



June 27, 2025

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

Attention: Ms. Debbie-Anne A. Reese, Secretary

Re: Non-Conforming Negotiated Rate Agreements Filing;
Wyoming Interstate Company, L.L.C.;
Docket No. RP25-

Commissioners:

Wyoming Interstate Company, L.L.C. ("WIC") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed in the attached Appendix A.

Proposed with an effective date of July 28, 2025, these tariff records update WIC's FERC Gas Tariff, Third Revised Volume No. 2 ("Tariff") to reflect three new non-conforming, negotiated rate transportation service agreements ("TSAs") executed with Citadel Energy Marketing LLC ("Citadel").

Reason for Filing

In 2023, WIC conducted an open season¹ for firm capacity of 180,000 dekatherms ("Dth") per day to provide service on WIC's system from receipt points in the Cheyenne Hub area for delivery to the Piceance Junction ("Open Season"). At the conclusion of the Open Season, Citadel was the successful capacity bidder and was awarded all of the capacity offered at negotiated reservation rates, as reflected in Agreement No. 220344-FTWIC.² Agreement No. 220344-FTWIC is a non-conforming, negotiated rate TSA.

Additionally, WIC is submitting Agreement Nos. 221109-FTWIC and 221110-FTPWIC which are two, non-conforming, negotiated rate TSAs that

¹ The open season contemplated the construction of new facilities, including compressor work and station modifications at WIC's existing Wamsutter compressor station, to create additional east to west capacity and modifications to the existing pipeline system ("the Project").

² On November 29, 2023, WIC filed with the Commission a prior notice request in Docket No. CP24-20-000 to construct the Project facilities required to provide the service described in the open season. WIC's prior notice request was deemed authorized on February 5, 2024. Thereafter, WIC obtained an extension of time to complete its project construction activities by December 31, 2025.

replace Agreement No. 218314-FTWIC.³ Collectively, Agreement Nos. 220344-FTWIC, 221109-FTWIC and 221110-FTPWIC shall be referred to herein as the “Citadel TSAs”. As described below, the Citadel TSAs are the result of discussions that have allowed the parties to execute agreements that provide mutual benefits to both parties without adversely affecting any other shipper.

In accordance with Section 154.112(b) of the Commission’s regulations⁴ and the Commission’s policy statement regarding negotiated rates,⁵ WIC is filing the Citadel TSAs for the Commission’s review and acceptance. The Citadel TSAs contain non-conforming provisions that are not included in WIC’s Rate Schedule FT Form of Service Agreement (“*Pro Forma*”). Accordingly, WIC is proposing to update its Tariff to include the Citadel TSAs.

Description of Agreements

As described below, the Citadel TSAs contain non-conforming provisions that do not affect the quality of service received by any other WIC shipper nor are such provisions unduly discriminatory.

Non-Conforming Provisions

Construction of Facilities - Agreement No. 220344-FTWIC

Paragraph 5 of the *Pro Forma* reflects certain provisions that may be included in a TSA when service involves the construction of facilities. Among these provisions is an acknowledgment that the construction of additional facilities is required in order to provide transportation service to the shipper. Moreover, paragraph 5 of the *Pro Forma* provides that WIC’s obligations under the TSA are subject to the satisfaction of certain conditions.

In Agreement No. 220344-FTWIC, Citadel and WIC have included construction provisions in paragraph 5 to better align the TSA provisions with the scope of the Project. In addition to describing the specifics of the construction of additional facilities, paragraph 5 of Agreement No. 220344-FTWIC states that WIC’s obligations are subject to the satisfaction of certain conditions and that WIC has the sole right to waive those conditions.

³ As part of contractual negotiations, WIC and Citadel agreed to the early termination of existing Agreement No. 218314-FTWIC pursuant to Section 4.12(a) of the General Terms and Conditions of WIC’s Tariff. The parties agreed to replace this TSA with Agreement Nos. 221109-FTWIC and 221110-FTPWIC that incorporate underlying capacity associated with Agreement No. 218314-FTWIC.

⁴ 18 C.F.R. §§ 154.112(b) (2024).

⁵ *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,076 (1996); *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134 (2003) (“Policy Statement”).

With regard to the conditions, paragraph 5 stipulates that WIC will receive all necessary regulatory approvals, permits and other authorizations for the additional facilities. Additionally, WIC will acquire all rights-of-way, surface rights and material required for the construction and maintenance of the additional facilities. Paragraph 5(iii) of the TSA utilizes a fill-in-the-blank provision to provide for the execution of agreements required for the construction of the additional facilities.

Finally, language has been included in paragraph 5 to state that if the construction-related conditions are not fully satisfied or waived by WIC, then WIC may terminate Agreement No. 220344-FTWIC without liability to Citadel by providing Citadel written notice.⁶ Further, WIC will provide notice to Citadel upon satisfaction or waiver of the conditions. These potentially non-conforming construction provisions are tailored to the Project and simply clarify the necessary facilities and the specific construction conditions required. Such modifications to the *Pro Forma* language do not provide Citadel any undue preference or impact transportation service provided by WIC to any other shipper.

Term of Firm Transportation Service and Right of First Refusal – Citadel TSAs

Paragraph 10 of the *Pro Forma* provides a fill-in-the-blank for inclusion of the applicable term of service and allows for, among other things, the addition of any construction contingencies, extension rights such as an evergreen or rollover, and/or a contractual right of first refusal (“ROFR”). Paragraphs 10 and 11 of the Citadel TSAs document the applicable term of transportation service, a contractual right to extend the underlying TSA (“Extension Right”), and a ROFR dependent upon Citadel’s use of its Extension Right.

Paragraph 10 of Agreement No. 220344-FTWIC describes how the in-service date of the TSA is determined, addresses other service period-related terms, and the associated length of the primary term.⁷ Specifically, WIC will notify Citadel when the Project facilities are completed and ready for service and WIC is authorized to place such facilities into service. Consequently, the TSA provides that service will commence on the earlier of: (a) the date specified in Citadel’s written response to WIC’s notification, and (b) the first day of the calendar month following the month during which WIC notified Citadel. Depending on which commencement option transpires, the end date of the primary term for Agreement No. 220344-FTWIC will be approximately eleven years following such date (“Primary Term End Date”).

⁶ WIC notes that it anticipates placing its Project facilities in service as early as July 28, 2025.

⁷ Paragraph 10 in Agreement No. 220344-FTWIC specifies a primary term of service commencing on the Service Start Date and ending on either (i) April 1, 2036 or (ii) 11 years following the in-service date.

In a related manner, WIC and Citadel agreed to a similar paragraph 10 for Agreement Nos. 221109-FTWIC and 221110-FTPWIC. In these TSAs, paragraph 10 provides that service will commence on the In-Service Date (as defined in Agreement No. 220344-FTWIC) and end on the later of: (i) April 1, 2036 and (ii) the Primary Term End Date (as defined in Agreement No. 220344-FTWIC). Given that certain defined terms illustrate the related nature of the Citadel TSAs, WIC has marked the Term of Firm Transportation Service language as potentially non-conforming in the attached Appendix B.

Additionally, new paragraph 11 in each of the Citadel TSAs describes the shipper's right to extend the primary term of the underlying TSA at the maximum rate for an additional term of one to five years, i.e., Extension Right. This Extension Right will occur at Citadel's election subsequent to providing written notice to WIC no later than twelve months prior to the expiration of the primary term of the underlying TSA/s. In the event Citadel extends the term of its TSAs by means of exercising this right, Citadel will have a ROFR as provided for in WIC's Tariff under General Terms and Conditions ("GT&C") Section 4.10(a)(i)(ii). Though the inclusion of the ROFR language is non-conforming, the provision simply mirrors the relevant language in WIC's Tariff and is included only for the purpose of clarity. As for the Extension Right, such provision is reflected in each TSA consistent with the agreement of the parties and stipulation in the Open Season.

Effect on Prior Agreements - Agreement Nos. 221109-FTWIC and 221110-FTPWIC

Paragraph 12 of the *Pro Forma* provides a fill-in-the-blank to describe the effect of the TSA on existing agreements. Paragraph 13 of Agreement Nos. 221109-FTWIC and 221110-FTPWIC includes provisions wherein the parties agreed that (i) the underlying agreement is being executed concurrently with two other subject agreements with Citadel, (ii) the Citadel TSAs constitute a series of related transactions and agreements, (iii) two of the agreements (i.e., Agreement Nos. 221109-FTWIC and 221110-FTPWIC) will replace and supersede existing Agreement No. 218314-FTWIC upon the service start date (as defined in the TSA), and (iv) Agreement No. 218314-FTWIC will be of no further force or effect. Further, the Citadel TSAs state that if Agreement No. 220344-FTWIC is terminated by either party before the service start date, then the underlying agreement will terminate and existing Agreement No. 218314-FTWIC will remain in full force and effect. Given that the Citadel TSAs are interdependent for purposes of the effect on prior agreements as well as the commencement of service, WIC has marked the language shown in paragraph 13 of Agreement Nos. 221109-FTWIC and 221110-FTPWIC as potentially non-conforming in the attached Appendix B.

Creditworthiness - Agreement No. 220344-FTWIC

Paragraph 14 in Agreement No. 220344-FTWIC includes creditworthiness requirements necessary to ensure continued financial support during the term of the agreement. Specifically, the TSA requires the shipper to demonstrate and maintain sufficient evidence of satisfaction of creditworthiness throughout the term of the TSA by demonstrating that: (1) shipper's senior unsecured debt securities are rated at least BBB- by Standard and Poor's Corporation ("S&P") or Baa3 by Moody's Investor Service ("Moody's"); and (2) shipper is not under review for possible downgrade by S&P and/or Moody's to a level below the stated levels.

The provision further requires that if Citadel falls below the aforementioned creditworthiness requirements or becomes unrated or otherwise fails to satisfy the creditworthiness requirements during the term of the TSA, then for the time period Citadel is unrated or is otherwise unable to satisfy the requirements outlined above, Citadel shall satisfy its creditworthiness obligation by providing one of the following forms of credit, at its option: (1) an irrevocable, unconditional guarantee of its obligations under the TSA, reasonably acceptable to WIC, and issued by another person or entity that satisfies the creditworthiness standards, or (2) an irrevocable letter of credit from a bank reasonably acceptable to WIC and equal to the anticipated charges under the TSA during the lessor of 36 months and the period of time remaining in the term.

Additionally, to the extent evidence of Citadel's creditworthiness is not publicly available, upon reasonable request by WIC, Citadel shall promptly provide evidence of its creditworthiness, which WIC may then share with its lenders or creditors or any nationally recognized rating agency that is maintaining a rating of WIC's (or its parent entity's) debt securities. If any change in ratings or conditions requires Citadel to change how it satisfies the creditworthiness provisions, Citadel shall make that demonstration (including, if necessary, the provision of any guarantee or letter of credit) within fifteen business days of the change.

The creditworthiness provisions contained in Agreement No. 230344-FTWIC supplement the creditworthiness requirements found in GT&C Section 4.13 of WIC's Tariff. Although non-conforming, WIC does not believe these provisions rise to the level of a material deviation given that the additional creditworthiness obligations are necessary to provide a degree of protection to WIC since it is undertaking system modifications in order to provide the service contemplated in the TSAs.⁸ Therefore, WIC respectfully requests the Commission approve these non-conforming provisions.

⁸ The Commission has previously approved similar creditworthiness language. See *El Paso Natural Gas Co.*, Docket No. RP25-705-000 (Apr. 1, 2025) (unpublished letter order); Docket No. RP24-775-000 (June 4, 2024) (unpublished letter order); and RP23-946-000 (Aug. 23, 2023) (unpublished letter order) where the Commission accepted creditworthiness provisions that involved capacity requiring the construction of new facilities.

Exhibit Footnotes – Citadel TSAs

The Citadel TSAs include footnote language in Exhibits A and B that defines the term “Initial Period” and provides a date-specific example. Though the inclusion of the language is non-conforming, the purpose of such language is to help delineate the applicable time periods for the specific receipt and delivery points shown. This non-conforming language is not unduly discriminatory and does not adversely affect another WIC shipper.

Negotiated Rates

Section 4.15 of the GT&C of WIC’s Tariff allows WIC and a shipper to agree to a transportation rate that is not subject to the minimum-to-maximum range provided on the Tariff’s Statement of Rates. Pursuant to that provision, WIC and Citadel agreed to fixed negotiated reservation rates for the Citadel TSAs submitted herewith. As shown in Exhibit B of the Citadel TSAs, each agreement includes certain negotiated reservation rates that apply to transportation service for primary points as well as secondary points during different time periods for the TSA. In the event Citadel exercises its Extension Rights for its TSAs,⁹ the rate for transportation service (i.e., for both primary and secondary transactions) under such extended terms will be the maximum rate for Rate Schedule FT service.

Tariff Provisions

WIC is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2024) and Subpart C of Part 154 of the Commission’s regulations.¹⁰

Part I, Section 1 lists the Citadel TSAs as non-conforming, negotiated rate agreements on the Table of Contents for WIC’s Tariff. The index page for Part VII provides a similar update by including the TSAs on the list of agreements reflected in that part of the Tariff.

Part II, Section 4.3 reflects the removal of Citadel’s current negotiated rate Agreement No. 218314-FTWIC, as such TSA is replaced and superseded by the new Agreement Nos. 221109-FTWIC and 221110-FTPWIC.

Part VII, Sections 1.0 through 1.2, 4.0 through 4.2 and 6.0 through 6.2 are updated to include the non-conforming, negotiated rate Citadel TSAs.

⁹ As described above, Citadel’s contractual Extension Right provides the option for Citadel to extend service under its TSA for a period of one to five years beyond the primary term.

¹⁰ See 18 C.F.R. §§ 154.201 - 154.210 (2024) (Subpart C).

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,¹¹ WIC is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter;
- b) Appendix A, a list of the proposed tariff records;
- c) Appendix B, marked versions of the Citadel TSAs reflecting changes from the *Pro Forma*;
- d) Appendix C, executed copies of the Citadel TSAs; and
- e) clean and marked versions of the tariff records in PDF format.

WIC respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on July 28, 2025, which is consistent with the anticipated in-service date of the Citadel TSAs.¹² With respect to any tariff records the Commission allows to go into effect without change, WIC hereby moves to place the tendered tariff records in to effect at the end of any minimal suspension period established by the Commission.

Correspondence and communications concerning this filing should be directed to:

Ms. Shelly L. Busby
Director, Regulatory
Wyoming Interstate Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 520-4657
WICRegulatoryAffairs@kindermorgan.com

Mr. Tim Cronin
Assistant General Counsel
Wyoming Interstate Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 520-4290
Tim_Cronin@kindermorgan.com

These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.203 (2024)).

The undersigned hereby certifies that she 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 her knowledge and belief; and (iii) that she possesses full power and authority to sign this filing.

¹¹ 18 C.F.R. §§ 154.1 – 154.603 (2024) (Part 154).

¹² The proposed effective date for the tariff records representing the Citadel TSAs coincides with the earliest anticipated effective date of the agreements (i.e., July 28, 2025). Recognizing that construction and facility commissioning-related Project issues may affect the anticipated in-service date for the Project facilities, the anticipated contract effective date could vary from that specified herein. If so, WIC will submit a filing to update the effective date of the tariff records to align with the actual contract effective date should the Commission deem it necessary.

Respectfully submitted,

WYOMING INTERSTATE COMPANY, L.L.C.

By: _____/s/
Shelly L. Busby
Director, Regulatory

Enclosures

Certificate of Service

I hereby certify that I have this day caused a copy of the foregoing document to be served upon all shippers on WIC's pipeline system and interested state regulatory commissions, in accordance with the requirements of Sections 154.208 and 385.2010 of the Commission's Regulations.

Dated at Colorado Springs, Colorado as of this 27th day of June 2025.

/s/

Shelly L. Busby

Post Office Box 1087
Colorado Springs, CO 80944
(719) 520-4657

WYOMING INTERSTATE COMPANY, L.L.C.
Non-Conforming Negotiated Rate Agreements Filing

Third Revised Volume No. 2

Part I: Overview

Section 1	Table of Contents	Version 35.0.0
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Part II: Stmt. of Rates

Section 4.3	Reserved	Version 5.0.0
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Part VII: Non- Conforming

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Section 1	Citadel Energy Marketing LLC #220344-FTWIC	Version 3.0.0
Section 1.1	Citadel Energy Marketing LLC #220344-FTWIC Exh A	Version 3.0.0
Section 1.2	Citadel Energy Marketing LLC #220344-FTWIC Exh B	Version 3.0.0
Section 4	Citadel Energy Marketing LLC #221109-FTWIC	Version 3.0.0
Section 4.1	Citadel Energy Marketing LLC #221109-FTWIC Exh A	Version 3.0.0
Section 4.2	Citadel Energy Marketing LLC #221109-FTWIC Exh B	Version 3.0.0
Section 6	Citadel Energy Marketing LLC #221110-FTPWIC	Version 2.0.0
Section 6.1	Citadel Energy Marketing LLC #221110-FTPWIC Exh A	Version 2.0.0
Section 6.2	Citadel Energy Marketing LLC #221110-FTPWIC Exh B	Version 2.0.0

Appendix B

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

TRANSPORTATION SERVICE AGREEMENT

Rate Schedule FT

DATED: August 22, 2024

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: CITADEL ENERGY MARKETING LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time (the "Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between the Primary Points of Receipt and the Primary Point(s) of Delivery shall be on a firm basis. Receipt and delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.

The Parties recognize that Transporter must construct certain additional facilities in order to provide Transportation Service for Shipper under this Agreement, including (a) compression work and station modifications at Transporter's Wamsutter Compressor Station in Sweetwater County, Wyoming and (b) installation and implementation of certain other system modifications to Transporter's pipeline system as determined by Transporter (collectively, the "Additional Facilities"), Accordingly, Transporter's obligations under this Agreement are subject to the satisfaction of the following conditions, which conditions are solely for the benefit of Transporter, and only Transporter shall have the right to waive such conditions:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as receipt by Transporter of all ~~other~~ necessary regulatory approvals, permits, and other authorizations for the ~~a~~Additional ~~f~~Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The acquisition by Transporter of all rights-of-way, other surface rights and materials required to site, construct, and maintain the Additional Facilities on terms and conditions acceptable to Transporter in its sole discretion. The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.
- (iii) The execution of agreements for the construction of the Additional Facilities on terms and conditions acceptable to Transporter in its sole discretion.

If the foregoing conditions are not fully satisfied or waived by Transporter, then Transporter may terminate this Agreement without liability of any kind to Shipper by providing Shipper with written notice thereof. Transporter shall provide notice to Shipper upon satisfaction or waiver of the foregoing conditions.

6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. Upon mutual agreement, the Parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. **Negotiated Rate:** Yes ☒ No ☐
9. **Maximum Delivery Quantity ("MDQ"):**

MDQ (Dth/Day)	Effective
180,000	In-Service Date through the last day of the Service Term

10. **Term of Firm Transportation Service:** This Agreement shall be effective as of the date first written above (the "Effective Date") and, unless otherwise terminated by the Parties, shall remain in effect through the last day of the Service Term (the "Term"). Transporter will notify (with e-mail notification being sufficient) Shipper in writing when the Additional Facilities are completed and ready for service and Transporter is authorized to place the Additional Facilities into service (the "ISD Notice"). Shipper's right to transport gas under this Agreement shall commence on the earlier of (a) the date specified in Shipper's written response (with an e-mail response to Transporter being sufficient) (the "Shipper ISD Election Notice") to the ISD Notice (the "Option 1 ISD"), and (b) the first day of the calendar month following the month during which Transporter delivers the ISD Notice to Shipper (the "Option 2 ISD"; the applicable commencement date, either the Option 1 ISD or the Option 2 ISD, shall be the "In-Service Date") and shall continue until (c) if the Option 1 ISD is selected, the 11th anniversary of the first day of the calendar month following the In-Service Date or (d) if the Option 2 ISD is selected, the 11th anniversary of the In-Service Date (the "Primary Term End Date") (the In-Service Date through the Primary Term End Date being the "Primary Term"). For clarity, if Transporter does not receive the Shipper ISD Election Notice, then Shipper shall be deemed to have selected the Option 2 ISD as the In-Service Date.
11. **Right of First Refusal:** Shipper shall have a contractual right to extend the Primary Term for an additional term of one to five years (at Shipper's election) (the "Renewal Term" and, together with the Primary Term, the "Service Term") by delivering written notice thereof to Transporter not later than 12 months prior to the expiration of the Primary Term. If Shipper elects to extend the Primary Term as provided in this paragraph, then Shipper shall have "an agreement with an effective date on or after March 27, 2000 for service for twelve consecutive months or more at the applicable maximum rate for that service" as provided in Section 4.10(a)(i)(ii) of the General Terms and Conditions of the Tariff and, accordingly and for the avoidance of doubt, Shipper shall thereafter have a Right of First Refusal with respect to this Agreement as provided in Section 4.10 of the General Terms and Conditions of the Tariff, including, subject to the terms, conditions and limitations set forth in Section 4.10 of the General Terms and Conditions of the Tariff, an ongoing right to extend the Service Term.

12. **Notices, Statements, and Bills:**

~~Invoices:~~

To Shipper: _____

Invoices:

Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Energy Invoices
Tel#: 312-395-2846
Email: Energy_Invoices@citadel.com

All Notices:

Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Legal Department
Tel#: 305-929-6851
Email: CitadelAgreementNotice@citadel.com

To Transporter:

See "Points of Contact" in the Tariff.

13. **Effect on Prior Agreement(s):** N/A.

14. **Creditworthiness:** At all times during the Term, Shipper shall demonstrate and maintain the following creditworthiness requirements:

- (i) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall be deemed creditworthy by Transporter if (x) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (y) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in the foregoing clause (x).
- (ii) If at any time during the Term, Shipper's S&P or Moody's rating falls below the levels described in subpart (i) above, or Shipper becomes unrated or otherwise fails to satisfy the requirements of subpart (i) above, then for the time period Shipper's ratings are below that level or Shipper is unrated or is otherwise unable to satisfy the requirements of subpart (i), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in subpart (iii) below. If Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described in subpart (i) above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in subpart (i).

- (iii) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in subpart (i) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (x) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in subpart (i); or (y) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the anticipated charges under this Agreement during the lesser of (A) 36 months and (B) the period of time remaining in the Term.
- (iv) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's (or its parent entity's) debt securities.
- (v) If any change in ratings or conditions requires Shipper to change how it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including, if necessary, the provision of any guarantee or letter of credit) within 15 Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

Transporter:

WYOMING INTERSTATE COMPANY, L.L.C.

Accepted and agreed to this _____ day
of _____, 2024.

Shipper:

CITADEL ENERGY MARKETING LLC

Accepted and agreed to this _____ day
of _____, 2024.

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶9.)

<i>Primary Point(s) of Receipt (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.)(4)</i>
800104 (BOW) BOWIE WELD	Service Term (See ¶11)	64,650	1,000
800245 (FLY) FLYING HAWK WELD	Service Term (See ¶11)	64,350	1,000
896054 (CRE) CRESTON CARBON	Service Term (See ¶11)	51,000	The MAOP of Transporter's Facilities at this Point

<i>Primary Point(s) of Delivery (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.)(4)</i>
800561 (PJT) PICEANCE JUNCTION SWE	Initial Period (5) (Nov-Mar)	180,000	1,000
800561 (PJT) PICEANCE JUNCTION SWE	Initial Period (5) (Apr-Oct)	147,000	1,000
896114 (TML) THREEMILE DELIVERY	Initial Period (5) (Apr-Oct)	33,000	1,250
800528 (OVW) OVERTHRUST/ WIC SW	Following the Initial Period (5) until the end of the Service Term (See ¶11)	180,000	900

EXHIBIT A
(Cont.)

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.
- (5) The term "Initial Period" means the period beginning on the In-Service Date (See ¶10) and ending on the day immediately preceding the 10th anniversary of the In-Service Date. For example, if the In-Service Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
As Listed on Exhibit A	As Listed on Exhibit A	Initial Period (5)	(1a)	(1)	(1)	(2)	(3)
As Listed on Exhibit A	As Listed on Exhibit A	Following the Initial Period (5) until the end of the Primary Term (See ¶10)	(1b)	(1)	(1)	(2)	(3)
As Listed on Exhibit A	As Listed on Exhibit A	Renewal Term (See ¶11)	(1)	(1)	(1)	(2)	(3)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
All	All	Initial Period (5)	(1a)	(1)	(1)	(2)	(3)
All	All	Following the Initial Period (5) until the end of the Primary Term (See ¶10)	(1b)	(1)	(1)	(2)	(3)
All	All	Renewal Term (See ¶11)	(1)	(1)	(1)	(2)	(3)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$3.8538 per Dth per month, which shall be payable regardless of quantities transported.

EXHIBIT B
(Cont.)

Notes: (Cont.)

- (1b) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$1.5208 per Dth per month, which shall be payable regardless of quantities transported.
- (2) Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, If Applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.
- (5) The term "Initial Period" means the period beginning on the In-Service Date and ending on the day immediately preceding the 10th anniversary of the In-Service Date. For example, if the In-Service Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

FIRM TRANSPORTATION SERVICE AGREEMENT

Rate Schedule FT

DATED: August 22, 2024

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: CITADEL ENERGY MARKETING LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. **Negotiated Rate:** Yes X No
9. **Maximum Delivery Quantity ("MDQ"):**

MDQ (Dth/Day)	Effective
190,000	Service Start Date through the last day of the Initial Period (as defined in Exhibit A)
10,000	Following the Initial Period through the last day of the Service Term

10. **Term of Firm Transportation Service:** This Agreement shall be effective as of the date first written above and, unless otherwise terminated by the Parties or in accordance with the terms

hereof, shall remain in effect through the last day of the Service Term (the "Term"). Shipper's right to transport gas under this Agreement shall commence on the In-Service Date (as such term is defined in that certain Firm Transportation Service Agreement (Agreement No. 220344-FTWIC) dated August 22, 2024, by and between Shipper and Transporter (the "WIC to Overthrust Agreement") and incorporated herein by reference) (the "Service Start Date") and end on the later of (A) April 1, 2036 and (B) the Primary Term End Date (as defined in the WIC to Overthrust Agreement) (the "Replacement FTSA No. 1 Primary Term").

11. **Right of First Refusal:** Shipper shall have a contractual right to extend the Replacement FTSA No. 1 Primary Term for an additional term of one to five years (at Shipper's election) (the "Replacement FTSA No. 1 Renewal Term" and, together with the Replacement FTSA No. 1 Primary Term, the "Service Term") by delivering written notice thereof to Transporter not later than 12 months prior to the expiration of the Replacement FTSA No. 1 Primary Term. If Shipper elects to extend the Replacement FTSA No. 1 Primary Term as provided in this paragraph, then Shipper shall have "an agreement with an effective date on or after March 27, 2000 for service for twelve consecutive months or more at the applicable maximum rate for that service" as provided in Section 4.10(a)(i)(ii) of the General Terms and Conditions of the Tariff and, accordingly and for the avoidance of doubt, Shipper shall thereafter have a Right of First Refusal with respect to this Agreement as provided in Section 4.10 of the General Terms and Conditions of the Tariff, including, subject to the terms, conditions and limitations set forth in Section 4.10 of the General Terms and Conditions of the Tariff, an ongoing right to extend the Service Term.

12. **Notices, Statements, and Bills:**

~~Invoices:~~

To Shipper:

Invoices:

Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Energy Invoices
Tel#: 312-395-2846
Email: Energy_Invoices@citadel.com

All Notices:

Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Legal Department
Tel#: 305-929-6851
Email: CitadelAgreementNotice@citadel.com

To Transporter:

See "Points of Contact" in the Tariff.

13. **Effect on Prior Agreement(s):** The Parties acknowledge and agree that (i) this Agreement is being executed concurrently with the WIC to Overthrust Agreement and that certain Firm Transportation Service Agreement (Agreement No. 221110-FTPWIC) dated August 22, 2024, by and between Shipper and Transporter (the "Rio Blanco to Piceance Agreement"), (ii) the transactions and agreements contemplated herein and therein constitute a series of related transactions and agreements by and between the Parties, (iii) as of the Service Start Date, this Agreement and the Rio Blanco to Piceance Agreement will replace and supersede that certain Firm Transportation Service Agreement (Agreement No. 218314-FTWIC) dated October 26, 2022 (the "Original Agreement") in its entirety, and (iv) from and after the Service Start Date, the Original Agreement shall be of no further force or effect, except for those provisions that expressly or by their nature survive the termination thereof. Accordingly, the Parties agree that if the WIC to Overthrust Agreement is terminated by either Party before the Service Start Date, then this Agreement shall automatically terminate and the Original Agreement shall remain in full force and effect in accordance with its terms as if this Agreement had not been executed. For clarity, prior to the earlier of (a) the termination of this Agreement as provided herein and (b) the Service Start Date, the Original Agreement shall remain in full force and effect, and Shipper shall continue to have the right to transport gas thereunder, until the earlier of (x) the termination or expiration of the Original Agreement in accordance with its terms and (y) the Service Start Date, as the case may be.

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

Transporter:

WYOMING INTERSTATE COMPANY, L.L.C.

Accepted and agreed to this

_____ day of _____, 2024.

Shipper:

CITADEL ENERGY MARKETING LLC

Accepted and agreed to this

_____ day of _____, 2024.

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶9.)

<i>Primary Point(s) of Receipt (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800561 (PJT) PICEANCE JUNCTION SWE	Initial Period (5)	190,000	1,000
800561 (PJT) PICEANCE JUNCTION SWE	Following the Initial Period (5) until the end of the Service Term (See ¶11)	10,000	1,000
<i>Primary Point(s) of Delivery (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
800528 (OVW) OVERTHRUST/ WIC SW	Initial Period (5)	190,000	900
800528 (OVW) OVERTHRUST/ WIC SW	Following the Initial Period (5) until the end of the Service Term (See ¶11)	10,000	900

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.

EXHIBIT A CONT'D

Notes: (Cont'd)

- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.
- (5) The term "Initial Period" means the period beginning on the Service Start Date (See ¶10) and ending on the day immediately preceding the 10th anniversary of the Service Start Date. For example, if the Service Start Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
As Listed on Exhibit A	As Listed on Exhibit A	Initial Period (5)	(1a)	(1)	(1)	(2)	(3)
As Listed on Exhibit A	As Listed on Exhibit A	Following the Initial Period (5) until the end of the Replacement FTSA No. 1 Primary Term (See ¶10)	(1b)	(1)	(1)	(2)	(3)
As Listed on Exhibit A	As Listed on Exhibit A	Replacement FTSA No. 1 Renewal Term (See ¶11)	(1)	(1)	(1)	(2)	(3)

EXHIBIT B CONT'D

(Table Cont'd)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
47968 (WAL) WALCOTT JUNCTION BI-DIR	47968 (WAL) WALCOTT JUNCTION BI-DIR						
48646 (SLO) SILO PLANT REC	48646 (SLO) SILO PLANT REC						
800104 (BOW) BOWIE	800104 (BOW) BOWIE						
800115 (BTC) BITTER CREEK BI-DIRECTI	800115 (BTC) BITTER CREEK BI-DIRECTI						
800116 (BTW) BAXTER TO WIC	800116 (BTW) BAXTER TO WIC						
800212 (DOV) DOVER METER STATION	800212 (DOV) DOVER METER STATION						
800245 (FLY) FLYING HAWK	800245 (FLY) FLYING HAWK						
800528 (OVW) OVERTHRUST/ WIC	800528 (OVW) OVERTHRUST/ WIC						
800561 (PJT) PICEANCE JUNCTION	800561 (PJT) PICEANCE JUNCTION						
800633 (RIM) RED RIM	800633 (RIM) RED RIM						
800666 (RTW) RAWLINS TO WIC	800666 (RTW) RAWLINS TO WIC	Initial Period (5)	(1a)	(1)	(1)	(2)	(3)
800716 (TDC) THUNDER CHIEF METER	800716 (TDC) THUNDER CHIEF METER						
800760 (WAW) WAMSUTTER TO WIC	800760 (WAW) WAMSUTTER TO WIC						
800899 (WHP) WIC HEADSTATION POOL	800899 (WHP) WIC HEADSTATION POOL						
801488 (GHP) EAST MAINLINE HEADSTATIO	801488 (GHP) EAST MAINLINE HEADSTATIO						
896002 (DUL) DULLKNIFE METER	896002 (DUL) DULLKNIFE METER						
896018 (LTW) LITTLE WOLF	896018 (LTW) LITTLE WOLF						
896021 (RKP) ROCKPORT	896021 (RKP) ROCKPORT						
896026 (OWL) OWL CREEK	896026 (OWL) OWL CREEK						
896054 (CRE) CRESTON	896054 (CRE) CRESTON						
896084 (STB) SITTING BULL DELIVERY	896084 (STB) SITTING BULL DELIVERY						
896114 (TML) THREEMILE DELIVERY	896114 (TML) THREEMILE DELIVERY						

EXHIBIT B CONT'D

(Table Cont'd)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
47968 (WAL) WALCOTT JUNCTION BI-DIR 48646 (SLO) SILO PLANT 800104 (BOW) BOWIE 800115 (BTC) BITTER CREEK BI-DIR 800116 (BTW) BAXTER TO WIC 800212 (DOV) DOVER METER STATION 800245 (FLY) FLYING HAWK 800528 (OVW) OVERTHRUST/WIC 800561 (PJT) PICEANCE JUNCTION 800633 (RIM) RED RIM 800666 (RTW) RAWLINS TO WIC 800716 (TDC) THUNDER CHIEF METER 800760 (WAW) WAMSUTTER TO WIC 800899 (WHP) WIC HEADSTATION POOL 801488 (GHP) EAST MAINLINE 896002 (DUL) DULLKNIFE METER 896018 (LTW) LITTLE WOLF 896021 (RKP) ROCKPORT 896026 (OWL) OWL CREEK 896054 (CRE) CRESTON 896084 (STB) SITTING BULL DELIVERY 896114 (TML) THREEMILE DELIVERY	47968 (WAL) WALCOTT JUNCTION BI-DIR 48646 (SLO) SILO PLANT 800104 (BOW) BOWIE 800115 (BTC) BITTER CREEK BI-DIR 800116 (BTW) BAXTER TO WIC 800212 (DOV) DOVER METER STATION 800245 (FLY) FLYING HAWK 800528 (OVW) OVERTHRUST/WIC 800561 (PJT) PICEANCE JUNCTION 800633 (RIM) RED RIM 800666 (RTW) RAWLINS TO WIC 800716 (TDC) THUNDER CHIEF METER 800760 (WAW) WAMSUTTER TO WIC 800899 (WHP) WIC HEADSTATION POOL 801488 (GHP) EAST MAINLINE 896002 (DUL) DULLKNIFE METER 896018 (LTW) LITTLE WOLF 896021 (RKP) ROCKPORT 896026 (OWL) OWL CREEK 896054 (CRE) CRESTON 896084 (STB) SITTING BULL DELIVERY 896114 (TML) THREEMILE DELIVERY	Following the Initial Period (5) until the end of the Replacement FTSA No. 1 Primary Term (See ¶10)	(1b)	(1)	(1)	(2)	(3)
Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed in the table immediately above in this Exhibit B with a Primary or Secondary Delivery Point listed in the table immediately above in this Exhibit B.		Replacement FTSA No. 1 Primary Term (See ¶10)	(1)	(1)	(1)	(2)	(3)
All	All	Replacement FTSA No. 1 Renewal Term (See ¶11)	(1)	(1)	(1)	(2)	(3)

EXHIBIT B CONT'D

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$1.6008 per Dth per month, which shall be payable regardless of quantities transported.
- (1b) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$1.5209 per Dth per month, which shall be payable regardless of quantities transported.
- (2) Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.
- (5) The term "Initial Period" means the period beginning on the Service Start Date (See ¶10) and ending on the day immediately preceding the 10th anniversary of the Service Start Date. For example, if the Service Start Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

FIRM TRANSPORTATION SERVICE AGREEMENT

Rate Schedule FT

DATED: August 22, 2024

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: CITADEL ENERGY MARKETING LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. **Negotiated Rate:** Yes X No
9. **Maximum Delivery Quantity ("MDQ"):**

MDQ (Dth/Day)	Effective
190,000	Service Start Date through the last day of the Initial Period (as defined in Exhibit A)
10,000	Following the Initial Period through the last day of the Service Term

10. **Term of Firm Transportation Service:** This Agreement shall be effective as of the date first written above and, unless otherwise terminated by the Parties or in accordance with the terms hereof, shall remain in effect through the last day of the Service Term (the "Term"). Shipper's right to transport gas under this Agreement shall commence on the In-Service Date (as such term is defined in that certain Firm Transportation Service Agreement (Agreement No. 220344-FTWIC) dated August 22, 2024, by and between Shipper and Transporter (the "WIC to Overthrust Agreement") and incorporated herein by reference) (the "Service Start Date") and end on the later of (A) April 1, 2036 and (B) the Primary Term End Date (as defined in the WIC to Overthrust Agreement) (the "Replacement FTSA No. 2 Primary Term").
11. **Right of First Refusal:** Shipper shall have a contractual right to extend the Replacement FTSA No. 2 Primary Term for an additional term of one to five years (at Shipper's election) (the "Replacement FTSA No. 2 Renewal Term" and, together with the Replacement FTSA No. 2 Primary Term, the "Service Term") by delivering written notice thereof to Transporter not later than 12 months prior to the expiration of the Replacement FTSA No. 2 Primary Term. If Shipper elects to extend the Replacement FTSA No. 2 Primary Term as provided in this paragraph, then Shipper shall have "an agreement with an effective date on or after March 27, 2000 for service for twelve consecutive months or more at the applicable maximum rate for that service" as provided in Section 4.10(a)(i)(ii) of the General Terms and Conditions of the Tariff and, accordingly and for the avoidance of doubt, Shipper shall thereafter have a Right of First Refusal with respect to this Agreement as provided in Section 4.10 of the General Terms and Conditions of the Tariff, including, subject to the terms, conditions and limitations set forth in Section 4.10 of the General Terms and Conditions of the Tariff, an ongoing right to extend the Service Term
12. **Statements, and Bills:**
- ~~Invoices:~~
- To Shipper:**
- Invoices:**
Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Energy Invoices
Tel#: 312-395-2846
Email: Energy_Invoices@citadel.com
- All Notices:**
Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Legal Department
Tel#: 305-929-6851

Email: CitadelAgreementNotice@citadel.com

To Transporter:

See "Points of Contact" in the Tariff.

13. **Effect on Prior Agreement(s):** The Parties acknowledge and agree that (i) this Agreement is being executed concurrently with the WIC to Overthrust Agreement and that certain Firm Transportation Service Agreement (Agreement No. 221109-FTWIC) dated August 22, 2024, by and between Shipper and Transporter (the "Piceance to OVT Agreement"), (ii) the transactions and agreements contemplated herein and therein constitute a series of related transactions and agreements by and between the Parties, (iii) as of the Service Start Date, this Agreement and the Piceance to OVT Agreement will replace and supersede that certain Firm Transportation Service Agreement (Agreement No. 218314-FTWIC) dated October 26, 2022 (the "Original Agreement") in its entirety, and (iv) from and after the Service Start Date, the Original Agreement shall be of no further force or effect, except for those provisions that expressly or by their nature survive the termination thereof. Accordingly, the Parties agree that if the WIC to Overthrust Agreement is terminated by either Party before the Service Start Date, then this Agreement shall automatically terminate and the Original Agreement shall remain in full force and effect in accordance with its terms as if this Agreement had not been executed. For clarity, prior to the earlier of (a) the termination of this Agreement as provided herein and (b) the Service Start Date, the Original Agreement shall remain in full force and effect, and Shipper shall continue to have the right to transport gas thereunder, until the earlier of (x) the termination or expiration of the Original Agreement in accordance with its terms and (y) the Service Start Date, as the case may be.

14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

Transporter:

WYOMING INTERSTATE COMPANY, L.L.C.

Accepted and agreed to this

_____ day of _____, 2024.

Shipper:

CITADEL ENERGY MARKETING LLC

Accepted and agreed to this

_____ day of _____, 2024.

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶9.)

<i>Primary Point(s) of Receipt (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.)(4)</i>
896062 (RBL) RIO BLANCO	Initial Period (5)	190,000	1,280
896062 (RBL) RIO BLANCO	Following the Initial Period (5) until the end of the Service Term (See ¶11)	10,000	1,280

<i>Primary Point(s) of Delivery (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.)(4)</i>
800561 (PJT) PICEANCE JUNCTION SWE	Initial Period (5)	190,000	1,000
800561 (PJT) PICEANCE JUNCTION SWE	Following the Initial Period (5) until the end of the Service Term (See ¶11)	10,000	1,000

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.

EXHIBIT A CONT'D

Notes: (Cont'd)

- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.
- (5) The term "Initial Period" means the period beginning on the Service Start Date (See ¶10) and ending on the day immediately preceding the 10th anniversary of the Service Start Date. For example, if the Service Start Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
Between
WYOMING INTERSTATE COMPANY, L.L.C.
and
CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
As Listed on Exhibit A	As Listed on Exhibit A	Initial Period (5)	(1a)	(1)	(1)	(2)	(3)
As Listed on Exhibit A	As Listed on Exhibit A	Following the Initial Period (5) until the end of the Replacement FTSA No. 2 Primary Term (See ¶10)	(1b)	(1)	(1)	(2)	(3)
As Listed on Exhibit A	As Listed on Exhibit A	Replacement FTSA No. 2 Renewal Term (See ¶11)	(1)	(1)	(1)	(2)	(3)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
800561 (PJT) PICEANCE JUNCTION 800709 (SWT) SWEETWATER 800722 (TPL) TRAPPERS LAKE 800844 (BHP) PICEANCE BASIN 896061 (YLJ) YELLOW JACKET PASS 896062 (RBL) RIO BLANCO	800561 (PJT) PICEANCE JUNCTION 800709 (SWT) SWEETWATER 800722 (TPL) TRAPPERS LAKE 800844 (BHP) PICEANCE BASIN 896061 (YLJ) YELLOW JACKET PASS 896062 (RBL) RIO BLANCO	Initial Period (5)	(1a)	(1)	(1)	(2)	(3)

Exhibit B CONT'D

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
800561 (PJT) PICEANCE JUNCTION 800709 (SWT) SWEETWATER 800722 (TPL) TRAPPERS LAKE 800844 (BHP) PICEANCE BASIN 896061 (YLJ) YELLOW JACKET PASS 896062 (RBL) RIO BLANCO	800561 (PJT) PICEANCE JUNCTION 800709 (SWT) SWEETWATER 800722 (TPL) TRAPPERS LAKE 800844 (BHP) PICEANCE BASIN 896061 (YLJ) YELLOW JACKET PASS 896062 (RBL) RIO BLANCO	Following the Initial Period (5) until the end of the Replacement FTSA No. 2 Primary Term (See ¶10)	(1b)	(1)	(1)	(2)	(3)
Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed in the table immediately above in this Exhibit B with a Primary or Secondary Delivery Point listed in the table immediately above in this Exhibit B.		Replacement FTSA No. 2 Primary Term (See ¶10)	(1)	(1)	(1)	(2)	(3)
All	All	Replacement FTSA No. 2 Renewal Term (See ¶11)	(1)	(1)	(1)	(2)	(3)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$1.5930 per Dth per month, which shall be payable regardless of quantities transported.
- (1b) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$4.2918 per Dth per month, which shall be payable regardless of quantities transported.
- (2) Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.
- ACA:**
The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.

- (5) The term "Initial Period" means the period beginning on the Service Start Date (See ¶10) and ending on the day immediately preceding the 10th anniversary of the Service Start Date. For example, if the Service Start Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

Appendix C

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

TRANSPORTATION SERVICE AGREEMENT

Rate Schedule FT

DATED: August 22, 2024

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: CITADEL ENERGY MARKETING LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time (the "Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between the Primary Points of Receipt and the Primary Point(s) of Delivery shall be on a firm basis. Receipt and delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.

The Parties recognize that Transporter must construct certain additional facilities in order to provide Transportation Service for Shipper under this Agreement, including (a) compression work and station modifications at Transporter's Wamsutter Compressor Station in Sweetwater County, Wyoming and (b) installation and implementation of certain other system modifications to Transporter's pipeline system as determined by Transporter (collectively, the "Additional Facilities"). Accordingly, Transporter's obligations under this Agreement are subject to the satisfaction of the following conditions, which conditions are solely for the benefit of Transporter, and only Transporter shall have the right to waive such conditions:

- (i) The receipt by Transporter of all necessary regulatory approvals, permits, and other authorizations for the Additional Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The acquisition by Transporter of all rights-of-way, other surface rights and materials required to site, construct, and maintain the Additional Facilities on terms and conditions acceptable to Transporter in its sole discretion.
- (iii) The execution of agreements for the construction of the Additional Facilities on terms and conditions acceptable to Transporter in its sole discretion.

If the foregoing conditions are not fully satisfied or waived by Transporter, then Transporter may terminate this Agreement without liability of any kind to Shipper by providing Shipper with written notice thereof. Transporter shall provide notice to Shipper upon satisfaction or waiver of the foregoing conditions.

6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.

7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. Upon mutual agreement, the Parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.

8. **Negotiated Rate:** Yes X No

9. **Maximum Delivery Quantity ("MDQ"):**

MDQ (Dth/Day)	Effective
180,000	In-Service Date through the last day of the Service Term

10. **Term of Firm Transportation Service:** This Agreement shall be effective as of the date first written above (the "Effective Date") and, unless otherwise terminated by the Parties, shall remain in effect through the last day of the Service Term (the "Term"). Transporter will notify (with e-mail notification being sufficient) Shipper in writing when the Additional Facilities are completed and ready for service and Transporter is authorized to place the Additional Facilities into service (the "ISD Notice"). Shipper's right to transport gas under this Agreement shall commence on the earlier of (a) the date specified in Shipper's written response (with an e-mail response to Transporter being sufficient) (the "Shipper ISD Election Notice") to the ISD Notice (the "Option 1 ISD"), and (b) the first day of the calendar month following the month during which Transporter delivers the ISD Notice to Shipper (the "Option 2 ISD"; the applicable commencement date, either the Option 1 ISD or the Option 2 ISD, shall be the "In-Service Date") and shall continue until (c) if the Option 1 ISD is selected, the 11th anniversary of the first day of the calendar month following the In-Service Date or (d) if the Option 2 ISD is selected, the 11th anniversary of the In-Service Date (the "Primary Term End Date") (the In-Service Date through the Primary Term End Date being the "Primary Term"). For clarity, if Transporter does not receive the Shipper ISD Election Notice, then Shipper shall be deemed to have selected the Option 2 ISD as the In-Service Date.

11. **Right of First Refusal:** Shipper shall have a contractual right to extend the Primary Term for an additional term of one to five years (at Shipper's election) (the "Renewal Term" and, together with the Primary Term, the "Service Term") by delivering written notice thereof to Transporter not later than 12 months prior to the expiration of the Primary Term. If Shipper elects to extend the Primary Term as provided in this paragraph, then Shipper shall have "an agreement with an effective date on or after March 27, 2000 for service for twelve consecutive months or more at the applicable maximum rate for that service" as provided in Section 4.10(a)(i)(ii) of the General Terms and Conditions of the Tariff and, accordingly and for the avoidance of doubt, Shipper shall thereafter have a Right of First Refusal with respect to this Agreement as provided in Section 4.10 of the General Terms and Conditions of the Tariff, including, subject to the terms, conditions and limitations set forth in Section 4.10 of the General Terms and Conditions of the Tariff, an ongoing right to extend the Service Term.

12. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Energy Invoices
Tel#: 312-395-2846
Email: Energy_Invoices@citadel.com

All Notices:

Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Legal Department
Tel#: 305-929-6851
Email: CitadelAgreementNotice@citadel.com

To Transporter:

See "Points of Contact" in the Tariff.

13. **Effect on Prior Agreement(s):** N/A.

14. **Creditworthiness:** At all times during the Term, Shipper shall demonstrate and maintain the following creditworthiness requirements:

- (i) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall be deemed creditworthy by Transporter if (x) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (y) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in the foregoing clause (x).
- (ii) If at any time during the Term, Shipper's S&P or Moody's rating falls below the levels described in subpart (i) above, or Shipper becomes unrated or otherwise fails to satisfy the requirements of subpart (i) above, then for the time period Shipper's ratings are below that level or Shipper is unrated or is otherwise unable to satisfy the requirements of subpart (i), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in subpart (iii) below. If Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described in subpart (i) above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in subpart (i).

- (iii) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in subpart (i) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (x) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in subpart (i); or (y) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the anticipated charges under this Agreement during the lesser of (A) 36 months and (B) the period of time remaining in the Term.
 - (iv) To the extent evidence of Shipper’s creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence of Shipper’s creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter’s (or its parent entity’s) debt securities.
 - (v) If any change in ratings or conditions requires Shipper to change how it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including, if necessary, the provision of any guarantee or letter of credit) within 15 Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.
15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

Transporter:

WYOMING INTERSTATE COMPANY, L.L.C.

Will W Brown

Will W. Brown

Chief Commercial Officer-Gas Pipelines Region

Accepted and agreed to this _____ day
9/5/2024
of _____, 2024.

Shipper:

CITADEL ENERGY MARKETING LLC
By: Citadel Advisors LLC, its Manager

DocuSigned by:
Antonia Peabody

192A62265C91460...
Antonia Peabody

Authorized Signatory

Accepted and agreed to this 4th day
of September, 2024.


per Sidney Austin

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶9.)

<i>Primary Point(s) of Receipt (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.)(4)</i>
800104 (BOW) BOWIE WELD	Service Term (See ¶11)	64,650	1,000
800245 (FLY) FLYING HAWK WELD	Service Term (See ¶11)	64,350	1,000
896054 (CRE) CRESTON CARBON	Service Term (See ¶11)	51,000	The MAOP of Transporter's Facilities at this Point

<i>Primary Point(s) of Delivery (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.)(4)</i>
800561 (PJT) PICEANCE JUNCTION SWE	Initial Period (5) (Nov-Mar)	180,000	1,000
800561 (PJT) PICEANCE JUNCTION SWE	Initial Period (5) (Apr-Oct)	147,000	1,000
896114 (TML) THREEMILE DELIVERY	Initial Period (5) (Apr-Oct)	33,000	1,250
800528 (OVW) OVERTHRUST/ WIC SW	Following the Initial Period (5) until the end of the Service Term (See ¶11)	180,000	900

EXHIBIT A
(Cont.)

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.
- (5) The term "Initial Period" means the period beginning on the In-Service Date (See ¶10) and ending on the day immediately preceding the 10th anniversary of the In-Service Date. For example, if the In-Service Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
As Listed on Exhibit A	As Listed on Exhibit A	Initial Period (5)	(1a)	(1)	(1)	(2)	(3)
As Listed on Exhibit A	As Listed on Exhibit A	Following the Initial Period (5) until the end of the Primary Term (See ¶10)	(1b)	(1)	(1)	(2)	(3)
As Listed on Exhibit A	As Listed on Exhibit A	Renewal Term (See ¶11)	(1)	(1)	(1)	(2)	(3)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
All	All	Initial Period (5)	(1a)	(1)	(1)	(2)	(3)
All	All	Following the Initial Period (5) until the end of the Primary Term (See ¶10)	(1b)	(1)	(1)	(2)	(3)
All	All	Renewal Term (See ¶11)	(1)	(1)	(1)	(2)	(3)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$3.8538 per Dth per month, which shall be payable regardless of quantities transported.

EXHIBIT B
(Cont.)

Notes: (Cont.)

- (1b) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$1.5208 per Dth per month, which shall be payable regardless of quantities transported.

- (2) Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

- (3) **Surcharges, If Applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.

- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.

- (5) The term "Initial Period" means the period beginning on the In-Service Date and ending on the day immediately preceding the 10th anniversary of the In-Service Date. For example, if the In-Service Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

FIRM TRANSPORTATION SERVICE AGREEMENT
Rate Schedule FT

DATED: August 22, 2024

The Parties identified below, in consideration of their mutual promises, agree as follows:

- 1. **Transporter:** WYOMING INTERSTATE COMPANY, L.L.C.
- 2. **Shipper:** CITADEL ENERGY MARKETING LLC
- 3. **Applicable Tariff and Incorporation by Reference:** Transporter’s FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time (“the Tariff”). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
- 4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper’s right to protest the same.
- 5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
- 6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper’s account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
- 7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
- 8. **Negotiated Rate:** Yes X No
- 9. **Maximum Delivery Quantity (“MDQ”):**

MDQ (Dth/Day)	Effective
190,000	Service Start Date through the last day of the Initial Period (as defined in Exhibit A)
10,000	Following the Initial Period through the last day of the Service Term

10. **Term of Firm Transportation Service:** This Agreement shall be effective as of the date first written above and, unless otherwise terminated by the Parties or in accordance with the terms hereof, shall remain in effect through the last day of the Service Term (the "Term"). Shipper's right to transport gas under this Agreement shall commence on the In-Service Date (as such term is defined in that certain Firm Transportation Service Agreement (Agreement No. 220344-FTWIC) dated August 22, 2024, by and between Shipper and Transporter (the "WIC to Overthrust Agreement") and incorporated herein by reference) (the "Service Start Date") and end on the later of (A) April 1, 2036 and (B) the Primary Term End Date (as defined in the WIC to Overthrust Agreement) (the "Replacement FTSA No. 1 Primary Term").
11. **Right of First Refusal:** Shipper shall have a contractual right to extend the Replacement FTSA No. 1 Primary Term for an additional term of one to five years (at Shipper's election) (the "Replacement FTSA No. 1 Renewal Term" and, together with the Replacement FTSA No. 1 Primary Term, the "Service Term") by delivering written notice thereof to Transporter not later than 12 months prior to the expiration of the Replacement FTSA No. 1 Primary Term. If Shipper elects to extend the Replacement FTSA No. 1 Primary Term as provided in this paragraph, then Shipper shall have "an agreement with an effective date on or after March 27, 2000 for service for twelve consecutive months or more at the applicable maximum rate for that service" as provided in Section 4.10(a)(i)(ii) of the General Terms and Conditions of the Tariff and, accordingly and for the avoidance of doubt, Shipper shall thereafter have a Right of First Refusal with respect to this Agreement as provided in Section 4.10 of the General Terms and Conditions of the Tariff, including, subject to the terms, conditions and limitations set forth in Section 4.10 of the General Terms and Conditions of the Tariff, an ongoing right to extend the Service Term.

12. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

Citadel Energy Marketing LLC
 c/o Citadel Americas LLC
 Southeast Financial Center
 200 S. Biscayne Blvd., Suite 3300
 Miami, FL 33131
 Attn: Energy Invoices
 Tel#: 312-395-2846
 Email: Energy_Invoices@citadel.com

All Notices:

Citadel Energy Marketing LLC
 c/o Citadel Americas LLC
 Southeast Financial Center
 200 S. Biscayne Blvd., Suite 3300
 Miami, FL 33131
 Attn: Legal Department
 Tel#: 305-929-6851
 Email: CitadelAgreementNotice@citadel.com

To Transporter:

See "Points of Contact" in the Tariff.

13. **Effect on Prior Agreement(s):** The Parties acknowledge and agree that (i) this Agreement is being executed concurrently with the WIC to Overthrust Agreement and that certain Firm Transportation Service Agreement (Agreement No. 221110-FTPWIC) dated August 22, 2024, by and between Shipper and Transporter (the “Rio Blanco to Piceance Agreement”), (ii) the transactions and agreements contemplated herein and therein constitute a series of related transactions and agreements by and between the Parties, (iii) as of the Service Start Date, this Agreement and the Rio Blanco to Piceance Agreement will replace and supersede that certain Firm Transportation Service Agreement (Agreement No. 218314-FTWIC) dated October 26, 2022 (the “Original Agreement”) in its entirety, and (iv) from and after the Service Start Date, the Original Agreement shall be of no further force or effect, except for those provisions that expressly or by their nature survive the termination thereof. Accordingly, the Parties agree that if the WIC to Overthrust Agreement is terminated by either Party before the Service Start Date, then this Agreement shall automatically terminate and the Original Agreement shall remain in full force and effect in accordance with its terms as if this Agreement had not been executed. For clarity, prior to the earlier of (a) the termination of this Agreement as provided herein and (b) the Service Start Date, the Original Agreement shall remain in full force and effect, and Shipper shall continue to have the right to transport gas thereunder, until the earlier of (x) the termination or expiration of the Original Agreement in accordance with its terms and (y) the Service Start Date, as the case may be.
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

Transporter:

WYOMING INTERSTATE COMPANY, L.L.C.

Will W Brown

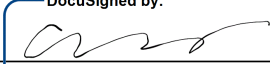
Will W. Brown

Chief Commercial Officer-Gas Pipelines Region

Accepted and agreed to this
9/5/2024
____ day of _____, 2024.

Shipper:

CITADEL ENERGY MARKETING LLC
By: Citadel Advisors LLC, its Manager

DocuSigned by:


192A62265C91460...
Antonia Peabody

Authorized Signatory

Accepted and agreed to this
____ 4th day of _____ September, 2024.


per Sidley Austin

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶9.)

<i>Primary Point(s) of Receipt (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800561 (PJT) PICEANCE JUNCTION SWE	Initial Period (5)	190,000	1,000
800561 (PJT) PICEANCE JUNCTION SWE	Following the Initial Period (5) until the end of the Service Term (See ¶11)	10,000	1,000
<i>Primary Point(s) of Delivery (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
800528 (OVW) OVERTHRUST/ WIC SW	Initial Period (5)	190,000	900
800528 (OVW) OVERTHRUST/ WIC SW	Following the Initial Period (5) until the end of the Service Term (See ¶11)	10,000	900

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.

EXHIBIT A CONT'D

Notes: (Cont'd)

- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.
- (5) The term "Initial Period" means the period beginning on the Service Start Date (*See ¶10*) and ending on the day immediately preceding the 10th anniversary of the Service Start Date. For example, if the Service Start Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
As Listed on Exhibit A	As Listed on Exhibit A	Initial Period (5)	(1a)	(1)	(1)	(2)	(3)
As Listed on Exhibit A	As Listed on Exhibit A	Following the Initial Period (5) until the end of the Replacement FTSA No. 1 Primary Term (See ¶10)	(1b)	(1)	(1)	(2)	(3)
As Listed on Exhibit A	As Listed on Exhibit A	Replacement FTSA No. 1 Renewal Term (See ¶11)	(1)	(1)	(1)	(2)	(3)

EXHIBIT B CONT'D**(Table Cont'd)**

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
47968 (WAL) WALCOTT JUNCTION BI-DIR	47968 (WAL) WALCOTT JUNCTION BI-DIR						
48646 (SLO) SILO PLANT REC	48646 (SLO) SILO PLANT REC						
800104 (BOW) BOWIE	800104 (BOW) BOWIE						
800115 (BTC) BITTER CREEK BI-DIRECTI	800115 (BTC) BITTER CREEK BI-DIRECTI						
800116 (BTW) BAXTER TO WIC	800116 (BTW) BAXTER TO WIC						
800212 (DOV) DOVER METER STATION	800212 (DOV) DOVER METER STATION						
800245 (FLY) FLYING HAWK 800528 (OVW) OVERTHRUST/ WIC	800245 (FLY) FLYING HAWK 800528 (OVW) OVERTHRUST/ WIC						
800561 (PJT) PICEANCE JUNCTION	800561 (PJT) PICEANCE JUNCTION						
800633 (RIM) RED RIM	800633 (RIM) RED RIM						
800666 (RTW) RAWLINS TO WIC	800666 (RTW) RAWLINS TO WIC	Initial Period (5)	(1a)	(1)	(1)	(2)	(3)
800716 (TDC) THUNDER CHIEF METER	800716 (TDC) THUNDER CHIEF METER						
800760 (WAW) WAMSUTTER TO WIC	800760 (WAW) WAMSUTTER TO WIC						
800899 (WHP) WIC HEADSTATION POOL	800899 (WHP) WIC HEADSTATION POOL						
801488 (GHP) EAST	801488 (GHP) EAST						
MAINLINE HEADSTATIO 896002 (DUL) DULLKNIFE METER	MAINLINE HEADSTATIO 896002 (DUL) DULLKNIFE METER						
896018 (LTW) LITTLE WOLF	896018 (LTW) LITTLE WOLF						
896021 (RKP) ROCKPORT	896021 (RKP) ROCKPORT						
896026 (OWL) OWL CREEK	896026 (OWL) OWL CREEK						
896054 (CRE) CRESTON	896054 (CRE) CRESTON						
896084 (STB) SITTING BULL DELIVERY	896084 (STB) SITTING BULL DELIVERY						
896114 (TML) THREEMILE DELIVERY	896114 (TML) THREEMILE DELIVERY						

EXHIBIT B CONT'D**(Table Cont'd)**

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
47968 (WAL) WALCOTT JUNCTION BI-DIR 48646 (SLO) SILO PLANT 800104 (BOW) BOWIE 800115 (BTC) BITTER CREEK BI-DIR 800116 (BTW) BAXTER TO WIC 800212 (DOV) DOVER METER STATION 800245 (FLY) FLYING HAWK 800528 (OVW) OVERTHRUST/WIC 800561 (PJT) PICEANCE JUNCTION 800633 (RIM) RED RIM 800666 (RTW) RAWLINS TO WIC 800716 (TDC) THUNDER CHIEF METER 800760 (WAW) WAMSUTTER TO WIC 800899 (WHP) WIC HEADSTATION POOL 801488 (GHP) EAST MAINLINE 896002 (DUL) DULLKNIFE METER 896018 (LTW) LITTLE WOLF 896021 (RKP) ROCKPORT 896026 (OWL) OWL CREEK 896054 (CRE) CRESTON 896084 (STB) SITTING BULL DELIVERY 896114 (TML) THREEMILE DELIVERY	47968 (WAL) WALCOTT JUNCTION BI-DIR 48646 (SLO) SILO PLANT 800104 (BOW) BOWIE 800115 (BTC) BITTER CREEK BI-DIR 800116 (BTW) BAXTER TO WIC 800212 (DOV) DOVER METER STATION 800245 (FLY) FLYING HAWK 800528 (OVW) OVERTHRUST/WIC 800561 (PJT) PICEANCE JUNCTION 800633 (RIM) RED RIM 800666 (RTW) RAWLINS TO WIC 800716 (TDC) THUNDER CHIEF METER 800760 (WAW) WAMSUTTER TO WIC 800899 (WHP) WIC HEADSTATION POOL 801488 (GHP) EAST MAINLINE 896002 (DUL) DULLKNIFE METER 896018 (LTW) LITTLE WOLF 896021 (RKP) ROCKPORT 896026 (OWL) OWL CREEK 896054 (CRE) CRESTON 896084 (STB) SITTING BULL DELIVERY 896114 (TML) THREEMILE DELIVERY	Following the Initial Period (5) until the end of the Replacement FTSA No. 1 Primary Term (See ¶10)	(1b)	(1)	(1)	(2)	(3)
Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed in the table immediately above in this Exhibit B with a Primary or Secondary Delivery Point listed in the table immediately above in this Exhibit B.		Replacement FTSA No. 1 Primary Term (See ¶10)	(1)	(1)	(1)	(2)	(3)
All	All	Replacement FTSA No. 1 Renewal Term (See ¶11)	(1)	(1)	(1)	(2)	(3)

EXHIBIT B CONT'D

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$1.6008 per Dth per month, which shall be payable regardless of quantities transported.
- (1b) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$1.5209 per Dth per month, which shall be payable regardless of quantities transported.
- (2) Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.
- (5) The term "Initial Period" means the period beginning on the Service Start Date (See ¶10) and ending on the day immediately preceding the 10th anniversary of the Service Start Date. For example, if the Service Start Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

FIRM TRANSPORTATION SERVICE AGREEMENT

Rate Schedule FT

DATED: August 22, 2024

The Parties identified below, in consideration of their mutual promises, agree as follows:

- 1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
- 2. **Shipper: CITADEL ENERGY MARKETING LLC**
- 3. **Applicable Tariff and Incorporation by Reference:** Transporter’s FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time (“the Tariff”). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
- 4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper’s right to protest the same.
- 5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
- 6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper’s account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
- 7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
- 8. **Negotiated Rate:** Yes X No
- 9. **Maximum Delivery Quantity (“MDQ”):**

MDQ (Dth/Day)	Effective
190,000	Service Start Date through the last day of the Initial Period (as defined in Exhibit A)
10,000	Following the Initial Period through the last day of the Service Term

10. **Term of Firm Transportation Service:** This Agreement shall be effective as of the date first written above and, unless otherwise terminated by the Parties or in accordance with the terms hereof, shall remain in effect through the last day of the Service Term (the "Term"). Shipper's right to transport gas under this Agreement shall commence on the In-Service Date (as such term is defined in that certain Firm Transportation Service Agreement (Agreement No. 220344-FTWIC) dated August 22, 2024, by and between Shipper and Transporter (the "WIC to Overthrust Agreement") and incorporated herein by reference) (the "Service Start Date") and end on the later of (A) April 1, 2036 and (B) the Primary Term End Date (as defined in the WIC to Overthrust Agreement) (the "Replacement FTSA No. 2 Primary Term").
11. **Right of First Refusal:** Shipper shall have a contractual right to extend the Replacement FTSA No. 2 Primary Term for an additional term of one to five years (at Shipper's election) (the "Replacement FTSA No. 2 Renewal Term" and, together with the Replacement FTSA No. 2 Primary Term, the "Service Term") by delivering written notice thereof to Transporter not later than 12 months prior to the expiration of the Replacement FTSA No. 2 Primary Term. If Shipper elects to extend the Replacement FTSA No. 2 Primary Term as provided in this paragraph, then Shipper shall have "an agreement with an effective date on or after March 27, 2000 for service for twelve consecutive months or more at the applicable maximum rate for that service" as provided in Section 4.10(a)(i)(ii) of the General Terms and Conditions of the Tariff and, accordingly and for the avoidance of doubt, Shipper shall thereafter have a Right of First Refusal with respect to this Agreement as provided in Section 4.10 of the General Terms and Conditions of the Tariff, including, subject to the terms, conditions and limitations set forth in Section 4.10 of the General Terms and Conditions of the Tariff, an ongoing right to extend the Service Term.
12. **Notices, Statements, and Bills:**
- To Shipper:**
- Invoices:**
- Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Energy Invoices
Tel#: 312-395-2846
Email: Energy_Invoices@citadel.com
- All Notices:**
- Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Legal Department
Tel#: 305-929-6851
Email: CitadelAgreementNotice@citadel.com
- To Transporter:**
- See "Points of Contact" in the Tariff.

13. **Effect on Prior Agreement(s):** The Parties acknowledge and agree that (i) this Agreement is being executed concurrently with the WIC to Overthrust Agreement and that certain Firm Transportation Service Agreement (Agreement No. 221109-FTWIC) dated August 22, 2024, by and between Shipper and Transporter (the “Piceance to OVT Agreement”), (ii) the transactions and agreements contemplated herein and therein constitute a series of related transactions and agreements by and between the Parties, (iii) as of the Service Start Date, this Agreement and the Piceance to OVT Agreement will replace and supersede that certain Firm Transportation Service Agreement (Agreement No. 218314-FTWIC) dated October 26, 2022 (the “Original Agreement”) in its entirety, and (iv) from and after the Service Start Date, the Original Agreement shall be of no further force or effect, except for those provisions that expressly or by their nature survive the termination thereof. Accordingly, the Parties agree that if the WIC to Overthrust Agreement is terminated by either Party before the Service Start Date, then this Agreement shall automatically terminate and the Original Agreement shall remain in full force and effect in accordance with its terms as if this Agreement had not been executed. For clarity, prior to the earlier of (a) the termination of this Agreement as provided herein and (b) the Service Start Date, the Original Agreement shall remain in full force and effect, and Shipper shall continue to have the right to transport gas thereunder, until the earlier of (x) the termination or expiration of the Original Agreement in accordance with its terms and (y) the Service Start Date, as the case may be.
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

Transporter:

WYOMING INTERSTATE COMPANY, L.L.C.

Will W Brown

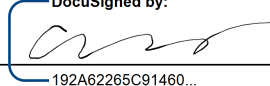
Will W. Brown

Chief Commercial Officer-Gas Pipelines Region

Accepted and agreed to this
9/5/2024
____ day of _____, 2024.

Shipper:

CITADEL ENERGY MARKETING LLC
By: Citadel Advisors LLC, its Manager

DocuSigned by:


192A62265C91460...
Antonia Peabody

Authorized Signatory

Accepted and agreed to this
____ 4th day of _____ September _____, 2024.


per Sidney Austin

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶9.)

<i>Primary Point(s) of Receipt (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.)(4)</i>
896062 (RBL) RIO BLANCO	Initial Period (5)	190,000	1,280
896062 (RBL) RIO BLANCO	Following the Initial Period (5) until the end of the Service Term (See ¶11)	10,000	1,280
<i>Primary Point(s) of Delivery (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.)(4)</i>
800561 (PJT) PICEANCE JUNCTION SWE	Initial Period (5)	190,000	1,000
800561 (PJT) PICEANCE JUNCTION SWE	Following the Initial Period (5) until the end of the Service Term (See ¶11)	10,000	1,000

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.

EXHIBIT A CONT'D

Notes: (Cont'd)

- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.
- (5) The term "Initial Period" means the period beginning on the Service Start Date (See ¶10) and ending on the day immediately preceding the 10th anniversary of the Service Start Date. For example, if the Service Start Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
Between
WYOMING INTERSTATE COMPANY, L.L.C.
and
CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

Primary Point(s) of Receipt	Primary Point(s) of Delivery	Effective Dates	Reservation Rate (1) (4)	Commodity Rate (4)	Authorized Overrun Rates	FL&U Percentage (4)	Surcharges
As Listed on Exhibit A	As Listed on Exhibit A	Initial Period (5)	(1a)	(1)	(1)	(2)	(3)
As Listed on Exhibit A	As Listed on Exhibit A	Following the Initial Period (5) until the end of the Replacement FTSA No. 2 Primary Term (See ¶10)	(1b)	(1)	(1)	(2)	(3)
As Listed on Exhibit A	As Listed on Exhibit A	Replacement FTSA No. 2 Renewal Term (See ¶11)	(1)	(1)	(1)	(2)	(3)

Primary and Secondary Point(s) of Receipt	Primary and Secondary Point(s) of Delivery	Effective Dates	Reservation Rate (1) (4)	Commodity Rate (4)	Authorized Overrun Rates	FL&U Percentage (4)	Surcharges
800561 (PJT) PICEANCE JUNCTION 800709 (SWT) SWEETWATER 800722 (TPL) TRAPPERS LAKE 800844 (BHP) PICEANCE BASIN 896061 (YLJ) YELLOW JACKET PASS 896062 (RBL) RIO BLANCO	800561 (PJT) PICEANCE JUNCTION 800709 (SWT) SWEETWATER 800722 (TPL) TRAPPERS LAKE 800844 (BHP) PICEANCE BASIN 896061 (YLJ) YELLOW JACKET PASS 896062 (RBL) RIO BLANCO	Initial Period (5)	(1a)	(1)	(1)	(2)	(3)

Exhibit B CONT'D

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
800561 (PJT) PICEANCE JUNCTION 800709 (SWT) SWEETWATER 800722 (TPL) TRAPPERS LAKE 800844 (BHP) PICEANCE BASIN 896061 (YLJ) YELLOW JACKET PASS 896062 (RBL) RIO BLANCO	800561 (PJT) PICEANCE JUNCTION 800709 (SWT) SWEETWATER 800722 (TPL) TRAPPERS LAKE 800844 (BHP) PICEANCE BASIN 896061 (YLJ) YELLOW JACKET PASS 896062 (RBL) RIO BLANCO	Following the Initial Period (5) until the end of the Replacement FTSA No. 2 Primary Term (See ¶10)	(1b)	(1)	(1)	(2)	(3)
Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed in the table immediately above in this Exhibit B with a Primary or Secondary Delivery Point listed in the table immediately above in this Exhibit B.		Replacement FTSA No. 2 Primary Term (See ¶10)	(1)	(1)	(1)	(2)	(3)
All	All	Replacement FTSA No. 2 Renewal Term (See ¶11)	(1)	(1)	(1)	(2)	(3)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$1.5930 per Dth per month, which shall be payable regardless of quantities transported.
- (1b) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$4.2918 per Dth per month, which shall be payable regardless of quantities transported.
- (2) Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.
- ACA:**
The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.
- (5) The term "Initial Period" means the period beginning on the Service Start Date (See ¶10) and ending on the day immediately preceding the 10th anniversary of the Service Start Date. For example, if the Service Start Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

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Section 16	Sequent Energy Management LLC (#219208-FTWIC)

List of Non-Conforming Agreements:

Sequent Energy Management LLC (#219208-FTWIC)
Spotlight Energy, LLC (#217274-FTWIC)
Tenaska Marketing Ventures (#217271-FTWIC)

List of Non-Conforming Negotiated Rate Agreements:

Anadarko Energy Services Company (#41147)
Black Hills Service Company, LLC (#215933-FTMWIC)
Black Hills Service Company, LLC (#213585-FDBSWIC)
Citadel Energy Marketing LLC (#217275-FTWIC)
~~Citadel Energy Marketing LLC (#220344-FTWIC)~~
~~Citadel Energy Marketing LLC (#221109-FTWIC)~~
~~Citadel Energy Marketing LLC (#221110-FTPWIC)~~
Mieco, Inc. (#217273-FTWIC)
ONEOK Rockies Midstream, L.L.C. (#220517-FTBWIC)

Reserved Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT	Term of	MDQ	Reservation	Commodity	Primary Receipt	Primary Delivery
Shipper Identification	Service	(Dth/d)	Rate 1/ 4/	Rate 4/	Point(s)	Point(s)
Citadel Energy Marketing LLC #218314 FTWIC	4/1/25 3/31/31	190,000	1a/	1/	896062 RIO BLANCO	800528 OVERTHRUST/ WIC SWE
					Secondary Receipt	Secondary Delivery
	4/1/25 3/31/31		1a/	1/	Point(s)	Point(s)
					47968 WALCOTT JUNCTION	47968 WALCOTT JUNCTION
					48646 SILO PLANT	48646 SILO PLANT
					800104 BOWIE	800104 BOWIE
					800115 BITTER CREEK	800115 BITTER CREEK
					800116 BAXTER TO WIC	800116 BAXTER TO WIC
					800212 DOVER METER ST	800212 DOVER METER ST
					800245 FLYING HAWK	800245 FLYING HAWK
					800336 KANDA TO WIC QUES	800336 KANDA TO WIC QUES
					800528 OVERTHRUST/ WIC	800528 OVERTHRUST/ WIC
					800561 PICEANCE JUNCTION	800561 PICEANCE JCTN
					800633 RED RIM	800633 RED RIM
					800666 RAWLINS TO WIC	800666 RAWLINS TO WIC
					800709 SWEETWATER	800709 SWEETWATER
					800716 THUNDER CHIEF	800716 THUNDER CHIEF
					800722 TRAPPERS LAKE	800722 TRAPPERS LAKE
					800760 WAMSUTTER TO WIC	800760 WAMSUTTER TO WIC
					800844 PICEANCE BASIN	800844 PICEANCE BASIN
					800899 WIC HEADSTATION	800899 WIC HEADSTATION
					801488 EAST MAINLINE	801488 EAST MAINLINE
					896002 DULLKNIFE METER	896002 DULLKNIFE METER
					896018 LITTLE WOLF	896018 LITTLE WOLF
					896021 ROCKPORT	896021 ROCKPORT
					896026 OWL CREEK	896026 OWL CREEK
					896054 CRESTON	896054 CRESTON
					896061 YELLOW JACKET PASS	896061 YELLOW JACKET
					896062 RIO BLANCO	896062 RIO BLANCO
					896084 SITTING BULL	896084 SITTING BULL
					896114 THREEMILE	896114 THREEMILE
			1/	1/	Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed immediately above with a Primary or Secondary Delivery Point listed immediately above in this Exhibit B.	

Notes:

- ~~1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.~~
- ~~1a/ As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$3.1938 per Dth per month, which shall be payable regardless of quantities transported.~~
- ~~2/ Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.~~
- ~~3/ Surcharges, If Applicable:
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.
ACA:
The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.~~
- ~~4/ Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.~~
- ~~5/ This contract does not deviate in any material aspect from the form of service agreement.~~

NON-CONFORMING AGREEMENTS

Section 1	<u>Citadel Energy Marketing LLC #220344-FTWIC</u> Reserved
Section 2	Citadel Energy Marketing LLC #217275-FTWIC
Section 3	ONEOK Rockies Midstream, L.L.C. #220517-FTBWIC
Section 4	<u>Citadel Energy Marketing LLC #221109-FTWIC</u> Reserved
Section 5	Anadarko Energy Services Company #41147
Section 6	<u>Citadel Energy Marketing LLC #221110-FTPWIC</u> Reserved
Section 7	Black Hills Service Company, LLC #215933-FTMWIC
Section 8	Mieco, Inc. #217273-FTWIC
Section 9	Reserved
Section 10	Reserved
Section 11	Spotlight Energy, LLC #217274-FTWIC
Section 12	Reserved
Section 13	Reserved
Section 14	Tenaska Marketing Ventures #217271-FTWIC
Section 15	Black Hills Service Company, LLC #213585-FDBSWIC
Section 16	Sequent Energy Management LLC #219208-FTWIC

~~Reserved~~

Agreement No. 220344-FTWIC

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
CITADEL ENERGY MARKETING LLC
(Shipper)
DATED: August 22, 2024

Agreement No. 220344-FTWIC

TRANSPORTATION SERVICE AGREEMENT

Rate Schedule FT

DATED: August 22, 2024

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: CITADEL ENERGY MARKETING LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time (the "Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between the Primary Points of Receipt and the Primary Point(s) of Delivery shall be on a firm basis. Receipt and delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.

The Parties recognize that Transporter must construct certain additional facilities in order to provide Transportation Service for Shipper under this Agreement, including (a) compression work and station modifications at Transporter's Wamsutter Compressor Station in Sweetwater County, Wyoming and (b) installation and implementation of certain other system modifications to Transporter's pipeline system as determined by Transporter (collectively, the "Additional Facilities"). Accordingly, Transporter's obligations under this Agreement are subject to the satisfaction of the following conditions, which conditions are solely for the benefit of Transporter, and only Transporter shall have the right to waive such conditions:

- (i) The receipt by Transporter of all necessary regulatory approvals, permits, and other authorizations for the Additional Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The acquisition by Transporter of all rights-of-way, other surface rights and materials required to site, construct, and maintain the Additional Facilities on terms and conditions acceptable to Transporter in its sole discretion.
- (iii) The execution of agreements for the construction of the Additional Facilities on terms and conditions acceptable to Transporter in its sole discretion.

If the foregoing conditions are not fully satisfied or waived by Transporter, then Transporter may terminate this Agreement without liability of any kind to Shipper by providing Shipper with written notice thereof. Transporter shall provide notice to Shipper upon satisfaction or waiver of the foregoing conditions.

Agreement No. 220344-FTWIC

6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.

7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. Upon mutual agreement, the Parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.

8. **Negotiated Rate:** Yes ☒ No

9. **Maximum Delivery Quantity ("MDQ"):**

<u>MDQ (Dth/Day)</u>	<u>Effective</u>
<u>180,000</u>	<u>In-Service Date through the last day of the Service Term</u>

10. **Term of Firm Transportation Service:** This Agreement shall be effective as of the date first written above (the "Effective Date") and, unless otherwise terminated by the Parties, shall remain in effect through the last day of the Service Term (the "Term"). Transporter will notify (with e-mail notification being sufficient) Shipper in writing when the Additional Facilities are completed and ready for service and Transporter is authorized to place the Additional Facilities into service (the "ISD Notice"). Shipper's right to transport gas under this Agreement shall commence on the earlier of (a) the date specified in Shipper's written response (with an e-mail response to Transporter being sufficient) (the "Shipper ISD Election Notice") to the ISD Notice (the "Option 1 ISD"), and (b) the first day of the calendar month following the month during which Transporter delivers the ISD Notice to Shipper (the "Option 2 ISD"; the applicable commencement date, either the Option 1 ISD or the Option 2 ISD, shall be the "In-Service Date") and shall continue until (c) if the Option 1 ISD is selected, the 11th anniversary of the first day of the calendar month following the In-Service Date or (d) if the Option 2 ISD is selected, the 11th anniversary of the In-Service Date (the "Primary Term End Date") (the In-Service Date through the Primary Term End Date being the "Primary Term"). For clarity, if Transporter does not receive the Shipper ISD Election Notice, then Shipper shall be deemed to have selected the Option 2 ISD as the In-Service Date.

11. **Right of First Refusal:** Shipper shall have a contractual right to extend the Primary Term for an additional term of one to five years (at Shipper's election) (the "Renewal Term" and, together with the Primary Term, the "Service Term") by delivering written notice thereof to Transporter not later than 12 months prior to the expiration of the Primary Term. If Shipper elects to extend the Primary Term as provided in this paragraph, then Shipper shall have "an agreement with an effective date on or after March 27, 2000 for service for twelve consecutive months or more at the applicable maximum rate for that service" as provided in Section 4.10(a)(i)(ii) of the General Terms and Conditions of the Tariff and, accordingly and for the avoidance of doubt, Shipper shall thereafter have a Right of First Refusal with respect to this Agreement as provided in Section 4.10 of the General Terms and Conditions of the Tariff, including, subject to the terms, conditions and limitations set forth in Section 4.10 of the General Terms and Conditions of the Tariff, an ongoing right to extend the Service Term.

Agreement No. 220344-FTWIC

12. Notices, Statements, and Bills:

To Shipper:

Invoices:

Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Energy Invoices
Tel#: 312-395-2846
Email: Energy_Invoices@citadel.com

All Notices:

Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Legal Department
Tel#: 305-929-6851
Email: CitadelAgreementNotice@citadel.com

To Transporter:

See "Points of Contact" in the Tariff.

See "Points of Contact" in the Tariff.

13. Effect on Prior Agreement(s): N/A.

14. Creditworthiness: At all times during the Term, Shipper shall demonstrate and maintain the following creditworthiness requirements:

- (i) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall be deemed creditworthy by Transporter if (x) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (y) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in the foregoing clause (x).
- (ii) If at any time during the Term, Shipper's S&P or Moody's rating falls below the levels described in subpart (i) above, or Shipper becomes unrated or otherwise fails to satisfy the requirements of subpart (i) above, then for the time period Shipper's ratings are below that level or Shipper is unrated or is otherwise unable to satisfy the requirements of subpart (i), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in subpart (iii) below. If Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described in subpart (i) above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in subpart (i).

Agreement No. 220344-FTWIC

- (iii) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in subpart (i) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (x) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in subpart (i); or (y) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the anticipated charges under this Agreement during the lesser of (A) 36 months and (B) the period of time remaining in the Term.
- (iv) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's (or its parent entity's) debt securities.
- (v) If any change in ratings or conditions requires Shipper to change how it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including, if necessary, the provision of any guarantee or letter of credit) within 15 Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.
15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

Transporter:
WYOMING INTERSTATE COMPANY, L.L.C.

Shipper:
CITADEL ENERGY MARKETING LLC

Accepted and agreed to this _____ day _____
of _____, 2024.

Accepted and agreed to this _____ day _____
of _____, 2024.

Reserved

Agreement No. 220344-FTWIC

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
CITADEL ENERGY MARKETING LLC
(Shipper)
DATED: August 22, 2024

Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶9.)

<u>Primary Point(s) of Receipt (1)</u>	<u>Effective Dates</u>	<u>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</u>	<u>Maximum Receipt Pressure (p.s.i.g.)(4)</u>
<u>800104 (BOW) BOWIE WELD</u>	<u>Service Term (See ¶11)</u>	<u>64,650</u>	<u>1,000</u>
<u>800245 (FLY) FLYING HAWK WELD</u>	<u>Service Term (See ¶11)</u>	<u>64,350</u>	<u>1,000</u>
<u>896054 (CRE) CRESTON CARBON</u>	<u>Service Term (See ¶11)</u>	<u>51,000</u>	<u>The MAOP of Transporter's Facilities at this Point</u>
<u>Primary Point(s) of Delivery (1)</u>	<u>Effective Dates</u>	<u>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</u>	<u>Maximum Delivery Pressure (p.s.i.g.)(4)</u>
<u>800561 (PJT) PICEANCE JUNCTION SWE</u>	<u>Initial Period (5) (Nov-Mar)</u>	<u>180,000</u>	<u>1,000</u>
<u>800561 (PJT) PICEANCE JUNCTION SWE</u>	<u>Initial Period (5) (Apr-Oct)</u>	<u>147,000</u>	<u>1,000</u>
<u>896114 (TML) THREEMILE DELIVERY</u>	<u>Initial Period (5) (Apr-Oct)</u>	<u>33,000</u>	<u>1,250</u>
<u>800528 (OVW) OVERTHRUST/ WIC SW</u>	<u>Following the Initial Period (5) until the end of the Service Term (See ¶11)</u>	<u>180,000</u>	<u>900</u>

Ex. A-1

Agreement No. 220344-FTWIC

EXHIBIT A
(Cont.)

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.
- (5) The term "Initial Period" means the period beginning on the In-Service Date (See ¶10) and ending on the day immediately preceding the 10th anniversary of the In-Service Date. For example, if the In-Service Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

Ex. A-2

Agreement No. 220344-FTWIC

Reserved
EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

<u>Primary Point(s) of Receipt</u>	<u>Primary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (1) (4)</u>	<u>Commodity Rate (4)</u>	<u>Authorized Overrun Rates</u>	<u>FL&U Percentage (4)</u>	<u>Surcharges</u>
<u>As Listed on Exhibit A</u>	<u>As Listed on Exhibit A</u>	<u>Initial Period (5)</u>	<u>(1a)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
<u>As Listed on Exhibit A</u>	<u>As Listed on Exhibit A</u>	<u>Following the Initial Period (5) until the end of the Primary Term (See ¶10)</u>	<u>(1b)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
<u>As Listed on Exhibit A</u>	<u>As Listed on Exhibit A</u>	<u>Renewal Term (See ¶11)</u>	<u>(1)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>

<u>Primary and Secondary Point(s) of Receipt</u>	<u>Primary and Secondary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (1) (4)</u>	<u>Commodity Rate (4)</u>	<u>Authorized Overrun Rates</u>	<u>FL&U Percentage (4)</u>	<u>Surcharges</u>
<u>All</u>	<u>All</u>	<u>Initial Period (5)</u>	<u>(1a)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
<u>All</u>	<u>All</u>	<u>Following the Initial Period (5) until the end of the Primary Term (See ¶10)</u>	<u>(1b)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
<u>All</u>	<u>All</u>	<u>Renewal Term (See ¶11)</u>	<u>(1)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.

Ex. B-1

Agreement No. 220344-FTWIC

EXHIBIT B

(Cont.)

Notes: (Cont.)

(1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$3.8538 per Dth per month, which shall be payable regardless of quantities transported.

(1b) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$1.5208 per Dth per month, which shall be payable regardless of quantities transported.

(2) Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

(3) **Surcharges, If Applicable:**

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

ACA:

The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.

(4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.

(5) The term "Initial Period" means the period beginning on the In-Service Date and ending on the day immediately preceding the 10th anniversary of the In-Service Date. For example, if the In-Service Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

Ex. B-2

~~Reserved~~ Agreement No. 221109-FTWIC

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

Agreement No. 221109-FTWIC

FIRM TRANSPORTATION SERVICE AGREEMENT

Rate Schedule FT

DATED: August 22, 2024

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: CITADEL ENERGY MARKETING LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. **Negotiated Rate:** Yes ☒ No ☐
9. **Maximum Delivery Quantity ("MDQ"):**

MDQ (Dth/Day)	Effective
190,000	Service Start Date through the last day of the Initial Period (as defined in Exhibit A)
10,000	Following the Initial Period through the last day of the Service Term

Agreement No. 221109-FTWIC

10. **Term of Firm Transportation Service:** This Agreement shall be effective as of the date first written above and, unless otherwise terminated by the Parties or in accordance with the terms hereof, shall remain in effect through the last day of the Service Term (the "Term"). Shipper's right to transport gas under this Agreement shall commence on the In-Service Date (as such term is defined in that certain Firm Transportation Service Agreement (Agreement No. 220344-FTWIC) dated August 22, 2024, by and between Shipper and Transporter (the "WIC to Overthrust Agreement") and incorporated herein by reference) (the "Service Start Date") and end on the later of (A) April 1, 2036 and (B) the Primary Term End Date (as defined in the WIC to Overthrust Agreement) (the "Replacement FTSA No. 1 Primary Term").
11. **Right of First Refusal:** Shipper shall have a contractual right to extend the Replacement FTSA No. 1 Primary Term for an additional term of one to five years (at Shipper's election) (the "Replacement FTSA No. 1 Renewal Term" and, together with the Replacement FTSA No. 1 Primary Term, the "Service Term") by delivering written notice thereof to Transporter not later than 12 months prior to the expiration of the Replacement FTSA No. 1 Primary Term. If Shipper elects to extend the Replacement FTSA No. 1 Primary Term as provided in this paragraph, then Shipper shall have "an agreement with an effective date on or after March 27, 2000 for service for twelve consecutive months or more at the applicable maximum rate for that service" as provided in Section 4.10(a)(i)(ii) of the General Terms and Conditions of the Tariff and, accordingly and for the avoidance of doubt, Shipper shall thereafter have a Right of First Refusal with respect to this Agreement as provided in Section 4.10 of the General Terms and Conditions of the Tariff, including, subject to the terms, conditions and limitations set forth in Section 4.10 of the General Terms and Conditions of the Tariff, an ongoing right to extend the Service Term.
12. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Energy Invoices
Tel#: 312-395-2846
Email: Energy_Invoices@citadel.com

All Notices:

Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Legal Department
Tel#: 305-929-6851
Email: CitadelAgreementNotice@citadel.com

To Transporter:

See "Points of Contact" in the Tariff.

day of _____, 2024.

Agreement No. 221109-FTWIC

Reserved **EXHIBIT A**
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶9.)

<u>Primary Point(s) of Receipt (1)</u>	<u>Effective Dates</u>	<u>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</u>	<u>Maximum Receipt Pressure (p.s.i.g.) (4)</u>
<u>800561 (PJT) PICEANCE JUNCTION SWE</u>	<u>Initial Period (5)</u>	<u>190,000</u>	<u>1,000</u>
<u>800561 (PJT) PICEANCE JUNCTION SWE</u>	<u>Following the Initial Period (5) until the end of the Service Term (See ¶11)</u>	<u>10,000</u>	<u>1,000</u>

<u>Primary Point(s) of Delivery (1)</u>	<u>Effective Dates</u>	<u>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</u>	<u>Maximum Delivery Pressure (p.s.i.g.) (4)</u>
<u>800528 (OVW) OVERTHRUST/ WIC SW</u>	<u>Initial Period (5)</u>	<u>190,000</u>	<u>900</u>
<u>800528 (OVW) OVERTHRUST/ WIC SW</u>	<u>Following the Initial Period (5) until the end of the Service Term (See ¶11)</u>	<u>10,000</u>	<u>900</u>

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.

Ex. A-1

Agreement No. 221109-FTWIC

EXHIBIT A CONT'D

Notes: (Cont'd)

- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.
- (5) The term "Initial Period" means the period beginning on the Service Start Date (See ¶10) and ending on the day immediately preceding the 10th anniversary of the Service Start Date. For example, if the Service Start Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

Ex. A-2

Agreement No. 221109-FTWIC

Reserved

EXHIBIT B

To

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

CITADEL ENERGY MARKETING LLC

(Shipper)

DATED: August 22, 2024

<u>Primary Point(s) of Receipt</u>	<u>Primary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (1) (4)</u>	<u>Commodity Rate (4)</u>	<u>Authorized Overrun Rates</u>	<u>FL&U Percentage (4)</u>	<u>Surcharges</u>
<u>As Listed on Exhibit A</u>	<u>As Listed on Exhibit A</u>	<u>Initial Period (5)</u>	<u>(1a)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
<u>As Listed on Exhibit A</u>	<u>As Listed on Exhibit A</u>	<u>Following the Initial Period (5) until the end of the Replacement FTSA No. 1 Primary Term (See ¶10)</u>	<u>(1b)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
<u>As Listed on Exhibit A</u>	<u>As Listed on Exhibit A</u>	<u>Replacement FTSA No. 1 Renewal Term (See ¶11)</u>	<u>(1)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>

Ex. B-1

Agreement No. 221109-FTWIC

EXHIBIT B CONT'D

(Table Cont'd)

<u>Primary and Secondary Point(s) of Receipt</u>	<u>Primary and Secondary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (1) (4)</u>	<u>Commodity Rate (4)</u>	<u>Authorized Overrun Rates</u>	<u>FL&U Percentage (4)</u>	<u>Surcharges</u>
47968 (WAL) WALCOTT JUNCTION BI-DIR	47968 (WAL) WALCOTT JUNCTION BI-DIR						
48646 (SLO) SILO PLANT REC	48646 (SLO) SILO PLANT REC						
800104 (BOW) BOWIE	800104 (BOW) BOWIE						
800115 (BTC) BITTER CREEK BI-DIRECTI	800115 (BTC) BITTER CREEK BI-DIRECTI						
800116 (BTW) BAXTER TO WIC	800116 (BTW) BAXTER TO WIC						
800212 (DOV) DOVER METER STATION	800212 (DOV) DOVER METER STATION						
800245 (FLY) FLYING HAWK	800245 (FLY) FLYING HAWK						
800528 (OVW) OVERTHRUST/ WIC	800528 (OVW) OVERTHRUST/ WIC						
800561 (PJT) PICEANCE JUNCTION	800561 (PJT) PICEANCE JUNCTION						
800633 (RIM) RED RIM	800633 (RIM) RED RIM						
800666 (RTW) RAWLINS TO WIC	800666 (RTW) RAWLINS TO WIC	<u>Initial Period</u> <u>(5)</u>	<u>(1a)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
800716 (TDC) THUNDER CHIEF METER	800716 (TDC) THUNDER CHIEF METER						
800760 (WAW) WAMSUTTER TO WIC	800760 (WAW) WAMSUTTER TO WIC						
800899 (WHP) WIC HEADSTATION POOL	800899 (WHP) WIC HEADSTATION POOL						
801488 (GHP) EAST MAINLINE HEADSTATIO	801488 (GHP) EAST MAINLINE HEADSTATIO						
896002 (DUL) DULLKNIFE METER	896002 (DUL) DULLKNIFE METER						
896018 (LTW) LITTLE WOLF	896018 (LTW) LITTLE WOLF						
896021 (RKP) ROCKPORT	896021 (RKP) ROCKPORT						
896026 (OWL) OWL CREEK	896026 (OWL) OWL CREEK						
896054 (CRE) CRESTON	896054 (CRE) CRESTON						
896084 (STB) SITTING BULL DELIVERY	896084 (STB) SITTING BULL DELIVERY						
896114 (TML) THREEMILE DELIVERY	896114 (TML) THREEMILE DELIVERY						

Ex. B-2

Agreement No. 221109-FTWIC

EXHIBIT B CONT'D

(Table Cont'd)

<u>Primary and Secondary Point(s) of Receipt</u>	<u>Primary and Secondary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (1) (4)</u>	<u>Commodity Rate (4)</u>	<u>Authorized Overrun Rates</u>	<u>FL&U Percentage (4)</u>	<u>Surcharges</u>
47968 (WAL) WALCOTT JUNCTION BI-DIR	47968 (WAL) WALCOTT JUNCTION BI-DIR	Following the Initial Period (5) until the end of the Replacement FTSA No. 1 Primary Term (See ¶10)	(1b)	(1)	(1)	(2)	(3)
48646 (SLO) SILO PLANT	48646 (SLO) SILO PLANT						
800104 (BOW) BOWIE	800104 (BOW) BOWIE						
800115 (BTC) BITTER	800115 (BTC) BITTER						
CREEK BI-DIR	CREEK BI-DIR						
800116 (BTW) BAXTER TO WIC	800116 (BTW) BAXTER TO WIC						
800212 (DOV) DOVER	800212 (DOV) DOVER						
METER STATION	METER STATION						
800245 (FLY) FLYING	800245 (FLY) FLYING						
HAWK	HAWK						
800528 (OVW)	800528 (OVW)						
OVERTHRUST/WIC	OVERTHRUST/WIC						
800561 (PJT) PICEANCE JUNCTION	800561 (PJT) PICEANCE JUNCTION						
800633 (RIM) RED RIM	800633 (RIM) RED RIM						
800666 (RTW) RAWLINS TO WIC	800666 (RTW) RAWLINS TO WIC						
800716 (TDC) THUNDER	800716 (TDC) THUNDER						
CHIEF METER	CHIEF METER						
800760 (WAW)	800760 (WAW)						
WAMSUTTER TO WIC	WAMSUTTER TO WIC						
800899 (WHP) WIC	800899 (WHP) WIC						
HEADSTATION POOL	HEADSTATION POOL						
801488 (GHP) EAST	801488 (GHP) EAST						
MAINLINE	MAINLINE						
896002 (DUL) DULLKNIFE METER	896002 (DUL) DULLKNIFE METER	Replacement FTSA No. 1 Primary Term (See ¶10)	(1)	(1)	(1)	(2)	(3)
896018 (LTW) LITTLE WOLF	896018 (LTW) LITTLE WOLF						
896021 (RKP) ROCKPORT	896021 (RKP) ROCKPORT						
896026 (OWL) OWL CREEK	896026 (OWL) OWL CREEK						
896054 (CRE) CRESTON	896054 (CRE) CRESTON						
896084 (STB) SITTING BULL DELIVERY	896084 (STB) SITTING BULL DELIVERY						
896114 (TML) THREEMILE DELIVERY	896114 (TML) THREEMILE DELIVERY						
Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed in the table immediately above in this Exhibit B with a Primary or Secondary Delivery Point listed in the table immediately above in this Exhibit B.							
All	All						

Ex. B-3

Agreement No. 221109-FTWIC

EXHIBIT B CONT'D

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
 - (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$1.6008 per Dth per month, which shall be payable regardless of quantities transported.
 - (1b) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$1.5209 per Dth per month, which shall be payable regardless of quantities transported.
 - (2) Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
 - (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.
- ACA:**
- The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.
 - (5) The term "Initial Period" means the period beginning on the Service Start Date (See ¶10) and ending on the day immediately preceding the 10th anniversary of the Service Start Date. For example, if the Service Start Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

Ex. B-4

~~Reserved~~

Agreement No. 221110-FTPWIC

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

Agreement No. 221110-FTPWIC

FIRM TRANSPORTATION SERVICE AGREEMENT
Rate Schedule FT

DATED: August 22, 2024

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: CITADEL ENERGY MARKETING LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter’s FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time (“the Tariff”). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper’s right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper’s account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. **Negotiated Rate:** Yes ☒ No ☐
9. **Maximum Delivery Quantity (“MDQ”):**

MDQ (Dth/Day)	Effective
190,000	Service Start Date through the last day of the Initial Period (as defined in Exhibit A)
10,000	Following the Initial Period through the last day of the Service Term

Agreement No. 221110-FTPWIC

10. **Term of Firm Transportation Service:** This Agreement shall be effective as of the date first written above and, unless otherwise terminated by the Parties or in accordance with the terms hereof, shall remain in effect through the last day of the Service Term (the "Term"). Shipper's right to transport gas under this Agreement shall commence on the In-Service Date (as such term is defined in that certain Firm Transportation Service Agreement (Agreement No. 220344-FTWIC) dated August 22, 2024, by and between Shipper and Transporter (the "WIC to Overthrust Agreement") and incorporated herein by reference) (the "Service Start Date") and end on the later of (A) April 1, 2036 and (B) the Primary Term End Date (as defined in the WIC to Overthrust Agreement) (the "Replacement FTSA No. 2 Primary Term").

11. **Right of First Refusal:** Shipper shall have a contractual right to extend the Replacement FTSA No. 2 Primary Term for an additional term of one to five years (at Shipper's election) (the "Replacement FTSA No. 2 Renewal Term" and, together with the Replacement FTSA No. 2 Primary Term, the "Service Term") by delivering written notice thereof to Transporter not later than 12 months prior to the expiration of the Replacement FTSA No. 2 Primary Term. If Shipper elects to extend the Replacement FTSA No. 2 Primary Term as provided in this paragraph, then Shipper shall have "an agreement with an effective date on or after March 27, 2000 for service for twelve consecutive months or more at the applicable maximum rate for that service" as provided in Section 4.10(a)(i)(ii) of the General Terms and Conditions of the Tariff and, accordingly and for the avoidance of doubt, Shipper shall thereafter have a Right of First Refusal with respect to this Agreement as provided in Section 4.10 of the General Terms and Conditions of the Tariff, including, subject to the terms, conditions and limitations set forth in Section 4.10 of the General Terms and Conditions of the Tariff, an ongoing right to extend the Service Term.

12. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Energy Invoices
Tel#: 312-395-2846
Email: Energy_Invoices@citadel.com

All Notices:

Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Legal Department
Tel#: 305-929-6851
Email: CitadelAgreementNotice@citadel.com

To Transporter:

See "Points of Contact" in the Tariff.

Agreement No. 221110-FTPWIC

13. **Effect on Prior Agreement(s):** The Parties acknowledge and agree that (i) this Agreement is being executed concurrently with the WIC to Overthrust Agreement and that certain Firm Transportation Service Agreement (Agreement No. 221109-FTWIC) dated August 22, 2024, by and between Shipper and Transporter (the “Piceance to OVT Agreement”), (ii) the transactions and agreements contemplated herein and therein constitute a series of related transactions and agreements by and between the Parties, (iii) as of the Service Start Date, this Agreement and the Piceance to OVT Agreement will replace and supersede that certain Firm Transportation Service Agreement (Agreement No. 218314-FTWIC) dated October 26, 2022 (the “Original Agreement”) in its entirety, and (iv) from and after the Service Start Date, the Original Agreement shall be of no further force or effect, except for those provisions that expressly or by their nature survive the termination thereof. Accordingly, the Parties agree that if the WIC to Overthrust Agreement is terminated by either Party before the Service Start Date, then this Agreement shall automatically terminate and the Original Agreement shall remain in full force and effect in accordance with its terms as if this Agreement had not been executed. For clarity, prior to the earlier of (a) the termination of this Agreement as provided herein and (b) the Service Start Date, the Original Agreement shall remain in full force and effect, and Shipper shall continue to have the right to transport gas thereunder, until the earlier of (x) the termination or expiration of the Original Agreement in accordance with its terms and (y) the Service Start Date, as the case may be.
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

Transporter:Shipper:

WYOMING INTERSTATE COMPANY, L.L.C.CITADEL ENERGY MARKETING LLC

Accepted and agreed to this dayAccepted and agreed to this day

of, 2024.of, 2024.

Agreement No. 221110-FTWIC~~Reserved~~

EXHIBIT A

To

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

CITADEL ENERGY MARKETING LLC

(Shipper)

DATED: August 22, 2024

Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶9.)

<u>Primary Point(s) of Receipt (1)</u>	<u>Effective Dates</u>	<u>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</u>	<u>Maximum Receipt Pressure (p.s.i.g.)(4)</u>
<u>896062 (RBL) RIO BLANCO</u>	<u>Initial Period (5)</u>	<u>190,000</u>	<u>1,280</u>
<u>896062 (RBL) RIO BLANCO</u>	<u>Following the Initial Period (5) until the end of the Service Term (See ¶11)</u>	<u>10,000</u>	<u>1,280</u>

<u>Primary Point(s) of Delivery (1)</u>	<u>Effective Dates</u>	<u>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</u>	<u>Maximum Delivery Pressure (p.s.i.g.)(4)</u>
<u>800561 (PJT) PICEANCE JUNCTION SWE</u>	<u>Initial Period (5)</u>	<u>190,000</u>	<u>1,000</u>
<u>800561 (PJT) PICEANCE JUNCTION SWE</u>	<u>Following the Initial Period (5) until the end of the Service Term (See ¶11)</u>	<u>10,000</u>	<u>1,000</u>

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.

Ex. A-1

Agreement No. 221110-FTWIC

EXHIBIT A CONT'D

Notes: (Cont'd)

- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.
- (5) The term "Initial Period" means the period beginning on the Service Start Date (See ¶10) and ending on the day immediately preceding the 10th anniversary of the Service Start Date. For example, if the Service Start Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

Ex. A-2

Agreement No. 221110-FTPWICReserved

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
Between

WYOMING INTERSTATE COMPANY, L.L.C.
and
CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

<u>Primary Point(s) of Receipt</u>	<u>Primary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (1) (4)</u>	<u>Commodity Rate (4)</u>	<u>Authorized Overrun Rates</u>	<u>FL&U Percentage (4)</u>	<u>Surcharges</u>
<u>As Listed on Exhibit A</u>	<u>As Listed on Exhibit A</u>	<u>Initial Period (5)</u>	<u>(1a)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
<u>As Listed on Exhibit A</u>	<u>As Listed on Exhibit A</u>	<u>Following the Initial Period (5) until the end of the Replacement FTSA No. 2 Primary Term (See ¶10)</u>	<u>(1b)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
<u>As Listed on Exhibit A</u>	<u>As Listed on Exhibit A</u>	<u>Replacement FTSA No. 2 Renewal Term (See ¶11)</u>	<u>(1)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>

<u>Primary and Secondary Point(s) of Receipt</u>	<u>Primary and Secondary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (1) (4)</u>	<u>Commodity Rate (4)</u>	<u>Authorized Overrun Rates</u>	<u>FL&U Percentage (4)</u>	<u>Surcharges</u>
<u>800561 (PJT) PICEANCE JUNCTION</u>	<u>800561 (PJT) PICEANCE JUNCTION</u>	<u>Initial Period (5)</u>	<u>(1a)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
<u>800709 (SWT) SWEETWATER</u>	<u>800709 (SWT) SWEETWATER</u>						
<u>800722 (TPL) TRAPPERS LAKE</u>	<u>800722 (TPL) TRAPPERS LAKE</u>						
<u>800844 (BHP) PICEANCE BASIN</u>	<u>800844 (BHP) PICEANCE BASIN</u>						
<u>896061 (YLJ) YELLOW JACKET PASS</u>	<u>896061 (YLJ) YELLOW JACKET PASS</u>						
<u>896062 (RBL) RIO BLANCO</u>	<u>896062 (RBL) RIO BLANCO</u>						

Agreement No. 221110-FTPWIC

Exhibit B CONT'D

<u>Primary and Secondary Point(s) of Receipt</u>	<u>Primary and Secondary Point(s) of Delivery</u>	<u>Effective Dates</u>	<u>Reservation Rate (1) (4)</u>	<u>Commodity Rate (4)</u>	<u>Authorized Overrun Rates</u>	<u>FL&U Percentage (4)</u>	<u>Surcharges</u>
800561 (PJT) PICEANCE JUNCTION 800709 (SWT) SWEETWATER 800722 (TPL) TRAPPERS LAKE 800844 (BHP) PICEANCE BASIN 896061 (YLJ) YELLOW JACKET PASS 896062 (RBL) RIO BLANCO	800561 (PJT) PICEANCE JUNCTION 800709 (SWT) SWEETWATER 800722 (TPL) TRAPPERS LAKE 800844 (BHP) PICEANCE BASIN 896061 (YLJ) YELLOW JACKET PASS 896062 (RBL) RIO BLANCO	Following the Initial Period (5) until the end of the Replacement FTSA No. 2 Primary Term (See ¶10)	(1b)	(1)	(1)	(2)	(3)
Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed in the table immediately above in this Exhibit B with a Primary or Secondary Delivery Point listed in the table immediately above in this Exhibit B.		Replacement FTSA No. 2 Primary Term (See ¶10)	(1)	(1)	(1)	(2)	(3)
All	All	Replacement FTSA No. 2 Renewal Term (See ¶11)	(1)	(1)	(1)	(2)	(3)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$1.5930 per Dth per month, which shall be payable regardless of quantities transported.
- (1b) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$4.2918 per Dth per month, which shall be payable regardless of quantities transported.
- (2) Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.
- ACA:**
The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.
- (5) The term "Initial Period" means the period beginning on the Service Start Date (See ¶10) and ending on the day immediately preceding the 10th anniversary of the Service Start Date. For example, if the Service Start Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

Ex. B-2

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List of Non-Conforming Agreements:

Sequent Energy Management LLC (#219208-FTWIC)
Spotlight Energy, LLC (#217274-FTWIC)
Tenaska Marketing Ventures (#217271-FTWIC)

List of Non-Conforming Negotiated Rate Agreements:

Anadarko Energy Services Company (#41147)
Black Hills Service Company, LLC (#215933-FTMWIC)
Black Hills Service Company, LLC (#213585-FDBSWIC)
Citadel Energy Marketing LLC (#217275-FTWIC)
Citadel Energy Marketing LLC (#220344-FTWIC)
Citadel Energy Marketing LLC (#221109-FTWIC)
Citadel Energy Marketing LLC (#221110-FTPWIC)
Mieco, Inc. (#217273-FTWIC)
ONEOK Rockies Midstream, L.L.C. (#220517-FTBWIC)

Reserved

NON-CONFORMING AGREEMENTS

Section 1	Citadel Energy Marketing LLC #220344-FTWIC
Section 2	Citadel Energy Marketing LLC #217275-FTWIC
Section 3	ONEOK Rockies Midstream, L.L.C. #220517-FTBWIC
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Section 15	Black Hills Service Company, LLC #213585-FDBSWIC
Section 16	Sequent Energy Management LLC #219208-FTWIC

Agreement No. 220344-FTWIC

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

TRANSPORTATION SERVICE AGREEMENT

Rate Schedule FT

DATED: August 22, 2024

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: CITADEL ENERGY MARKETING LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time (the "Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation Service at and between the Primary Points of Receipt and the Primary Point(s) of Delivery shall be on a firm basis. Receipt and delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.

The Parties recognize that Transporter must construct certain additional facilities in order to provide Transportation Service for Shipper under this Agreement, including (a) compression work and station modifications at Transporter's Wamsutter Compressor Station in Sweetwater County, Wyoming and (b) installation and implementation of certain other system modifications to Transporter's pipeline system as determined by Transporter (collectively, the "Additional Facilities"). Accordingly, Transporter's obligations under this Agreement are subject to the satisfaction of the following conditions, which conditions are solely for the benefit of Transporter, and only Transporter shall have the right to waive such conditions:

- (i) The receipt by Transporter of all necessary regulatory approvals, permits, and other authorizations for the Additional Facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The acquisition by Transporter of all rights-of-way, other surface rights and materials required to site, construct, and maintain the Additional Facilities on terms and conditions acceptable to Transporter in its sole discretion.
- (iii) The execution of agreements for the construction of the Additional Facilities on terms and conditions acceptable to Transporter in its sole discretion.

If the foregoing conditions are not fully satisfied or waived by Transporter, then Transporter may terminate this Agreement without liability of any kind to Shipper by providing Shipper with written notice thereof. Transporter shall provide notice to Shipper upon satisfaction or waiver of the foregoing conditions.

Agreement No. 220344-FTWIC

6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. Upon mutual agreement, the Parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. **Negotiated Rate:** Yes X No
9. **Maximum Delivery Quantity ("MDQ"):**

MDQ (Dth/Day)	Effective
180,000	In-Service Date through the last day of the Service Term

10. **Term of Firm Transportation Service:** This Agreement shall be effective as of the date first written above (the "Effective Date") and, unless otherwise terminated by the Parties, shall remain in effect through the last day of the Service Term (the "Term"). Transporter will notify (with e-mail notification being sufficient) Shipper in writing when the Additional Facilities are completed and ready for service and Transporter is authorized to place the Additional Facilities into service (the "ISD Notice"). Shipper's right to transport gas under this Agreement shall commence on the earlier of (a) the date specified in Shipper's written response (with an e-mail response to Transporter being sufficient) (the "Shipper ISD Election Notice") to the ISD Notice (the "Option 1 ISD"), and (b) the first day of the calendar month following the month during which Transporter delivers the ISD Notice to Shipper (the "Option 2 ISD"; the applicable commencement date, either the Option 1 ISD or the Option 2 ISD, shall be the "In-Service Date") and shall continue until (c) if the Option 1 ISD is selected, the 11th anniversary of the first day of the calendar month following the In-Service Date or (d) if the Option 2 ISD is selected, the 11th anniversary of the In-Service Date (the "Primary Term End Date") (the In-Service Date through the Primary Term End Date being the "Primary Term"). For clarity, if Transporter does not receive the Shipper ISD Election Notice, then Shipper shall be deemed to have selected the Option 2 ISD as the In-Service Date.
11. **Right of First Refusal:** Shipper shall have a contractual right to extend the Primary Term for an additional term of one to five years (at Shipper's election) (the "Renewal Term" and, together with the Primary Term, the "Service Term") by delivering written notice thereof to Transporter not later than 12 months prior to the expiration of the Primary Term. If Shipper elects to extend the Primary Term as provided in this paragraph, then Shipper shall have "an agreement with an effective date on or after March 27, 2000 for service for twelve consecutive months or more at the applicable maximum rate for that service" as provided in Section 4.10(a)(i)(ii) of the General Terms and Conditions of the Tariff and, accordingly and for the avoidance of doubt, Shipper shall thereafter have a Right of First Refusal with respect to this Agreement as provided in Section 4.10 of the General Terms and Conditions of the Tariff, including, subject to the terms, conditions and limitations set forth in Section 4.10 of the General Terms and Conditions of the Tariff, an ongoing right to extend the Service Term.

12. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Energy Invoices
Tel#: 312-395-2846
Email: Energy_Invoices@citadel.com

All Notices:

Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Legal Department
Tel#: 305-929-6851
Email: CitadelAgreementNotice@citadel.com

To Transporter:

See "Points of Contact" in the Tariff.

See "Points of Contact" in the Tariff.

13. **Effect on Prior Agreement(s):** N/A.

14. **Creditworthiness:** At all times during the Term, Shipper shall demonstrate and maintain the following creditworthiness requirements:

- (i) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall be deemed creditworthy by Transporter if (x) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (y) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in the foregoing clause (x).
- (ii) If at any time during the Term, Shipper's S&P or Moody's rating falls below the levels described in subpart (i) above, or Shipper becomes unrated or otherwise fails to satisfy the requirements of subpart (i) above, then for the time period Shipper's ratings are below that level or Shipper is unrated or is otherwise unable to satisfy the requirements of subpart (i), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in subpart (iii) below. If Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described in subpart (i) above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in subpart (i).

Agreement No. 220344-FTWIC

- (iii) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in subpart (i) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (x) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in subpart (i); or (y) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the anticipated charges under this Agreement during the lesser of (A) 36 months and (B) the period of time remaining in the Term.
 - (iv) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's (or its parent entity's) debt securities.
 - (v) If any change in ratings or conditions requires Shipper to change how it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including, if necessary, the provision of any guarantee or letter of credit) within 15 Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.
15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

Transporter:
WYOMING INTERSTATE COMPANY, L.L.C.

Accepted and agreed to this _____ day
of _____, 2024.

Shipper:
CITADEL ENERGY MARKETING LLC

Accepted and agreed to this _____ day
of _____, 2024.

Agreement No. 220344-FTWIC

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
CITADEL ENERGY MARKETING LLC
(Shipper)
DATED: August 22, 2024

Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶9.)

<i>Primary Point(s) of Receipt (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.)(4)</i>
800104 (BOW) BOWIE WELD	Service Term (See ¶11)	64,650	1,000
800245 (FLY) FLYING HAWK WELD	Service Term (See ¶11)	64,350	1,000
896054 (CRE) CRESTON CARBON	Service Term (See ¶11)	51,000	The MAOP of Transporter's Facilities at this Point
<i>Primary Point(s) of Delivery (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.)(4)</i>
800561 (PJT) PICEANCE JUNCTION SWE	Initial Period (5) (Nov-Mar)	180,000	1,000
800561 (PJT) PICEANCE JUNCTION SWE	Initial Period (5) (Apr-Oct)	147,000	1,000
896114 (TML) THREEMILE DELIVERY	Initial Period (5) (Apr-Oct)	33,000	1,250
800528 (OVW) OVERTHRUST/ WIC SW	Following the Initial Period (5) until the end of the Service Term (See ¶11)	180,000	900

Ex. A-1

Agreement No. 220344-FTWIC

EXHIBIT A
(Cont.)

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.
- (5) The term "Initial Period" means the period beginning on the In-Service Date (See ¶10) and ending on the day immediately preceding the 10th anniversary of the In-Service Date. For example, if the In-Service Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

Ex. A-2

Agreement No. 220344-FTWIC

EXHIBIT B
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE FT
 between
WYOMING INTERSTATE COMPANY, L.L.C.
 and
CITADEL ENERGY MARKETING LLC
 (Shipper)

DATED: August 22, 2024

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
As Listed on Exhibit A	As Listed on Exhibit A	Initial Period (5)	(1a)	(1)	(1)	(2)	(3)
As Listed on Exhibit A	As Listed on Exhibit A	Following the Initial Period (5) until the end of the Primary Term (See ¶10)	(1b)	(1)	(1)	(2)	(3)
As Listed on Exhibit A	As Listed on Exhibit A	Renewal Term (See ¶11)	(1)	(1)	(1)	(2)	(3)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
All	All	Initial Period (5)	(1a)	(1)	(1)	(2)	(3)
All	All	Following the Initial Period (5) until the end of the Primary Term (See ¶10)	(1b)	(1)	(1)	(2)	(3)
All	All	Renewal Term (See ¶11)	(1)	(1)	(1)	(2)	(3)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.

Ex. B-1

EXHIBIT B
(Cont.)

Notes: (Cont.)

- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$3.8538 per Dth per month, which shall be payable regardless of quantities transported.
- (1b) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$1.5208 per Dth per month, which shall be payable regardless of quantities transported.
- (2) Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

(3) **Surcharges, If Applicable:**

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

ACA:

The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.

- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.
- (5) The term "Initial Period" means the period beginning on the In-Service Date and ending on the day immediately preceding the 10th anniversary of the In-Service Date. For example, if the In-Service Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

Agreement No. 221109-FTWIC

FIRM TRANSPORTATION SERVICE AGREEMENT
Rate Schedule FT

DATED: August 22, 2024

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: CITADEL ENERGY MARKETING LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter’s FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time (“the Tariff”). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper’s right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper’s account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. **Negotiated Rate:** Yes X No
9. **Maximum Delivery Quantity (“MDQ”):**

MDQ (Dth/Day)	Effective
190,000	Service Start Date through the last day of the Initial Period (as defined in Exhibit A)
10,000	Following the Initial Period through the last day of the Service Term

Agreement No. 221109-FTWIC

10. **Term of Firm Transportation Service:** This Agreement shall be effective as of the date first written above and, unless otherwise terminated by the Parties or in accordance with the terms hereof, shall remain in effect through the last day of the Service Term (the "Term"). Shipper's right to transport gas under this Agreement shall commence on the In-Service Date (as such term is defined in that certain Firm Transportation Service Agreement (Agreement No. 220344-FTWIC) dated August 22, 2024, by and between Shipper and Transporter (the "WIC to Overthrust Agreement") and incorporated herein by reference) (the "Service Start Date") and end on the later of (A) April 1, 2036 and (B) the Primary Term End Date (as defined in the WIC to Overthrust Agreement) (the "Replacement FTSA No. 1 Primary Term").
11. **Right of First Refusal:** Shipper shall have a contractual right to extend the Replacement FTSA No. 1 Primary Term for an additional term of one to five years (at Shipper's election) (the "Replacement FTSA No. 1 Renewal Term" and, together with the Replacement FTSA No. 1 Primary Term, the "Service Term") by delivering written notice thereof to Transporter not later than 12 months prior to the expiration of the Replacement FTSA No. 1 Primary Term. If Shipper elects to extend the Replacement FTSA No. 1 Primary Term as provided in this paragraph, then Shipper shall have "an agreement with an effective date on or after March 27, 2000 for service for twelve consecutive months or more at the applicable maximum rate for that service" as provided in Section 4.10(a)(i)(ii) of the General Terms and Conditions of the Tariff and, accordingly and for the avoidance of doubt, Shipper shall thereafter have a Right of First Refusal with respect to this Agreement as provided in Section 4.10 of the General Terms and Conditions of the Tariff, including, subject to the terms, conditions and limitations set forth in Section 4.10 of the General Terms and Conditions of the Tariff, an ongoing right to extend the Service Term.
12. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Energy Invoices
Tel#: 312-395-2846
Email: Energy_Invoices@citadel.com

All Notices:

Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Legal Department
Tel#: 305-929-6851
Email: CitadelAgreementNotice@citadel.com

To Transporter:

See "Points of Contact" in the Tariff.

Agreement No. 221109-FTWIC

13. **Effect on Prior Agreement(s):** The Parties acknowledge and agree that (i) this Agreement is being executed concurrently with the WIC to Overthrust Agreement and that certain Firm Transportation Service Agreement (Agreement No. 221110-FTPWIC) dated August 22, 2024, by and between Shipper and Transporter (the "Rio Blanco to Piceance Agreement"), (ii) the transactions and agreements contemplated herein and therein constitute a series of related transactions and agreements by and between the Parties, (iii) as of the Service Start Date, this Agreement and the Rio Blanco to Piceance Agreement will replace and supersede that certain Firm Transportation Service Agreement (Agreement No. 218314-FTWIC) dated October 26, 2022 (the "Original Agreement") in its entirety, and (iv) from and after the Service Start Date, the Original Agreement shall be of no further force or effect, except for those provisions that expressly or by their nature survive the termination thereof. Accordingly, the Parties agree that if the WIC to Overthrust Agreement is terminated by either Party before the Service Start Date, then this Agreement shall automatically terminate and the Original Agreement shall remain in full force and effect in accordance with its terms as if this Agreement had not been executed. For clarity, prior to the earlier of (a) the termination of this Agreement as provided herein and (b) the Service Start Date, the Original Agreement shall remain in full force and effect, and Shipper shall continue to have the right to transport gas thereunder, until the earlier of (x) the termination or expiration of the Original Agreement in accordance with its terms and (y) the Service Start Date, as the case may be.
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

Transporter:

Shipper:

WYOMING INTERSTATE COMPANY, L.L.C.

CITADEL ENERGY MARKETING LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2024.

_____ day of _____, 2024.

Agreement No. 221109-FTWIC

EXHIBIT A
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE FT
 between
WYOMING INTERSTATE COMPANY, L.L.C.
 and
CITADEL ENERGY MARKETING LLC
 (Shipper)

DATED: August 22, 2024

Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶9.)

<i>Primary Point(s) of Receipt (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
800561 (PJT) PICEANCE JUNCTION SWE	Initial Period (5)	190,000	1,000
800561 (PJT) PICEANCE JUNCTION SWE	Following the Initial Period (5) until the end of the Service Term (See ¶11)	10,000	1,000
<i>Primary Point(s) of Delivery (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
800528 (OVW) OVERTHRUST/ WIC SW	Initial Period (5)	190,000	900
800528 (OVW) OVERTHRUST/ WIC SW	Following the Initial Period (5) until the end of the Service Term (See ¶11)	10,000	900

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.

Ex. A-1

EXHIBIT A CONT'D

Notes: (Cont'd)

- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.
- (5) The term "Initial Period" means the period beginning on the Service Start Date (See ¶10) and ending on the day immediately preceding the 10th anniversary of the Service Start Date. For example, if the Service Start Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

Agreement No. 221109-FTWIC

EXHIBIT B

To

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
As Listed on Exhibit A	As Listed on Exhibit A	Initial Period (5)	(1a)	(1)	(1)	(2)	(3)
As Listed on Exhibit A	As Listed on Exhibit A	Following the Initial Period (5) until the end of the Replacement FTSA No. 1 Primary Term (See ¶10)	(1b)	(1)	(1)	(2)	(3)
As Listed on Exhibit A	As Listed on Exhibit A	Replacement FTSA No. 1 Renewal Term (See ¶11)	(1)	(1)	(1)	(2)	(3)

Ex. B-1

Agreement No. 221109-FTWIC

EXHIBIT B CONT'D

(Table Cont'd)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
47968 (WAL) WALCOTT JUNCTION BI-DIR	47968 (WAL) WALCOTT JUNCTION BI-DIR						
48646 (SLO) SILO PLANT REC	48646 (SLO) SILO PLANT REC						
800104 (BOW) BOWIE	800104 (BOW) BOWIE						
800115 (BTC) BITTER CREEK BI-DIRECTI	800115 (BTC) BITTER CREEK BI-DIRECTI						
800116 (BTW) BAXTER TO WIC	800116 (BTW) BAXTER TO WIC						
800212 (DOV) DOVER METER STATION	800212 (DOV) DOVER METER STATION						
800245 (FLY) FLYING HAWK	800245 (FLY) FLYING HAWK						
800528 (OVW) OVERTHRUST/ WIC	800528 (OVW) OVERTHRUST/ WIC						
800561 (PJT) PICEANCE JUNCTION	800561 (PJT) PICEANCE JUNCTION						
800633 (RIM) RED RIM	800633 (RIM) RED RIM						
800666 (RTW) RAWLINS TO WIC	800666 (RTW) RAWLINS TO WIC	Initial Period (5)	(1a)	(1)	(1)	(2)	(3)
800716 (TDC) THUNDER CHIEF METER	800716 (TDC) THUNDER CHIEF METER						
800760 (WAW) WAMSUTTER TO WIC	800760 (WAW) WAMSUTTER TO WIC						
800899 (WHP) WIC HEADSTATION POOL	800899 (WHP) WIC HEADSTATION POOL						
801488 (GHP) EAST MAINLINE HEADSTATIO	801488 (GHP) EAST MAINLINE HEADSTATIO						
896002 (DUL) DULLKNIFE METER	896002 (DUL) DULLKNIFE METER						
896018 (LTW) LITTLE WOLF	896018 (LTW) LITTLE WOLF						
896021 (RKP) ROCKPORT	896021 (RKP) ROCKPORT						
896026 (OWL) OWL CREEK	896026 (OWL) OWL CREEK						
896054 (CRE) CRESTON	896054 (CRE) CRESTON						
896084 (STB) SITTING BULL DELIVERY	896084 (STB) SITTING BULL DELIVERY						
896114 (TML) THREEMILE DELIVERY	896114 (TML) THREEMILE DELIVERY						

Ex. B-2

Agreement No. 221109-FTWIC

EXHIBIT B CONT'D

(Table Cont'd)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
47968 (WAL) WALCOTT JUNCTION BI-DIR	47968 (WAL) WALCOTT JUNCTION BI-DIR	Following the Initial Period (5) until the end of the Replacement FTSA No. 1 Primary Term (See ¶10)	(1b)	(1)	(1)	(2)	(3)
48646 (SLO) SILO PLANT	48646 (SLO) SILO PLANT						
800104 (BOW) BOWIE	800104 (BOW) BOWIE						
800115 (BTC) BITTER CREEK BI-DIR	800115 (BTC) BITTER CREEK BI-DIR						
800116 (BTW) BAXTER TO WIC	800116 (BTW) BAXTER TO WIC						
800212 (DOV) DOVER METER STATION	800212 (DOV) DOVER METER STATION						
800245 (FLY) FLYING HAWK	800245 (FLY) FLYING HAWK						
800528 (OVW) OVERTHRUST/WIC	800528 (OVW) OVERTHRUST/WIC						
800561 (PJT) PICEANCE JUNCTION	800561 (PJT) PICEANCE JUNCTION						
800633 (RIM) RED RIM	800633 (RIM) RED RIM						
800666 (RTW) RAWLINS TO WIC	800666 (RTW) RAWLINS TO WIC						
800716 (TDC) THUNDER CHIEF METER	800716 (TDC) THUNDER CHIEF METER						
800760 (WAW) WAMSUTTER TO WIC	800760 (WAW) WAMSUTTER TO WIC						
800899 (WHP) WIC HEADSTATION POOL	800899 (WHP) WIC HEADSTATION POOL						
801488 (GHP) EAST MAINLINE	801488 (GHP) EAST MAINLINE						
896002 (DUL) DULLKNIFE METER	896002 (DUL) DULLKNIFE METER						
896018 (LTW) LITTLE WOLF	896018 (LTW) LITTLE WOLF						
896021 (RKP) ROCKPORT	896021 (RKP) ROCKPORT						
896026 (OWL) OWL CREEK	896026 (OWL) OWL CREEK						
896054 (CRE) CRESTON	896054 (CRE) CRESTON						
896084 (STB) SITTING BULL DELIVERY	896084 (STB) SITTING BULL DELIVERY						
896114 (TML) THREEMILE DELIVERY	896114 (TML) THREEMILE DELIVERY						
Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed in the table immediately above in this Exhibit B with a Primary or Secondary Delivery Point listed in the table immediately above in this Exhibit B.		Replacement FTSA No. 1 Primary Term (See ¶10)	(1)	(1)	(1)	(2)	(3)
All	All	Replacement FTSA No. 1 Renewal Term (See ¶11)	(1)	(1)	(1)	(2)	(3)

Ex. B-3

EXHIBIT B CONT'D

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$1.6008 per Dth per month, which shall be payable regardless of quantities transported.
- (1b) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$1.5209 per Dth per month, which shall be payable regardless of quantities transported.
- (2) Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.
- (5) The term "Initial Period" means the period beginning on the Service Start Date (See ¶10) and ending on the day immediately preceding the 10th anniversary of the Service Start Date. For example, if the Service Start Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

Agreement No. 221110-FTPWIC

FIRM TRANSPORTATION SERVICE AGREEMENT
Rate Schedule FT

DATED: August 22, 2024

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** WYOMING INTERSTATE COMPANY, L.L.C.
2. **Shipper:** CITADEL ENERGY MARKETING LLC
3. **Applicable Tariff and Incorporation by Reference:** Transporter’s FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time (“the Tariff”). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper’s right to protest the same.
5. **Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.
6. **Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper’s account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. **Negotiated Rate:** Yes ☒ No ☐
9. **Maximum Delivery Quantity (“MDQ”):**

MDQ (Dth/Day)	Effective
190,000	Service Start Date through the last day of the Initial Period (as defined in Exhibit A)
10,000	Following the Initial Period through the last day of the Service Term

Agreement No. 221110-FTPWIC

10. **Term of Firm Transportation Service:** This Agreement shall be effective as of the date first written above and, unless otherwise terminated by the Parties or in accordance with the terms hereof, shall remain in effect through the last day of the Service Term (the “Term”). Shipper’s right to transport gas under this Agreement shall commence on the In-Service Date (as such term is defined in that certain Firm Transportation Service Agreement (Agreement No. 220344-FTWIC) dated August 22, 2024, by and between Shipper and Transporter (the “WIC to Overthrust Agreement”) and incorporated herein by reference) (the “Service Start Date”) and end on the later of (A) April 1, 2036 and (B) the Primary Term End Date (as defined in the WIC to Overthrust Agreement) (the “Replacement FTSA No. 2 Primary Term”).
11. **Right of First Refusal:** Shipper shall have a contractual right to extend the Replacement FTSA No. 2 Primary Term for an additional term of one to five years (at Shipper’s election) (the “Replacement FTSA No. 2 Renewal Term” and, together with the Replacement FTSA No. 2 Primary Term, the “Service Term”) by delivering written notice thereof to Transporter not later than 12 months prior to the expiration of the Replacement FTSA No. 2 Primary Term. If Shipper elects to extend the Replacement FTSA No. 2 Primary Term as provided in this paragraph, then Shipper shall have “an agreement with an effective date on or after March 27, 2000 for service for twelve consecutive months or more at the applicable maximum rate for that service” as provided in Section 4.10(a)(i)(ii) of the General Terms and Conditions of the Tariff and, accordingly and for the avoidance of doubt, Shipper shall thereafter have a Right of First Refusal with respect to this Agreement as provided in Section 4.10 of the General Terms and Conditions of the Tariff, including, subject to the terms, conditions and limitations set forth in Section 4.10 of the General Terms and Conditions of the Tariff, an ongoing right to extend the Service Term.
12. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Energy Invoices
Tel#: 312-395-2846
Email: Energy_Invoices@citadel.com

All Notices:

Citadel Energy Marketing LLC
c/o Citadel Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131
Attn: Legal Department
Tel#: 305-929-6851
Email: CitadelAgreementNotice@citadel.com

To Transporter:

See “Points of Contact” in the Tariff.

Agreement No. 221110-FTPWIC

13. **Effect on Prior Agreement(s):** The Parties acknowledge and agree that (i) this Agreement is being executed concurrently with the WIC to Overthrust Agreement and that certain Firm Transportation Service Agreement (Agreement No. 221109-FTWIC) dated August 22, 2024, by and between Shipper and Transporter (the "Piceance to OVT Agreement"), (ii) the transactions and agreements contemplated herein and therein constitute a series of related transactions and agreements by and between the Parties, (iii) as of the Service Start Date, this Agreement and the Piceance to OVT Agreement will replace and supersede that certain Firm Transportation Service Agreement (Agreement No. 218314-FTWIC) dated October 26, 2022 (the "Original Agreement") in its entirety, and (iv) from and after the Service Start Date, the Original Agreement shall be of no further force or effect, except for those provisions that expressly or by their nature survive the termination thereof. Accordingly, the Parties agree that if the WIC to Overthrust Agreement is terminated by either Party before the Service Start Date, then this Agreement shall automatically terminate and the Original Agreement shall remain in full force and effect in accordance with its terms as if this Agreement had not been executed. For clarity, prior to the earlier of (a) the termination of this Agreement as provided herein and (b) the Service Start Date, the Original Agreement shall remain in full force and effect, and Shipper shall continue to have the right to transport gas thereunder, until the earlier of (x) the termination or expiration of the Original Agreement in accordance with its terms and (y) the Service Start Date, as the case may be.
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

Transporter:

Shipper:

WYOMING INTERSTATE COMPANY, L.L.C.

CITADEL ENERGY MARKETING LLC

Accepted and agreed to this _____ day
of _____, 2024.

Accepted and agreed to this _____ day
of _____, 2024.

Agreement No. 221110-FTWIC

EXHIBIT A

To

**FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT**

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

CITADEL ENERGY MARKETING LLC

(Shipper)

DATED: August 22, 2024

Shipper's Maximum Delivery Quantity ("MDQ"): (See ¶9.)

<i>Primary Point(s) of Receipt (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)</i>	<i>Maximum Receipt Pressure (p.s.i.g.)(4)</i>
896062 (RBL) RIO BLANCO	Initial Period (5)	190,000	1,280
896062 (RBL) RIO BLANCO	Following the Initial Period (5) until the end of the Service Term (See ¶11)	10,000	1,280

<i>Primary Point(s) of Delivery (1)</i>	<i>Effective Dates</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day) (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.)(4)</i>
800561 (PJT) PICEANCE JUNCTION SWE	Initial Period (5)	190,000	1,000
800561 (PJT) PICEANCE JUNCTION SWE	Following the Initial Period (5) until the end of the Service Term (See ¶11)	10,000	1,000

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.

Ex. A-1

EXHIBIT A CONT'D

Notes: (Cont'd)

- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.
- (5) The term "Initial Period" means the period beginning on the Service Start Date (See ¶10) and ending on the day immediately preceding the 10th anniversary of the Service Start Date. For example, if the Service Start Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

Ex. A-2

Agreement No. 221110-FTPWIC

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
Between

WYOMING INTERSTATE COMPANY, L.L.C.
and
CITADEL ENERGY MARKETING LLC
(Shipper)

DATED: August 22, 2024

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
As Listed on Exhibit A	As Listed on Exhibit A	Initial Period (5)	(1a)	(1)	(1)	(2)	(3)
As Listed on Exhibit A	As Listed on Exhibit A	Following the Initial Period (5) until the end of the Replacement FTSA No. 2 Primary Term (See ¶10)	(1b)	(1)	(1)	(2)	(3)
As Listed on Exhibit A	As Listed on Exhibit A	Replacement FTSA No. 2 Renewal Term (See ¶11)	(1)	(1)	(1)	(2)	(3)

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
800561 (PJT) PICEANCE JUNCTION 800709 (SWT) SWEETWATER 800722 (TPL) TRAPPERS LAKE 800844 (BHP) PICEANCE BASIN 896061 (YLJ) YELLOW JACKET PASS 896062 (RBL) RIO BLANCO	800561 (PJT) PICEANCE JUNCTION 800709 (SWT) SWEETWATER 800722 (TPL) TRAPPERS LAKE 800844 (BHP) PICEANCE BASIN 896061 (YLJ) YELLOW JACKET PASS 896062 (RBL) RIO BLANCO	Initial Period (5)	(1a)	(1)	(1)	(2)	(3)

Agreement No. 221110-FTPWIC

Exhibit B CONT'D

<i>Primary and Secondary Point(s) of Receipt</i>	<i>Primary and Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1) (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rates</i>	<i>FL&U Percentage (4)</i>	<i>Surcharges</i>
800561 (PJT) PICEANCE JUNCTION 800709 (SWT) SWEETWATER 800722 (TPL) TRAPPERS LAKE 800844 (BHP) PICEANCE BASIN 896061 (YLJ) YELLOW JACKET PASS 896062 (RBL) RIO BLANCO	800561 (PJT) PICEANCE JUNCTION 800709 (SWT) SWEETWATER 800722 (TPL) TRAPPERS LAKE 800844 (BHP) PICEANCE BASIN 896061 (YLJ) YELLOW JACKET PASS 896062 (RBL) RIO BLANCO	Following the Initial Period (5) until the end of the Replacement FTSA No. 2 Primary Term (See ¶10)	(1b)	(1)	(1)	(2)	(3)
Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed in the table immediately above in this Exhibit B with a Primary or Secondary Delivery Point listed in the table immediately above in this Exhibit B.		Replacement FTSA No. 2 Primary Term (See ¶10)	(1)	(1)	(1)	(2)	(3)
All	All	Replacement FTSA No. 2 Renewal Term (See ¶11)	(1)	(1)	(1)	(2)	(3)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$1.5930 per Dth per month, which shall be payable regardless of quantities transported.
- (1b) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the Parties agree to the following negotiated rate(s): \$4.2918 per Dth per month, which shall be payable regardless of quantities transported.
- (2) Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.
- (4) Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.
- (5) The term "Initial Period" means the period beginning on the Service Start Date (See ¶10) and ending on the day immediately preceding the 10th anniversary of the Service Start Date. For example, if the Service Start Date is May 1, 2025, then the Initial Period will be the period beginning on May 1, 2025 and ending on April 30, 2035.

Ex. B-2