2025	\$0.04240
8/30/2025	8/31/2025	\$0.30000
9/1/2025	7/31/2026	\$0.00000

Service will be ON BEHALF OF:

X Shipper or
Other: _____ a _____

SHIPPER'S CONTACT AND ADDRESS

COLONIAL ENERGY, INC.
PATRICK PATTEN
3975 FAIR RIDGE DR STE T10N
FAIRFAX, VA 22033-2924

Phone: () _____ Fax: () _____

Other Conditions (if any):

~~** Volumes by Month: _____~~
~~Not Applicable~~

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC _____ COLONIAL ENERGY, INC.

/s/: _____ /s/: _____

CARL H HAGA _____ AMY WHEELER _____

NAME: _____ NAME: _____

VP-COMMERCIAL _____

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).

Contract No. 222285-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 16, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: JPMORGAN CHASE BANK, N.A. a OTHER
2. MDQ totals: 10,000 Dth per Day.
3. TERM: November 1, 2026 through October 31, 2029.
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, 2026, 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>
	<u>FOR WIRE TRANSFER:</u>

	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. 222285-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 16, 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. 222285-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 16, 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
MEP

JPMORGAN CHASE BANK, N.A.
SHIPPER

/s/: _____

/s/:

CARL H HAGA 1
Caperton 2

James

NAME: _____ NAME: _____

_____ VP-COMMERCIAL 3 _____ *Vice*

President 4

TITLE: _____ TITLE: _____

_____ Carl Haga
_____ Vice President, Commercial

EXHIBIT A
DATED June 16, 2026
EFFECTIVE DATE November 1, 2026

Company: JPMORGAN CHASE BANK, N.A.

Contract No.: 222285-FTSMEP

Receipt Point(s):

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

PRIMARY RECEIPT POINT(S):

<u>1.</u>	<u>MIDSHIP/MEP BENNINGTON BRYAN</u>	<u>BRYAN</u>	<u>OK</u>	<u>50502</u>	<u>10,000</u>
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SECONDARY RECEIPT POINT(S):

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

Receipt Pressure, Assumed Atmospheric Pressure

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

Rates

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

Fuel Gas and Unaccounted For Gas Percentages (%)

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

1/ (Specify monthly variations if applicable)

EXHIBIT B
DATED June 16, 2026
EFFECTIVE DATE November 1, 2026

Company: JPMORGAN CHASE BANK, N.A.

Contract No.: 222285-FTSMEP

Delivery Point(s):

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

PRIMARY DELIVERY POINT(S):

1. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	
10,000				

SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

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

1/ (Specify monthly variations if applicable)

2/ (Specify different delivery pressure if applicable)

EXHIBIT C
DATED June 16, 2026
EFFECTIVE November 1, 2026

NEGOTIATED RATE AGREEMENT

Company: JPMORGAN CHASE BANK
Contract No.: 222285-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2026 through October 31, 2029

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: \$ 9.2771 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 9.2771 /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

10,000 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	10,000
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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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TRANSCO/MEP DEL CHOCTAW	44451	10,000
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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.

Request Order RO No. 221799-ROPMEP

PALS REQUEST ORDER FORM

AMENDMENT NO. 1 DATED June 26, 2026

TO REQUEST ORDER DATED September 12, 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: 310,000 ** (Dth)

Completion Point Name(s) and PIN(s): MIDSHIP/MEP BENNINGTON BRYAN/50502
Minimum Aggregate Quantity: 0
Term: Start October 1, 2025 End June 30, 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.	10/1/2025	10/31/2025	0	10,000	
2.	6/1/2026	6/26/2026			0 10,500
3.	6/27/2026	6/30/2026			0 12,500

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
10/1/2025	10/29/2025	\$0.00000
10/30/2025	10/30/2025	\$0.14466
10/31/2025	10/31/2025	\$0.30000
11/1/2025	6/30/2026	\$0.00000

AMENDMENT #1	
6/27/2026	6/30/2026 \$0.00000

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

SHIPPER'S CONTACT AND ADDRESS

GUNVOR USA LLC
GREG HARRINGTON
600 Travis Street
Suite 6500
Houston, TX 77002

Phone: () Fax: ()

~~Other Conditions (if any):~~

~~** Volumes by Month: _____
Not Applicable~~

~~Agreed to by:~~

~~MIDCONTINENT EXPRESS PIPELINE LLC _____ GUNVOR USA LLC~~

~~/s/: _____ /s/: _____~~

~~1 CARL H HAGA _____ 2Tommy Wimmer _____
NAME: _____ NAME: _____~~

~~3bVP-COMMERCIAL _____ 4Natural Gas Scheduler _____
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).~~

Contract No. 222308-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 30, 2026
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: 20,000 Dth per Day.

3. TERM: November 1, 2026 through October 31, 2029.

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, 2026, 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>CASTLETON COMMODITIES MERCHANT TRADING L.P.</u>	<u>MIDCONTINENT</u>	<u>EXPRESS</u>
<u>PIPELINE LLC</u>		
<u>MATTHEW MARETT</u>	<u>ATTENTION:</u>	<u>ACCOUNT</u>
<u>SERVICES</u>		
<u>811 MAIN ST., STE 3500</u>	<u>1001 LOUISIANA STREET</u>	
<u>HOUSTON, TX 77002</u>	<u>SUITE 1000</u>	
	<u>HOUSTON, TEXAS 77002</u>	

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

8. Any or all of the following provisions may be included (where applicable) in the FTS or ITS Agreement and/or in any related Negotiated Rate, Negotiated Rate Formula or Discount contracts, if any:
- 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. 222308-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 30, 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. 222308-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 30, 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
MERCHANT TRADING L.P.

MEP

CASTLETON COMMODITIES

SHIPPER

/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 June 30, 2026
EFFECTIVE DATE November 1, 2026

Company: CASTLETON COMMODITIES MERCHANT TRADING L.P.

Contract No.: 222308-FTSMEP

Receipt Point(s):

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

PRIMARY RECEIPT POINT(S):

1.	EMP-EOIT/MEP BENNINGTON BRYAN	BRYAN	OK	44438
	20,000			

SECONDARY RECEIPT POINT(S):

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

Receipt Pressure, Assumed Atmospheric Pressure

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

Rates

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

Fuel Gas and Unaccounted For Gas Percentages (%)

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

1/ (Specify monthly variations if applicable)

EXHIBIT B
DATED June 30, 2026
EFFECTIVE DATE November 1, 2026

Company: CASTLETON COMMODITIES MERCHANT TRADING L.P.

Contract No.: 222308-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 June 30, 2026
EFFECTIVE November 1, 2026

NEGOTIATED RATE AGREEMENT

Company: CASTLETON COMMODITIES MERCHANT
Contract No.: 222308-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2026 through October 31, 2029

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: \$ 9.7333 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 9.7333 /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

40,000 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>
EMP-EOIT/MEP BENNINGTON BRYAN	44438	20,000

1.5 Eligible Secondary Receipt Points

Eligible Secondary Receipt Points. The Negotiated Rates for capacity shall apply to service provided on a firm basis from all secondary receipt points within the 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>
TRANSCO/MEP DEL CHOCTAW	44451	20,000

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

2.1 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.

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 — Min

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

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:

☒ Shipper or
☐ Other: a

SHIPPER'S CONTACT AND ADDRESS

GUNVOR USA LLC
GREG HARRINGTON
600 TRAVIS STREET
SUITE 6500
HOUSTON, TX 77002
Phone: () ————— Fax: () —————

Other Conditions (if any):

~~** Volumes by Month: _____~~
~~Not Applicable _____~~

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC _____ GUNVOR USA LLC

/s/: _____ /s/: _____

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).~~

Contract No. 222297-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 25, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: CITIGROUP ENERGY INC. a MARKETER
2. MDQ totals: 20,000 Dth per Day.
3. TERM: November 1, 2026 through October 31, 2029.
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, 2026, 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>CITIGROUP ENERGY INC.</u>	<u>MIDCONTINENT EXPRESS PIPELINE</u>
<u>LLC</u>	
<u>JAY BLAKE</u>	<u>ATTENTION: ACCOUNT SERVICES</u>
<u>2700 POST OAK</u>	<u>1001 LOUISIANA STREET</u>
<u>SUITE 400</u>	<u>SUITE 1000</u>
<u>HOUSTON, TX 77056</u>	<u>HOUSTON, TEXAS 77002</u>

_____ Payments:
_____ FOR WIRE TRANSFER:
_____ MIDCONTINENT EXPRESS PIPELINE
LLC

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

8. Any or all of the following provisions may be included (where applicable) in the FTS or ITS Agreement and/or in any related Negotiated Rate, Negotiated Rate Formula or Discount contracts, if any:
- 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. 222297-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 25, 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. 222297-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 25, 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
MEP

CITIGROUP ENERGY INC.
SHIPPER

/s/: _____

/s/:

REED 2
CARL H HAGA 1

KONNER

NAME: _____ NAME: _____

_____ VP-COMMERCIAL 3 _____ 4

TITLE: _____ TITLE: _____

_____ Carl Haga
_____ Vice President, Commercial

EXHIBIT A
DATED June 25, 2026
EFFECTIVE DATE November 1, 2026

Company: CITIGROUP ENERGY INC.

Contract No.: 222297-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	
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 June 25, 2026
EFFECTIVE DATE November 1, 2026

Company: CITIGROUP ENERGY INC.

Contract No.: 222297-FTSMEP

Delivery Point(s):

MDQ

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

PRIMARY DELIVERY POINT(S):

1. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	20,000
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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 25, 2026
EFFECTIVE November 1, 2026

NEGOTIATED RATE AGREEMENT

Company: CITIGROUP ENERGY INC.
Contract No.: 222297-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2026 through October 31, 2029

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: \$ 9.58125 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 9.58125 /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>PIN</u>	<u>Eligible Point (MDQ)</u>
<u>(Dth/day)</u>		

HPL/MEP LAMAR	44440	20,000
---------------	-------	--------

1.5 Eligible Secondary Receipt Points

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

1.6 Eligible Primary Delivery Points:

<u>NAME</u> <u>(MDQ) (Dth/day)</u>	<u>PIN</u>	<u>Eligible Point</u>
TRANSCO/MEP DEL CHOCTAW	44451	20,000

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

2.1 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. 222162-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED March 27, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. ~~SHIPPER is: ARM ENERGY MANAGEMENT LLC a MARKETER~~
2. ~~MDQ totals: 15,000 Dth per Day.~~
3. ~~TERM: April 1, 2026 through October 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) April 1, 2026, and~~
~~_____ (b) the date capacity to provide the service hereunder is available on MEP's System.~~
~~_____ Other:~~

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

~~_____ ARM ENERGY MANAGEMENT LLC _____ MIDCONTINENT EXPRESS PIPELINE
LLC
_____ 20329 STATE HIGHWAY 249 _____ ATTENTION: ACCOUNT SERVICES
_____ SUITE 450 _____ 1001 LOUISIANA STREET
_____ HOUSTON, TX 77070 _____ SUITE 1000
_____ HOUSTON, TEXAS 77002

_____ Payments:
_____ FOR WIRE TRANSFER:
_____ MIDCONTINENT EXPRESS PIPELINE
LLC

_____ JPMORGAN CHASE NEW YORK, NY
10004

_____ ABA # 021 000 021
_____ ACCOUNT # 216 872 553~~

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

a. (DISCOUNTED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff
Rates. _____ Notwithstanding any other provision of this Agreement, in no event shall
a discounted rate billed by MEP be less than the applicable minimum rate or more than the
applicable maximum rate set forth in MEP's FERC Gas Tariff, as may be revised from time
to time.~~

Contract No. 222162-FTSMEP

~~MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED March 27, 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. 222162-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED March 27, 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 ~~—~~ ARM ENERGY MANAGEMENT
LLC

~~—~~ MEP ~~—~~ SHIPPER

/s/: _____ /s/: _____

~~—~~ CARL H HAGA 1 ~~—~~ Kyle

NAME: _____ NAME: _____

VP-COMMERCIAL 3 4

TITLE: TITLE:

Carl Haga
Vice President, Commercial

EXHIBIT A
DATED March 27, 2026
EFFECTIVE DATE April 1, 2026

Company: ~~ARM ENERGY MANAGEMENT LLC~~

Contract No.: ~~222162-FTSMEP~~

Receipt Point(s):

MDQ

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

PRIMARY RECEIPT POINT(S):

1. ~~MIDSHIP/MEP BENNINGTON BRYAN~~ ~~BRYAN~~ ~~OK~~ ~~50502~~
~~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 ~~March 27, 2026~~
EFFECTIVE DATE ~~April 1, 2026~~

Company: ~~ARM ENERGY MANAGEMENT LLC~~

Contract No.: ~~222162-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 _____
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 March 26, 2026~~
~~EFFECTIVE April 1, 2026~~

~~NEGOTIATED RATE AGREEMENT~~

~~Company: ARM ENERGY MANAGEMENT LLC~~
~~Contract No.: 222162-FTSMEP~~

~~ARTICLE 1~~
~~NEGOTIATED RATE PARAMETERS~~

~~1.1 Negotiated Rate Term: From April 1, 2026 through October 31, 2026~~

~~1.2 Negotiated Rates:~~

~~Negotiated Rates for Zones 1, as such Zones are defined in MEP's FERC Gas Tariff, as may be revised from time to time ("Tariff"):~~

- ~~(a) Shipper shall pay a daily negotiated reservation rate equal to the greater of:
\$0.065 per Dth per day; or
\$0.065 per Dth per day plus an amount equal to seventy percent (70%) of
any positive spread in excess of \$0.065, where such spread is calculated as:~~
- ~~(b) The Daily Delivery Index Price minus ([Daily Receipt Index Price plus a
mutually agreeable daily adder] multiplied by (1 + Transporter's Fuel Gas
and Unaccounted For Gas for the applicable Zone 1-1 transportation path));
minus MEP's Base Commodity Rate for the applicable Zone 1-1
transportation path.~~
- ~~(c) 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.~~
- ~~(d) 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.~~
- ~~(e) The Mutually Agreeable Daily Adder for each applicable day Shall be based
on the daily Bennington traded midpoint.~~
- ~~(f) 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.~~
- ~~(g) Shipper shall pay a fixed negotiated commodity rate equal to MEP's general system Base Commodity Rate for the applicable rate zones for transportation service under Rate Schedule FTS as set forth in Transporter's Tariff.~~
- ~~(h) The rates stated shall also apply to transportation service from all secondary receipt points to all secondary delivery~~

1.3 — Eligible Firm Transportation Quantity

15,000 Dth per day in Zone 1

1.4 — Eligible Primary Receipt Points:

NAME	PIN	Eligible Point (MDQ)
(Dth/day)		
MIDSHIP/MEP BENNINGTON BRYAN	50502	15,000

1.5 — Eligible Secondary Receipt Points

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

1.6 — Eligible Primary Delivery Points:

NAME	PIN	Eligible Point
(MDQ) (Dth/day)		
COL GULF/MEP PERRYVILLE MADISON	44445	15,000

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 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: (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 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. 221951-FTSMEP

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

1. SHIPPER is: DEVON GAS SERVICES, L.P. a MARKETER

2. MDQ totals: 65,000 Dth per Day.

3. TERM: November 1, 2026 through October 31, 2029.

ROFR Rights In accordance with Section 16.3 of the General Terms and Conditions of MEP's FERC Gas Tariff, Shipper shall have a contractual right-of first refusal to retain capacity under this Transportation Agreement upon expiration of the Primary Term. To effectuate Shipper's exercise of this right, MEP and Shipper shall follow the Right of First Refusal process contained in Section 16.2 of MEP's Tariff, except that MEP will not deem a bid unacceptable solely on the basis that the rate set forth therein is less than the applicable maximum rate for such service.

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, 2026, and

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

Other:

7. SHIPPER'S ADDRESSES

MEP'S

DEVON GAS SERVICES, L.P.

MIDCONTINENT EXPRESS PIPELINE

LLC

BRANDON GUDERIAN

ATTENTION: ACCOUNT SERVICES

333 West Sheridan Avenue

1001 LOUISIANA STREET

Midcontinent Express Pipeline LLC
Original Volume No. 2

<u>Oklahoma City, OK 73102-5010</u>	<u>SUITE 1000</u>
	<u>HOUSTON, TEXAS 77002</u>
	Payments:
	FOR WIRE TRANSFER:
<u>LLC</u>	<u>MIDCONTINENT EXPRESS PIPELINE</u>
<u>10004</u>	<u>JPMORGAN CHASE NEW YORK, NY</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:

Contract No. 221951-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED December 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. 221951-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED December 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

DEVON GAS SERVICES, L.P.

MEP

SHIPPER

/s/: _____

/s/: _____

CARL H HAGA

Tatum Brewster

2

NAME: _____

NAME: _____

VP-COMMERCIAL 3

Scheduling

Professional 4

TITLE: _____

TITLE: _____

Carl Haga

Vice President, Commercial

EXHIBIT A
DATED December 30, 2025
EFFECTIVE DATE November 1, 2026

Company: DEVON GAS SERVICES, L.P.

Contract No.: 221951-FTSMEP

Receipt Point(s):

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

PRIMARY RECEIPT POINT(S):

<u>1.</u>	<u>MIDSHIP/MEP BENNINGTON BRYAN</u>	<u>BRYAN</u>	<u>OK</u>	<u>50502</u>
<u>65,000</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

Midcontinent Express Pipeline LLC
Original Volume No. 2

for Unaccounted For Gas unless MEP and Shipper mutually agree on monetary reimbursement.

1/ (Specify monthly variations if applicable)

EXHIBIT B
DATED December 30, 2025
EFFECTIVE DATE November 1, 2026

Company: DEVON GAS SERVICES, L.P.

Contract No.: 221951-FTSMEP

Delivery Point(s):

<u>MDQ</u>				
<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>65,000</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 December 30, 2025
EFFECTIVE November 1, 2026

NEGOTIATED RATE AGREEMENT

Company: Devon Gas Services LP.
Contract No.: 221951-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2026, through October 31, 2029.

1.2 Negotiated Rates:

A. Negotiated Rates for Zones 1 and 2, as such Zones are defined in MEP's FERC Gas Tariff, as may be revised from time to time ("Tariff"):

(a) Negotiated Monthly Base Reservation Rate for Zone 1: \$9.125/Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$9.125/Dth of MDQ

(c) Negotiated Base Commodity Rates: N/A

Shipper shall pay the maximum applicable commodity rate set forth in MEPs Tariff for service in Zone 1 and Zone 2.

1.3 Eligible Firm Transportation Quantity

65,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:

as set forth in Exhibit A, unless otherwise listed herein

1.5 Eligible Secondary Receipt Points

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

1.6 Eligible Primary Delivery Points:

as set forth in Exhibit B, unless otherwise listed herein

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

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

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

responsible for and pay to MEP the amount attributable to such Discountable Third Party Surcharge(s) which MEP is responsible for paying and remitting to the FERC and/or third party.

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

~~Request Order RO No. 222202-ROPMEP~~
PALS REQUEST ORDER FORM
DATED April 29, 2026

Shipper: GUNVOR USA LLC Type of Service: Park X ~~Loan~~.
Initiation Point Name(s) and PIN(s): MIDSHIP/MEP BENNINGTON BRYAN/50502 ~~MAQ~~
RO: 155,000 ** (Dth)
Completion Point Name(s) and PIN(s): MIDSHIP/MEP BENNINGTON BRYAN/50502
Minimum Aggregate Quantity: 0.
Term: Start May 1, 2026 End October 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. 5/1/2026 5/31/2026 0 5,000

2. 10/1/2026 10/31/2026 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~~

Midcontinent Express Pipeline LLC
Original Volume No. 2

5/1/2026	5/29/2026	\$0.00000
5/30/2026	5/30/2026	\$0.02066
5/31/2026	5/31/2026	\$0.30000
6/1/2026	10/31/2026	\$0.00000

~~Service will be ON BEHALF OF:~~

X Shipper or

Other: _____ a _____

~~SHIPPER'S CONTACT AND ADDRESS~~

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/: _____

CARL H HAGA

NAME: _____ NAME: _____

~~VP-COMMERCIAL~~ ~~Regional Head of Operations~~

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).~~

Contract No. 222276-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 9, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: TC ENERGY MARKETING INC. a MARKETER
2. MDQ totals: 10,000 Dth per Day.
3. TERM: November 1, 2026 through October 31, 2029.

In accordance with Section 16.3 of the General Terms and Conditions ("GT&C") of MEP's FERC Gas Tariff (as may be revised from time to time, the "Tariff"), firm service to Shipper hereunder will extend automatically one time beyond the Initial Term for two years, at the existing MDQ and at the maximum applicable rates set forth in MEP's Tariff (the "Automatic Extension"), unless no later than October 31, 2028, either (i) Shipper elects by written notice to MEP for the Agreement to expire, in which case the Agreement will expire at the end of the Initial Term, or (ii) Shipper and MEP agree in writing to continue firm service under mutually agreeable conditions, including the rate, MDQ, and term (the "Contractual Extension").

The terms of firm service that continue pursuant to the Automatic Extension or the Contractual Extension, as applicable, shall be set forth in a subsequent service agreement in the form required by MEP's Tariff. Any such service agreement that is eligible for the Right of First Refusal ("ROFR") process set forth in Section 16.2 of the GT&C of MEP's Tariff shall provide that in lieu of conducting the ROFR process, Shipper and MEP may agree in writing to continue firm service under mutually agreeable conditions, including the rate, MDQ, and term (an "Additional Contractual Extension"), provided that such agreement is reached no later than seven (7) days before the date MEP is required to submit its initial ROFR notice to the Shipper in accordance with Section 16.2(b) of the GT&C of the Tariff.

Any Additional Contractual Extension agreement that is eligible for the ROFR process contained in the Tariff shall provide that in lieu of conducting the ROFR process, Shipper and MEP may agree in writing to continue firm service under mutually agreeable conditions, including the rate, MDQ, and term, provided that such agreement is reached no later than seven (7) days before the date MEP is required to submit its initial ROFR notice to the Shipper in accordance with Section 16.2(b) of the GT&C of the Tariff.

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
☒ 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, 2026, and
_____ (b) the date capacity to provide the service hereunder is available on MEP's System.
_____ Other:

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

_____ TC ENERGY MARKETING INC.	_____ MIDCONTINENT EXPRESS PIPELINE
LLC	
_____ 700 LOUISIANA STREET, SUITE 1300	_____ ATTENTION: ACCOUNT SERVICES
_____ HOUSTON, TX 77002	_____ 1001 LOUISIANA STREET
_____	_____ SUITE 1000
_____	_____ HOUSTON, TEXAS 77002

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

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

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

- c. (DISCOUNTED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to _____ Shipper any amounts collected for service to which the discounted rate(s) apply, unless the relevant discounted rate billed to Shipper exceeds the corresponding applicable effective maximum rates set forth in MEP's FERC Gas Tariff, as approved by the FERC from time to time.
- d. (NEGOTIATED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to _____ Shipper any amounts collected for service to which the Negotiated Rates or rates under a Negotiated Rate Formula apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.
- e. (NEGOTIATED RATE AGREEMENTS ONLY) Shipper and MEP understand and agree that this Agreement _____ shall be subject to any and all applicable conditions precedent under MEP's FERC Gas Tariff and the regulations and policies of the FERC, including without limitation any requirements for MEP to file for and receive FERC approval of the Negotiated Rates.
- f. Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the relevant address set forth in the Transportation Agreement, as may be revised from time to time.
- g. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either MEP or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed a waiver of any other breach or default.

Contract No. 222276-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 9, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

- h. Succession and Assignment. In the event any entity succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Shipper, such entity shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement. No other assignment of the Agreement nor of any of the individual rights or obligations hereunder by Shipper shall be effective as to MEP without the prior express written consent of MEP. The Agreement may be assigned by MEP to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, which shall include Kinder Morgan Energy Partners, LP or any affiliate of Kinder Morgan Energy Partners, LP.
- i. No Third Party Beneficiaries. This Agreement shall not create any rights in any third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than MEP or Shipper.
- j. Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission.
- k. Effect of Tariff. This Agreement shall at all times be subject to all applicable provisions of MEP's FERC Gas Tariff. In the event of any conflict between this Agreement and the terms of Rate Schedule FTS and ITS, the terms of this Agreement shall govern as to the point of conflict.
- l. GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.
- m. Entire Agreement. This Agreement contains the entire agreement between MEP and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Agreement shall be effective unless agreed upon in a written instrument executed by MEP and Shipper which expressly refers to this Agreement.
- 9. The above-stated Rate Schedule, as revised from time to time, controls this Agreement and is incorporated herein. The attached Exhibits A and B (for firm service only), and C (if

applicable), are a part of this Agreement. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF TEXAS, AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT. This Agreement states the entire agreement between the parties and no waiver, representation, or agreement shall affect this Agreement unless it is in writing. Shipper shall provide the actual end user purchaser name(s) to MEP if MEP must provide them to the FERC.

Contract No. 222276-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 9, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC	TC ENERGY MARKETING INC.
MEP	SHIPPER

/s/: _____ /s/: _____

CARL H HAGA 1 Lisa Trofholz

2
NAME: _____ NAME: _____

VP-COMMERCIAL 3 Gas Scheduler

4
TITLE: _____ TITLE: _____

Carl Haga
Vice President, Commercial

EXHIBIT A
DATED June 9, 2026
EFFECTIVE DATE November 1, 2026

Company: TC ENERGY MARKETING INC.

Contract No.: 222276-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	
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 June 9, 2026
EFFECTIVE DATE November 1, 2026

Company: TC ENERGY MARKETING INC.

Contract No.: 222276-FTSMEP

Delivery Point(s):

MDQ

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

PRIMARY DELIVERY POINT(S):

1. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	10,000
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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 9, 2026
EFFECTIVE November 1, 2026

NEGOTIATED RATE AGREEMENT

Company: TC ENERGY MARKETING INC.
Contract No.: 222276-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2026 through October 31, 2029

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: \$ 9.2771 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 9.2771 /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

10,000 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>		

MIDSHIP/MEP BENNINGTON BRYAN	50502	10,000
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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>
TRANSCO/MEP DEL CHOCTAW	44451	10,000

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. 222277-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 9, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: VITOL INC. a MARKETER
2. MDQ totals: 50,000 Dth per Day.
3. TERM: November 1, 2026 through October 31, 2029.
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, 2026, 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>VITOL INC.</u> | <u>MIDCONTINENT EXPRESS PIPELINE</u> |
| <u>LLC</u> | |
| <u>MATT MONDAY</u> | <u>ATTENTION: ACCOUNT SERVICES</u> |
| <u>3425 West Alabama Street</u> | <u>1001 LOUISIANA STREET</u> |
| <u>HOUSTON, TX 77027</u> | <u>SUITE 1000</u> |
| | <u>HOUSTON, TEXAS 77002</u> |
| <u>_____</u> | |
| <u>_____</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

Contract No. 222277-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 9, 2026
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. 222277-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 9, 2026
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:

<u>MIDCONTINENT EXPRESS PIPELINE LLC</u>	<u>VITOL INC.</u>
<u>MEP</u>	<u>SHIPPER</u>

/s/: _____ /s/: _____

<u>CARL H HAGA 1</u>	<u>QI SONG 2</u>
<u>NAME:</u> _____	<u>NAME:</u> _____

<u>VP-COMMERCIAL 3</u>	<u>TRADER</u>
<u>ASSISTANT 4</u>	
<u>TITLE:</u> _____	<u>TITLE:</u> _____

<u>Carl Haga</u>
<u>Vice President, Commercial</u>

EXHIBIT A
DATED June 9, 2026
EFFECTIVE DATE November 1, 2026

Company: VITOL INC.

Contract No.: 222277-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	
50,000					

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 9, 2026
EFFECTIVE DATE November 1, 2026

Company: VITOL INC.

Contract No.: 222277-FTSMEP

Delivery Point(s):

MDQ

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

PRIMARY DELIVERY POINT(S):

1. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	
50,000				

SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

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

1/ (Specify monthly variations if applicable)

2/ (Specify different delivery pressure if applicable)

EXHIBIT C
DATED June 9, 2026
EFFECTIVE November 1, 2026

NEGOTIATED RATE AGREEMENT

Company: VITOL INC.
Contract No.: 222277-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2026 through October 31, 2029

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: \$ 9.2771 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 9.2771 /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

50,000 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>		

MIDSHIP/MEP BENNINGTON BRYAN	50502	50,000
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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
TRANSCO/MEP DEL CHOCTAW	44451	50,000

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. 222423-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED September 28, 2026
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, 2026 through March 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, 2026, 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>CASTLETON COMMODITIES MERCHANT TRADING L.P.</u>	<u>MIDCONTINENT</u>	<u>EXPRESS</u>
<u>PIPELINE LLC</u>		
<u>MATTHEW MARETT</u>	<u>ATTENTION: ACCOUNT SERVICES</u>	
<u>811 MAIN ST., STE 3500</u>	<u>1001 LOUISIANA STREET</u>	
<u>HOUSTON, TX 77002</u>	<u>SUITE 1000</u>	
	<u>HOUSTON, TEXAS 77002</u>	

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

8. Any or all of the following provisions may be included (where applicable) in the FTS or ITS Agreement and/or in any related Negotiated Rate, Negotiated Rate Formula or Discount contracts, if any:
- 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. 222423-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED September 28, 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. 222423-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED September 28, 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
MERCHANT TRADING L.P.
MEP

CASTLETON COMMODITIES
SHIPPER

/s/: _____

/s/: _____

ROB R PERKINS 1 Khushaal
Thakkar 2

NAME: _____ NAME: _____

3 Natural Gas
Scheduler 4

TITLE: _____ TITLE: _____

Rob Perkins
Vice President, Commercial

EXHIBIT A
DATED September 28, 2026
EFFECTIVE DATE November 1, 2026

Company: CASTLETON COMMODITIES MERCHANT TRADING L.P.

Contract No.: 222423-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 28, 2026
EFFECTIVE DATE November 1, 2026

Company: CASTLETON COMMODITIES MERCHANT TRADING L.P.

Contract No.: 222423-FTSMEP

Delivery Point(s):

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

PRIMARY DELIVERY POINT(S):

1. SNG/MEP SMITH	SMITH	MS	44449	
25,000				

SECONDARY DELIVERY POINT(S):

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 October 5, 2026
EFFECTIVE November 1, 2026

NEGOTIATED RATE AGREEMENT

Company: Castleton Commodities Merchant
Contract No.: 222423-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2026 through March 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: \$ 13.3046 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 13.3046 /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)
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HPL/MEP LAMAR	44440	25,000
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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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SNG/MEP SMITH	44451	25,000
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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.

~~Reserved for Future Use~~ Contract No. 220368-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED ~~June 16, 2023~~
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. ~~SHIPPER is: FLORIDA POWER AND LIGHT COMPANY a OTHER~~
2. ~~MDQ totals: 75,000 Dth per Day. (Specify any seasonal and/or variable terms and quantities).~~
3. ~~TERM: November 1, 2023 through October 31, 2026.~~
~~[Specify contractual rollover rights or evergreen rights or seasonal or other variable term rights, if any] _____~~
4. ~~Service will be ON BEHALF OF:~~
~~☒ Shipper or~~
~~_____ Other: a _____~~
5. ~~The ULTIMATE END USERS are (check one):~~
~~_____~~
~~_____ customers of the following LDC/pipeline company(ies): _____~~
~~_____ customers in these states: _____; or~~
~~☒ customers within any state in the continental U.S.~~
6. ~~_____ This Agreement supersedes and cancels a Agreement dated _____~~
~~_____ Capacity rights for this Agreement were released from _____~~
~~☒ [for firm service only] Service and reservation charges commence the _____ later of:~~
~~_____ (a) November 1, 2023, and~~
~~_____ (b) the date capacity to provide the service hereunder is available on MEP's System.~~
~~_____ Other: _____~~

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

FLORIDA POWER AND LIGHT COMPANY	MIDCONTINENT EXPRESS PIPELINE LLC
	ATTENTION: ACCOUNT SERVICES
	1001 LOUISIANA STREET
	SUITE 1000
	HOUSTON, TEXAS 77002
	Payments:
	FOR WIRE TRANSFER:
	MIDCONTINENT EXPRESS PIPELINE LLC
	JPMORGAN CHASE NEW YORK, NY 10004
	ABA # 021 000 021
	ACCOUNT # 216 872 553

- ~~8. Any or all of the following provisions may be included (where applicable) in the FTS or ITS Agreement and/or in any related Negotiated Rate, Negotiated Rate Formula or Discount contracts, if any:~~
- ~~a. (DISCOUNTED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Notwithstanding any other provision of this Agreement, in no event shall a discounted rate billed by MEP be less than the applicable minimum rate or more than the applicable maximum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.~~
 - ~~b. (NEGOTIATED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Unless otherwise expressly provided in this Agreement, the Negotiated Rates or rates under a Negotiated Rate Formula shall apply to service provided by MEP to Shipper for the term of the Agreement notwithstanding any otherwise applicable maximum or minimum rates set forth in MEP's FERC Gas Tariff as may be revised from time to time.~~
 - ~~c. (DISCOUNTED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the discounted rate(s) apply, unless the relevant discounted rate billed to Shipper exceeds the corresponding applicable effective maximum rates set forth in MEP's FERC Gas Tariff, as approved by the FERC from time to time.~~
 - ~~d. (NEGOTIATED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the Negotiated Rates or rates under a Negotiated Rate Formula apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.~~

Contract No. 220368-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 16, 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. 220368-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 16, 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 — FLORIDA POWER AND LIGHT COMPANY~~
~~— MEP — SHIPPER~~

/s/: _____ /s/: _____

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

Carl Haga
Vice President, Commercial

EXHIBIT A
DATED June 16, 2023
EFFECTIVE DATE November 1, 2023

Company: ~~FLORIDA POWER AND LIGHT COMPANY~~

Contract No.: ~~220368-FTSMEP~~

Receipt Point(s):
[FTS Only]

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

1. EMP EOIT/MEP BENNINGTON BRYAN	BRYAN	OK	44438	25,000
2. MIDSHIP/MEP BENNINGTON BRYAN	BRYAN	OK	50502	50,000

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 16, 2023
EFFECTIVE DATE November 1, 2023

Company: ~~FLORIDA POWER AND LIGHT COMPANY~~

Contract No.: ~~220368-FTSMEP~~

Delivery Point(s):
[FTS Only]

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

1. DESTIN/MEP CLARKE	CLARKE	MS	44450	75,000	
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1/ MEP's obligations hereunder to make firm deliveries of gas to Shipper at the DESTIN/MEP CLARKE delivery point are contingent upon Destin Pipeline Company, LLC maintaining an operating pressure at said point of 950 pounds per square inch (psig) or less.

SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

~~Unless otherwise agreed 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 16, 2023
EFFECTIVE DATE: November 1, 2023

COMPANY: Florida Power and Light Company
CONTRACT: 220368-FTSMEP

ARTICLE 1
DISCOUNT PARAMETERS

1.1 Discount Term: From November 1, 2023 through October 31, 2026.

1.2 Transportation Agreement: Rate Schedule FTS, Agreement No. 220368-FTSMEP, dated June 16, 2023, with a Contract MDQ as follows:

Seventy Five Thousand (75,000) Dth /day

1.3 Discounted Monthly Base Reservation Rate:

\$15.208/Dth of MDQ per month of MDQ in Zones 1 and 2 on MEP

Zone 1: \$7.604

Zone 2: \$7.604

(Totaling \$.50/dth/day on a 100% load factor basis)

1.4 Discounted Firm Transportation Quantity:

Seventy Five Thousand (75,000) Dth /day

1.5 Discounted Primary Receipt Points: 44438

		DISCOUNTED POINT	
NAME	PIN	MDQ (Dth/d.)	
EMP-EOIT/MEP Bennington Bryan	44438	25,000	
MIDSHIP/MEP Bennington Bryan	50502	50,000	

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>
DESTIN/MEP Clarke	44450	75,000

~~1/~~ MEP's obligations hereunder to make firm deliveries of gas to Shipper at the DESTIN/MEP CLARKE delivery point are contingent upon Destin Pipeline Company, LLC maintaining an operating pressure at said point of 950 pounds per square inch (psig) or less.

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

ARTICLE 2

DISCOUNT TERMS AND CONDITIONS; OTHER CHARGES

- ~~2.1~~ General Discount Limitations The Discounted Monthly Base Reservation Rate shall apply only to: (i) service provided to Shipper by MEP under the Transportation Agreement from the Discounted Receipt Points to the Discounted Delivery Points during the Discount Term; and (ii) a maximum daily firm transportation quantity equal to the Discounted Firm Transportation Quantity set forth in Section 1.4 above, for all quantities transported on a firm basis under the Transportation Agreement and any associated capacity release replacement agreements. Shipper shall be charged all applicable maximum rates, charges, and surcharges set forth in MEP's FERC Gas Tariff, as may be revised from time to time, for any aggregate quantities transported on a firm basis for Shipper and any associated capacity release replacement shippers which: (i) are in excess of the Discounted Firm Transportation Quantity, or (ii) involve any receipt or delivery points which are not Discounted Receipt or Delivery Points.
- ~~2.2~~ Discountable Third Party Surcharges From time to time, certain reservation and/or commodity surcharges may be approved by the FERC for inclusion in MEP's FERC Gas Tariff which MEP is: (i) required to collect from Shipper and remit to the FERC or to another third party; and (ii) permitted to discount the amount of such surcharge from the applicable maximum rate set forth in MEP's FERC Gas Tariff ("Discountable Third Party Surcharges"). MEP shall discount any particular Discountable Third Party Surcharge to the maximum extent permitted under the provisions of MEP's FERC Gas Tariff. Shipper shall only be responsible for payment to MEP of any portion of such Discountable Third Party Surcharge which MEP is not permitted to discount and for which MEP bills Shipper. There are no applicable Discountable Third Party Surcharges; provided, however, to the extent any Discountable Third Party Surcharge is approved by the FERC for inclusion in MEP Tariff during the term hereof, MEP shall discount such Discountable Third Party Surcharge(s) to the maximum extent permitted under the provisions of its FERC Gas Tariff but not below the amount of such Discountable Third Party Surcharge(s) that MEP is required to remit. Accordingly, Shipper shall be responsible for and pay to MEP the amount attributable to such Discountable Third Party Surcharge(s) which MEP is responsible for paying and remitting to the FERC and/or third party.

~~2.3 — **Applicable Maximum Rates, Charges, and Surcharges** Unless otherwise expressly provided in this Agreement or agreed to in writing by MEP, all applicable maximum rates, charges, surcharges, and penalties of any nature set forth in MEP's FERC Gas Tariff, as may be revised from time to time, shall apply to service provided to Shipper under the Transportation Agreement, including without limitation all applicable: (i) Fuel, booster fuel, and Gas Lost and Unaccounted For charges; (ii) authorized and unauthorized overrun charges; (iii) reservation surcharges; (iv) commodity charges and surcharges; and (v) ACA surcharges.~~

Reserved for Future Use

Contract No. 220376-FTSMEP

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

Agreement is amended:

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

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

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

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC _____ DEVON GAS SERVICES, L.P.
~~MEP~~ _____ ~~SHIPPER~~

/s/: _____ /s/: _____

_____ 1 _____ CARL H HAGA _____ 2 Tatum

~~Brewster~~
NAME: _____ NAME: _____

~~3 VP-COMMERCIAL 4Scheduling Professional~~
TITLE: _____ TITLE: _____

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

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

Company: ~~DEVON GAS SERVICES, L.P.~~

Contract No.: 220376-FTSMEP

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

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

PRIMARY RECEIPT POINT(S):

	<u>11/01/2024</u>	<u>10/31/2026</u>		
1. <u>MIDSHIP/MEP BENNINGTON BRYAN</u>	<u>BRYAN</u>	<u>OK</u>	<u>50502</u>	
	<u>65,000</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: September 12, 2024
EFFECTIVE DATE November 1, 2024

Company: ~~DEVON GAS SERVICES, L.P.~~

Contract No.: 220376-FTSMEP

Delivery Point(s):

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

PRIMARY DELIVERY POINT(S):

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

~~1/ MEP's obligations hereunder to make firm deliveries of gas to Shipper at the DESTIN/MEP CLARKE delivery point are contingent upon Destin Pipeline Company, LLC maintaining an operating pressure at said point of 950 pounds per square inch (psig) or less.~~

SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

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

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

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

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

ARTICLE 1
DISCOUNT PARAMETERS

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

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

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

1.3 ~~**Discounted Monthly Base Reservation Rate:**~~

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

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

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

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

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

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

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

		DISCOUNTED
		POINT
NAME	PIN	MDQ (Dth/d.)

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

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

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

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

~~1/~~ MEP's obligations hereunder to make firm deliveries of gas to Shipper at the DESTIN/MEP CLARKE delivery point are contingent upon Destin Pipeline Company, LLC maintaining an operating pressure at said point of 950 pounds per square inch (psig) or less.

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

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

ARTICLE 2
DISCOUNT TERMS AND CONDITIONS; OTHER CHARGES

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

~~2.2~~ **Discountable Third Party Surcharges** From time to time, certain reservation and/or commodity surcharges may be approved by the FERC for inclusion in MEP's FERC Gas Tariff which MEP is: (i) required to collect from Shipper and remit to the FERC or to another third party; and (ii) permitted to discount the amount of such surcharge from the applicable maximum rate set forth in MEP's FERC Gas Tariff ("Discountable Third Party Surcharges"). MEP shall discount any particular Discountable Third Party Surcharge to the maximum extent permitted under the provisions of MEP's FERC Gas Tariff. Shipper shall only be responsible for payment to MEP of any portion of such Discountable Third Party Surcharge which MEP is not permitted

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

~~2.3 Applicable Maximum Rates, Charges, and Surcharges Unless otherwise expressly provided in this Agreement or agreed to in writing by MEP, all applicable maximum rates, charges, surcharges, and penalties of any nature set forth in MEP's FERC Gas Tariff, as may be revised from time to time, shall apply to service provided to Shipper under the Transportation Agreement, including without limitation all applicable: (i) Fuel, booster fuel, and Gas Lost and Unaccounted For charges; (ii) authorized and unauthorized overrun charges; (iii) reservation surcharges; (iv) commodity charges and surcharges; and (v) ACA surcharges.~~

Contract No. 222203-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED April 30, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: EXXONMOBIL OIL CORPORATION a PRODUCER
2. MDQ totals: 75,000 Dth per Day.
3. TERM: November 1, 2026 through October 31, 2029.
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, 2026, 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>EXXONMOBIL OIL CORPORATION</u>	<u>MIDCONTINENT EXPRESS PIPELINE</u>
<u>LLC</u>	
<u>DONALD JACKSON</u>	<u>ATTENTION: ACCOUNT SERVICES</u>
<u>HOUSTON, TX</u>	<u>1001 LOUISIANA STREET</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>	

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. 222203-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED April 30, 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. 222203-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED April 30, 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
CORPORATION
MEP

EXXONMOBIL OIL
SHIPPER

/s/: _____ /s/: _____

CARL H HAGA 1

Donald

Jackson 2

NAME: _____ NAME: _____

VP-COMMERCIAL 3 _____ 4

TITLE: _____ TITLE: _____

Carl Haga

Vice President, Commercial

EXHIBIT A
DATED April 30, 2026
EFFECTIVE DATE November 1, 2026

Company: EXXONMOBIL OIL CORPORATION

Contract No.: 222203-FTSMEP

Receipt Point(s):

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

PRIMARY RECEIPT POINT(S):

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

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 April 30, 2026
EFFECTIVE DATE November 1, 2026

Company: EXXONMOBIL OIL CORPORATION

Contract No.: 222203-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. DESTIN/MEP CLARK</u>	<u>CLARKE</u>	<u>MS</u>	<u>44450</u>	<u>25,000</u>
<u>2. TRNSCO/MEP DEL CHOCTAW</u>	<u>CHOCTAW</u>	<u>AL</u>	<u>44451</u>	<u>50,000</u>

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

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 April 30, 2026
EFFECTIVE November 1, 2026

NEGOTIATED RATE AGREEMENT

Company: ExxonMobil Oil Corporation
Contract No.: 222203-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2026 through October 31, 2029

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: \$ 8.6687 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 8.6688 /Dth of MDQand

(c) Negotiated Base Commodity Rates:

\$N/A/Dth of MDQ. Shipper shall pay the maximum applicable commodity rate set forth in MEPs Tariff for service in Zone 1 and Zone 2.

1.3 Eligible Firm Transportation Quantity

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

1.4 Eligible Primary Receipt Points:

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

HPL/MEP LAMAR	44440	25,000
MIDSHIP- Bennington	50502	30,000
EMP/EOIT Bennington	44438	20,000

1.5 Eligible Secondary Receipt Points

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

1.6 Eligible Primary Delivery Points:

<u>NAME</u> <u>(Dth/day)</u>	<u>PIN</u>	<u>Eligible Point (MDQ)</u>
(1) DESTIN/MEP Clarke	44450	25,000
TRNSCO/MEP DEL CHOCTAW	44451	50,000

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

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

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

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

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

Contract No. 221029-FTSMEP

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

- ~~1. SHIPPER is: EXXONMOBIL OIL CORPORATION a PRODUCER~~
- ~~2. MDQ totals: 75,000 Dth per Day.~~
- ~~3. TERM: November 1, 2024 through October 31, 2026.~~
~~In accordance with Section 16.3 of the General Terms and Conditions ("GT&C") of MEP's FERC Gas Tariff, Shipper shall have the one-time contractual extension right to continue receiving~~

~~service beyond the end of the Primary Term through a right of first refusal (“ROFR”) process. Such ROFR process shall be conducted in accordance with the procedures specified in Section 16.2 of the GT&C, except that the notice deadline specified in Section 16.2(b) shall be 180 days prior to the expiration of the Primary Term. If Shipper does not exercise this extension right by the required deadline, this extension right shall expire, and this Agreement shall terminate at the end of the Primary Term.~~

4. ~~Service will be ON BEHALF OF:~~

~~☒ Shipper or~~
~~☐ Other: a _____~~

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

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

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

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

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

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

~~_____ EXXONMOBIL OIL CORPORATION _____ MIDCONTINENT EXPRESS PIPELINE~~
~~LLC~~
~~_____ DONALD JACKSON _____ ATTENTION: ACCOUNT SERVICES~~
~~_____ HOUSTON, TX _____ 1001 LOUISIANA STREET~~
~~_____ SUITE 1000~~
~~_____ HOUSTON, TEXAS 77002~~

~~_____~~
~~_____ Payments:~~
~~_____ FOR WIRE TRANSFER:~~
~~_____ MIDCONTINENT EXPRESS PIPELINE~~
~~LLC~~
~~_____ JPMORGAN CHASE NEW YORK, NY~~
~~10004~~
~~_____ ABA # 021 000 021~~
~~_____ ACCOUNT # 216 872 553~~

Contract No. 221029-FTSMEP

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

8. Any or all of the following provisions may be included (where applicable) in the FTS or ITS Agreement and/or in any related Negotiated Rate, Negotiated Rate Formula or Discount contracts, if any:
- ~~a. (DISCOUNTED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Notwithstanding any other provision of this Agreement, in no event shall a discounted rate billed by MEP be less than the applicable minimum rate or more than the applicable maximum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.~~
 - ~~b. (NEGOTIATED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Unless otherwise expressly provided in this Agreement, the Negotiated Rates or rates under a Negotiated Rate Formula shall apply to service provided by MEP to Shipper for the term of the Agreement notwithstanding any otherwise applicable maximum or minimum rates set forth in MEP's FERC Gas Tariff as may be revised from time to time.~~
 - ~~c. (DISCOUNTED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the discounted rate(s) apply, unless the relevant discounted rate billed to Shipper exceeds the corresponding applicable effective maximum rates set forth in MEP's FERC Gas Tariff, as approved by the FERC from time to time.~~
 - ~~d. (NEGOTIATED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the Negotiated Rates or rates under a Negotiated Rate Formula apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.~~
 - ~~e. (NEGOTIATED RATE AGREEMENTS ONLY) Shipper and MEP understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under MEP's FERC Gas Tariff and the regulations and policies of the FERC, including without limitation any requirements for MEP to file for and receive FERC approval of the Negotiated Rates.~~
 - ~~f. Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the~~

~~relevant address set forth in the Transportation Agreement, as may be revised from time to time.~~

- ~~g. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either MEP or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed a waiver of any other breach or default.~~
- ~~h. Succession and Assignment. In the event any entity succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Shipper, such entity shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement. No other assignment of the Agreement nor of any of the individual rights or obligations hereunder by Shipper shall be effective as to MEP without the prior express written consent of MEP. The Agreement may be assigned by MEP to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, which shall include Kinder Morgan Energy Partners, LP or any affiliate of Kinder Morgan Energy Partners, LP.~~

Contract No. 221029-FTSMEP

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

- i. ~~No Third Party Beneficiaries. This Agreement shall not create any rights in any third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than MEP or Shipper.~~
- j. ~~Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission.~~
- ~~k. Effect of Tariff. This Agreement shall at all times be subject to all applicable provisions of MEP's FERC Gas Tariff. In the event of any conflict between this Agreement and the terms of Rate Schedule FTS and ITS, the terms of this Agreement shall govern as to the point of conflict.~~
- ~~l. GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.~~
- ~~m. Entire Agreement. This Agreement contains the entire agreement between MEP and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Agreement shall be effective unless agreed upon in a written instrument executed by MEP and Shipper which expressly refers to this Agreement.~~
- ~~9. The above-stated Rate Schedule, as revised from time to time, controls this Agreement and is incorporated herein. The attached Exhibits A and B (for firm service only), and C (if applicable), are a part of this Agreement. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF TEXAS, AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT. This Agreement states the entire agreement between the parties and no waiver, representation, or agreement shall affect this Agreement unless it is in writing. Shipper shall provide the actual end user purchaser name(s) to MEP if MEP must provide them to the FERC.~~

Agreed to by:

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

/s/: _____ /s/: _____

____1____2
NAME: _____ NAME: _____

____3____4
TITLE: _____ TITLE: _____

____Carl Haga
____Vice President, Commercial

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

Company: EXXONMOBIL OIL CORPORATION

Contract No.: 221029-FTSMEP

Receipt Point(s):
[FTS Only]

MDQ

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

PRIMARY RECEIPT POINT(S):

11/01/2024 — 03/31/2025

1. EMP-EOIT/MEP BENNINGTON BRYAN BRYAN OK 44438
20,000

2. HPL/MEP LAMAR LAMAR TX 44440
25,000

3. MIDSHIP/MEP BENNINGTON BRYAN BRYAN OK 50502
30,000

04/01/2025 — 10/31/2025

4. MIDSHIP/MEP BENNINGTON BRYAN BRYAN OK 50502
30,000

5. HPL/MEP LAMAR LAMAR TX 44440
25,000

6. EMP-EOIT/MEP BENNINGTON BRYAN BRYAN OK 44438
20,000

11/01/2025 — 03/31/2026

7. EMP-EOIT/MEP BENNINGTON BRYAN BRYAN OK 44438
20,000

8. HPL/MEP LAMAR LAMAR TX 44440
25,000

9. MIDSHIP/MEP BENNINGTON BRYAN BRYAN OK 50502
30,000

04/01/2026 — 10/31/2026

10. MIDSHIP/MEP BENNINGTON BRYAN BRYAN OK 50502
30,000

11. HPL/MEP LAMAR LAMAR TX 44440
25,000

12. EMP-EOIT/MEP BENNINGTON BRYAN BRYAN OK 44438
20,000

SECONDARY RECEIPT POINT(S):

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

~~Receipt Pressure, Assumed Atmospheric Pressure~~

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

~~Rates~~

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

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

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

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

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

Company: ~~EXXONMOBIL OIL CORPORATION~~

Contract No.: 221029-FTSMEP

Delivery Point(s):
[FTS Only]

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):

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

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

SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

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

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

~~2/ (Specify different delivery pressure if applicable)~~

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

~~NEGOTIATED RATE AGREEMENT~~

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

~~ARTICLE 1~~
~~NEGOTIATED RATE PARAMETERS~~

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

~~1.2 — Negotiated Rates:~~

~~Negotiated Rates for Zones 1 and 2, as such Zones are defined in MEP's FERC Gas
Tariff, as may be — revised from time to time ("Tariff"):~~

~~(a) — Negotiated Monthly Base Reservation Rate for Zone 1: \$ 10.48 /Dth of
MDQ, and~~

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

~~(c) — Negotiated Base Commodity Rates:~~

~~\$N/A/Dth of MDQ. Shipper shall pay the maximum applicable commodity rate set
forth in MEPs Tariff for service in Zone 1 and Zone 2.~~

~~1.3 — Eligible Firm Transportation Quantity~~

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

~~1.4 — Eligible Primary Receipt Points:~~

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

HPL/MEP LAMAR	44440	25,000
--------------------------	------------------	-------------------

MIDSHIP Bennington	50502	30,000
EMP/EOIT Bennington	44438	20,000

~~1.5 Eligible Secondary Receipt Points~~

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

~~1.6 Eligible Primary Delivery Points:~~

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

~~(1) MEP’s obligations hereunder to make firm deliveries of gas to Shipper at the DESTIN/MEP CLARKE delivery point are contingent upon Destin Pipeline Company, LLC maintaining an operating pressure at said point of 950 pounds per square inch (psig) or less.~~

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

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

~~2.1 General Negotiated Rate Limitations. The Negotiated Rates for Zone 1 and Zone 2: (i) service provided to Shipper by MEP from the Eligible Receipt Points to the Eligible Delivery Points during the Negotiated Rate Term; and (ii) an aggregate maximum daily firm transportation quantity equal to the Eligible Firm Transportation Quantity set forth in Article 1.3 above, for all quantities transported on a firm basis under the Transportation Agreement. For any aggregate quantities transported on a firm basis on any day for Shipper which: (i) are in excess of the applicable Eligible Firm Transportation Quantity; or (ii)~~

~~involve any receipt or delivery points which are not Eligible Receipt or Delivery Points, Shipper shall be charged the greater of: (a) the 100% load factor daily rate equivalent of the Shipper's applicable Negotiated Rates for Zone 1, Zone 2; and (b) the 100% load factor daily rate equivalent of the applicable maximum base reservation and base commodity rates set forth in MEP's Tariff, as well as all applicable additional rates, charges and surcharges described in Article 2.2 below.~~

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

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

Contract No. 222275-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED June 9, 2026 UNDER
SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: FLORIDA POWER & LIGHT COMPANY a END USER

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

3. TERM: November 1, 2026 through October 31, 2029.

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, 2026, and

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

Other:

7. SHIPPER'S ADDRESSES MEP'S ADDRESSES

FLORIDA POWER & LIGHT COMPANY MIDCONTINENT EXPRESS PIPELINE LLC

LISA GORMAN 1001 LOUISIANA STREET

700 UNIVERSE BLVD SUITE 1000

JUNO BEACH, FLORIDA 33408 HOUSTON, TEXAS 77002 ATTENTION: ACCOUNT

SERVICES

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. 222275-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DATED June 9, 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. 222275-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP) TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 9, 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 FLORIDA POWER & LIGHT COMPANY MEP
SHIPPER
/s/: /s/:

NAME:

TITLE:

Carl Haga

VP - Commercial
Carl Haga
Vice President, Commercial

NAME:

TITLE:

Michael Swartzell

VP, Energy Marketing & Trading

EXHIBIT A DATED June 9, 2026
EFFECTIVE DATE November 1, 2026

Company: FLORIDA POWER & LIGHT COMPANY

Contract No.: 222275-FTSMEP

Receipt Point(s):
MDQ
Name/Location County Area State PIN No. (Dth) 1/

PRIMARY RECEIPT POINT(S):

1. EMP-EOIT/MEP BENNINGTON BRYAN BRYAN OK 44438 25,000

2. MIDSHIP/MEP BENNINGTON BRYAN BRYAN OK 50502 50,000

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 9, 2026

EFFECTIVE DATE November 1, 2026

Company: FLORIDA POWER & LIGHT COMPANY

Contract No.: 222275-FTSMEP

Delivery Point(s):

MDQ

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

PRIMARY DELIVERY POINT(S):

1. DESTIN/MEP CLARK CLARKE MS 44450 75,000

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

SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

Unless otherwise agreed 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 9, 2026
EFFECTIVE November 1, 2026 NEGOTIATED RATE AGREEMENT
Company: Florida Power & Light Company Contract No.: 222275 -FTSMEP

ARTICLE 1 NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2026, through October 31, 2029

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: \$ 8.821 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 8.821 /Dth of MDQ and

(c) Negotiated Base Commodity Rates:

\$N/A/Dth of MDQ. Shipper shall pay the maximum applicable commodity rate set forth in MEPs Tariff for service in Zone 1 and Zone 2.

1.3 Eligible Firm Transportation Quantity
75,000 Dth per day in Zone 1 and Zone 2.

1.4 Eligible Primary Receipt Points:
NAME PIN Eligible Point (MDQ) (Dth/day)
MIDSHIP- Bennington 50502 50,000
EMP/EOIT Bennington 44438 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 primary path utilized for service hereunder, including pooling points.

1.6 Eligible Primary Delivery Points:

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

(1) DESTIN/MEP Clarke 44450 75,000

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

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

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

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

2.3 Additional Rates, Charges, and Surcharges. In addition to Negotiated Rates for Zone 1 and Zone 2 set forth in this Exhibit C, and unless otherwise expressly provided herein, Shipper shall also pay MEP all other applicable maximum rates, charges, surcharges, and penalties of any nature set forth in MEP's Tariff.

including without limitation all applicable (i) Fuel, booster fuel, and Gas Lost and Unaccounted For charges; (ii) authorized and unauthorized overrun charges; (iii) reservation surcharges; (iv) commodity charges and surcharges; and (v) ACA surcharges.

Reserved for Future Use

APPENDIX B
Midcontinent Express Pipeline LLC.

MIDCONTINENT EXPRESS PIPELINE LLC

1001 Louisiana Street
Suite 1000
Houston, TX 77002

May 4, 2026

EXXONMOBIL OIL CORPORATION
DONALD JACKSON
HOUSTON, TX

Re: Rate Schedule FTS Agreement
Between MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
and EXXONMOBIL OIL CORPORATION (Shipper)
Dated April 30, 2026; Contract No. 222203-FTSMEP

Dear Shipper:

Enclosed please find a copy of a proposed agreement which has been prepared for service on MEP's system. The proposed agreement is subject to final approval by MEP's management.

If you find the agreement satisfactory, please execute and return to, MIDCONTINENT EXPRESS PIPELINE LLC, Attention: Director of Contracts, Transportation and Storage Services. The executed agreement must be received by MEP within ten (10) days from the date of this letter. Assuming timely return and final approval as to form of the agreement by MEP's management, a fully executed copy will be returned to you shortly thereafter.

If you have questions on any of the above, please feel free to contact me at (205) 325-3816.

Yours truly,

LISA D. GUTHRIE / RO

LISA D. GUTHRIE
Account Services

Enclosures

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED April 30, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: EXXONMOBIL OIL CORPORATION a PRODUCER
2. MDQ totals: 75,000 Dth per Day.
3. TERM: November 1, 2026 through October 31, 2029.
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, 2026, and
 - (b) the date capacity to provide the service hereunder is available on MEP's System.☐ Other: _____
7. SHIPPER'S ADDRESSES

EXXONMOBIL OIL CORPORATION
DONALD JACKSON
HOUSTON, TX

MEP'S ADDRESSES

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

Payments:
FOR WIRE TRANSFER:
MIDCONTINENT EXPRESS PIPELINE LLC
JPMORGAN CHASE NEW YORK, NY 10004
ABA # 021 000 021
ACCOUNT # 216 872 553
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.

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED April 30, 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.

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED April 30, 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
MEP

EXXONMOBIL OIL CORPORATION
SHIPPER

/s/: _____

/s/: _____

NAME: CARL H HAGA

NAME: Donald Jackson

TITLE: VP-COMMERCIAL
Carl Haga
Vice President, Commercial

TITLE: _____

EXHIBIT A
DATED April 30, 2026
EFFECTIVE DATE November 1, 2026

Company: EXXONMOBIL OIL CORPORATION

Contract No.: 222203-FTSMEP

Receipt Point(s):

	<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth) 1/</u>
PRIMARY RECEIPT POINT(S):					
1.	EMP-EOIT/MEP BENNINGTON BRYAN	BRYAN	OK	44438	20,000
2.	HPL/MEP LAMAR	LAMAR	TX	44440	25,000
3.	MIDSHIP/MEP BENNINGTON BRYAN	BRYAN	OK	50502	30,000

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 April 30, 2026
EFFECTIVE DATE November 1, 2026

Company: EXXONMOBIL OIL CORPORATION

Contract No.: 222203-FTSMEP

Delivery Point(s):

<u>Name/Location</u>	<u>County/Parish Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth) 1/</u>
PRIMARY DELIVERY POINT(S):				
1. DESTIN/MEP CLARK	CLARKE	MS	44450	25,000
2. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	50,000

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

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 April 30, 2026
EFFECTIVE November 1, 2026

NEGOTIATED RATE AGREEMENT

Company: ExxonMobil Oil Corporation
Contract No.: 222203-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2026 through October 31, 2029

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: \$ 8.6687 /Dth of MDQ, and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 8.6688 /Dth of MDQ and

(c) Negotiated Base Commodity Rates:

\$N/A/Dth of MDQ. Shipper shall pay the maximum applicable commodity rate set forth in MEPs Tariff for service in Zone 1 and Zone 2.

1.3 Eligible Firm Transportation Quantity

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

1.4 Eligible Primary Receipt Points:

NAME	PIN	Eligible Point (MDQ) (Dth/day)
HPL/MEP LAMAR	44440	25,000
MIDSHIP- Bennington	50502	30,000
EMP/EOIT Bennington	44438	20,000

1.5 Eligible Secondary Receipt Points

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

1.6 Eligible Primary Delivery Points:

NAME	PIN	Eligible Point (MDQ) (Dth/day)
(1) DESTIN/MEP Clarke	44450	25,000
TRNSCO/MEP DEL CHOCTAW	44451	50,000

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

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

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

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

2.3 Additional Rates, Charges, and Surcharges. In addition to Negotiated Rates for Zone 1 and Zone 2 set forth in this Exhibit C, and unless otherwise expressly provided herein, Shipper shall also pay MEP all other applicable

maximum rates, charges, surcharges, and penalties of any nature set forth in MEP's Tariff, including without limitation all applicable (i) Fuel, booster fuel, and Gas Lost and Unaccounted For charges; (ii) authorized and unauthorized overrun charges; (iii) reservation surcharges; (iv) commodity charges and surcharges; and (v) ACA surcharges.

MIDCONTINENT EXPRESS PIPELINE LLC

1001 Louisiana Street
Suite 1000
Houston, TX 77002

June 15, 2026

FLORIDA POWER & LIGHT COMPANY
LISA GORMAN
700 UNIVERSE BLVD
JUNO BEACH, FLORIDA 33408

Re: Rate Schedule FTS Agreement
Between MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
and FLORIDA POWER & LIGHT COMPANY (Shipper)
Dated June 9, 2026; Contract No. 222275-FTSMEP

Dear Shipper:

Enclosed please find a copy of a proposed agreement which has been prepared for service on MEP's system. The proposed agreement is subject to final approval by MEP's management.

If you find the agreement satisfactory, please execute and return to, MIDCONTINENT EXPRESS PIPELINE LLC, Attention: Director of Contracts, Transportation and Storage Services. The executed agreement must be received by MEP within ten (10) days from the date of this letter. Assuming timely return and final approval as to form of the agreement by MEP's management, a fully executed copy will be returned to you shortly thereafter.

If you have questions on any of the above, please feel free to contact me at (205) 325-7257.

Yours truly,

JERRY A. NELSON / RO

JERRY A. NELSON
Account Services

Enclosures

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 9, 2026
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: FLORIDA POWER & LIGHT COMPANY a END USER
2. MDQ totals: 75,000 Dth per Day.
3. TERM: November 1, 2026 through October 31, 2029.
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, 2026, and
(b) the date capacity to provide the service hereunder is available on MEP's System.
☐ Other: _____
7.

SHIPPER'S ADDRESSES	MEP'S ADDRESSES
FLORIDA POWER & LIGHT COMPANY LISA GORMAN 700 UNIVERSE BLVD JUNO BEACH, FLORIDA 33408 ATTENTION: ACCOUNT SERVICES	MIDCONTINENT EXPRESS PIPELINE LLC 1001 LOUISIANA STREET SUITE 1000 HOUSTON, TEXAS 77002
	<u>Payments:</u> 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.

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 9, 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.

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 9, 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
MEP

/s/: Carl Haga

NAME: Carl Haga

TITLE: VP - Commercial
Carl Haga
Vice President, Commercial

FLORIDA POWER & LIGHT COMPANY
SHIPPER

/s/: Michael Swartzell

NAME: Michael Swartzell

TITLE: VP, Ener_y Marketin_ & Tradin_



EXHIBIT A
DATED June 9, 2026
EFFECTIVE DATE November 1, 2026

Company: FLORIDA POWER & LIGHT COMPANY

Contract No.: 222275-FTSMEP

Receipt Point(s):

	<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth) 1/</u>
PRIMARY RECEIPT POINT(S):					
1.	EMP-EOIT/MEP BENNINGTON BRYAN	BRYAN	OK	44438	25,000
2.	MIDSHIP/MEP BENNINGTON BRYAN	BRYAN	OK	50502	50,000

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 9, 2026
EFFECTIVE DATE November 1, 2026

Company: FLORIDA POWER & LIGHT COMPANY

Contract No.: 222275-FTSMEP

Delivery Point(s):

<u>Name/Location</u>	<u>County/Parish Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth) 1/</u>
PRIMARY DELIVERY POINT(S):				
1. DESTIN/MEP CLARK	CLARKE	MS	44450	75,000

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

SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

Unless otherwise agreed 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 9, 2026
EFFECTIVE November 1, 2026

NEGOTIATED RATE AGREEMENT

Company: Florida Power & Light Company
Contract No.: 222275 -FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From November 1, 2026, through October 31, 2029

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: \$ 8.821 /Dth of MDQ, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$ 8.821 /Dth of MDQ and
- (c) Negotiated Base Commodity Rates:

\$N/A/Dth of MDQ. Shipper shall pay the maximum applicable commodity rate set forth in MEPs Tariff for service in Zone 1 and Zone 2.

1.3 Eligible Firm Transportation Quantity

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

1.4 Eligible Primary Receipt Points:

NAME	PIN	Eligible Point (MDQ) (Dth/day)
MIDSHIP- Bennington	50502	50,000
EMP/EOIT Bennington	44438	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 primary path utilized for service hereunder, including pooling points.

1.6 Eligible Primary Delivery Points:

NAME	PIN	Eligible Point (MDQ) (Dth/day)
(1) DESTIN/MEP Clarke	44450	75,000

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

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

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

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

2.3 Additional Rates, Charges, and Surcharges. In addition to Negotiated Rates for Zone 1 and Zone 2 set forth in this Exhibit C, and unless otherwise expressly provided herein, Shipper shall also pay MEP all other applicable maximum rates, charges, surcharges, and penalties of any nature set forth in MEP’s Tariff,

including without limitation all applicable (i) Fuel, booster fuel, and Gas Lost and Unaccounted For charges; (ii) authorized and unauthorized overrun charges; (iii) reservation surcharges; (iv) commodity charges and surcharges; and (v) ACA surcharges.