

March 31, 2026

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. RP26-

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 Appendix A. Proposed with an effective date of May 1, 2026, the tariff records update WIC's FERC Gas Tariff, Third Revised Volume No. 2 ("Tariff") to include two new negotiated rate, non-conforming Rate Schedule FT transportation service agreements.

Reason for Filing

In June of 2023, WIC conducted an open season for firm capacity from certain receipt points located on Northern Border Pipeline Company's system ("NBPL") to the Thunder Chief Delivery Point located on WIC's system. This open season specified elements of a future project referred to therein as the Bakken xPress Project, which was subsequently submitted to the Commission for review in Docket No. CP23-545-000 ("Project").¹ At the conclusion of the open season, Hess Trading Corporation ("Hess") and ONEOK Rockies Midstream, L.L.C. ("ONEOK") (collectively referred to herein as the "Bakken Shippers") were awarded capacity, as reflected in the attached agreements ("Bakken TSAs" or "TSAs").²

The Bakken TSAs are subject to negotiated rates and include non-conforming

¹ On September 18, 2023, WIC filed an abbreviated application in Docket No. CP23-545-000 pursuant to Section 7(c) of the Natural Gas Act ("NGA"), and Part 157 of the Commission's Regulations seeking authorization to, among other things, lease natural gas transportation capacity ("Bakken xPress Leased Capacity") from Northern Border Pipeline Company, Bison Pipeline, LLC and Fort Union Gas Gathering, L.L.C. to provide transportation service to shippers under the terms of its Tariff. See *Wyoming Interstate Company, L.L.C.*, 189 FERC ¶ 61,047 (2024).

² See Appendix C for the executed Bakken TSAs. As of the date of this instant filing, agreement numbers have not been assigned to these TSAs and, as such, the agreements reflect a placeholder contract number of "TBD". However, agreement numbers will be assigned prior to the effectiveness of the Bakken TSAs and WIC will file to update its Tariff at a later date.

provisions that deviate from WIC's Rate Schedule FT Form of Service Agreement ("Pro Forma"). Therefore, in accordance with Section 154.112(b) of the Commission's regulations³ and the Commission's policy statement regarding negotiated rates,⁴ WIC is submitting the Bakken TSAs and related tariff records for the Commission's review and acceptance.

Description of the Bakken TSAs

The Bakken TSAs contain non-conforming provisions that address certain requirements associated with providing transportation service under the capacity acquired through lease arrangements for the Project. Further, among other things, the agreements include provisions addressing delayed in-service, creditworthiness, nonpayment, partial month rates, foundation and anchor shipper expansion rights, and most favored nations provisions. The non-conforming provisions described below support the development of the Project and provide Bakken Shippers the contractual terms warranted to support a binding commitment to the Project. These provisions do not affect the quality of service received by any other WIC shipper nor are such provisions unduly discriminatory. As such, WIC respectfully requests that the Commission accept these non-conforming provisions as well as the negotiated rates applicable to the TSAs.

Non-Conforming Provisions

Incorporation by Reference

Paragraph 3 of the Pro Forma references the current Tariff and states that the provisions contained within the Tariff are incorporated in the agreement. Additionally, the Pro Forma notes that terms that are capitalized and not otherwise defined in the agreement have the meanings given to them in the Tariff.

Paragraph 3 of the Bakken TSAs includes a provision in addition to those noted above stating that the capitalized terms not otherwise defined in the transportation precedent agreements entered into in April 2023 ("TPA") have the meanings set forth in the Tariff. Though this provision is non-conforming, it merely provides clarity on the terms within the Bakken TSAs. As such, WIC is requesting the Commission accept these provisions as permissible.

³ 18 C.F.R. §§ 154.112(b) (2025).

⁴ *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").

Transportation Service - Leased Capacity

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 certain conditions must be met in order for WIC 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 these conditions.

Paragraph 5 of the Bakken TSAs includes modifications to allow for the use of leased capacity to provide transportation service to the shippers, as contemplated in the TSAs. Since the use of such capacity is not accommodated by WIC's Pro Forma, the parties agreed to the inclusion of the clarifying reference.⁵ Given that these modifications simply acknowledge the related capacity arrangements and do not grant undue preference to the Bakken Shippers, WIC respectfully requests the Commission accept these modified provisions as permissible.

Maximum Receipt Quantity

Paragraph 9 of the Pro Forma provides a fill-in-the-blank for the maximum delivery quantity ("MDQ") applicable to the agreement. The Bakken TSAs modify the title of this fill-in-the-blank paragraph to note that a maximum receipt quantity ("MRQ") (instead of an MDQ) applies in the case of these agreements. Related changes are shown on the exhibits of each Bakken TSA. The MRQ is the maximum quantity of gas transported utilizing the Bakken xPress leased capacity, which WIC receives from the shipper.⁶ Given the incorporation of the MRQ concept as well as the relationship with fuel and lost and unaccounted for charges, WIC and the parties agreed to modify the footnotes applicable to fuel along with certain data elements in the exhibits of the Bakken TSAs to clarify the calculations and the applicability of such charges. Due to the nature of the Project involving leased capacity in order to provide deliveries to Thunder Chief, the shift to an MRQ instead of an MDQ as well as the clarifications on fuel and surcharges are appropriate and do not afford the Bakken Shippers any additional rights or undue preference. Accordingly, WIC is requesting the Commission accept these modifications as permissible.

⁵ The leased capacity arrangements were previously submitted to and reviewed by the Commission. See *Wyoming Interstate Company, L.L.C* 189 FERC ¶ 61,047 (2024).

⁶ WIC submitted a filing to implement tariff records supporting the Project, including the definition of MRQ and a revised Form of Service Agreement including the option of an MRQ, on March 31, 2026 in Docket No. RP26-714-000 ("Implementation Filing"). As the Implementation Filing is pending before the Commission, WIC is describing this modification as non-conforming against its current Pro Forma. Upon acceptance of the Implementation Filing, this modification will no longer be non-conforming.

Term of Firm Transportation Service

Paragraph 10 of WIC's Pro Forma includes a fill-in-the-blank for the term of service as well as information regarding extension rights, related termination provisions and a contractual right-of-first-refusal ("ROFR").

WIC and the Bakken Shippers agreed to certain extension and ROFR rights for the subject TSAs. Paragraph 10 of each TSA includes a contractual ROFR and notes that the ROFR is contingent upon WIC renewing the Bakken xPress leased capacity for a term equal to the requested ROFR term. With regard to extension rights, each Bakken Shipper has a certain amount of time prior to the end of the term of the agreement to extend such agreement. WIC will submit a request for an associated extension to the lessors of the Bakken xPress leased capacity. If the lessors do not notify WIC in writing that they agree to the proposed extension within 30 days following receipt of WIC's notice, the request will be deemed denied and the subject TSA will terminate accordingly. Additionally, the ONEOK TSA includes a termination right for the TSA and related TPA in the event the Project in-service date has not occurred by March 1, 2028.

Further, paragraph 16 of the Hess TSA along with paragraph 10 of the ONEOK TSA provide the respective shipper with the opportunity to reduce the term of the underlying agreement in the event the in-service date is delayed beyond a certain date set forth in the TSA. Though these term of service provisions may align with the intent of the Pro Forma, in light of the association with the leased capacity and the necessary notification involved with these rights, WIC has identified them as non-conforming. These provisions are not unduly discriminatory and do not grant undue preference to the Bakken Shippers. As such, WIC respectfully requests the Commission accept these non-conforming provisions

Creditworthiness

Paragraph 13 of the Bakken TSAs includes creditworthiness requirements necessary based on the acquisition of the leased capacity and to ensure adequate financial backing during the term of the TSAs. The provisions state that each shipper must demonstrate, and maintain throughout the term of their agreement, satisfaction of creditworthiness.⁷

ONEOK Provisions

Under the ONEOK TSA, the shipper is required to provide a guaranty from an entity determined by WIC, in its reasonable discretion, to be creditworthy, and in a form acceptable to WIC. The required guaranty amount shall be adjusted on the dates set

⁷ The Hess TSA required a guaranty upon execution of the agreement. The ONEOK TSA required a guaranty prior to the execution of the agreement.

forth in the TSA (and as shown below). Each adjustment shall reflect one year of demand charges at the negotiated reservation rate specified in Exhibit B of the TSA, plus the shipper's proportionate share of development costs, plus ten percent, provided that the amount shall not exceed the applicable cap listed for each date. ONEOK's proportionate share is based on the ratio of its MRQ to the total Project Capacity awarded.

<u>Date of Guaranty Amendment</u>	<u>Guaranty Amount</u>
October 2, 2023	\$57,390,000
April 1, 2024	\$62,083,333
October 1, 2024	\$69,416,667
April 1, 2025	\$120,016,667
October 1, 2025	\$186,016,667
Earlier of In-Service or March 1, 2026	\$226,350,000

Beginning on the fifth anniversary of the in-service date, and on each anniversary thereafter, the guaranty amount shall be reduced, subject to the shipper's continued compliance with the agreement, by an amount equal to twelve months of demand charges, until reaching a minimum level equal to three months of demand charges at the negotiated reservation rate. WIC may review the creditworthiness of ONEOK or its guarantor at any time. Upon request, ONEOK shall promptly provide all financial or related information reasonably required to support such review.

If WIC determines that ONEOK or its guarantor no longer satisfies the creditworthiness standard, ONEOK shall provide alternate credit support within five business days of written notice. Failure to provide or maintain alternate credit support will not relieve ONEOK or its guarantor of any obligations under the agreement and will not limit WIC's rights or remedies. Alternate credit support shall be in an amount equal to twelve months of payments under the TSA and may consist of: (i) an irrevocable standby letter of credit issued by a financial institution acceptable to WIC; or (ii) other mutually agreed financial assurance. If ONEOK fails to provide the required alternate credit support within five business days, WIC may immediately suspend performance under the TSA.

In assessing creditworthiness, WIC may consider: credit ratings issued by recognized agencies; financial statements and associated analyses; bankruptcy status or related proceedings; pending litigation or judgments that may affect solvency; and any other information relevant to ONEOK's current or future financial capacity to perform under the TSA.

Hess Provisions

Under the Hess TSA, the shipper is required to maintain a guaranty, in a form acceptable to WIC, securing the shipper's payment obligations under the TSA. The guaranty must be issued by an entity determined by WIC, in accordance with the Minimum Credit Rating Standard defined in the TSA, to be creditworthy. WIC may

review the creditworthiness of the shipper or its guarantor at any time. Upon request, the shipper will promptly provide all information reasonably required for WIC to assess ongoing creditworthiness. If WIC determines that the shipper or its guarantor no longer satisfies the creditworthiness standard set forth in the TSA, the shipper will provide the required alternate credit support within five business days of written notice. Failure to provide or maintain alternate credit support shall not relieve the shipper of its obligations under the TPA or the TSA, shall not relieve guarantor of its obligations under the guaranty, and shall not limit WIC's rights to seek damages or performance under the TPA, the TSA, or the guaranty.

Alternate credit support must equal twelve months of payments due under the TSA and may consist of: (i) an irrevocable standby letter of credit, issued by a financial institution acceptable to WIC and in a form acceptable to WIC; (ii) a cash security deposit acceptable to WIC; or (iii) another form of financial assurance mutually agreed upon by the parties. If alternate credit support is required, the shipper shall provide it upon demand. Should the shipper fail to provide the required alternate credit support within five business days of written demand, WIC may, in addition to any other rights or remedies available at law or in equity, immediately suspend performance under the TSA.

If the shipper does not meet the Minimum Credit Rating Standard set forth in the TSA, WIC may evaluate creditworthiness based on: (i) opinions, outlooks, watch alerts, and rating actions issued by S&P, Moody's, or other recognized credit reporting agencies; (ii) financial statements and related analyses, including liquidity, leverage, coverage ratios, capital structure, and profitability; (iii) the existence of bankruptcy proceedings, liquidation actions, debt-reduction processes, or other insolvency-related matters, provided WIC may consider a debtor-in-possession under Chapter 11 if payment obligations are assured as an administrative expense by court order; (iv) any lawsuits or judgments that may materially affect solvency; and (v) any additional relevant information, including information provided by the shipper, bearing on the shipper's ability to satisfy its obligations for the duration of the TSA.

These creditworthiness provisions contained in the Bakken TSAs are necessary to provide WIC a degree of protection given that WIC acquired leased capacity in order to provide the requested service. Further, the need for additional credit requirements was included in the Bakken xPress open season. Although this language is non-conforming, the provisions are not unduly discriminatory and will not harm other shippers.⁸ WIC respectfully requests the Commission accept these non-conforming provisions.

⁸ The Commission previously accepted credit requirements in the context of lease arrangements. See *Wyoming Interstate Company, L.L.C.*, Docket No. RP23-1111-000 (Oct.18, 2023) (unpublished letter order) and *Wyoming Interstate Company, Ltd.*, Docket No. RP10-405-000 (Mar. 23, 2010) (unpublished letter order).

Nonpayment

WIC's Tariff provides that a shipper must remit payment within ten days of receipt of an invoice for the preceding month and further provides for the assessment of late charges if shipper fails to pay timely.⁹ Additionally, the provision permits WIC to suspend transportation service until such amounts are paid.

Paragraph 14 of the Bakken TSAs states that if the shipper fails to pay WIC by the due date, then WIC will provide the shipper with a thirty-day notice of suspension or termination of service. Such suspension or termination will occur only in situations where other attempts to obtain payment for past due accounts have failed, where the shipper has filed for bankruptcy or where the shipper has provided alternate credit support. If after 30 days of the notice of suspension or termination the shipper has not paid its invoice in full, then WIC may give notice to the shipper and the Commission that if full payment is not received within fifteen days WIC will terminate the TSA. Although this language is non-conforming, WIC believes this provision is not unduly discriminatory and will not harm other shippers. Therefore, WIC respectfully requests the Commission accept these non-conforming provisions.

Partial Month Rates

Given that the Bakken TSAs are dependent upon an in-service date, a new paragraph 15 has been added to the TSAs to acknowledge that the in-service date may occur on a day other than the first day of a month and thereby impact the payment requirements of the Bakken Shippers. In consideration, a clarifying provision has been included in each TSA to state that the shipper will pay WIC a prorated share of its applicable reservation charges for that partial month of service. Additionally, a sentence addressing WIC's effort to keep the Bakken Shippers informed of the in-service date has also been included in that provision. Though this language is non-conforming, it merely clarifies the payment obligations of the shippers and is not unduly discriminatory.

Foundation and Anchor Shipper Expansion Rights

The open season for the Project identified certain requirements whereby a shipper could qualify as a foundation or anchor shipper.¹⁰ The Bakken TSAs include a provision that grants anchor shippers and foundation shippers priority rights with respect to certain future system expansions.¹¹ Specifically, if WIC develops expansion

⁹ See Part IV: General Terms and Conditions, Section 12.

¹⁰ As specified in the Bakken TSAs, a shipper shall be deemed a foundation shipper by submitting a qualifying bid in the open season with (i) a transportation contract for more than 125,000 Dth per day and (ii) a term of ten years. Further, a shipper shall be deemed an anchor shipper by submitting a qualifying bid in the open season with (i) a transportation contract demand between 50,000 Dth per day and 125,000 Dth per day and (ii) a term of ten years.

¹¹ See Paragraph 17 of the Hess TSA and paragraph 16 of the ONEOK TSA.

capacity substantially similar to that offered with the Project and placed into service within ten years of the in-service date of the Bakken TSAs, and if the rates for such expansion capacity are lower due to the initial commitments supporting the Project, WIC must first make this expansion capacity available through an open season limited to anchor shippers and foundation shippers. Any unsubscribed capacity remaining afterwards may then be offered to other interested parties. Paragraph 17 of the Hess TSA and paragraph 16 of the ONEOK TSA detail the foundation and anchor shipper benefits related to future qualifying expansions. WIC has negotiated these provisions in recognition of the substantial business risks the Bakken Shippers have undertaken as supporters of the Project. WIC respectfully requests the Commission accept these non-conforming provisions as permissible.

Most Favored Nations

Paragraph 17 of the ONEOK TSA provides that if, on or before the in-service date or for a period of ten years thereafter, WIC is or becomes a party to any discounted or negotiated rate TPA or an agreement for firm transportation of natural gas providing service with any third party related to the Bakken xPress leased capacity, and pursuant to such agreement, WIC agrees to provide the third party a discounted or negotiated reservation rate that is lower than ONEOK's negotiated reservation rate reflected in Exhibit B of its TSA, then WIC will offer the same lower reservation rate to ONEOK to be effective on a prospective basis only and for the remaining term of its TSA. The provision further provides that any expansion capacity offered to a third party at a negotiated or discounted rate that is more favorable, will be treated in a similar manner. WIC shall offer the lower reservation rate by notifying ONEOK within thirty days of WIC's and the third-party shipper's execution of its TSA. Within thirty days of receipt of that notice, ONEOK will notify WIC whether it wishes to amend its TSA to include the lower reservation rate. Inclusion of this provision recognizes the business risk undertaken by ONEOK in supporting the Project.

Elimination of Non-Conforming Provisions

Paragraph 19 of the Bakken TSAs simply provides that upon the satisfaction or waiver of any condition precedent within the agreement or the completion of an action which causes provisions of the agreement to be no longer relevant, WIC and the shipper will execute an amendment to the TSA with each of such conditions and/or provisions omitted, but with all other terms of the agreement unchanged. This provision is not unduly discriminatory and will not harm other shippers. As such, WIC respectfully requests the Commission accept these non-conforming provisions as permissible.

Negotiated Rates

GT&C Section 4.15 of the Tariff allows WIC and a shipper to agree to a service rate that varies from the minimum-to-maximum range provided in the Tariff's Statement of Rates. Pursuant to that provision, WIC and the Bakken Shippers agreed

to fixed negotiated reservation rates of \$22.8125 per Dth per month for the TSAs submitted herewith.¹² As reflected on Exhibit B of the agreements, this negotiated rate applies to transactions between the primary points of receipt and delivery as well as certain secondary points of receipt and delivery for the term of the TSAs.

Tariff Provisions

WIC is submitting the following tariff records pursuant to Subpart C of Part 154 of the Commission's regulations.¹³

Part I: Overview, Section 1 – Table of Contents¹⁴ and the index page for Part VII include the Bakken TSAs on the list of non-conforming agreements reflected in the Tariff.

Part VII: Non-Conforming, Sections 9.0 through 9.2 reflect the inclusion of the Hess TSA.

Part VII: Non-Conforming, Sections 10.0 through 10.2 reflect the inclusion of the ONEOK TSA.

Procedural Matters

In accordance with the applicable provisions of the Commission's regulations, 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, a marked version of the TSAs reflecting changes from the currently effective Pro Forma;
- d) Appendix C, executed copies of the aforementioned 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 issue an order to permit them to become effective on May 1, 2026, which is not less than thirty days nor more than sixty days following the submission of this filing. With respect to any tariff record the Commission allows to go in to effect without

¹² For ease of comprehension, WIC and the Bakken Shippers agreed to a slight modification of the Pro Forma negotiated rate language shown in Footnote (1a) of Exhibit B of each TSA. See Appendix B for the marked changes against the Pro Forma.

¹³ 18 C.F.R. §§ 154.201 – 154.210 (2025) (Subpart C).

¹⁴ This tariff record remains pending before the Commission in Docket No. RP26-714-000. The changes proposed in that proceeding consisted of updating the Tariff table of contents to reflect the implementation of the Project. Those changes are incorporated in the proposed tariff record. Should the Commission not accept the tariff modifications proposed in the aforementioned proceeding, WIC will file to modify the subject tariff record accordingly.

change, WIC hereby moves to place the tendered tariff record 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
Managing 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.

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.

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 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, CO as of this 31st day of March 2026.

/s/

Shelly L. Busby

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

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

Third Revised Volume No. 2

Part I: Overview

Section 1 Table of Contents Version 36.0.0

Part VII: Non-Conforming Agreement

Index			Version 26.0.0
Section 3	Hess Trading Corporation	#TBD	Version 6.0.0
Section 3.1	Hess Trading Corporation	#TBD Exh A	Version 6.0.0
Section 3.2	Hess Trading Corporation	#TBD Exh B	Version 6.0.0
Section 3	Oneok Rockies Midstream, L.L.C.	#TBD	Version 2.0.0
Section 3.1	Oneok Rockies Midstream, L.L.C.	#TBD Exh A	Version 2.0.0
Section 3.2	Oneok Rockies Midstream, L.L.C.	#TBD Exh B	Version 2.0.0

Appendix B

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

HESS TRADING CORPORATION
(Shipper)

DATED: August 1, 2023

Transportation Service Agreement
Rate Schedule FT

DATED: August 1, 2023

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
 2. **Shipper: HESS TRADING CORPORATION**
 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. This Agreement in all respects, including Transporter's obligations under this Agreement, shall be subject to and shall incorporate as if set forth herein the provisions of the Transportation Precedent Agreement ("TPA"). Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff, or, as applicable, the TPA, entered into on April 19, 2023.
 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.
- The parties recognize that Transporter must ~~construct additional facilities~~ lease capacity in order to provide Transportation Service for Shipper under this Agreement. ~~Transporter's obligations under this Agreement are subject to:-~~
- ~~(i) the receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.~~
 - ~~(ii) 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) _____.~~
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~~Receipt Quantity ("MDQMRQ"):**

MDQMRQ

(Dth/Day)	Effective
100,000	The In-Service Date (“ISD”) of the leased capacity which occurs on the first day of the month following the completion of all facilities required to create a seamless path through the designated receipt points to the Thunder Chief Delivery point through Ten (10) years following the ISD

10. **Term of Firm Transportation Service:** Beginning: The ISD of the leased capacity, anticipated to be March 1, 2026
Ending: Ten (10) years following the ISD (“Initial Term”)

Extension Right: Shipper may request to extend the term of this Agreement by advance written notice to Transporter no less than nineteen (19) months prior to the last day of the Initial Term (as defined above in this Section 10) or any extension period, which notice shall include the proposed term of the extension. Transporter shall submit the request to Lessors. If Lessors both do not notify Transporter in writing that they agree to the proposed extension within thirty (30) days following the date of receipt of Transporter’s written notice to Lessors, the request shall be deemed denied and the Lease and this Agreement shall terminate in accordance with the Initial Term or any extension period.

Contractual Right-of-First-Refusal (ROFR): Irrespective of Shipper’s negotiated rate, Shipper has a contractual ROFR in accordance with Section 4.10 of the General Terms and Conditions of Transporter’s Tariff. Shipper’s ROFR is contingent upon Transporter renewing the Bakken Leases for a term equal to the requested ROFR term.

11. Notices, Statements, and Bills:

To Shipper:

Invoices:

HESS TRADING CORPORATION
1501 McKinney Street
Houston, Texas 77010
gasplants_houston@hess.com
Attn: Hess Accounting

All Notices:

HESS TRADING CORPORATION
1501 McKinney Street
Houston, Texas 77010
fyoung@hess.com
Attn: Fred Young

To Transporter:

See "Points of Contact" in this Tariff.

12. **Effect on Prior Agreement(s):** N/A.
13. **Creditworthiness.** Continuing through the term of this Agreement, Shipper shall provide a guaranty, in a form acceptable to Transporter, of Shipper’s payment obligations pursuant to this Agreement, from an entity deemed creditworthy by Transporter in accordance with the Minimum Credit Rating Standard (defined below) (“Guarantor”).

Transporter shall have the right to review the creditworthiness of Shipper, or its Guarantor, in accordance with this section, on an ongoing basis and, upon Transporter’s request, Shipper shall promptly provide information in order for Transporter to determine the continuing creditworthiness of Shipper or its Guarantor. In the event Transporter determines that Shipper or its Guarantor, no longer

meet the creditworthiness standard described in this section, Shipper shall provide the required Alternate Credit Support (defined below) within five (5) business days of written demand from Transporter. The Parties agree that the failure of Shipper to provide or maintain Alternate Credit Support shall not (i) relieve Shipper of its other obligations under the TPA or this Agreement, (ii) relieve Guarantor of its other obligations under the guaranty, or (iii) prejudice Transporter's right to seek damages or performance under the TPA, this Agreement, or the guaranty.

Alternate Credit Support shall include one of the following collateral options for an amount equal to Shipper's payments for twelve (12) months under this Agreement (each defined as "Alternate Credit Support"):

- (i) an irrevocable standby letter of credit, in a form acceptable to Transporter, and issued by a bank or financial institution deemed acceptable by Transporter in its sole discretion; or
- (ii) a cash security deposit acceptable to Transporter; or
- (iii) Any other financial assurance mutually agreed upon by Transporter and Shipper.

If Alternate Credit Support is required to satisfy creditworthiness, such Alternate Credit Support shall be provided by Shipper upon demand by Transporter. If after the Effective Date, Shipper fails to provide required Alternate Credit Support within five (5) business days of written demand from Transporter, then in addition to any and all other remedies otherwise available to Transporter at law or in equity, Transporter may immediately suspend performance under this Agreement.

The "Minimum Credit Rating Standards" means unenhanced senior unsecured debt securities are rated BBB- or better by S&P Global Market Intelligence LLC ("S&P") or Baa3 or better by Moody's Investors Service, Inc. ("Moody's). In the event Shipper is rated by both S&P and Moody's, the lower rating applies. Nothing herein shall limit Transporter's ability to evaluate any of the factors whereby the Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper.

If Shipper does not meet the Minimum Credit Rating Standard, then Transporter shall evaluate creditworthiness based upon any or all of the following information:

- (i) S&P, Moody's and other credit reporting agencies' opinions, outlooks, watch alerts, and rating actions.
- (ii) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.
- (iii) Whether Shipper is operating under any chapter of the United States Bankruptcy Code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy against Shipper. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is assured that the payments under this Agreement will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if Shipper is continuing and continues in the future to make payments.
- (iv) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.
- (v) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of this Agreement.

14. **Nonpayment.** If Shipper fails to pay in full the undisputed amount of any invoice rendered by Transporter by the payment due date, Transporter will provide Shipper with a thirty (30) Day notice of suspension or termination of service. Such suspension or termination of service for nonpayment will occur only in situations where other attempts to obtain payment for past due accounts from Shipper have failed, where Shipper has filed for bankruptcy, or where Shipper has failed to provide an Alternate Credit Support as described in paragraph 13. If after the thirty (30) Day notice of service suspension or termination, Shipper has not paid in full the invoice amount due, Transporter may then give notice to Shipper and the FERC that if full payment of the invoice amount due is not received within 15 Days, Transporter will terminate this Agreement.
15. **Partial Month Rates:** (following ISD, as defined above) In the event, Transporter is authorized to place the leased capacity into service on any date other than the first Day of a Month, then Shipper and Transporter may mutually agree to commence service under the Agreement on a day other than the first day of the month. If the In-Service Date is any date other than the first day of a month, then Shipper shall pay Transporter a prorated share of the negotiated rates described in Exhibit B based on the number of Days in the Month on and after the date that follows the In-Service Date divided by the total number of Days in the Month. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.
16. **Delayed In-Service Date:** If Transporter fails to place the Project into service by March 1, 2027, Shipper shall have the right to reduce the Term of the Agreement by an amount equal to the number of months the In-Service Date was delayed beyond March 1, 2027. However, this date shall be extended on a day-for-day basis equal to the number of days of any applicable force majeure event as defined by Lessor's tariff, or as otherwise defined in the Bakken Leases, not to be greater than thirty (30) calendar days.

The number of months shall be the total number of months beginning March 1, 2027, up to the month of the In-Service Date (if the ISD is on a date other than the first of the month it shall count as a whole month for purposes of determining the number of months).

17. **Foundation and Anchor Shipper Expansion Rights:** Transporter reserves the right to pursue future system expansions that create capacity that (i) is substantially similar in length and geographic area to the Project Capacity; (ii) is created in part through Transporter's lease of capacity on Northern Border Pipeline Company ("NBPL"), Bison Pipeline LLC ("Bison") and Fort Union Gas Gathering, L.L.C. ("FUGG"); (iii) provides a transportation point(s) from NBPL's Bakken receipts to the Cheyenne Hub utilizing capacity on NBPL, Bison and FUGG"; and (iv) is scheduled to be made available to shippers for service commencing within ten (10) years of the In-Service Date of this Project Capacity ("Expansion Capacity")

In the event the Expansion Capacity rates are lower than the Agreements that initial Anchor Shippers and Foundation Shippers¹ have entered into for the Project, then Transporter will first offer the Expansion Capacity in an open season that is limited to Anchor Shippers and Foundation Shippers ("Expansion Open Season"). Anchor and Foundation Shippers will be eligible to participate in the Expansion Open Season in proportion to their commitments to this Project. For example, in the event an Anchor Shipper subscribed to twenty percent of the capacity in this Project, then the Anchor Shipper will be eligible to bid up to twenty percent of the capacity available in the Expansion Open Season. If Anchor Shippers and Foundation Shippers do not contract for all of the Expansion Capacity in the Expansion Open Season, Transporter shall offer the remaining Expansion Capacity to all other interested parties in a subsequent open season. For avoidance of doubt, only capacity that qualifies as Expansion Capacity (as defined herein) and meets the requirements of this Section will be offered to Anchor Shippers and Foundation Shippers before other interested parties. Further, in the event Expansion Capacity is awarded, Shipper shall be eligible for a rate reduction, regardless of Shipper's participation in the Expansion Open Season, subject to the following conditions: (1) Shipper still qualifies as an Anchor or Foundation Shipper on this Project; (2) the in-service date of any

¹ Foundation Shipper: Shipper shall be deemed a foundation shipper for the Project Capacity by submitting a qualifying bid in the open season with (i) a transportation contract for more than 125,000 Dth per day and (ii) a term of ten years ("Foundation Shippers"). Anchor Shipper: Shipper shall be deemed an anchor shipper for the Project Capacity by submitting a qualifying bid in the open season with (i) a transportation contract demand between 50,000 Dth per day and 125,000 Dth per day and (ii) a term of ten years ("Anchor Shippers").

subsequent project that creates Expansion Capacity ("Future Project") occurs within the ten (10) year term of the initial Project FTSA; and (3) the Future Project utilizes the Project Facilities and increases the capacity of the original Project along the same path as the original Project. Transporter shall notify Shipper of such rate(s) ("Rate Notice"). Within thirty (30) days of receipt of the Rate Notice, Shipper will notify Transporter whether Shipper wishes to amend this Agreement, to include such rate. The rate in the Rate Notice shall be equal to or lesser than the rate described in Exhibit B.

- 18. **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.
- 19. **Elimination of Non-Conforming Provisions:** Upon the satisfaction or waiver of any condition precedent to the obligations within this Agreement, which are memorialized in the TPA entered into on April 19, 2023, or the completion of any action which causes provisions of this Agreement to be no longer relevant, Transporter and Shipper shall execute an amendment to this Agreement [or a replacement Agreement] with each of such conditions and/or provisions omitted, but with all other terms of this Agreement unchanged.

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.

HESS TRADING CORPORATION

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2023.

_____ day of _____, 2023.

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
HESS TRADING CORPORATION
(Shipper)

DATED: August 1, 2023

Shipper's Maximum ~~Delivery~~Receipt Quantity ("MDQMRQ"): (See ¶9.)
Effective Dates: (See ¶10)

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)(3)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
TBD NBPL (TBD) ELKHORN CREEK	100,000	The MAOP of Transporter's Facilities at this Point

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
800716 WIC/CPG (TDC) THUNDER CHIEF METER	100,000	920

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~~reduced by an amount equal to Transporter's FL&U Percentage which shall include all Project Capacity 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~~Receipt Quantities at Point(s) of ~~Delivery~~Receipt shall be equal to or less than Shipper's MDQMRQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
HESS TRADING CORPORATION
(Shipper)

DATED: August 1, 2023

<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	(See ¶9)	(1a)	(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>
NBPL SELMIS (TBD) NBPL WATCTY (TBD)	896026 Owl Creek	(See ¶9)	(1a)	(1)	(1)	(2)	(3)
	800104 Bowie						
	800212 Dover						
	54880 Lone Tree						
	800245 Delivery Flying Hawk						
	800184 Curley						
	896002 Dullknife						
	896021 Rockport						
	896018 Little Wolf						
	896084 Sitting Bull						

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): \$22.8125 per Dth per month for the Bakken xPress Reservation Rate not subject to any maximum or minimum reservation rates which Reservation rates 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. Applicable FL&U Percentage(s) shall include third-party fuel charges resulting from the use of the capacity that Transporter may hold on other pipelines, including the Bakken Lease.
- (3) **Surcharges, If Applicable:**

All applicable surcharges; including third-party charges resulting from the use of the capacity that Transporter may hold on other pipelines, including the Bakken Lease, and 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-

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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.

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

ONEOK ROCKIES MIDSTREAM, L.L.C.
(Shipper)

DATED: August 1, 2023

Transportation Service Agreement
Rate Schedule FT

DATED: August 1, 2023

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: ONEOK ROCKIES MIDSTREAM, L.L.C.**
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, ~~or, as applicable, the Transportation Precedent Agreement ("TPA"), entered into on April 18, 2023-~~
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.

The parties recognize that Transporter must ~~construct additional facilities-lease capacity~~ ("Bakken xPress Lease Capacity" as defined in the Tariff) in order to provide Transportation Service for Shipper under this Agreement ("Project"). Transporter's obligations under this Agreement are subject to: the TPA entered into on April 18, 2023.

- (i) ~~the receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.~~
- (ii) ~~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) _____.
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~~Receipt Quantity ("MDQMRQ"):**

MDQMRQ

(Dth/Day)	Effective
200,000	The In-Service Date (or, "ISD") of the leased capacity which occurs upon the completion of all facilities required to create a seamless path through the designated receipt points to the Thunder Chief Delivery point through Ten (10) years following the ISD.

10. **Term of Firm Transportation Service:** Beginning: The ISD of the leased capacity
Ending: Ten (10) years following the ISD

Extension Right: Transporter will agree, upon written request by Shipper at least thirteen (13) Months prior to the end of the term under this Agreement, to extend the term of the Agreement for an additional five (5) Year period for all or a portion of the MRQ set forth in this Agreement at a rate that includes Transporter's Medicine Bow incremental rate, the Bakken Leases rate charged by each individual lessor, and all other applicable rates and charges set forth in this Agreement. Transporter shall submit the request to the lessors of the leased capacity. If the lessors do not notify Transporter in writing that they agree to the proposed extension within thirty (30) Days following the date of receipt of Transporter's written notice to lessors, the request shall be deemed denied, and this Agreement shall terminate.

Contractual Right-of-First-Refusal (ROFR): Shipper has a contractual ROFR in accordance with Section 4.10 of the General Terms and Conditions of Transporter's Tariff. Shipper's ROFR is contingent upon Transporter renewing the Bakken Leases for a term equal to the requested ROFR term.

Delayed In-Service Date: If Transporter or Lessors fail to place the Project into service by September 1, 2027, Shipper shall have the right to reduce the Term of the FTSA by an amount equal to the number of months the In-Service Date of the Project was delayed beyond September 1, 2027. However, this date shall be extended on a day-for-day basis equal to the number of days of any applicable force majeure event as defined by the applicable Lessor's tariff. The number of months shall be the total number of months beginning September 1, 2027, up to the month of the In-Service Date of the Project (if the Project is placed in-service on a date other than the first of the month it shall count as a whole month for purposes of determining the number of months).

Shipper shall have the right to terminate this TPA and the FTSA if the In-Service Date has not occurred by March 1, 2028.

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

To Shipper:

Invoices:

ONEOK ROCKIES MIDSTREAM, L.L.C.
100 W. Fifth Street, Suite 1700
Tulsa, OK 74103
Attn: Brian Cejda
email: NGGPscheduling@oneok.com

All Notices:

ONEOK ROCKIES MIDSTREAM, L.L.C.
100 W. Fifth Street, Suite 1700
Tulsa, OK 74103 Attn: Brian Cejda
email: NGGPscheduling@oneok.com

To Transporter:

See "Points of Contact" in this Tariff.

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

13. **Creditworthiness.** Prior to the execution of this Agreement and continuing through the term of this Agreement, Shipper shall provide a guaranty, from an entity deemed creditworthy by Transporter in its reasonable discretion (“Guarantor”), in a form acceptable to Transporter, in an amount as set forth below:

Upon or before the date reflected in the table below, the guaranty amount will be amended and increased accordingly to include the sum of (a) one (1) year’s-worth of demand charges at the negotiated reservation rate stated in Exhibit B, and (b) Shipper’s proportionate share of Development Costs, plus ten percent (10%); provided, however, that such guaranty amount shall not exceed the applicable guaranty amount for the applicable date of guaranty amendment reflected in the table below. Shipper’s proportionate share has been initially determined by the proportion the Shipper’s MRQ bears to the total capacity awarded in the Open Season (initial “Project Capacity”¹).

<u>Date of Guaranty Amendment</u>	<u>Guaranty Amount</u>
<u>October 2, 2023</u>	<u>\$ 57,390,000</u>
<u>April 1, 2024</u>	<u>\$ 62,083,333</u>
<u>October 1, 2024</u>	<u>\$ 69,416,667</u>
<u>April 1, 2025</u>	<u>\$ 120,016,667</u>
<u>October 1, 2025</u>	<u>\$ 186,016,667</u>
<u>Earlier of In-Service or March 1, 2026</u>	<u>\$ 226,350,000</u>

Upon the fifth anniversary of the In-Service Date and on each annual anniversary thereafter, the guaranty amount, if applicable and provided Shipper is in compliance with this Agreement, shall reduce by twelve (12) Months’ worth of demand charges at the negotiated reservation rate, as reflected in Exhibit B, until reaching the equivalent of three (3) Months’ worth of demand charges at the negotiated reservation rate, as reflected in Exhibit B.

Transporter shall have the right to review the creditworthiness of Shipper, or its Guarantor, in accordance with this paragraph 13, on an ongoing basis and, upon Transporter’s request, Shipper shall promptly provide information in order for Transporter to determine the continuing creditworthiness of Shipper or its Guarantor. In the event Transporter determines, after execution of this Agreement, that Shipper or its Guarantor, no longer meet the creditworthiness standard described in this Section, Shipper shall provide the required Alternate Credit Support (defined below) within five (5) Business Days of written demand from Transporter. The Parties agree that the failure of Shipper to provide or maintain Alternate Credit Support shall not (i) relieve Shipper of its other obligations under this Agreement, (ii) relieve the Guarantor of its other obligations under the guaranty, or (iii) prejudice Transporter’s right to seek damages or performance under this Agreement, or the guaranty.

Alternate Credit Support shall include one of the following collateral options for an amount equal to Shipper’s Agreement payments for twelve (12) Months under the Agreement (each defined as “Alternate Credit Support”):

- (i) an irrevocable standby letter of credit, in a form acceptable to Transporter, and issued by a bank or financial institution deemed acceptable by Transporter in its sole discretion; or
- (ii) Any other financial assurance mutually agreed upon by Transporter and Shipper.

If Alternate Credit Support is required to satisfy creditworthiness, such Alternate Credit Support shall be provided by Shipper upon demand by Transporter. If Shipper fails to provide required Alternate Credit Support within five (5) Business Days of written demand from Transporter, then in addition to any and all other remedies otherwise available to Transporter at law or in equity, Transporter may immediately suspend performance under this Agreement.

Transporter shall evaluate creditworthiness based upon any or all of the following information:

¹ Project Capacity is defined as capacity created by the system modifications that the Lessors undertook and the facilities that the Lessors constructed in order to make available the capacity contemplated by the Bakken xPress Lease Capacity.

- (i) S&P Global Market Intelligence LLC, Moody's Investors Service, Inc. and other credit reporting agencies' ratings, opinions, outlooks, watch alerts, and rating actions.
 - (ii) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.
 - (iii) Whether Shipper is operating under any chapter of the United States Bankruptcy Code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy against Shipper. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is assured that the payments under the Agreement will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if Shipper is continuing and continues in the future to make payments on a court order in effect, and if Shipper is continuing and continues in the future to make payments.
 - (iv) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.
 - (v) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of this Agreement.
14. **Nonpayment.** If Shipper fails to pay in full the undisputed amount of any invoice rendered by Transporter by the payment due date, Transporter will provide Shipper with a thirty (30) Day notice of suspension or termination of service. Such suspension or termination of service for nonpayment will occur only in situations where other attempts to obtain payment for past due accounts from Shipper have failed, where Shipper has filed for bankruptcy, or where Shipper has failed to provide an Alternate Credit Support as described in paragraph 13. If after the thirty (30) Day notice of service suspension or termination, Shipper has not paid in full the invoice amount due, Transporter may then give notice to Shipper and the FERC that if full payment of the invoice amount due is not received within 15 Days, Transporter will terminate this Agreement.
15. **Partial Month Rates:** (following ISD, as defined above) If the date (i) the leased capacity described above is effective and (ii) Transporter is authorized to place the leased capacity into service (the "In-Service Date" or "ISD") occurs on any date other than the first Day of a Month, then Shipper shall pay Transporter a prorated share of the negotiated rates described in Exhibit B based on the number of Days in the Month on and after the date that follows the In-Service Date divided by the total number of Days in the Month. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.
16. **Foundation and Anchor Shipper Expansion Rights.** Transporter reserves the right to pursue future system expansions that create capacity that (i) is substantially similar in length and geographic area to the Project Capacity; (ii) provides up to a total of 430,000 Dth per day of capacity (when combined with this Project Capacity) with transportation point(s) from NBPL's Bakken receipts to the Cheyenne Hub utilizing capacity on Northern Border Pipeline Company ("NBPL"), Bison Pipeline LLC ("Bison") and Fort Union Gas Gathering, L.L.C. ("FUGG"); and (iii) is scheduled to be made available to shippers for service commencing within ten (10) years of the In-Service Date of this Project Capacity ("Expansion Capacity").

In the event the Expansion Capacity rates are lower as a result of the Agreements that initial Anchor Shippers and Foundation Shippers² have entered into for the Project, then Transporter will first offer

² Foundation Shipper: Shipper shall be deemed a foundation shipper for the Project Capacity by submitting a qualifying bid in the open season with (i) a transportation contract for more than 125,000 Dth per day and (ii) a term of 10 years ("Foundation Shippers"). Anchor Shipper: Shipper shall be deemed an anchor shipper for the Project Capacity by submitting a qualifying bid in the open season with (i) a transportation contract demand between 50,000 Dth per day and 125,000 Dth per day and (ii) a term of ten years ("Anchor Shippers").

the Expansion Capacity in an open season that is limited to Anchor Shippers and Foundation Shippers (“Expansion Open Season”). Anchor and Foundation Shippers will be eligible to participate in the Expansion Open Season in proportion to their commitments to this Project. For example, in the event an Anchor Shipper subscribed to twenty percent of the capacity in this Project, then the Anchor Shipper will be eligible to bid up to twenty percent of the capacity available in the Expansion Open Season. If Anchor Shippers and Foundation Shippers do not contract for all of the Expansion Capacity in this first open season, Transporter shall offer the remaining Expansion Capacity to all other interested parties that participated in the first open season, or in a subsequent open season. For avoidance of doubt, only capacity that qualifies as Expansion Capacity (as defined herein) and meets the requirements of this Section will be offered to Anchor Shippers and Foundation Shippers before other interested parties.

- 17. **Most Favored Nations.** If, on or before the In-Service Date or for a period of ten Years thereafter, Transporter is or becomes a party to any discounted or negotiated rate transportation precedent agreement (“TPA”) or an agreement for firm transportation of natural gas providing service (“FTSA”) with any third party related to the Project Capacity, and pursuant to such third party TPA or FTSA, Transporter agrees to provide such third party a discounted or negotiated reservation rate that is more favorable (i.e. lower) to such third party than Shipper’s negotiated reservation rate reflected in Exhibit B, then Transporter shall offer the same lower reservation rate to Shipper to be effective on a prospective basis only and for the remaining term of this Agreement.

Further, regardless of Shipper’s participation in any Expansion Open Season, should Expansion Capacity be awarded to a third party at a discounted or negotiated reservation rate that is more favorable (i.e. lower) to such third party than Shipper’s negotiated reservation rate reflected on Exhibit B, then Transporter shall offer the same lower reservation rate to Shipper to be effective on a prospective basis only and for the remaining term of this Agreement. Transporter shall offer such lower reservation rate by notifying Shipper within thirty (30) Days of Transporter and the third-party shipper’s execution of its FTSA (“Rate Notice”). Within thirty (30) Days of receipt of the Rate Notice, Shipper will notify Transporter whether Shipper wishes to amend this Agreement to include such lower reservation rate.

- 18. **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.

- 19. **Elimination of Non-Conforming Provisions:** Upon the satisfaction or waiver of any condition precedent to the obligations within this Agreement, which are memorialized in the TPA entered into on April 18, 2023, or the completion of any action which causes provisions of this Agreement to be no longer relevant, Transporter and Shipper shall execute an amendment to this Agreement [or a replacement Agreement] with each of such conditions and/or provisions omitted, but with all other terms of this Agreement unchanged.

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.

ONEOK ROCKIES MIDSTREAM, L.L.C.

Accepted and agreed to this

_____ day of _____, 2023.

Accepted and agreed to this

_____ day of _____, 2023.

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
ONEOK ROCKIES MIDSTREAM, L.L.C.
(Shipper)

DATED: August 1, 2023

Shipper's Maximum ~~Delivery~~ Receipt Quantity
("MDQMRQ"): (See ¶9.)
Effective Dates: (See ¶10)

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)(3)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
TBD NBPL (TBD) STATELINE	200,000 (<u>less applicable FL&U</u>)	The MAOP of Transporter's Facilities at this Point
<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
800716 WIC/CPG (TDC) THUNDER CHIEF METER	200,000 (<u>less applicable FL&U</u>)	920

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~~ reduced by an amount equal to Transporter's FL&U Percentage which shall include all Project Capacity 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~~ Receipt Quantities at Point(s) of ~~Delivery~~ Receipt shall be equal to or less than Shipper's MDQMRQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
ONEOK ROCKIES MIDSTREAM, L.L.C.
(Shipper)

DATED: August 1, 2023

<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	(See ¶9)	(1a)	(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>
NBPL STATELINE (TBD)	800716 Thunder Creek						
NBPL STLINETP (TBD)	896026 Owl Creek						
NBPL RAWSON (TBD)	800104 Bowie						
NBPL RAWSONTP (TBD)	800212 Dover						
NBPL KILDER (TBD)	54880 Lone Tree						
NBPL KILDERTP (TBD)	800245 Delivery Flying Hawk	(See ¶9)	(1a)	(1)	(1)	(2)	(3)
NBPL WKIL (TBD)	800184 Curley						
NBPL WKILTP (TBD)	896002 Dullknife						
NBPL SPRCRK (TBD)	896021 Rockport						
NBPL SPRCRKTP (TBD)	896018 Little Wolf						
	896084 Sitting Bull						

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): \$22.8125 per Dth per Month for the Bakken xPress Incremental Reservation Rate not subject to any maximum or minimum reservation rates ~~which~~ Reservation rates 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. Applicable FL&U Percentage(s) shall include third-party fuel charges resulting from the use of the capacity that Transporter may hold on other pipelines, including the Bakken Lease.
- (3) **Surcharges, If Applicable:**

All applicable surcharges, including third-party charges resulting from the use of the capacity that Transporter may hold on other pipelines, including the Bakken Lease, and 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.

Appendix C

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

HESS TRADING CORPORATION
(Shipper)

DATED: August 1, 2023

Transportation Service Agreement
Rate Schedule FT

DATED: August 1, 2023

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: HESS TRADING CORPORATION**
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. This Agreement in all respects, including Transporter's obligations under this Agreement, shall be subject to and shall incorporate as if set forth herein the provisions of the Transportation Precedent Agreement ("TPA"). Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff, or, as applicable, the TPA, entered into on April 19, 2023.
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.

The parties recognize that Transporter must lease capacity in order to provide Transportation Service for Shipper under this Agreement.

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 Receipt Quantity ("MRQ"):**

MRQ (Dth/Day)	Effective
100,000	The In-Service Date ("ISD") of the leased capacity which occurs on the first day of the month following the completion of all facilities required to create a seamless path through the designated receipt points to the Thunder Chief Delivery point through Ten (10) years following the ISD

10. **Term of Firm Transportation Service:** Beginning: The ISD of the leased capacity, anticipated to be March 1, 2026
Ending: Ten (10) years following the ISD ("Initial Term")

Extension Right: Shipper may request to extend the term of this Agreement by advance written notice to Transporter no less than nineteen (19) months prior to the last day of the Initial Term (as defined above in this Section 10) or any extension period, which notice shall include the proposed term of the extension. Transporter shall submit the request to Lessors. If Lessors both do not notify Transporter in writing that they agree to the proposed extension within thirty (30) days following the date of receipt of Transporter's written notice to Lessors, the request shall be deemed denied and the Lease and this Agreement shall terminate in accordance with the Initial Term or any extension period.

Contractual Right-of-First-Refusal (ROFR): Irrespective of Shipper's negotiated rate, Shipper has a contractual ROFR in accordance with Section 4.10 of the General Terms and Conditions of Transporter's Tariff. Shipper's ROFR is contingent upon Transporter renewing the Bakken Leases for a term equal to the requested ROFR term.

11. Notices, Statements, and Bills:

To Shipper:

Invoices:

HESS TRADING CORPORATION
1501 McKinney Street
Houston, Texas 77010
gasplants_houston@hess.com
Attn: Hess Accounting

All Notices:

HESS TRADING CORPORATION
1501 McKinney Street
Houston, Texas 77010
fyoung@hess.com
Attn: Fred Young

To Transporter:

See "Points of Contact" in this Tariff.

12. **Effect on Prior Agreement(s):** N/A.
13. **Creditworthiness.** Continuing through the term of this Agreement, Shipper shall provide a guaranty, in a form acceptable to Transporter, of Shipper's payment obligations pursuant to this Agreement, from an entity deemed creditworthy by Transporter in accordance with the Minimum Credit Rating Standard (defined below) ("Guarantor").

Transporter shall have the right to review the creditworthiness of Shipper, or its Guarantor, in accordance with this section, on an ongoing basis and, upon Transporter's request, Shipper shall promptly provide information in order for Transporter to determine the continuing creditworthiness of Shipper or its Guarantor. In the event Transporter determines that Shipper or its Guarantor, no longer meet the creditworthiness standard described in this section, Shipper shall provide the required Alternate Credit Support (defined below) within five (5) business days of written demand from Transporter. The Parties agree that the failure of Shipper to provide or maintain Alternate Credit Support shall not (i) relieve Shipper of its other obligations under the TPA or this Agreement, (ii) relieve Guarantor of its other obligations under the guaranty, or (iii) prejudice Transporter's right to seek damages or performance under the TPA, this Agreement, or the guaranty.

Alternate Credit Support shall include one of the following collateral options for an amount equal to Shipper's payments for twelve (12) months under this Agreement (each defined as "Alternate Credit Support"):

- (i) an irrevocable standby letter of credit, in a form acceptable to Transporter, and issued by a bank or financial institution deemed acceptable by Transporter in its sole discretion; or
- (ii) a cash security deposit acceptable to Transporter; or
- (iii) Any other financial assurance mutually agreed upon by Transporter and Shipper.

If Alternate Credit Support is required to satisfy creditworthiness, such Alternate Credit Support shall be provided by Shipper upon demand by Transporter. If after the Effective Date, Shipper fails to provide required Alternate Credit Support within five (5) business days of written demand from Transporter, then in addition to any and all other remedies otherwise available to Transporter at law or in equity, Transporter may immediately suspend performance under this Agreement.

The "Minimum Credit Rating Standards" means unenhanced senior unsecured debt securities are rated BBB- or better by S&P Global Market Intelligence LLC ("S&P") or Baa3 or better by Moody's Investors Service, Inc. ("Moody's). In the event Shipper is rated by both S&P and Moody's, the lower rating applies. Nothing herein shall limit Transporter's ability to evaluate any of the factors whereby the Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper.

If Shipper does not meet the Minimum Credit Rating Standard, then Transporter shall evaluate creditworthiness based upon any or all of the following information:

- (i) S&P, Moody's and other credit reporting agencies' opinions, outlooks, watch alerts, and rating actions.
- (ii) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.
- (iii) Whether Shipper is operating under any chapter of the United States Bankruptcy Code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy against Shipper. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is assured that the payments under this Agreement will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if Shipper is continuing and continues in the future to make payments.
- (iv) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.
- (v) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of this Agreement.

14. **Nonpayment.** If Shipper fails to pay in full the undisputed amount of any invoice rendered by Transporter by the payment due date, Transporter will provide Shipper with a thirty (30) Day notice of suspension or termination of service. Such suspension or termination of service for nonpayment will occur only in situations where other attempts to obtain payment for past due accounts from Shipper have failed, where Shipper has filed for bankruptcy, or where Shipper has failed to provide an Alternate Credit Support as described in paragraph 13. If after the thirty (30) Day notice of service

suspension or termination, Shipper has not paid in full the invoice amount due, Transporter may then give notice to Shipper and the FERC that if full payment of the invoice amount due is not received within 15 Days, Transporter will terminate this Agreement.

15. **Partial Month Rates:** (following ISD, as defined above) In the event, Transporter is authorized to place the leased capacity into service on any date other than the first Day of a Month, then Shipper and Transporter may mutually agree to commence service under the Agreement on a day other than the first day of the month. If the In-Service Date is any date other than the first day of a month, then Shipper shall pay Transporter a prorated share of the negotiated rates described in Exhibit B based on the number of Days in the Month on and after the date that follows the In-Service Date divided by the total number of Days in the Month. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.
16. **Delayed In-Service Date:** If Transporter fails to place the Project into service by March 1, 2027, Shipper shall have the right to reduce the Term of the Agreement by an amount equal to the number of months the In-Service Date was delayed beyond March 1, 2027. However, this date shall be extended on a day-for-day basis equal to the number of days of any applicable force majeure event as defined by Lessor's tariff, or as otherwise defined in the Bakken Leases, not to be greater than thirty (30) calendar days.

The number of months shall be the total number of months beginning March 1, 2027, up to the month of the In-Service Date (if the ISD is on a date other than the first of the month it shall count as a whole month for purposes of determining the number of months).

17. **Foundation and Anchor Shipper Expansion Rights:** Transporter reserves the right to pursue future system expansions that create capacity that (i) is substantially similar in length and geographic area to the Project Capacity; (ii) is created in part through Transporter's lease of capacity on Northern Border Pipeline Company ("NBPL"), Bison Pipeline LLC ("Bison") and Fort Union Gas Gathering, L.L.C. ("FUGG"); (iii) provides a transportation point(s) from NBPL's Bakken receipts to the Cheyenne Hub utilizing capacity on NBPL, Bison and FUGG"; and (iv) is scheduled to be made available to shippers for service commencing within ten (10) years of the In-Service Date of this Project Capacity ("Expansion Capacity")

In the event the Expansion Capacity rates are lower than the Agreements that initial Anchor Shippers and Foundation Shippers¹ have entered into for the Project, then Transporter will first offer the Expansion Capacity in an open season that is limited to Anchor Shippers and Foundation Shippers ("Expansion Open Season"). Anchor and Foundation Shippers will be eligible to participate in the Expansion Open Season in proportion to their commitments to this Project. For example, in the event an Anchor Shipper subscribed to twenty percent of the capacity in this Project, then the Anchor Shipper will be eligible to bid up to twenty percent of the capacity available in the Expansion Open Season. If Anchor Shippers and Foundation Shippers do not contract for all of the Expansion Capacity in the Expansion Open Season, Transporter shall offer the remaining Expansion Capacity to all other interested parties in a subsequent open season. For avoidance of doubt, only capacity that qualifies as Expansion Capacity (as defined herein) and meets the requirements of this Section will be offered to Anchor Shippers and Foundation Shippers before other interested parties. Further, in the event Expansion Capacity is awarded, Shipper shall be eligible for a rate reduction, regardless of Shipper's participation in the Expansion Open Season, subject to the following conditions: (1) Shipper still qualifies as an Anchor or Foundation Shipper on this Project; (2) the in-service date of any subsequent project that creates Expansion Capacity ("Future Project") occurs within the ten (10) year term of the initial Project FTSA; and (3) the Future Project utilizes the Project Facilities and increases the capacity of the original Project along the same path as the original Project. Transporter shall notify Shipper of such rate(s) ("Rate Notice"). Within thirty (30) days of receipt of the Rate Notice, Shipper will notify Transporter whether Shipper wishes to amend this Agreement, to include such rate. The

¹ Foundation Shipper: Shipper shall be deemed a foundation shipper for the Project Capacity by submitting a qualifying bid in the open season with (i) a transportation contract for more than 125,000 Dth per day and (ii) a term of ten years ("Foundation Shippers"). Anchor Shipper: Shipper shall be deemed an anchor shipper for the Project Capacity by submitting a qualifying bid in the open season with (i) a transportation contract demand between 50,000 Dth per day and 125,000 Dth per day and (ii) a term of ten years ("Anchor Shippers").

rate in the Rate Notice shall be equal to or lesser than the rate described in Exhibit B.

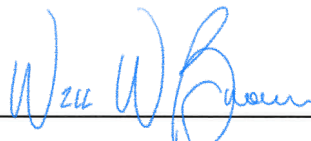
- 18. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders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

- 19. **Elimination of Non-Conforming Provisions:** Upon the satisfaction or waiver of any condition precedent to the obligations within this Agreement, which are memorialized in the TPA entered into on April 19, 2023, or the completion of any action which causes provisions of this Agreement to be no longer relevant, Transporter and Shipper shall execute an amendment to this Agreement [or a replacement Agreement] with each of such conditions and/or provisions omitted, but with all other terms of this Agreement unchanged.

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

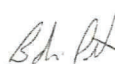
 Vice President, Commercial

Accepted and agreed to this

20th day of September, 2023.

Shipper:

HESS TRADING CORPORATION



 Bobbi Petersen

 President





Accepted and agreed to this

19 day of September, 2023.

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
HESS TRADING CORPORATION
(Shipper)

DATED: August 1, 2023

Shipper's Maximum Receipt Quantity ("MRQ"): (See ¶9.)
Effective Dates: (See ¶10)

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)(3)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
TBD NBPL (TBD) ELKHORN CREEK	100,000	The MAOP of Transporter's Facilities at this Point

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
800716 WIC/CPG (TDC) THUNDER CHIEF METER	100,000	920

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 reduced by an amount equal to Transporter's FL&U Percentage which shall include all Project Capacity 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 Receipt Quantities at Point(s) of Receipt shall be equal to or less than Shipper's MRQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
HESS TRADING CORPORATION
(Shipper)

DATED: August 1, 2023

<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	(See ¶9)	(1a)	(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>
NBPL SELMIS (TBD) NBPL WATCTY (TBD)	896026 Owl Creek	(See ¶9)	(1a)	(1)	(1)	(2)	(3)
	800104 Bowie						
	800212 Dover						
	54880 Lone Tree						
	800245 Delivery Flying Hawk						
	800184 Curley						
	896002 Dullknife						
	896021 Rockport						
	896018 Little Wolf						
	896084 Sitting Bull						

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): \$22.8125 per Dth per month for the Bakken xPress Reservation Rate not subject to any maximum or minimum reservation rates. Reservation rates 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. Applicable FL&U Percentage(s) shall include third-party fuel charges resulting from the use of the capacity that Transporter may hold on other pipelines, including the Bakken Lease.

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

All applicable surcharges including third-party charges resulting from the use of the capacity that Transporter may hold on other pipelines, including the Bakken Lease, and 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.

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

ONEOK ROCKIES MIDSTREAM, L.L.C.
(Shipper)

DATED: August 1, 2023

Transportation Service Agreement
Rate Schedule FT

DATED: August 1, 2023

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: ONEOK ROCKIES MIDSTREAM, L.L.C.**
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, or, as applicable, the Transportation Precedent Agreement ("TPA"), entered into on April 18, 2023
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.

The parties recognize that Transporter must lease capacity ("Bakken xPress Lease Capacity" as defined in the Tariff) in order to provide Transportation Service for Shipper under this Agreement ("Project"). Transporter's obligations under this Agreement are subject to the TPA entered into on April 18, 2023.

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 Receipt Quantity ("MRQ"):**

MRQ (Dth/Day)	Effective
200,000	The In-Service Date (or, "ISD") of the leased capacity which occurs upon the completion of all facilities required to create a seamless path through the designated receipt points to the Thunder Chief Delivery point through Ten (10) years following the ISD.

10. **Term of Firm Transportation Service:** Beginning: The ISD of the leased capacity
Ending: Ten (10) years following the ISD

Extension Right: Transporter will agree, upon written request by Shipper at least thirteen (13) Months prior to the end of the term under this Agreement, to extend the term of the Agreement for an additional five (5) Year period for all or a portion of the MRQ set forth in this Agreement at a rate that includes Transporter's Medicine Bow incremental rate, the Bakken Leases rate charged by each individual lessor, and all other applicable rates and charges set forth in this Agreement. Transporter shall submit the request to the lessors of the leased capacity. If the lessors do not notify Transporter in writing that they agree to the proposed extension within thirty (30) Days following the date of receipt of Transporter's written notice to lessors, the request shall be deemed denied, and this Agreement shall terminate.

Contractual Right-of-First-Refusal (ROFR): Shipper has a contractual ROFR in accordance with Section 4.10 of the General Terms and Conditions of Transporter's Tariff. Shipper's ROFR is contingent upon Transporter renewing the Bakken Leases for a term equal to the requested ROFR term.

Delayed In-Service Date: If Transporter or Lessors fail to place the Project into service by September 1, 2027, Shipper shall have the right to reduce the Term of the FTSA by an amount equal to the number of months the In-Service Date of the Project was delayed beyond September 1, 2027. However, this date shall be extended on a day-for-day basis equal to the number of days of any applicable force majeure event as defined by the applicable Lessor's tariff. The number of months shall be the total number of months beginning September 1, 2027, up to the month of the In-Service Date of the Project (if the Project is placed in-service on a date other than the first of the month it shall count as a whole month for purposes of determining the number of months).

Shipper shall have the right to terminate this TPA and the FTSA if the In-Service Date has not occurred by March 1, 2028.

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

To Shipper:

Invoices:

ONEOK ROCKIES MIDSTREAM, L.L.C.
100 W. Fifth Street, Suite 1700
Tulsa, OK 74103
Attn: Brian Cejda
email: NGGPscheduling@oneok.com

All Notices:

ONEOK ROCKIES MIDSTREAM, L.L.C.
100 W. Fifth Street, Suite 1700
Tulsa, OK 74103 Attn: Brian Cejda
email: NGGPscheduling@oneok.com

To Transporter:

See "Points of Contact" in this Tariff.

12. **Effect on Prior Agreement(s):** N/A.
13. **Creditworthiness.** Prior to the execution of this Agreement and continuing through the term of this Agreement, Shipper shall provide a guaranty, from an entity deemed creditworthy by Transporter in its reasonable discretion ("Guarantor"), in a form acceptable to Transporter, in an amount as set forth below:

Upon or before the date reflected in the table below, the guaranty amount will be amended and increased accordingly to include the sum of (a) one (1) year's-worth of demand charges at the

negotiated reservation rate stated in Exhibit B, and (b) Shipper's proportionate share of Development Costs, plus ten percent (10%); provided, however, that such guaranty amount shall not exceed the applicable guaranty amount for the applicable date of guaranty amendment reflected in the table below. Shipper's proportionate share has been initially determined by the proportion the Shipper's MRQ bears to the total capacity awarded in the Open Season (initial "Project Capacity¹").

Date of Guaranty Amendment	Guaranty Amount
October 2, 2023	\$ 57,390,000
April 1, 2024	\$ 62,083,333
October 1, 2024	\$ 69,416,667
April 1, 2025	\$ 120,016,667
October 1, 2025	\$ 186,016,667
Earlier of In-Service or March 1, 2026	\$ 226,350,000

Upon the fifth anniversary of the In-Service Date and on each annual anniversary thereafter, the guaranty amount, if applicable and provided Shipper is in compliance with this Agreement, shall reduce by twelve (12) Months' worth of demand charges at the negotiated reservation rate, as reflected in Exhibit B, until reaching the equivalent of three (3) Months' worth of demand charges at the negotiated reservation rate, as reflected in Exhibit B.

Transporter shall have the right to review the creditworthiness of Shipper, or its Guarantor, in accordance with this paragraph 13, on an ongoing basis and, upon Transporter's request, Shipper shall promptly provide information in order for Transporter to determine the continuing creditworthiness of Shipper or its Guarantor. In the event Transporter determines, after execution of this Agreement, that Shipper or its Guarantor, no longer meet the creditworthiness standard described in this Section, Shipper shall provide the required Alternate Credit Support (defined below) within five (5) Business Days of written demand from Transporter. The Parties agree that the failure of Shipper to provide or maintain Alternate Credit Support shall not (i) relieve Shipper of its other obligations under this Agreement, (ii) relieve the Guarantor of its other obligations under the guaranty, or (iii) prejudice Transporter's right to seek damages or performance under this Agreement, or the guaranty.

Alternate Credit Support shall include one of the following collateral options for an amount equal to Shipper's Agreement payments for twelve (12) Months under the Agreement (each defined as "Alternate Credit Support"):

- (i) an irrevocable standby letter of credit, in a form acceptable to Transporter, and issued by a bank or financial institution deemed acceptable by Transporter in its sole discretion; or
- (ii) Any other financial assurance mutually agreed upon by Transporter and Shipper.

If Alternate Credit Support is required to satisfy creditworthiness, such Alternate Credit Support shall be provided by Shipper upon demand by Transporter. If Shipper fails to provide required Alternate Credit Support within five (5) Business Days of written demand from Transporter, then in addition to any and all other remedies otherwise available to Transporter at law or in equity, Transporter may immediately suspend performance under this Agreement.

Transporter shall evaluate creditworthiness based upon any or all of the following information:

- (i) S&P Global Market Intelligence LLC, Moody's Investors Service, Inc. and other credit reporting agencies' ratings, opinions, outlooks, watch alerts, and rating actions.
- (ii) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset

¹ Project Capacity is defined as capacity created by the system modifications that the Lessors undertook and the facilities that the Lessors constructed in order to make available the capacity contemplated by the Bakken xPress Lease Capacity.

- management, debt management, debt coverage, capital structure, operational efficiency and profitability.
- (iii) Whether Shipper is operating under any chapter of the United States Bankruptcy Code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy against Shipper. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is assured that the payments under the Agreement will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if Shipper is continuing and continues in the future to make payments on a court order in effect, and if Shipper is continuing and continues in the future to make payments.
 - (iv) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.
 - (v) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of this Agreement.
14. **Nonpayment.** If Shipper fails to pay in full the undisputed amount of any invoice rendered by Transporter by the payment due date, Transporter will provide Shipper with a thirty (30) Day notice of suspension or termination of service. Such suspension or termination of service for nonpayment will occur only in situations where other attempts to obtain payment for past due accounts from Shipper have failed, where Shipper has filed for bankruptcy, or where Shipper has failed to provide an Alternate Credit Support as described in paragraph 13. If after the thirty (30) Day notice of service suspension or termination, Shipper has not paid in full the invoice amount due, Transporter may then give notice to Shipper and the FERC that if full payment of the invoice amount due is not received within 15 Days, Transporter will terminate this Agreement.
15. **Partial Month Rates:** (following ISD, as defined above) If the date (i) the leased capacity described above is effective and (ii) Transporter is authorized to place the leased capacity into service (the "In-Service Date" or "ISD") occurs on any date other than the first Day of a Month, then Shipper shall pay Transporter a prorated share of the negotiated rates described in Exhibit B based on the number of Days in the Month on and after the date that follows the In-Service Date divided by the total number of Days in the Month. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.
16. **Foundation and Anchor Shipper Expansion Rights.** Transporter reserves the right to pursue future system expansions that create capacity that (i) is substantially similar in length and geographic area to the Project Capacity; (ii) provides up to a total of 430,000 Dth per day of capacity (when combined with this Project Capacity) with transportation point(s) from NBPL's Bakken receipts to the Cheyenne Hub utilizing capacity on Northern Border Pipeline Company ("NBPL"), Bison Pipeline LLC ("Bison") and Fort Union Gas Gathering, L.L.C. ("FUGG"); and (iii) is scheduled to be made available to shippers for service commencing within ten (10) years of the In-Service Date of this Project Capacity ("Expansion Capacity").

In the event the Expansion Capacity rates are lower as a result of the Agreements that initial Anchor Shippers and Foundation Shippers² have entered into for the Project, then Transporter will first offer the Expansion Capacity in an open season that is limited to Anchor Shippers and Foundation Shippers ("Expansion Open Season"). Anchor and Foundation Shippers will be eligible to participate in the Expansion Open Season in proportion to their commitments to this Project. For example, in the event an Anchor Shipper subscribed to twenty percent of the capacity in this Project, then the Anchor Shipper will be eligible to bid up to twenty percent of the capacity available in the Expansion Open Season. If Anchor Shippers and Foundation Shippers do not contract for all of the Expansion Capacity in this first open season, Transporter shall offer the remaining Expansion Capacity to all other interested parties that participated in the first open season, or in a subsequent open season. For

¹ Foundation Shipper: Shipper shall be deemed a foundation shipper for the Project Capacity by submitting a qualifying bid in the open season with (i) a transportation contract for more than 125,000 Dth per day and (ii) a term of 10 years ("Foundation Shippers"). Anchor Shipper: Shipper shall be deemed an anchor shipper for the Project Capacity by submitting a qualifying bid in the open season with (i) a transportation contract demand between 50,000 Dth per day and 125,000 Dth per day and (ii) a term of ten years ("Anchor Shippers").

avoidance of doubt, only capacity that qualifies as Expansion Capacity (as defined herein) and meets the requirements of this Section will be offered to Anchor Shippers and Foundation Shippers before other interested parties.

- 17. **Most Favored Nations.** If, on or before the In-Service Date or for a period of ten Years thereafter, Transporter is or becomes a party to any discounted or negotiated rate transportation precedent agreement ("TPA") or an agreement for firm transportation of natural gas providing service ("FTSA") with any third party related to the Project Capacity, and pursuant to such third party TPA or FTSA, Transporter agrees to provide such third party a discounted or negotiated reservation rate that is more favorable (i.e. lower) to such third party than Shipper's negotiated reservation rate reflected in Exhibit B, then Transporter shall offer the same lower reservation rate to Shipper to be effective on a prospective basis only and for the remaining term of this Agreement.

Further, regardless of Shipper's participation in any Expansion Open Season, should Expansion Capacity be awarded to a third party at a discounted or negotiated reservation rate that is more favorable (i.e. lower) to such third party than Shipper's negotiated reservation rate reflected on Exhibit B, then Transporter shall offer the same lower reservation rate to Shipper to be effective on a prospective basis only and for the remaining term of this Agreement. Transporter shall offer such lower reservation rate by notifying Shipper within thirty (30) Days of Transporter and the third-party shipper's execution of its FTSA ("Rate Notice"). Within thirty (30) Days of receipt of the Rate Notice, Shipper will notify Transporter whether Shipper wishes to amend this Agreement to include such lower reservation rate.

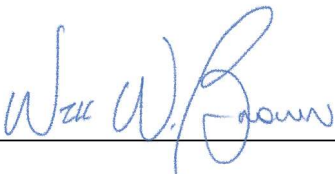
- 18. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders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

- 19. **Elimination of Non-Conforming Provisions:** Upon the satisfaction or waiver of any condition precedent to the obligations within this Agreement, which are memorialized in the TPA entered into on April 18, 2023, or the completion of any action which causes provisions of this Agreement to be no longer relevant, Transporter and Shipper shall execute an amendment to this Agreement [or a replacement Agreement] with each of such conditions and/or provisions omitted, but with all other terms of this Agreement unchanged.

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.

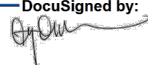


 Will W. Brown

 Vice President, Commercial

Shipper:

ONEOK ROCKIES MIDSTREAM, L.L.C.

DocuSigned by:


 7CC16980622F44C...
 Christy D. Williamson

 VP Natural Gas Gathering & Processing



Accepted and agreed to this

23rd day of August, 2023.

Accepted and agreed to this

17th day of August, 2023.

EXHIBIT A
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
ONEOK ROCKIES MIDSTREAM, L.L.C.
(Shipper)

DATED: August 1, 2023

Shipper's Maximum Receipt Quantity ("MRQ"): (See ¶9.)
Effective Dates: (See ¶10)

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)(3)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
TBD NBPL (TBD) STATELINE	200,000 (less applicable FL&U)	The MAOP of Transporter's Facilities at this Point
<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
800716 WIC/CPG (TDC) THUNDER CHIEF METER	200,000 (less applicable FL&U)	920

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 reduced by an amount equal to Transporter's FL&U Percentage which shall include all Project Capacity 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 Receipt Quantities at Point(s) of Receipt shall be equal to or less than Shipper's MRQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
ONEOK ROCKIES MIDSTREAM, L.L.C.
(Shipper)

DATED: August 1, 2023

<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	(See ¶9)	(1a)	(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>
NBPL STATELINE (TBD)	800716 Thunder Chief						
NBPL STLINETP (TBD)	896026 Owl Creek						
NBPL RAWSON (TBD)	800104 Bowie						
NBPL RAWSONTP (TBD)	800212 Dover						
NBPL KILDER (TBD)	54880 Lone Tree						
NBPL KILDERTP (TBD)	800245 Delivery Flying Hawk	(See ¶9)	(1a)	(1)	(1)	(2)	(3)
NBPL WKIL (TBD)	800184 Curley						
NBPL WKILTP (TBD)	896002 Dullknife						
NBPL SPRCRK (TBD)	896021 Rockport						
NBPL SPRCRKTP (TBD)	896018 Little Wolf						
	896084 Sitting Bull						

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): \$22.8125 per Dth per Month for the Bakken xPress Incremental Reservation Rate not subject to any maximum or minimum reservation rates. Reservation rates 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. Applicable FL&U Percentage(s) shall include third-party fuel charges resulting from the use of the capacity that Transporter may hold on other pipelines, including the Bakken Lease.
- (3) Surcharges, If Applicable:

All applicable surcharges including third-party charges resulting from the use of the capacity that Transporter may hold on other pipelines, including the Bakken Lease, and 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.

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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)
~~Hess Trading Corporation (# -TBD)~~
Mico, Inc. (#217273-FTWIC)
ONEOK Rockies Midstream, L.L.C. (#220517-FTBWIC)
~~ONEOK Rockies Midstream, L.L.C. (# -TBD)~~

NON-CONFORMING AGREEMENTS

Section 1	Citadel Energy Marketing LLC #220344-FTWIC
Section 2	Citadel Energy Marketing LLC #217275-FTWIC
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Section 10	Reserved <u>ONEOK Rockies Midstream, L.L.C. # -TBD</u>
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. TBD

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

HESS TRADING CORPORATION
(Shipper)

DATED: August 1, 2023

Agreement No. TBD

Transportation Service Agreement

Rate Schedule FT

DATED: August 1, 2023

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: HESS TRADING CORPORATION**
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. This Agreement in all respects, including Transporter's obligations under this Agreement, shall be subject to and shall incorporate as if set forth herein the provisions of the Transportation Precedent Agreement ("TPA"). Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff, or, as applicable, the TPA, entered into on April 19, 2023.
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.

The parties recognize that Transporter must lease capacity in order to provide Transportation Service for Shipper under this Agreement.
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

Agreement No. TBD

9. Maximum Receipt Quantity ("MRQ"):

<u>MRQ (Dth/Day)</u>	<u>Effective</u>
<u>100,000</u>	<u>The In-Service Date ("ISD") of the leased capacity which occurs on the first day of the month following the completion of all facilities required to create a seamless path through the designated receipt points to the Thunder Chief Delivery point through Ten (10) years following the ISD</u>

10. Term of Firm Transportation Service: Beginning: The ISO of the leased capacity, anticipated to be March 1, 2026
Ending: Ten (10) years following the ISD ("InitialTerm")

Extension Right: Shipper may request to extend the term of this Agreement by advance written notice to Transporter no less than nineteen (19) months prior to the last day of the Initial Term (as defined above in this Section 10) or any extension period, which notice shall include the proposed term of the extension. Transporter shall submit the request to Lessors. If Lessors both do not notify Transporter in writing that they agree to the proposed extension within thirty (30) days following the date of receipt of Transporter's written notice to Lessors, the request shall be deemed denied and the Lease and this Agreement shall terminate in accordance with the Initial Term or any extension period.

Contractual Right-of-First-Refusal (ROFR): Irrespective of Shipper's negotiated rate, Shipper has a contractual ROFR in accordance with Section 4.10 of the General Terms and Conditions of Transporter's Tariff. Shipper's ROFR is contingent upon Transporter renewing the Bakken Leases for a term equal to the requested ROFR term.

11. Notices, Statements, and Bills:

To Shipper:

Invoices:

HESS TRADING CORPORATION
1501 McKinney Street
Houston, Texas 77010
gasplants_houston@hess.com
Attn: Hess Accounting

All Notices:

HESS TRADING CORPORATION
1501 McKinney Street
Houston, Texas 77010
fyoung@hess.com
Attn: Fred Young

To Transporter:

See "Points of Contact" in this Tariff.

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

Agreement No. TBD

13. **Creditworthiness.** Continuing through the term of this Agreement, Shipper shall provide a guaranty, in a form acceptable to Transporter, of Shipper's payment obligations pursuant to this Agreement, from an entity deemed creditworthy by Transporter in accordance with the Minimum Credit Rating Standard (defined below) ("Guarantor").

Transporter shall have the right to review the creditworthiness of Shipper, or its Guarantor, in accordance with this section, on an ongoing basis and, upon Transporter's request, Shipper shall promptly provide information in order for Transporter to determine the continuing creditworthiness of Shipper or its Guarantor. In the event Transporter determines that Shipper or its Guarantor, no longer meet the creditworthiness standard described in this section, Shipper shall provide the required Alternate Credit Support (defined below) within five (5) business days of written demand from Transporter. The Parties agree that the failure of Shipper to provide or maintain Alternate Credit Support shall not (i) relieve Shipper of its other obligations under the TPA or this Agreement, (ii) relieve Guarantor of its other obligations under the guaranty, or (iii) prejudice Transporter's right to seek damages or performance under the TPA, this Agreement, or the guaranty.

Alternate Credit Support shall include one of the following collateral options for an amount equal to Shipper's payments for twelve (12) months under this Agreement (each defined as "Alternate Credit Support"):

- (i) an irrevocable standby letter of credit, in a form acceptable to Transporter, and issued by a bank or financial institution deemed acceptable by Transporter in its sole discretion; or
- (ii) a cash security deposit acceptable to Transporter; or
- (iii) Any other financial assurance mutually agreed upon by Transporter and Shipper.

If Alternate Credit Support is required to satisfy creditworthiness, such Alternate Credit Support shall be provided by Shipper upon demand by Transporter. If after the Effective Date, Shipper fails to provide required Alternate Credit Support within five (5) business days of written demand from Transporter, then in addition to any and all other remedies otherwise available to Transporter at law or in equity, Transporter may immediately suspend performance under this Agreement.

The "Minimum Credit Rating Standards" means unenhanced senior unsecured debt securities are rated BBB- or better by S&P Global Market Intelligence LLC ("S&P") or Baa3 or better by Moody's Investors Service, Inc. ("Moody's). In the event Shipper is rated by both S&P and Moody's, the lower rating applies. Nothing herein shall limit Transporter's ability to evaluate any of the factors whereby the Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper.

If Shipper does not meet the Minimum Credit Rating Standard, then Transporter shall evaluate creditworthiness based upon any or all of the following information:

- (i) S&P, Moody's and other credit reporting agencies' opinions, outlooks, watch alerts, and rating actions.
- (ii) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.

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- (iii) Whether Shipper is operating under any chapter of the United States Bankruptcy Code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy against Shipper. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is assured that the payments under this Agreement will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if Shipper is continuing and continues in the future to make payments.
- (iv) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.
- (v) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of this Agreement.
14. **Nonpayment.** If Shipper fails to pay in full the undisputed amount of any invoice rendered by Transporter by the payment due date, Transporter will provide Shipper with a thirty (30) Day notice of suspension or termination of service. Such suspension or termination of service for nonpayment will occur only in situations where other attempts to obtain payment for past due accounts from Shipper have failed, where Shipper has filed for bankruptcy, or where Shipper has failed to provide an Alternate Credit Support as described in paragraph 13. If after the thirty (30) Day notice of service suspension or termination, Shipper has not paid in full the invoice amount due, Transporter may then give notice to Shipper and the FERC that if full payment of the invoice amount due is not received within 15 Days, Transporter will terminate this Agreement.
15. **Partial Month Rates:** (following ISD, as defined above) In the event, Transporter is authorized to place the leased capacity into service on any date other than the first Day of a Month, then Shipper and Transporter may mutually agree to commence service under the Agreement on a day other than the first day of the month. If the In-Service Date is any date other than the first day of a month, then Shipper shall pay Transporter a prorated share of the negotiated rates described in Exhibit B based on the number of Days in the Month on and after the date that follows the In-Service Date divided by the total number of Days in the Month. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.
16. **Delayed In-Service Date:** If Transporter fails to place the Project into service by March 1, 2027, Shipper shall have the right to reduce the Term of the Agreement by an amount equal to the number of months the In-Service Date was delayed beyond March 1, 2027. However, this date shall be extended on a day-for-day basis equal to the number of days of any applicable force majeure event as defined by Lessor's tariff, or as otherwise defined in the Bakken Leases, not to be greater than thirty (30) calendar days.
- The number of months shall be the total number of months beginning March 1, 2027, up to the month of the In-Service Date (if the ISD is on a date other than the first of the month it shall count as a whole month for purposes of determining the number of months).
17. **Foundation and Anchor Shipper Expansion Rights:** Transporter reserves the right to pursue future system expansions that create capacity that (i) is substantially similar in length and geographic area to the Project Capacity; (ii) is created in part through Transporter's lease of capacity on Northern Border Pipeline Company ("NBPL"), Bison Pipeline LLC ("Bison") and Fort Union Gas Gathering, L.L.C. ("FUGG"); (iii) provides a transportation point(s) from NBPL's Bakken receipts to the Cheyenne Hub utilizing capacity on NBPL, Bison and FUGG"; and (iv) is scheduled to be made available to shippers for service commencing within ten (10) years of the In-Service Date of this Project Capacity ("Expansion Capacity")

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In the event the Expansion Capacity rates are lower than the Agreements that initial Anchor Shippers and Foundation Shippers¹ have entered into for the Project, then Transporter will first offer the Expansion Capacity in an open season that is limited to Anchor Shippers and Foundation Shippers ("Expansion Open Season"). Anchor and Foundation Shippers will be eligible to participate in the Expansion Open Season in proportion to their commitments to this Project. For example, in the event an Anchor Shipper subscribed to twenty percent of the capacity in this Project, then the Anchor Shipper will be eligible to bid up to twenty percent of the capacity available in the Expansion Open Season. If Anchor Shippers and Foundation Shippers do not contract for all of the Expansion Capacity in the Expansion Open Season, Transporter shall offer the remaining Expansion Capacity to all other interested parties in a subsequent open season. For avoidance of doubt, only capacity that qualifies as Expansion Capacity (as defined herein) and meets the requirements of this Section will be offered to Anchor Shippers and Foundation Shippers before other interested parties. Further, in the event Expansion Capacity is awarded, Shipper shall be eligible for a rate reduction, regardless of Shipper's participation in the Expansion Open Season, subject to the following conditions: (1) Shipper still qualifies as an Anchor or Foundation Shipper on this Project; (2) the in-service date of any subsequent project that creates Expansion Capacity ("Future Project") occurs within the ten (10) year term of the initial Project FTSA; and (3) the Future Project utilizes the Project Facilities and increases the capacity of the original Project along the same path as the original Project. Transporter shall notify Shipper of such rate(s) ("Rate Notice"). Within thirty (30) days of receipt of the Rate Notice, Shipper will notify Transporter whether Shipper wishes to amend this Agreement, to include such rate. The rate in the Rate Notice shall be equal to or lesser than the rate described in Exhibit B.

18. **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.
19. **Elimination of Non-Conforming Provisions:** Upon the satisfaction or waiver of any condition precedent to the obligations within this Agreement, which are memorialized in the TPA entered into on April 19, 2023, or the completion of any action which causes provisions of this Agreement to be no longer relevant, Transporter and Shipper shall execute an amendment to this Agreement [or a replacement Agreement] with each of such conditions and/or provisions omitted, but with all other terms of this Agreement unchanged.

¹ Foundation Shipper: Shipper shall be deemed a foundation shipper for the Project Capacity by submitting a qualifying bid in the open season with (i) a transportation contract for more than 125,000 Dth per day and (ii) a term of ten years ("Foundation Shippers"). Anchor Shipper: Shipper shall be deemed an anchor shipper for the Project Capacity by submitting a qualifying bid in the open season with (i) a transportation contract demand between 50,000 Dth per day and 125,000 Dth per day and (ii) a term of ten years ("Anchor Shippers").

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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.

HESS TRADING CORPORATION

Accepted and agreed to this

Accepted and agreed to this

day of _____, 2023.

day of _____, 2023.

Agreement No. TBD

EXHIBIT A
 to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
 between
WYOMING INTERSTATE COMPANY, L.L.C.
 and
HESS TRADING CORPORATION
 (Shipper)

DATED: August 1, 2023

Shipper's Maximum Receipt Quantity ("MRQ"): (See ¶9.)

Effective Dates: (See ¶10)

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)(3)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
<u>TBD NBPL (TBD) ELKHORN CREEK</u>	<u>100,000</u>	<u>The MAOP of Transporter's Facilities at this Point</u>

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
<u>800716 WIC/CPG (TDC) THUNDER CHIEF METER</u>	<u>100,000</u>	<u>920</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 reduced by an amount equal to Transporter's FL&U Percentage which shall include all Project Capacity 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 Receipt Quantities at Point(s) of Receipt shall be equal to or less than Shipper's MRQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

Reserved

Reserved Agreement No. TBD

EXHIBIT B
to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
Between

WYOMING INTERSTATE COMPANY, L.L.C.
and
HESS TRADING CORPORATION
 (Shipper)

DATED: August 1, 2023

<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>(See ¶9)</u>	<u>(1a)</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>NBPL SELMIS (TBD)</u> <u>NBPL WATCTY (TBD)</u>	<u>896026 Owl Creek</u>						
	<u>800104 Bowie</u>						
	<u>800212 Dover</u>						
	<u>54880 Lone Tree</u>						
	<u>800245 Delivery</u>						
	<u>Flying Hawk</u>	<u>(See ¶9)</u>	<u>(1a)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
	<u>800184 Curley</u>						
	<u>896002 Dullknife</u>						
	<u>896021 Rockport</u>						
	<u>896018 Little Wolf</u>						
	<u>896084 Sitting Bull</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.
- (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): \$22.8125 per Dth per month for the Bakken xPress Reservation Rate not subject to any maximum or minimum reservation rates. Reservation rates 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. Applicable FL&U Percentage(s) shall include third-party fuel charges resulting from the use of the capacity that Transporter may hold on other pipelines, including the Bakken Lease.

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(3) Surcharges, If Applicable:

All applicable surcharges including third-party charges resulting from the use of the capacity that Transporter may hold on other pipelines, including the Bakken Lease, and 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.**

Reserved

Agreement No. TBD

FIRM TRANSPORTATION SERVICE AGREEMENT RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

ONEOK ROCKIES MIDSTREAM, L.L.C.

(Shipper)

DATED: August 1, 2023

Agreement No. TBD

Transportation Service Agreement
Rate Schedule FT

DATED: August 1, 2023

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: ONEOK ROCKIES MIDSTREAM, L.L.C.**
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, or, as applicable, the Transportation Precedent Agreement ("TPA"), entered into on April 18, 2023
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.

The parties recognize that Transporter must lease capacity ("Bakken xPress Lease Capacity" as defined in the Tariff) in order to provide Transportation Service for Shipper under this Agreement ("Project"). Transporter's obligations under this Agreement are subject to the TPA entered into on April 18, 2023.
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

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9. Maximum Receipt Quantity ("MRQ"):

<u>MRQ (Dth/Day)</u>	<u>Effective</u>
<u>200,000</u>	<u>The In-Service Date (or, "ISD") of the leased capacity which occurs upon the completion of all facilities required to create a seamless path through the designated receipt points to the Thunder Chief Delivery point through Ten(10) years following the ISD.</u>

10. Term of Firm Transportation Service: Beginning: The ISD of the leased capacity
Ending: Ten (10) years following the ISD

Extension Right: Transporter will agree, upon written request by Shipper at least thirteen (13) Months prior to the end of the term under this Agreement, to extend the term of the Agreement for an additional five (5) Year period for all or a portion of the MRQ set forth in this Agreement at a rate that includes Transporter's Medicine Bow incremental rate, the Bakken Leases rate charged by each individual lessor, and all other applicable rates and charges set forth in this Agreement. Transporter shall submit the request to the lessors of the leased capacity. If the lessors do not notify Transporter in writing that they agree to the proposed extension within thirty (30) Days following the date of receipt of Transporter's written notice to lessors, the request shall be deemed denied, and this Agreement shall terminate.

Contractual Right-of-First-Refusal (ROFR): Shipper has a contractual ROFR in accordance with Section 4.10 of the General Terms and Conditions of Transporter's Tariff. Shipper's ROFR is contingent upon Transporter renewing the Bakken Leases for a term equal to the requested ROFR term.

Delayed In-Service Date: If Transporter or Lessors fail to place the Project into service by September 1, 2027, Shipper shall have the right to reduce the Term of the FTSA by an amount equal to the number of months the In-Service Date of the Project was delayed beyond September 1, 2027. However, this date shall be extended on a day-for-day basis equal to the number of days of any applicable force

majeure event as defined by the applicable Lessor's tariff. The number of months shall be the total number of months beginning September 1, 2027, up to the month of the In-Service Date of the Project (if the Project is placed in-service on a date other than the first of the month it shall count as a whole month for purposes of determining the number of months).

Shipper shall have the right to terminate this TPA and the FTSA if the In-Service Date has not occurred by March 1, 2028.

11. Notices, Statements, and Bills:

To Shipper:

Invoices:

ONEOK ROCKIES MIDSTREAM, L.L.C.
100 W. Fifth Street, Suite 1700
Tulsa, OK 74103 Attn: Brian Cejda
email:NGGPscheduling@oneok.com

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All Notices:

ONEOK ROCKIES MIDSTREAM, L.L.C.
100 W. Fifth Street, Suite 1700
Tulsa, OK 74103 Attn: Brian Cejda
email:NGGPscheduling@oneok.com

To Transporter:

See "Points of Contact" in this Tariff.

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

13. Creditworthiness. Prior to the execution of this Agreement and continuing through the term of this Agreement, Shipper shall provide a guaranty, from an entity deemed creditworthy by Transporter in its reasonable discretion ("Guarantor"), in a form acceptable to Transporter, in an amount as set forth below:

Upon or before the date reflected in the table below, the guaranty amount will be amended and increased accordingly to include the sum of (a) one (1) year's-worth of demand charges at the negotiated reservation rate stated in Exhibit B, and (b) Shipper's proportionate share of Development Costs, plus ten percent (10%); provided, however, that such guaranty amount shall not exceed the applicable guaranty amount for the applicable date of guaranty amendment reflected in the table below. Shipper's proportionate share has been initially determined by the proportion the Shipper's MRQ bears to the total capacity awarded in the Open Season (initial "Project Capacity¹").

<u>Date of Guaranty Amendment</u>	<u>Guaranty Amount</u>
<u>October 2, 2023</u>	<u>\$57,390,000</u>
<u>April 1, 2024</u>	<u>\$62,083,333</u>
<u>October 1, 2024</u>	<u>\$69,416,667</u>
<u>April 1, 2025</u>	<u>\$120,016,667</u>
<u>October 1, 2025</u>	<u>\$186,016,667</u>
<u>Earlier of In-Service or March 1, 2026</u>	<u>\$226,350,000</u>

Upon the fifth anniversary of the In-Service Date and on each annual anniversary thereafter, the guaranty amount, if applicable and provided Shipper is in compliance with this Agreement, shall reduce by twelve (12) Months' worth of demand charges at the negotiated reservation rate, as reflected in Exhibit B, until reaching the equivalent of three (3) Months' worth of demand charges at the negotiated reservation rate, as reflected in Exhibit B.

Transporter shall have the right to review the creditworthiness of Shipper, or its Guarantor, in accordance with this paragraph 13, on an ongoing basis and, upon Transporter's request, Shipper shall promptly provide information in order for Transporter to determine the continuing creditworthiness of Shipper or its Guarantor. In the event Transporter determines, after execution of this Agreement, that Shipper or its Guarantor, no longer meet the creditworthiness standard described in this Section, Shipper shall provide the required Alternate Credit Support (defined below) within five (5) Business Days of written demand from Transporter. The Parties agree that the failure of Shipper to provide or maintain Alternate Credit Support shall not (i) relieve Shipper of its other obligations under this Agreement, (ii) relieve the Guarantor of its other obligations under the guaranty,

¹ Project Capacity is defined as capacity created by the system modifications that the Lessors undertook and the facilities that the Lessors constructed in order to make available the capacity contemplated by the Bakken xPress Lease Capacity.

Agreement No. TBD

or (iii) prejudice Transporter's right to seek damages or performance under this Agreement, or the guaranty.

Alternate Credit Support shall include one of the following collateral options for an amount equal to Shipper's Agreement payments for twelve (12) Months under the Agreement (each defined as "Alternate Credit Support"):

- (i) an irrevocable standby letter of credit, in a form acceptable to Transporter, and issued by a bank or financial institution deemed acceptable by Transporter in its sole discretion; or
- (ii) Any other financial assurance mutually agreed upon by Transporter and Shipper.

If Alternate Credit Support is required to satisfy creditworthiness, such Alternate Credit Support shall be provided by Shipper upon demand by Transporter. If Shipper fails to provide required Alternate Credit Support within five (5) Business Days of written demand from Transporter, then in addition to any and all other remedies otherwise available to Transporter at law or in equity, Transporter may immediately suspend performance under this Agreement.

Transporter shall evaluate creditworthiness based upon any or all of the following information:

- (i) S&P Global Market Intelligence LLC, Moody's Investors Service, Inc. and other credit reporting agencies' ratings, opinions, outlooks, watch alerts, and rating actions.
- (ii) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.
- (iii) Whether Shipper is operating under any chapter of the United States Bankruptcy Code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy against Shipper. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is assured that the payments under the Agreement will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if Shipper is continuing and continues in the future to make payments on a court order in effect, and if Shipper is continuing and continues in the future to make payments.
- (iv) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.
- (v) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of this Agreement.

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14. **Nonpayment.** If Shipper fails to pay in full the undisputed amount of any invoice rendered by Transporter by the payment due date, Transporter will provide Shipper with a thirty (30) Day notice of suspension or termination of service. Such suspension or termination of service for nonpayment will occur only in situations where other attempts to obtain payment for past due accounts from Shipper have failed, where Shipper has filed for bankruptcy, or where Shipper has failed to provide an Alternate Credit Support as described in paragraph 13. If after the thirty (30) Day notice of service suspension or termination, Shipper has not paid in full the invoice amount due, Transporter may then give notice to Shipper and the FERC that if full payment of the invoice amount due is not received within 15 Days, Transporter will terminate this Agreement.
15. **Partial Month Rates:** (following ISD, as defined above) If the date (i) the leased capacity described above is effective and (ii) Transporter is authorized to place the leased capacity into service (the "In-Service Date" or "ISD") occurs on any date other than the first Day of a Month, then Shipper shall pay Transporter a prorated share of the negotiated rates described in Exhibit B based on the number of Days in the Month on and after the date that follows the In-Service Date divided by the total number of Days in the Month. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.
16. **Foundation and Anchor Shipper Expansion Rights.** Transporter reserves the right to pursue future system expansions that create capacity that (i) is substantially similar in length and geographic area to the Project Capacity; (ii) provides up to a total of 430,000 Dth per day of capacity (when combined with this Project Capacity) with transportation point(s) from NBPL's Bakken receipts to the Cheyenne Hub utilizing capacity on Northern Border Pipeline Company ("NBPL"), Bison Pipeline LLC ("Bison") and Fort Union Gas Gathering, L.L.C. ("FUGG"); and (iii) is scheduled to be made available to shippers for service commencing within ten (10) years of the In-Service Date of this Project Capacity ("Expansion Capacity").

In the event the Expansion Capacity rates are lower as a result of the Agreements that initial Anchor Shippers and Foundation Shippers² have entered into for the Project, then Transporter will first offer the Expansion Capacity in an open season that is limited to Anchor Shippers and Foundation Shippers ("Expansion Open Season"). Anchor and Foundation Shippers will be eligible to participate in the Expansion Open Season in proportion to their commitments to this Project. For example, in the event an Anchor Shipper subscribed to twenty percent of the capacity in this Project, then the Anchor Shipper will be eligible to bid up to twenty percent of the capacity available in the Expansion Open Season. If Anchor Shippers and Foundation Shippers do not contract for all of the Expansion Capacity in this first open season, Transporter shall offer the remaining Expansion Capacity to all other interested parties that participated in the first open season, or in a subsequent open season. For avoidance of doubt, only capacity that qualifies as Expansion Capacity (as defined herein) and meets the requirements of this Section will be offered to Anchor Shippers and Foundation Shippers before other interested parties.

² Foundation Shipper: Shipper shall be deemed a foundation shipper for the Project Capacity by submitting a qualifying bid in the open season with (i) a transportation contract for more than 125,000 Dth per day and (ii) a term of 10 years ("Foundation Shippers"). Anchor Shipper: Shipper shall be deemed an anchor shipper for the Project Capacity by submitting a qualifying bid in the open season with (i) a transportation contract demand between 50,000 Dth per day and 125,000 Dth per day and (ii) a term of ten years ("Anchor Shippers").

Agreement No. TBD

17. **Most Favored Nations.** If, on or before the In-Service Date or for a period of ten Years thereafter, Transporter is or becomes a party to any discounted or negotiated rate transportation precedent agreement ("TPA") or an agreement for firm transportation of natural gas providing service ("FTSA") with any third party related to the Project Capacity, and pursuant to such third party TPA or FTSA, Transporter agrees to provide such third party a discounted or negotiated reservation rate that is more favorable (i.e. lower) to such third party than Shipper's negotiated reservation rate reflected in Exhibit B, then Transporter shall offer the same lower reservation rate to Shipper to be effective on a prospective basis only and for the remaining term of this Agreement.

Further, regardless of Shipper's participation in any Expansion Open Season, should Expansion Capacity be awarded to a third party at a discounted or negotiated reservation rate that is more favorable (i.e. lower) to such third party than Shipper's negotiated reservation rate reflected on Exhibit B, then Transporter shall offer the same lower reservation rate to Shipper to be effective on a prospective basis only and for the remaining term of this Agreement. Transporter shall offer such lower reservation rate by notifying Shipper within thirty (30) Days of Transporter and the third-party shipper's execution of its FTSA ("Rate Notice"). Within thirty (30) Days of receipt of the Rate Notice, Shipper will notify Transporter whether Shipper wishes to amend this Agreement to include such lower reservation rate.

18. **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.

19. **Elimination of Non-Conforming Provisions:** Upon the satisfaction or waiver of any condition precedent to the obligations within this Agreement, which are memorialized in the TPA entered into on April 18, 2023, or the completion of any action which causes provisions of this Agreement to be no longer relevant, Transporter and Shipper shall execute an amendment to this Agreement [or a replacement Agreement] with each of such conditions and/or provisions omitted, but with all other terms of this Agreement unchanged.

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.

ONEOK ROCKIES MIDSTREAM, L.L.C.

Accepted and agreed to this

Accepted and agreed to this

____ day of _____, 2023.

____ day of _____, 2023.

Agreement No. TBD

EXHIBIT A
 to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
 between
WYOMING INTERSTATE COMPANY, L.L.C.
 and
ONEOK ROCKIES MIDSTREAM, L.L.C.
 (Shipper)

DATED: August 1, 2023
 Reserved

Shipper's Maximum Receipt Quantity ("MRQ"): (See ¶9.)
 Effective Dates: (See ¶10)

<u>Primary Point(s) of Receipt (1)</u>	<u>Primary Point(s) of Receipt Quantity (Dth per Day) (2)(3)</u>	<u>Maximum Receipt Pressure (p.s.i.g.) (4)</u>
TBD NBPL (TBD) STATELINE	200,000 (less applicable FL&U)	The MAOP of Transporter's Facilities at this Point

<u>Primary Point(s) of Delivery (1)</u>	<u>Primary Point(s) of Delivery Quantity (Dth per Day)</u>	<u>Maximum Delivery Pressure (p.s.i.g.) (4)</u>
800716 WIC/CPG (TDC) THUNDER CHIEF METER	200,000 (less applicable FL&U)	920

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 reduced by an amount equal to Transporter's FL&U Percentage which shall include all Project Capacity 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 Receipt Quantities at Point(s) of Receipt shall be equal to or less than Shipper's MRQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

Reserved Agreement No. TBD

EXHIBIT B
 to
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
 between
WYOMING INTERSTATE COMPANY, L.L.C.
 and
ONEOK ROCKIES MIDSTREAM, L.L.C.
 (Shipper)

DATED: August 1, 2023

<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>
As Listed on Exhibit A	As Listed on Exhibit A	(See ¶9)	(1a)	(1)	(1)	(2)	(3)

<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>
	800716 Thunder Chief						
NBPL STATELINE (TBD)	896026 Owl Creek						
NBPL STLINETP (TBD)	800104 Bowie						
NBPL RAWSON (TBD)	800212 Dover						
NBPL RAWSONTP (TBD)	54880 Lone Tree 800245 Delivery Flying						
NBPL KILDER (TBD)	Hawk	(See ¶9)	(1a)	(1)	(1)	(2)	(3)
NBPL KILDERTP (TBD)	800184 Curley						
NBPL WKIL (TBD)	896002 Dullknife						
NBPL WKILTTP (TBD)	896021 Rockport						
NBPL SPRCRK (TBD)	896018 Little Wolf						
NBPL SPRCRKTP (TBD)	896084 Sitting Bull						

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): \$22.8125 per Dth per Month for the Bakken xPress Incremental Reservation Rate not subject to any maximum or minimum reservation rates. Reservation rates 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. Applicable FL&U Percentage(s) shall include third-party fuel charges resulting from the use of the capacity that Transporter may hold on other pipelines, including the Bakken Lease.

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(3) Surcharges, If Applicable:

All applicable surcharges including third-party charges resulting from the use of the capacity that Transporter may hold on other pipelines, including the Bakken Lease, and 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.

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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)
Hess Trading Corporation (# -TBD)
Mico, Inc. (#217273-FTWIC)
ONEOK Rockies Midstream, L.L.C. (#220517-FTBWIC)
ONEOK Rockies Midstream, L.L.C. (# -TBD)

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 14	Tenaska Marketing Ventures #217271-FTWIC
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Section 16	Sequent Energy Management LLC #219208-FTWIC

Agreement No. TBD

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

HESS TRADING CORPORATION
(Shipper)

DATED: August 1, 2023

Agreement No. TBD

Transportation Service Agreement
Rate Schedule FT

DATED: August 1, 2023

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: HESS TRADING CORPORATION**
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. This Agreement in all respects, including Transporter's obligations under this Agreement, shall be subject to and shall incorporate as if set forth herein the provisions of the Transportation Precedent Agreement ("TPA"). Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff, or, as applicable, the TPA, entered into on April 19, 2023.
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.

The parties recognize that Transporter must lease capacity in order to provide Transportation Service for Shipper under this Agreement.
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

Agreement No. TBD

9. **Maximum Receipt Quantity ("MRQ"):**

MRQ (Dth/Day)	Effective
100,000	The In-Service Date ("ISD") of the leased capacity which occurs on the first day of the month following the completion of all facilities required to create a seamless path through the designated receipt points to the Thunder Chief Delivery point through Ten (10) years following the ISD

10. **Term of Firm Transportation Service:** Beginning: The ISO of the leased capacity, anticipated to be March 1, 2026
Ending: Ten (10) years following the ISD ("InitialTerm")

Extension Right: Shipper may request to extend the term of this Agreement by advance written notice to Transporter no less than nineteen (19) months prior to the last day of the Initial Term (as defined above in this Section 10) or any extension period, which notice shall include the proposed term of the extension. Transporter shall submit the request to Lessors. If Lessors both do not notify Transporter in writing that they agree to the proposed extension within thirty (30) days following the date of receipt of Transporter's written notice to Lessors, the request shall be deemed denied and the Lease and this Agreement shall terminate in accordance with the Initial Term or any extension period.

Contractual Right-of-First-Refusal (ROFR): Irrespective of Shipper's negotiated rate, Shipper has a contractual ROFR in accordance with Section 4.10 of the General Terms and Conditions of Transporter's Tariff. Shipper's ROFR is contingent upon Transporter renewing the Bakken Leases for a term equal to the requested ROFR term.

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

To Shipper:

Invoices:

HESS TRADING CORPORATION
1501 McKinney Street
Houston, Texas 77010
gasplants_houston@hess.com
Attn: Hess Accounting

All Notices:

HESS TRADING CORPORATION
1501 McKinney Street
Houston, Texas 77010
fyoung@hess.com
Attn: Fred Young

To Transporter:

See "Points of Contact" in this Tariff.

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

Agreement No. TBD

13. **Creditworthiness.** Continuing through the term of this Agreement, Shipper shall provide a guaranty, in a form acceptable to Transporter, of Shipper's payment obligations pursuant to this Agreement, from an entity deemed creditworthy by Transporter in accordance with the Minimum Credit Rating Standard (defined below) ("Guarantor").

Transporter shall have the right to review the creditworthiness of Shipper, or its Guarantor, in accordance with this section, on an ongoing basis and, upon Transporter's request, Shipper shall promptly provide information in order for Transporter to determine the continuing creditworthiness of Shipper or its Guarantor. In the event Transporter determines that Shipper or its Guarantor, no longer meet the creditworthiness standard described in this section, Shipper shall provide the required Alternate Credit Support (defined below) within five (5) business days of written demand from Transporter. The Parties agree that the failure of Shipper to provide or maintain Alternate Credit Support shall not (i) relieve Shipper of its other obligations under the TPA or this Agreement, (ii) relieve Guarantor of its other obligations under the guaranty, or (iii) prejudice Transporter's right to seek damages or performance under the TPA, this Agreement, or the guaranty.

Alternate Credit Support shall include one of the following collateral options for an amount equal to Shipper's payments for twelve (12) months under this Agreement (each defined as "Alternate Credit Support"):

- (i) an irrevocable standby letter of credit, in a form acceptable to Transporter, and issued by a bank or financial institution deemed acceptable by Transporter in its sole discretion; or
- (ii) a cash security deposit acceptable to Transporter; or
- (iii) Any other financial assurance mutually agreed upon by Transporter and Shipper.

If Alternate Credit Support is required to satisfy creditworthiness, such Alternate Credit Support shall be provided by Shipper upon demand by Transporter. If after the Effective Date, Shipper fails to provide required Alternate Credit Support within five (5) business days of written demand from Transporter, then in addition to any and all other remedies otherwise available to Transporter at law or in equity, Transporter may immediately suspend performance under this Agreement.

The "Minimum Credit Rating Standards" means unenhanced senior unsecured debt securities are rated BBB- or better by S&P Global Market Intelligence LLC ("S&P") or Baa3 or better by Moody's Investors Service, Inc. ("Moody's). In the event Shipper is rated by both S&P and Moody's, the lower rating applies. Nothing herein shall limit Transporter's ability to evaluate any of the factors whereby the Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper.

If Shipper does not meet the Minimum Credit Rating Standard, then Transporter shall evaluate creditworthiness based upon any or all of the following information:

- (i) S&P, Moody's and other credit reporting agencies' opinions, outlooks, watch alerts, and rating actions.
- (ii) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.

Agreement No. TBD

- (iii) Whether Shipper is operating under any chapter of the United States Bankruptcy Code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy against Shipper. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is assured that the payments under this Agreement will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if Shipper is continuing and continues in the future to make payments.
 - (iv) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.
 - (v) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of this Agreement.
14. **Nonpayment.** If Shipper fails to pay in full the undisputed amount of any invoice rendered by Transporter by the payment due date, Transporter will provide Shipper with a thirty (30) Day notice of suspension or termination of service. Such suspension or termination of service for nonpayment will occur only in situations where other attempts to obtain payment for past due accounts from Shipper have failed, where Shipper has filed for bankruptcy, or where Shipper has failed to provide an Alternate Credit Support as described in paragraph 13. If after the thirty (30) Day notice of service suspension or termination, Shipper has not paid in full the invoice amount due, Transporter may then give notice to Shipper and the FERC that if full payment of the invoice amount due is not received within 15 Days, Transporter will terminate this Agreement.
15. **Partial Month Rates:** (following ISD, as defined above) In the event, Transporter is authorized to place the leased capacity into service on any date other than the first Day of a Month, then Shipper and Transporter may mutually agree to commence service under the Agreement on a day other than the first day of the month. If the In-Service Date is any date other than the first day of a month, then Shipper shall pay Transporter a prorated share of the negotiated rates described in Exhibit B based on the number of Days in the Month on and after the date that follows the In-Service Date divided by the total number of Days in the Month. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.
16. **Delayed In-Service Date:** If Transporter fails to place the Project into service by March 1, 2027, Shipper shall have the right to reduce the Term of the Agreement by an amount equal to the number of months the In-Service Date was delayed beyond March 1, 2027. However, this date shall be extended on a day-for-day basis equal to the number of days of any applicable force majeure event as defined by Lessor's tariff, or as otherwise defined in the Bakken Leases, not to be greater than thirty (30) calendar days.
- The number of months shall be the total number of months beginning March 1, 2027, up to the month of the In-Service Date (if the ISD is on a date other than the first of the month it shall count as a whole month for purposes of determining the number of months).
17. **Foundation and Anchor Shipper Expansion Rights:** Transporter reserves the right to pursue future system expansions that create capacity that (i) is substantially similar in length and geographic area to the Project Capacity; (ii) is created in part through Transporter's lease of capacity on Northern Border Pipeline Company ("NBPL"), Bison Pipeline LLC ("Bison") and Fort Union Gas Gathering, L.L.C. ("FUGG"); (iii) provides a transportation point(s) from NBPL's Bakken receipts to the Cheyenne Hub utilizing capacity on NBPL, Bison and FUGG"; and (iv) is scheduled to be made available to shippers for service commencing within ten (10) years of the In-Service Date of this Project Capacity ("Expansion Capacity")

Agreement No. TBD

In the event the Expansion Capacity rates are lower than the Agreements that initial Anchor Shippers and Foundation Shippers¹ have entered into for the Project, then Transporter will first offer the Expansion Capacity in an open season that is limited to Anchor Shippers and Foundation Shippers ("Expansion Open Season"). Anchor and Foundation Shippers will be eligible to participate in the Expansion Open Season in proportion to their commitments to this Project. For example, in the event an Anchor Shipper subscribed to twenty percent of the capacity in this Project, then the Anchor Shipper will be eligible to bid up to twenty percent of the capacity available in the Expansion Open Season. If Anchor Shippers and Foundation Shippers do not contract for all of the Expansion Capacity in the Expansion Open Season, Transporter shall offer the remaining Expansion Capacity to all other interested parties in a subsequent open season. For avoidance of doubt, only capacity that qualifies as Expansion Capacity (as defined herein) and meets the requirements of this Section will be offered to Anchor Shippers and Foundation Shippers before other interested parties. Further, in the event Expansion Capacity is awarded, Shipper shall be eligible for a rate reduction, regardless of Shipper's participation in the Expansion Open Season, subject to the following conditions: (1) Shipper still qualifies as an Anchor or Foundation Shipper on this Project; (2) the in-service date of any subsequent project that creates Expansion Capacity ("Future Project") occurs within the ten (10) year term of the initial Project FTSA; and (3) the Future Project utilizes the Project Facilities and increases the capacity of the original Project along the same path as the original Project. Transporter shall notify Shipper of such rate(s) ("Rate Notice"). Within thirty (30) days of receipt of the Rate Notice, Shipper will notify Transporter whether Shipper wishes to amend this Agreement, to include such rate. The rate in the Rate Notice shall be equal to or lesser than the rate described in Exhibit B.

18. **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.
19. **Elimination of Non-Conforming Provisions:** Upon the satisfaction or waiver of any condition precedent to the obligations within this Agreement, which are memorialized in the TPA entered into on April 19, 2023, or the completion of any action which causes provisions of this Agreement to be no longer relevant, Transporter and Shipper shall execute an amendment to this Agreement [or a replacement Agreement] with each of such conditions and/or provisions omitted, but with all other terms of this Agreement unchanged.

¹ Foundation Shipper: Shipper shall be deemed a foundation shipper for the Project Capacity by submitting a qualifying bid in the open season with (i) a transportation contract for more than 125,000 Dth per day and (ii) a term of ten years ("Foundation Shippers"). Anchor Shipper: Shipper shall be deemed an anchor shipper for the Project Capacity by submitting a qualifying bid in the open season with (i) a transportation contract demand between 50,000 Dth per day and 125,000 Dth per day and (ii) a term of ten years ("Anchor Shippers").

Agreement No. TBD

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 _____, 2023.

Shipper:

HESS TRADING CORPORATION

Accepted and agreed to this

_____ day of _____, 2023.

Agreement No. TBD

EXHIBIT A
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE FT
 between
WYOMING INTERSTATE COMPANY, L.L.C.
 and
HESS TRADING CORPORATION
 (Shipper)

DATED: August 1, 2023

Shipper's Maximum Receipt Quantity ("MRQ"): (See ¶9.)

Effective Dates: (See ¶10)

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)(3)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
TBD NBPL (TBD) ELKHORN CREEK	100,000	The MAOP of Transporter's Facilities at this Point

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
800716 WIC/CPG (TDC) THUNDER CHIEF METER	100,000	920

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 reduced by an amount equal to Transporter's FL&U Percentage which shall include all Project Capacity 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 Receipt Quantities at Point(s) of Receipt shall be equal to or less than Shipper's MRQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

Agreement No. TBD

EXHIBIT B
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE FT
 Between

WYOMING INTERSTATE COMPANY, L.L.C.
 and
HESS TRADING CORPORATION
 (Shipper)

DATED: August 1, 2023

<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	(See ¶9)	(1a)	(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>
NBPL SELMIS (TBD) NBPL WATCTY (TBD)	896026 Owl Creek	(See ¶9)	(1a)	(1)	(1)	(2)	(3)
	800104 Bowie						
	800212 Dover						
	54880 Lone Tree						
	800245 Delivery						
	Flying Hawk						
	800184 Curley						
	896002 Dullknife						
	896021 Rockport						
	896018 Little Wolf						
896084 Sitting Bull							

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): \$22.8125 per Dth per month for the Bakken xPress Reservation Rate not subject to any maximum or minimum reservation rates. Reservation rates 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. Applicable FL&U Percentage(s) shall include third-party fuel charges resulting from the use of the capacity that Transporter may hold on other pipelines, including the Bakken Lease.

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

All applicable surcharges including third-party charges resulting from the use of the capacity that Transporter may hold on other pipelines, including the Bakken Lease, and 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.

Agreement No. TBD

FIRM TRANSPORTATION SERVICE AGREEMENT RATE SCHEDULE FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

ONEOK ROCKIES MIDSTREAM, L.L.C.
(Shipper)

DATED: August 1, 2023

Transportation Service Agreement
Rate Schedule FT

DATED: August 1, 2023

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: ONEOK ROCKIES MIDSTREAM, L.L.C.**
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, or, as applicable, the Transportation Precedent Agreement ("TPA"), entered into on April 18, 2023
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.

The parties recognize that Transporter must lease capacity ("Bakken xPress Lease Capacity" as defined in the Tariff) in order to provide Transportation Service for Shipper under this Agreement ("Project"). Transporter's obligations under this Agreement are subject to the TPA entered into on April 18, 2023.
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

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9. **Maximum Receipt Quantity ("MRQ"):**

MRQ (Dth/Day)	Effective
200,000	The In-Service Date (or, "ISD") of the leased capacity which occurs upon the completion of all facilities required to create a seamless path through the designated receipt points to the Thunder Chief Delivery point through Ten(10) years following the ISD.

10. **Term of Firm Transportation Service:** Beginning: The ISD of the leased capacity
Ending: Ten (10) years following the ISD

Extension Right: Transporter will agree, upon written request by Shipper at least thirteen (13) Months prior to the end of the term under this Agreement, to extend the term of the Agreement for an additional five (5) Year period for all or a portion of the MRQ set forth in this Agreement at a rate that includes Transporter's Medicine Bow incremental rate, the Bakken Leases rate charged by each individual lessor, and all other applicable rates and charges set forth in this Agreement. Transporter shall submit the request to the lessors of the leased capacity. If the lessors do not notify Transporter in writing that they agree to the proposed extension within thirty (30) Days following the date of receipt of Transporter's written notice to lessors, the request shall be deemed denied, and this Agreement shall terminate.

Contractual Right-of-First-Refusal (ROFR): Shipper has a contractual ROFR in accordance with Section 4.10 of the General Terms and Conditions of Transporter's Tariff. Shipper's ROFR is contingent upon Transporter renewing the Bakken Leases for a term equal to the requested ROFR term.

Delayed In-Service Date: If Transporter or Lessors fail to place the Project into service by September 1, 2027, Shipper shall have the right to reduce the Term of the FTSA by an amount equal to the number of months the In-Service Date of the Project was delayed beyond September 1, 2027. However, this date shall be extended on a day-for-day basis equal to the number of days of any applicable force majeure event as defined by the applicable Lessor's tariff. The number of months shall be the total number of months beginning September 1, 2027, up to the month of the In-Service Date of the Project (if the Project is placed in-service on a date other than the first of the month it shall count as a whole month for purposes of determining the number of months).

Shipper shall have the right to terminate this TPA and the FTSA if the In-Service Date has not occurred by March 1, 2028.

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

To Shipper:

Invoices:

ONEOK ROCKIES MIDSTREAM, L.L.C.
100 W. Fifth Street, Suite 1700
Tulsa, OK 74103 Attn: Brian Cejda
[email:NGGPscheduling@oneok.com](mailto:NGGPscheduling@oneok.com)

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All Notices:

ONEOK ROCKIES MIDSTREAM, L.L.C.
100 W. Fifth Street, Suite 1700
Tulsa, OK 74103 Attn: Brian Cejda
[email:NGGPscheduling@oneok.com](mailto:NGGPscheduling@oneok.com)

To Transporter:

See "Points of Contact" in this Tariff.

12. **Effect on Prior Agreement(s):** N/A.
13. **Creditworthiness.** Prior to the execution of this Agreement and continuing through the term of this Agreement, Shipper shall provide a guaranty, from an entity deemed creditworthy by Transporter in its reasonable discretion ("Guarantor"), in a form acceptable to Transporter, in an amount as set forth below:

Upon or before the date reflected in the table below, the guaranty amount will be amended and increased accordingly to include the sum of (a) one (1) year's-worth of demand charges at the negotiated reservation rate stated in Exhibit B, and (b) Shipper's proportionate share of Development Costs, plus ten percent (10%); provided, however, that such guaranty amount shall not exceed the applicable guaranty amount for the applicable date of guaranty amendment reflected in the table below. Shipper's proportionate share has been initially determined by the proportion the Shipper's MRQ bears to the total capacity awarded in the Open Season (initial "Project Capacity"¹).

Date of Guaranty Amendment	Guaranty Amount
October 2, 2023	\$57,390,000
April 1, 2024	\$62,083,333
October 1, 2024	\$69,416,667
April 1, 2025	\$120,016,667
October 1, 2025	\$186,016,667
Earlier of In-Service or March 1, 2026	\$226,350,000

Upon the fifth anniversary of the In-Service Date and on each annual anniversary thereafter, the guaranty amount, if applicable and provided Shipper is in compliance with this Agreement, shall reduce by twelve (12) Months' worth of demand charges at the negotiated reservation rate, as reflected in Exhibit B, until reaching the equivalent of three (3) Months' worth of demand charges at the negotiated reservation rate, as reflected in Exhibit B.

Transporter shall have the right to review the creditworthiness of Shipper, or its Guarantor, in accordance with this paragraph 13, on an ongoing basis and, upon Transporter's request, Shipper shall promptly provide information in order for Transporter to determine the continuing creditworthiness of Shipper or its Guarantor. In the event Transporter determines, after execution of this Agreement, that Shipper or its Guarantor, no longer meet the creditworthiness standard described in this Section, Shipper shall provide the required Alternate Credit Support (defined below) within five (5) Business Days of written demand from Transporter. The Parties agree that the failure of Shipper to provide or maintain Alternate Credit Support shall not (i) relieve Shipper of its other obligations under this Agreement, (ii) relieve the Guarantor of its other obligations under the guaranty,

¹ Project Capacity is defined as capacity created by the system modifications that the Lessors undertook and the facilities that the Lessors constructed in order to make available the capacity contemplated by the Bakken xPress Lease Capacity.

Agreement No. TBD

or (iii) prejudice Transporter's right to seek damages or performance under this Agreement, or the guaranty.

Alternate Credit Support shall include one of the following collateral options for an amount equal to Shipper's Agreement payments for twelve (12) Months under the Agreement (each defined as "Alternate Credit Support"):

- (i) an irrevocable standby letter of credit, in a form acceptable to Transporter, and issued by a bank or financial institution deemed acceptable by Transporter in its sole discretion; or
- (ii) Any other financial assurance mutually agreed upon by Transporter and Shipper.

If Alternate Credit Support is required to satisfy creditworthiness, such Alternate Credit Support shall be provided by Shipper upon demand by Transporter. If Shipper fails to provide required Alternate Credit Support within five (5) Business Days of written demand from Transporter, then in addition to any and all other remedies otherwise available to Transporter at law or in equity, Transporter may immediately suspend performance under this Agreement.

Transporter shall evaluate creditworthiness based upon any or all of the following information:

- (i) S&P Global Market Intelligence LLC, Moody's Investors Service, Inc. and other credit reporting agencies' ratings, opinions, outlooks, watch alerts, and rating actions.
- (ii) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.
- (iii) Whether Shipper is operating under any chapter of the United States Bankruptcy Code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy against Shipper. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is assured that the payments under the Agreement will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if Shipper is continuing and continues in the future to make payments on a court order in effect, and if Shipper is continuing and continues in the future to make payments.
- (iv) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.
- (v) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of this Agreement.

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14. **Nonpayment.** If Shipper fails to pay in full the undisputed amount of any invoice rendered by Transporter by the payment due date, Transporter will provide Shipper with a thirty (30) Day notice of suspension or termination of service. Such suspension or termination of service for nonpayment will occur only in situations where other attempts to obtain payment for past due accounts from Shipper have failed, where Shipper has filed for bankruptcy, or where Shipper has failed to provide an Alternate Credit Support as described in paragraph 13. If after the thirty (30) Day notice of service suspension or termination, Shipper has not paid in full the invoice amount due, Transporter may then give notice to Shipper and the FERC that if full payment of the invoice amount due is not received within 15 Days, Transporter will terminate this Agreement.
15. **Partial Month Rates:** (following ISD, as defined above) If the date (i) the leased capacity described above is effective and (ii) Transporter is authorized to place the leased capacity into service (the "In-Service Date" or "ISD") occurs on any date other than the first Day of a Month, then Shipper shall pay Transporter a prorated share of the negotiated rates described in Exhibit B based on the number of Days in the Month on and after the date that follows the In-Service Date divided by the total number of Days in the Month. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.
16. **Foundation and Anchor Shipper Expansion Rights.** Transporter reserves the right to pursue future system expansions that create capacity that (i) is substantially similar in length and geographic area to the Project Capacity; (ii) provides up to a total of 430,000 Dth per day of capacity (when combined with this Project Capacity) with transportation point(s) from NBPL's Bakken receipts to the Cheyenne Hub utilizing capacity on Northern Border Pipeline Company ("NBPL"), Bison Pipeline LLC ("Bison") and Fort Union Gas Gathering, L.L.C. ("FUGG"); and (iii) is scheduled to be made available to shippers for service commencing within ten (10) years of the In-Service Date of this Project Capacity ("Expansion Capacity").

In the event the Expansion Capacity rates are lower as a result of the Agreements that initial Anchor Shippers and Foundation Shippers² have entered into for the Project, then Transporter will first offer the Expansion Capacity in an open season that is limited to Anchor Shippers and Foundation Shippers ("Expansion Open Season"). Anchor and Foundation Shippers will be eligible to participate in the Expansion Open Season in proportion to their commitments to this Project. For example, in the event an Anchor Shipper subscribed to twenty percent of the capacity in this Project, then the Anchor Shipper will be eligible to bid up to twenty percent of the capacity available in the Expansion Open Season. If Anchor Shippers and Foundation Shippers do not contract for all of the Expansion Capacity in this first open season, Transporter shall offer the remaining Expansion Capacity to all other interested parties that participated in the first open season, or in a subsequent open season. For avoidance of doubt, only capacity that qualifies as Expansion Capacity (as defined herein) and meets the requirements of this Section will be offered to Anchor Shippers and Foundation Shippers before other interested parties.

² Foundation Shipper: Shipper shall be deemed a foundation shipper for the Project Capacity by submitting a qualifying bid in the open season with (i) a transportation contract for more than 125,000 Dth per day and (ii) a term of 10 years ("Foundation Shippers"). Anchor Shipper: Shipper shall be deemed an anchor shipper for the Project Capacity by submitting a qualifying bid in the open season with (i) a transportation contract demand between 50,000 Dth per day and 125,000 Dth per day and (ii) a term of ten years ("Anchor Shippers").

Agreement No. TBD

17. **Most Favored Nations.** If, on or before the In-Service Date or for a period of ten Years thereafter, Transporter is or becomes a party to any discounted or negotiated rate transportation precedent agreement ("TPA") or an agreement for firm transportation of natural gas providing service ("FTSA") with any third party related to the Project Capacity, and pursuant to such third party TPA or FTSA, Transporter agrees to provide such third party a discounted or negotiated reservation rate that is more favorable (i.e. lower) to such third party than Shipper's negotiated reservation rate reflected in Exhibit B, then Transporter shall offer the same lower reservation rate to Shipper to be effective on a prospective basis only and for the remaining term of this Agreement.

Further, regardless of Shipper's participation in any Expansion Open Season, should Expansion Capacity be awarded to a third party at a discounted or negotiated reservation rate that is more favorable (i.e. lower) to such third party than Shipper's negotiated reservation rate reflected on Exhibit B, then Transporter shall offer the same lower reservation rate to Shipper to be effective on a prospective basis only and for the remaining term of this Agreement. Transporter shall offer such lower reservation rate by notifying Shipper within thirty (30) Days of Transporter and the third-party shipper's execution of its FTSA ("Rate Notice"). Within thirty (30) Days of receipt of the Rate Notice, Shipper will notify Transporter whether Shipper wishes to amend this Agreement to include such lower reservation rate.

18. **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.

19. **Elimination of Non-Conforming Provisions:** Upon the satisfaction or waiver of any condition precedent to the obligations within this Agreement, which are memorialized in the TPA entered into on April 18, 2023, or the completion of any action which causes provisions of this Agreement to be no longer relevant, Transporter and Shipper shall execute an amendment to this Agreement [or a replacement Agreement] with each of such conditions and/or provisions omitted, but with all other terms of this Agreement unchanged.

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 _____, 2023.

Shipper:

ONEOK ROCKIES MIDSTREAM, L.L.C.

Accepted and agreed to this

_____ day of _____, 2023.

Agreement No. TBD

EXHIBIT A
 to
 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE FT
 between
WYOMING INTERSTATE COMPANY, L.L.C.
 and
ONEOK ROCKIES MIDSTREAM, L.L.C.
 (Shipper)

DATED: August 1, 2023

Shipper's Maximum Receipt Quantity ("MRQ"): (See ¶9.)
 Effective Dates: (See ¶10)

<i>Primary Point(s) of Receipt (1)</i>	<i>Primary Point(s) of Receipt Quantity (Dth per Day) (2)(3)</i>	<i>Maximum Receipt Pressure (p.s.i.g.) (4)</i>
TBD NBPL (TBD) STATELINE	200,000 (less applicable FL&U)	The MAOP of Transporter's Facilities at this Point

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (Dth per Day)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
800716 WIC/CPG (TDC) THUNDER CHIEF METER	200,000 (less applicable FL&U)	920

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 reduced by an amount equal to Transporter's FL&U Percentage which shall include all Project Capacity 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 Receipt Quantities at Point(s) of Receipt shall be equal to or less than Shipper's MRQ.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

EXHIBIT B
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 FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE FT
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WYOMING INTERSTATE COMPANY, L.L.C.
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<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	(See ¶9)	(1a)	(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>
NBPL STATELINE (TBD)	800716 Thunder Chief						
NBPL STLINETP (TBD)	896026 Owl Creek						
NBPL RAWSON (TBD)	800104 Bowie						
NBPL RAWSONTP (TBD)	800212 Dover						
NBPL KILDER (TBD)	54880 Lone Tree						
NBPL KILDERTP (TBD)	800245 Delivery Flying Hawk	(See ¶9)	(1a)	(1)	(1)	(2)	(3)
NBPL WKIL (TBD)	800184 Curley						
NBPL WKILTP (TBD)	896002 Dullknife						
NBPL SPRCRK (TBD)	896021 Rockport						
NBPL SPRCRKTP (TBD)	896018 Little Wolf						
	896084 Sitting Bull						

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): \$22.8125 per Dth per Month for the Bakken xPress Incremental Reservation Rate not subject to any maximum or minimum reservation rates. Reservation rates 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. Applicable FL&U Percentage(s) shall include third-party fuel charges resulting from the use of the capacity that Transporter may hold on other pipelines, including the Bakken Lease.

Agreement No. TBD

(3) Surcharges, If Applicable:

All applicable surcharges including third-party charges resulting from the use of the capacity that Transporter may hold on other pipelines, including the Bakken Lease, and 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.