

MIDCONTINENT EXPRESS PIPELINE LLC

December 14, 2023

Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N. E.
Washington, D.C. 20426

Re: Midcontinent Express Pipeline LLC
Non-Conforming Agreement Filing
Docket No. RP24-

Dear Ms. Bose:

Midcontinent Express Pipeline LLC (“MEP”) hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission (“Commission”) the tariff records listed in Appendix A for inclusion in its FERC Gas Tariffs, Original Volume No. 2 and First Revised Volume No. 1. (“Tariff”).

Proposed with an effective date of January 1, 2024, these tariff records update the Tariff to reflect a permanent capacity release of an existing non-conforming transportation service agreement with XTO Energy Inc. (“XTO”) to ExxonMobil Oil Corporation (“ExxonMobil”).¹ MEP respectfully requests a waiver of the 30-day notice requirement to effectuate the January 1, 2024 effective date, as discussed below.

Statement of Nature, Reasons and Basis

Recently, MEP and XTO executed a new firm transportation service under Rate Schedule FTS (the “Released Agreement”) containing a non-conforming provision that is not included in the FTS Form of Service Agreement in MEP’s Tariff (“*Pro Forma*”). Specifically, this non-conforming provision states that MEP is only obligated to deliver on any day the contracted amount of firm service to the primary Destin Pipeline Company, LLC (“Destin”) delivery point if the pressure in Destin at this delivery point is less than or equal to 950 psig (the “Non-Conforming Provision”). In accordance with the Commission’s regulations,² MEP submitted the Released Agreement for review, which was subsequently accepted by the Commission.³

¹ On August 18, 2023, ExxonMobil, XTO, and Nesson Gathering System, L.L.C. filed a joint petition requesting the Commission grant a temporary and limited, case-specific waiver of capacity release regulations and policies as well as the applicable tariff provisions found in several pipeline company tariffs (“Joint Petition”). This Joint Petition was proposed to facilitate the assignment and permanent release of capacity under long-term firm natural gas transportation and storage service agreements between ExxonMobil, XTO, and Nesson and certain interstate pipelines (including MEP). The Commission issued an order granting the waivers requested by the Joint Petition on September 18, 2023. See *ExxonMobil Oil Corporation*, 184 FERC ¶ 61,162 (2023).

² 18 C.F.R. §§ 154.112(b) (2022).

³ *Midcontinent Express Pipeline LLC*, Docket No. RP23-1082-000 (Oct. 23, 2023) (unpublished letter order).

Proposed with an effective date of January 1, 2024, MEP is updating the tariff records which contain the Released Agreement to reflect the new replacement FTS agreement between MEP and ExxonMobil (the “Replacement Agreement”). The Replacement Agreement retains the Non-Conforming Provision contained in Exhibit B from the Released Agreement. The Replacement Agreement is included with redlined changes against the *Pro Forma* in Appendix B. Other than the Non-Conforming Provision, the Replacement Agreement does not deviate from the *Pro Forma*.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission’s regulations,⁴ MEP is submitting an eTariff XML filing package, which includes the following:

1. This transmittal letter;
2. A list of proposed tariff records in Appendix A;
3. A marked version of the Agreement reflecting changes from the *Pro Forma* in Appendix B;
4. An executed copy of the Agreement in Appendix C; and
5. Clean and marked versions of each tariff record in PDF format.

MEP respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on January 1, 2024. As such, MEP requests the Commission grant a waiver of the notice requirements found in 18 C.F.R. § 154.207 of the Commission’s regulations. With respect to any tariff record the Commission allows to go into effect without change, MEP hereby moves to place the tendered tariff record into effect at the end any minimal suspension period specified by the Commission.

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

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

Mr. Ryan Leahy
Director, Regulatory
Midcontinent Express Pipeline LLC
Post Office Box 2563
Birmingham, AL 35209-2563
(205) 325-7105
ryan_leahy@kindermorgan.com

⁴ 18 C.F.R. §§ 154.1 – 154.603 (2022).

MEP also requests that copies be sent to:

Mr. Michael T. Langston
VP & Chief Regulatory Officer
Energy Transfer Partners, L.P.
1300 Main St.
Houston, TX 77002
(713) 989-7610
michael.langston@energytransfer.com

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

Sincerely,

/s/ Ryan Leahy
Ryan Leahy
Director, Regulatory

CERTIFICATE OF SERVICE

I hereby certify that I have served the foregoing document upon all customers of Midcontinent Express Pipeline LLC and all interested state commissions this 14th day of December 2023.

/s/ Ryan Leahy
Ryan Leahy

(205) 325-7105

MIDCONTINENT EXPRESS PIPELINE LLC
Non-Conforming Agreement Filing

Original Volume No. 2 FERC Gas Tariff

Part 3: Non-Conforming Agreements

Part 3.2 EXXONMOBILE OIL CORP, Contract No. 220684-FTSMEP

Version 2.0.0

First Revised Volume No. 1 FERC Gas Tariff

General Terms and Conditons

Eleventh Revised Sheet No. 382

Version 13.0.0

Appendix B

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

1. SHIPPER is: EXXONMOBIL OIL CORPORATION a PRODUCER
2. MDQ totals: 75,000 Dth per Day. (Specify any seasonal and/or variable terms and quantities).
3. TERM: January 1, 2024 through October 31, 2024.

[Specify contractual rollover rights or evergreen rights or seasonal or other variable term rights, if any]

4. Service will be ON BEHALF OF:

Shipper or
 Other: a _____

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

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

6. This Agreement supersedes and cancels a _____ Agreement dated _____
 Capacity rights for this Agreement were released from _____
 [for firm service only] Service and reservation charges commence the _____ later of:

- (a) January 1, 2024, and
 - (b) the date capacity to provide the service hereunder is available on MEP's System.

Other:

7. SHIPPER'S ADDRESSES

EXXONMOBIL OIL CORPORATION
DONALD JACKSON
22777 SPRINGWOODS VILLAGE PARKWAY
SPRING, TX 77389

- 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 November 15, 2023
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 November 15, 2023
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

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

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
MEP

EXXONMOBIL OIL CORPORATION
SHIPPER

/s/: _____

/s/: _____

NAME: CARL H HAGA

NAME: Donald Jackson

TITLE: VP-COMMERCIAL

TITLE: _____

Carl Haga
Vice President, Commercial

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

Company: EXXONMOBIL OIL CORPORATION

Contract No.: 220684-FTSMEP

Receipt Point(s):
[FTS Only]

	<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth) 1/</u>
PRIMARY RECEIPT POINT(S):					
1.	HPL/MEP LAMAR	LAMAR	TX	44440	75,000

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 November 15, 2023
EFFECTIVE DATE January 1, 2024

Company: EXXONMOBIL OIL CORPORATION

Contract No.: 220684-FTSMEP

Delivery Point(s):
[FTS Only]

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

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

SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

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

1/ (Specify monthly variations if applicable)

2/ (Specify different delivery pressure if applicable)

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

COMPANY: ExxonMobil Corporation
CONTRACT: 220684-FTSMEP

ARTICLE 1
DISCOUNT PARAMETERS

- 1.1 Discount Term:** From January 1, 2024 through October 31, 2024.
- 1.2 Transportation Agreement:** Rate Schedule FTS, Agreement No. 220684-FTSMEP , dated November 15, 2023, with a Contract MDQ as follows:

Seventy Five Thousand (75,000) Dth /day

- 1.3 Discounted Monthly Base Reservation Rate:** \$14.60/Dth of MDQ

- 1.4 Discounted Firm Transportation Quantity:**

Seventy Five Thousand (75,000) Dth /day

- 1.5 Discounted Primary Receipt Points:** 44438

<u>NAME</u>	<u>PIN</u>	<u>DISCOUNTED POINT MDQ (Dth/d.)</u>
HPL/MEP LAMAR	44440	75,000

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

- 1.7 Discounted Primary Delivery Points:**

<u>NAME</u>	<u>PIN</u>	<u>DISCOUNTED POINT MDQ (Dth/d.)</u>
Transco/MEP Choctaw	44451	25,000
Destin/MEP Clark	44450	50,000

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

ARTICLE 2
DISCOUNT TERMS AND CONDITIONS; OTHER CHARGES

- 2.1 **General Discount Limitations** The Discounted Monthly Base Reservation Rate shall apply only to: (i) service provided to Shipper by MEP under the Transportation Agreement from the Discounted Receipt Points to the Discounted Delivery Points during the Discount Term; and (ii) a maximum daily firm transportation quantity equal to the Discounted Firm Transportation Quantity set forth in Section 1.4 above, for all quantities transported on a firm basis under the Transportation Agreement and any associated capacity release replacement agreements. Shipper shall be charged all applicable maximum rates, charges, and surcharges set forth in MEP's FERC Gas Tariff, as may be revised from time to time, for any aggregate quantities transported on a firm basis for Shipper and any associated capacity release replacement shippers which: (i) are in excess of the Discounted Firm Transportation Quantity, or (ii) involve any receipt or delivery points which are not Discounted Receipt or Delivery Points.
- 2.2 **Discountable Third Party Surcharges** From time to time, certain reservation and/or commodity surcharges may be approved by the FERC for inclusion in MEP's FERC Gas Tariff which MEP is: (i) required to collect from Shipper and remit to the FERC or to another third party; and (ii) permitted to discount the amount of such surcharge from the applicable maximum rate set forth in MEP's FERC Gas Tariff ("Discountable Third Party Surcharges"). MEP shall discount any particular Discountable Third Party Surcharge to the maximum extent permitted under the provisions of MEP's FERC Gas Tariff. Shipper shall only be responsible for payment to MEP of any portion of such Discountable Third Party Surcharge which MEP is not permitted to discount and for which MEP bills Shipper. There are no applicable Discountable Third Party Surcharges; provided, however, to the extent any Discountable Third Party Surcharge is approved by the FERC for inclusion in MEP Tariff during the term hereof, MEP shall discount such Discountable Third Party Surcharge(s) to the maximum extent permitted under the provisions of its FERC Gas Tariff but not below the amount of such Discountable Third Party Surcharge(s) that MEP is required to remit. Accordingly, Shipper shall be responsible for and pay to MEP the amount attributable to such Discountable Third Party Surcharge(s) which MEP is responsible for paying and remitting to the FERC and/or third party.
- 2.3 **Applicable Maximum Rates, Charges, and Surcharges** Unless otherwise expressly provided in this Agreement or agreed to in writing by MEP, all applicable maximum rates, charges, surcharges, and penalties of any nature set forth in MEP's FERC Gas Tariff, as may be revised from time to time, shall apply to service provided to Shipper under the Transportation Agreement, including without limitation all applicable: (i) Fuel, booster fuel, and Gas Lost and Unaccounted For charges; (ii) authorized and unauthorized overrun charges; (iii) reservation surcharges; (iv) commodity charges and surcharges; and (v) ACA surcharges.

Appendix C

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

1. SHIPPER is: EXXONMOBIL OIL CORPORATION a PRODUCER
2. MDQ totals: 75,000 Dth per Day. (Specify any seasonal and/or variable terms and quantities).
3. TERM: January 1, 2024 through October 31, 2024.
- [Specify contractual rollover rights or evergreen rights or seasonal or other variable term rights, if any]

4. Service will be ON BEHALF OF:

Shipper or
 Other: a _____

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

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

6. _____ This Agreement supersedes and cancels a _____ Agreement dated _____
_____ Capacity rights for this Agreement were released from _____
 [for firm service only] Service and reservation charges commence the _____ later of:

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

7. SHIPPER'S ADDRESSES

EXXONMOBIL OIL CORPORATION
DONALD JACKSON
22777 SPRINGWOODS VILLAGE PARKWAY
SPRING, TX 77389

- 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 November 15, 2023
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 November 15, 2023
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

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

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
MEP

EXXONMOBIL OIL CORPORATION
SHIPPER

/s/: _____

/s/: _____

NAME: CARL H HAGA

NAME: Donald Jackson

TITLE: VP-COMMERCIAL

TITLE: _____

Carl Haga
Vice President, Commercial

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

Company: EXXONMOBIL OIL CORPORATION

Contract No.: 220684-FTSMEP

Receipt Point(s):
[FTS Only]

	<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth) 1/</u>
PRIMARY RECEIPT POINT(S):					
1.	HPL/MEP LAMAR	LAMAR	TX	44440	75,000

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 November 15, 2023
EFFECTIVE DATE January 1, 2024

Company: EXXONMOBIL OIL CORPORATION

Contract No.: 220684-FTSMEP

Delivery Point(s):
[FTS Only]

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

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

SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

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

^{1/} (Specify monthly variations if applicable)

^{2/} (Specify different delivery pressure if applicable)

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

COMPANY: ExxonMobil Corporation
CONTRACT: 220684-FTSMEP

ARTICLE 1
DISCOUNT PARAMETERS

- 1.1 **Discount Term:** From January 1, 2024 through October 31, 2024.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 220684-FTSMEP , dated November 15, 2023, with a Contract MDQ as follows:

Seventy Five Thousand (75,000) Dth /day

- 1.3 **Discounted Monthly Base Reservation Rate:** \$14.60/Dth of MDQ

- 1.4 **Discounted Firm Transportation Quantity:**

Seventy Five Thousand (75,000) Dth /day

- 1.5 **Discounted Primary Receipt Points:** 44438

<u>NAME</u>	<u>PIN</u>	<u>DISCOUNTED POINT MDQ (Dth/d.)</u>
HPL/MEP LAMAR	44440	75,000

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

- 1.7 **Discounted Primary Delivery Points:**

<u>NAME</u>	<u>PIN</u>	<u>DISCOUNTED POINT MDQ (Dth/d.)</u>
Transco/MEP Choctaw	44451	25,000
Destin/MEP Clark	44450	50,000

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

ARTICLE 2
DISCOUNT TERMS AND CONDITIONS; OTHER CHARGES

- 2.1 **General Discount Limitations** The Discounted Monthly Base Reservation Rate shall apply only to: (i) service provided to Shipper by MEP under the Transportation Agreement from the Discounted Receipt Points to the Discounted Delivery Points during the Discount Term; and (ii) a maximum daily firm transportation quantity equal to the Discounted Firm Transportation Quantity set forth in Section 1.4 above, for all quantities transported on a firm basis under the Transportation Agreement and any associated capacity release replacement agreements. Shipper shall be charged all applicable maximum rates, charges, and surcharges set forth in MEP's FERC Gas Tariff, as may be revised from time to time, for any aggregate quantities transported on a firm basis for Shipper and any associated capacity release replacement shippers which: (i) are in excess of the Discounted Firm Transportation Quantity, or (ii) involve any receipt or delivery points which are not Discounted Receipt or Delivery Points.
- 2.2 **Discountable Third Party Surcharges** From time to time, certain reservation and/or commodity surcharges may be approved by the FERC for inclusion in MEP's FERC Gas Tariff which MEP is: (i) required to collect from Shipper and remit to the FERC or to another third party; and (ii) permitted to discount the amount of such surcharge from the applicable maximum rate set forth in MEP's FERC Gas Tariff ("Discountable Third Party Surcharges"). MEP shall discount any particular Discountable Third Party Surcharge to the maximum extent permitted under the provisions of MEP's FERC Gas Tariff. Shipper shall only be responsible for payment to MEP of any portion of such Discountable Third Party Surcharge which MEP is not permitted to discount and for which MEP bills Shipper. There are no applicable Discountable Third Party Surcharges; provided, however, to the extent any Discountable Third Party Surcharge is approved by the FERC for inclusion in MEP Tariff during the term hereof, MEP shall discount such Discountable Third Party Surcharge(s) to the maximum extent permitted under the provisions of its FERC Gas Tariff but not below the amount of such Discountable Third Party Surcharge(s) that MEP is required to remit. Accordingly, Shipper shall be responsible for and pay to MEP the amount attributable to such Discountable Third Party Surcharge(s) which MEP is responsible for paying and remitting to the FERC and/or third party.
- 2.3 **Applicable Maximum Rates, Charges, and Surcharges** Unless otherwise expressly provided in this Agreement or agreed to in writing by MEP, all applicable maximum rates, charges, surcharges, and penalties of any nature set forth in MEP's FERC Gas Tariff, as may be revised from time to time, shall apply to service provided to Shipper under the Transportation Agreement, including without limitation all applicable: (i) Fuel, booster fuel, and Gas Lost and Unaccounted For charges; (ii) authorized and unauthorized overrun charges; (iii) reservation surcharges; (iv) commodity charges and surcharges; and (v) ACA surcharges.

GENERAL TERMS AND CONDITIONS

38. NON-CONFORMING AGREEMENTS

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

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

38.2 EXXONMOBILE OIL CORPORATION~~XTO Energy Inc.~~, Transportation Rate Schedule FTS Agreement, Dated November 15,~~May 18~~, 2023 (Contract No. 220684293-FTSMEP).

38.3 Reserved for Future Use.

38.4 Reserved for Future Use.

38.5 Reserved for Future Use.

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. 220684-FTSMEP

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

1. SHIPPER is: EXXONMOBIL OIL CORPORATION a PRODUCER
2. MDQ totals: 75,000 Dth per Day. (Specify any seasonal and/or variable terms and quantities).
3. TERM: January 1, 2024 through October 31, 2024.

[Specify contractual rollover rights or evergreen rights or seasonal or other variable term rights, if any]

4. Service will be ON BEHALF OF:

Shipper or
Other: a _____

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

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

6. This Agreement supersedes and cancels a Agreement dated _____
Capacity rights for this Agreement were released from _____
 [for firm service only] Service and reservation charges commence the _____ later of:

(a) January 1, 2024, and

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

Contract No. 220684-FTSMEP

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

7. SHIPPER'S ADDRESSES

MEP'S ADDRESSES

EXXONMOBIL OIL CORPORATION
DONALD JACKSON
22777 SPRINGWOODS VILLAGE PARKWAY
SPRING, TX 77389

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.

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

- e. (NEGOTIATED RATE AGREEMENTS ONLY) Shipper and MEP understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under MEP's FERC Gas Tariff and the regulations and policies of the FERC, including without limitation any requirements for MEP to file for and receive FERC approval of the Negotiated Rates.
- f. Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the relevant address set forth in the Transportation Agreement, as may be revised from time to time.
- g. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either MEP or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed a waiver of any other breach or default.
- h. Succession and Assignment. In the event any entity succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Shipper, such entity shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement. No other assignment of the Agreement nor of any of the individual rights or obligations hereunder by Shipper shall be effective as to MEP without the prior express written consent of MEP. The Agreement may be assigned by MEP to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, which shall include Kinder Morgan Energy Partners, LP or any affiliate of Kinder Morgan Energy Partners, LP.
- i. No Third Party Beneficiaries. This Agreement shall not create any rights in any third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than MEP or Shipper.
- j. Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission.

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

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

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
MEP

EXXONMOBIL OIL CORPORATION
SHIPPER

/s/: _____

/s/: _____

CARL H HAGA

Donald Jackson

NAME: _____

NAME: _____

VP-COMMERCIAL

4

TITLE: _____

TITLE: : _____

Carl Haga
Vice President, Commercial

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

Company: EXXONMOBIL OIL CORPORATION

Contract No.: 220684-FTSMEP

Receipt Point(s):
[FTS Only]

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

<u>1. HPL/MEP LAMAR</u>	<u>LAMAR</u>	<u>TX</u>	<u>44440</u>	<u>75,000</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 November 15, 2023
EFFECTIVE DATE January 1, 2024

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

Delivery Point(s):
[FTS Only]

MDQ

<u>Name/Location</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):

<u>1. DESTIN/MEP CLARKE</u>	<u>CLARKE</u>	<u>MS</u>	<u>44450</u>	<u>50,000</u>
<u>2. TRNSCO/MEP DEL CHOCTAW</u>	<u>CHOCTAW</u>	<u>AL</u>	<u>44451</u>	<u>25,000</u>

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

SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

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

1/ (Specify monthly variations if applicable)

2/ (Specify different delivery pressure if applicable)

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

COMPANY: ExxonMobil Corporation
CONTRACT: 220684-FTSMEP

ARTICLE 1
DISCOUNT PARAMETERS

1.1 Discount Term: From January 1, 2024 through October 31, 2024.

1.2 Transportation Agreement: Rate Schedule FTS, Agreement No. 220684-FTSMEP , dated November 15, 2023, with a Contract MDQ as follows:

Seventy Five Thousand (75,000) Dth /day

1.3 Discounted Monthly Base Reservation Rate: \$14.60/Dth of MDQ

1.4 Discounted Firm Transportation Quantity:

Seventy Five Thousand (75,000) Dth /day

1.5 Discounted Primary Receipt Points: 44438

<u>NAME</u>	<u>PIN</u>	<u>DISCOUNTED POINT MDQ (Dth/d.)</u>
HPL/MEP LAMAR	44440	75,000

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

1.7 Discounted Primary Delivery Points:

<u>NAME</u>	<u>PIN</u>	<u>DISCOUNTED POINT MDQ (Dth/d.)</u>
Transco/MEP Choctaw	44451	25,000
Destin/MEP Clark	44450	50,000

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

ARTICLE 2
DISCOUNT TERMS AND CONDITIONS; OTHER CHARGES

- 2.1 General Discount Limitations The Discounted Monthly Base Reservation Rate shall apply only to: (i) service provided to Shipper by MEP under the Transportation Agreement from the Discounted Receipt Points to the Discounted Delivery Points during the Discount Term; and (ii) a maximum daily firm transportation quantity equal to the Discounted Firm Transportation Quantity set forth in Section 1.4 above, for all quantities transported on a firm basis under the Transportation Agreement and any associated capacity release replacement agreements. Shipper shall be charged all applicable maximum rates, charges, and surcharges set forth in MEP's FERC Gas Tariff, as may be revised from time to time, for any aggregate quantities transported on a firm basis for Shipper and any associated capacity release replacement shippers which: (i) are in excess of the Discounted Firm Transportation Quantity, or (ii) involve any receipt or delivery points which are not Discounted Receipt or Delivery Points.
- 2.2 Discountable Third Party Surcharges From time to time, certain reservation and/or commodity surcharges may be approved by the FERC for inclusion in MEP's FERC Gas Tariff which MEP is: (i) required to collect from Shipper and remit to the FERC or to another third party; and (ii) permitted to discount the amount of such surcharge from the applicable maximum rate set forth in MEP's FERC Gas Tariff ("Discountable Third Party Surcharges"). MEP shall discount any particular Discountable Third Party Surcharge to the maximum extent permitted under the provisions of MEP's FERC Gas Tariff. Shipper shall only be responsible for payment to MEP of any portion of such Discountable Third Party Surcharge which MEP is not permitted to discount and for which MEP bills Shipper. There are no applicable Discountable Third Party Surcharges; provided, however, to the extent any Discountable Third Party Surcharge is approved by the FERC for inclusion in MEP Tariff during the term hereof, MEP shall discount such Discountable Third Party Surcharge(s) to the maximum extent permitted under the provisions of its FERC Gas Tariff but not below the amount of such Discountable Third Party Surcharge(s) that MEP is required to remit. Accordingly, Shipper shall be responsible for and pay to MEP the amount attributable to such Discountable Third Party Surcharge(s) which MEP is responsible for paying and remitting to the FERC and/or third party.
- 2.3 Applicable Maximum Rates, Charges, and Surcharges Unless otherwise expressly provided in this Agreement or agreed 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. 220293-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED May 18, 2023
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. _____ SHIPPER is:
XTO ENERGY INC. a PRODUCER

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, 2024.

_____ [Specify contractual rollover rights or evergreen rights or seasonal or other variable term rights, if any] _____

Service will be ON BEHALF OF:

X _____ Shipper or
_____ Other: a

The ULTIMATE END USERS are (check one): _____

_____ cust

_____ cust

_____ X customers

within any state in the continental U.S.

_____ This Agreement supersedes and cancels a Agreement dated _____

_____ Capacity

rights for this Agreement were released from _____

_____ X [for firm

service only] Service and reservation charges commence the _____ later of:

_____ Oth

7. _____ SHIPPER'S
ADDRESSES _____ MEP'S

ADDRESSES

INC. _____ XTO ENERGY
EXPRESS PIPELINE LLC _____ MIDCONTINENT

DITMAN _____ JOSHUA
ACCOUNT SERVICES _____ ATTENTION:

_____ 22777
SPRINGWOODS VILLAGE PARKWAY _____ 1001 LOUISIANA

STREET

77389 _____ SPRING, TX
SUITE 1000

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

Contract No. 220293-FTSMEP

~~MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED May 18, 2023
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)~~

~~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. _____ (DIS
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.~~

~~_____ e.
(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.~~

Contract No. 220293-FTSMEP

~~MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED May 18, 2023
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)~~

~~_____g. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either MEP or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed a waiver of any other breach or default.~~

~~Succession and Assignment. In the event any entity succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Shipper, such entity shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement. No other assignment of the Agreement nor of any of the individual rights or obligations hereunder by Shipper shall be effective as to MEP without the prior express written consent of MEP. The Agreement may be assigned by MEP to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, which shall include Kinder Morgan Energy Partners, LP or any affiliate of Kinder Morgan Energy Partners, LP.~~

~~No Third Party Beneficiaries. This Agreement shall not create any rights in any third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than MEP or Shipper.~~

~~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.~~

Contract No. 220293-FTSMEP

~~MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED May 18, 2023
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)~~

~~_____ 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 _____ XTO ENERGY
_____ INC.
_____ MEP _____ SHIPPER~~

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

~~NAME: _____~~

_____ NAME

~~TITLE: _____~~

_____ TITLE

_____ Carl

Haga

_____ Vice

President, Commercial

EXHIBIT A
DATED May 18, 2023
EFFECTIVE DATE November 1, 2023

Company: _____ XTO ENERGY
INC.

Contract No.: _____ 220293 FTSMEP

Receipt Point(s):
{FTS Only}

	<u>Name/Location</u>	<u>Co</u>
PRIMARY RECEIPT POINT(S):		
1.	HPL/MEP	
LAMAR	LAMAR	TX

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 18, 2023
EFFECTIVE DATE November 1, 2023

Company: _____ XTO ENERGY
INC.

Contract No.: _____ 220293-FTSMEP

Delivery Point(s):
{FTS Only}

	Name/Location	Cou
PRIMARY DELIVERY POINT(S):		
1. _____ CLARKE	DESTIN/MEP CLARKE	MS
2. _____ DEL CHOCTAW	TRNSCO/MEP CHOCTAW	AL

~~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)

~~1.7~~ Discounted Primary Delivery Points:
DISCOUNTED POINT

~~NAME~~
~~Transco/MEP Choctaw~~
~~Destin/MEP Clark~~

~~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

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.

GENERAL TERMS AND CONDITIONS

38. NON-CONFORMING AGREEMENTS

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

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

38.2 EXXONMOBILE OIL CORPORATION, Transportation Rate Schedule FTS Agreement, Dated November 15, 2023 (Contract No. 220684-FTSMEP).

38.3 Reserved for Future Use.

38.4 Reserved for Future Use.

38.5 Reserved for Future Use.

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. 220684-FTSMEP

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

1. SHIPPER is: EXXONMOBIL OIL CORPORATION a PRODUCER
2. MDQ totals: 75,000 Dth per Day. (Specify any seasonal and/or variable terms and quantities).
3. TERM: January 1, 2024 through October 31, 2024.

[Specify contractual rollover rights or evergreen rights or seasonal or other variable term rights, if any]

4. Service will be ON BEHALF OF:

Shipper or
 Other: a _____

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

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

6. This Agreement supersedes and cancels a Agreement dated _____
 Capacity rights for this Agreement were released from _____
 [for firm service only] Service and reservation charges commence the _____ later of:
(a) January 1, 2024, and
(b) the date capacity to provide the service hereunder is available on MEP's System.
 Other:

Contract No. 220684-FTSMEP

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

7. SHIPPER'S ADDRESSES

EXXONMOBIL OIL CORPORATION
DONALD JACKSON
22777 SPRINGWOODS VILLAGE PARKWAY
SPRING, TX 77389

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

Contract No. 220684-FTSMEP

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

- e. (NEGOTIATED RATE AGREEMENTS ONLY) Shipper and MEP understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under MEP's FERC Gas Tariff and the regulations and policies of the FERC, including without limitation any requirements for MEP to file for and receive FERC approval of the Negotiated Rates.
- f. Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the relevant address set forth in the Transportation Agreement, as may be revised from time to time.
- g. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either MEP or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed a waiver of any other breach or default.
- h. Succession and Assignment. In the event any entity succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Shipper, such entity shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement. No other assignment of the Agreement nor of any of the individual rights or obligations hereunder by Shipper shall be effective as to MEP without the prior express written consent of MEP. The Agreement may be assigned by MEP to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, which shall include Kinder Morgan Energy Partners, LP or any affiliate of Kinder Morgan Energy Partners, LP.
- i. No Third Party Beneficiaries. This Agreement shall not create any rights in any third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than MEP or Shipper.
- j. Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission.

Contract No. 220684-FTSMEP

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

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

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
MEP

EXXONMOBIL OIL CORPORATION
SHIPPER

/s/: _____

/s/: _____

NAME: CARL H HAGA

NAME: Donald Jackson

TITLE: VP-COMMERCIAL

TITLE: : _____

Carl Haga
Vice President, Commercial

**Issued By: Bruce H. Newsome, Vice President
Issued On: December 14, 2023**

Effective On: January 1, 2024

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

Company: EXXONMOBIL OIL CORPORATION

Contract No.: 220684-FTSMEP

Receipt Point(s):
[FTS Only]

	<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth) 1/</u>
PRIMARY RECEIPT POINT(S):					
1.	HPL/MEP LAMAR	LAMAR	TX	44440	75,000

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)

**Issued By: Bruce H. Newsome, Vice President
Issued On: December 14, 2023**

Effective On: January 1, 2024

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

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

Delivery Point(s):
[FTS Only]

MDQ

<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	50,000
2. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	25,000

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

SECONDARY DELIVERY POINT(S):

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

Delivery Pressure, Assumed Atmospheric Pressure

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

^{1/} (Specify monthly variations if applicable)

^{2/} (Specify different delivery pressure if applicable)

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

COMPANY: ExxonMobil Corporation
CONTRACT: 220684-FTSMEP

ARTICLE 1
DISCOUNT PARAMETERS

- 1.1 **Discount Term:** From January 1, 2024 through October 31, 2024.
- 1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 220684-FTSMEP , dated November 15, 2023, with a Contract MDQ as follows:

Seventy Five Thousand (75,000) Dth /day

- 1.3 **Discounted Monthly Base Reservation Rate:** \$14.60/Dth of MDQ

- 1.4 **Discounted Firm Transportation Quantity:**

Seventy Five Thousand (75,000) Dth /day

- 1.5 **Discounted Primary Receipt Points:** 44438

<u>NAME</u>	<u>PIN</u>	<u>DISCOUNTED POINT MDQ (Dth/d.)</u>
HPL/MEP LAMAR	44440	75,000

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

- 1.7 **Discounted Primary Delivery Points:**

<u>NAME</u>	<u>PIN</u>	<u>DISCOUNTED POINT MDQ (Dth/d.)</u>
Transco/MEP Choctaw	44451	25,000
Destin/MEP Clark	44450	50,000

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

Issued By: Bruce H. Newsome, Vice President
Issued On: December 14, 2023

Effective On: January 1, 2024

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.