



NOTICE OF OPEN SEASON #2026031001
Double E Pipeline, LLC
March 10, 2026

Double E Pipeline, LLC (“Double E”) owns and operates an interstate natural gas pipeline serving receipt and delivery points in Lea and Eddy Counties, New Mexico, and Loving, Ward, Reeves and Pecos Counties, Texas, including at the Waha hub (the “Double E Pipeline”). Double E is holding this open season (“Open Season”) to solicit binding bids for firm transportation service under Rate Schedule FTS of Double E’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff (“Tariff”), as further described in this notice. Capitalized terms not defined in this Open Season shall have the meaning ascribed to such terms in the Tariff.

I. Open Season.

Subject to the terms of this Open Season and Double E’s Tariff, Double E is soliciting requests for firm transportation service utilizing additional mainline capacity to be provided by compression facilities (such mainline compression, the “Project,” and associated capacity, “Project Capacity”). The estimated in-service date for Project Capacity is anticipated to be in 2028 subject to customary regulatory approvals and installation activities (the “Estimated In-Service Date”). Project Capacity may also be requested in combination with existing capacity that remains available in the interim before prior service commitments commence. The amount, location, and timing of existing capacity available now depends on the primary flow path and operating conditions. Bidders are encouraged to specify their service needs for evaluation by Double E. Bids for Project Capacity that also include existing available capacity with an earlier commencement date will also benefit in the net present value (NPV) calculation to be used to prioritize competing requests for service.

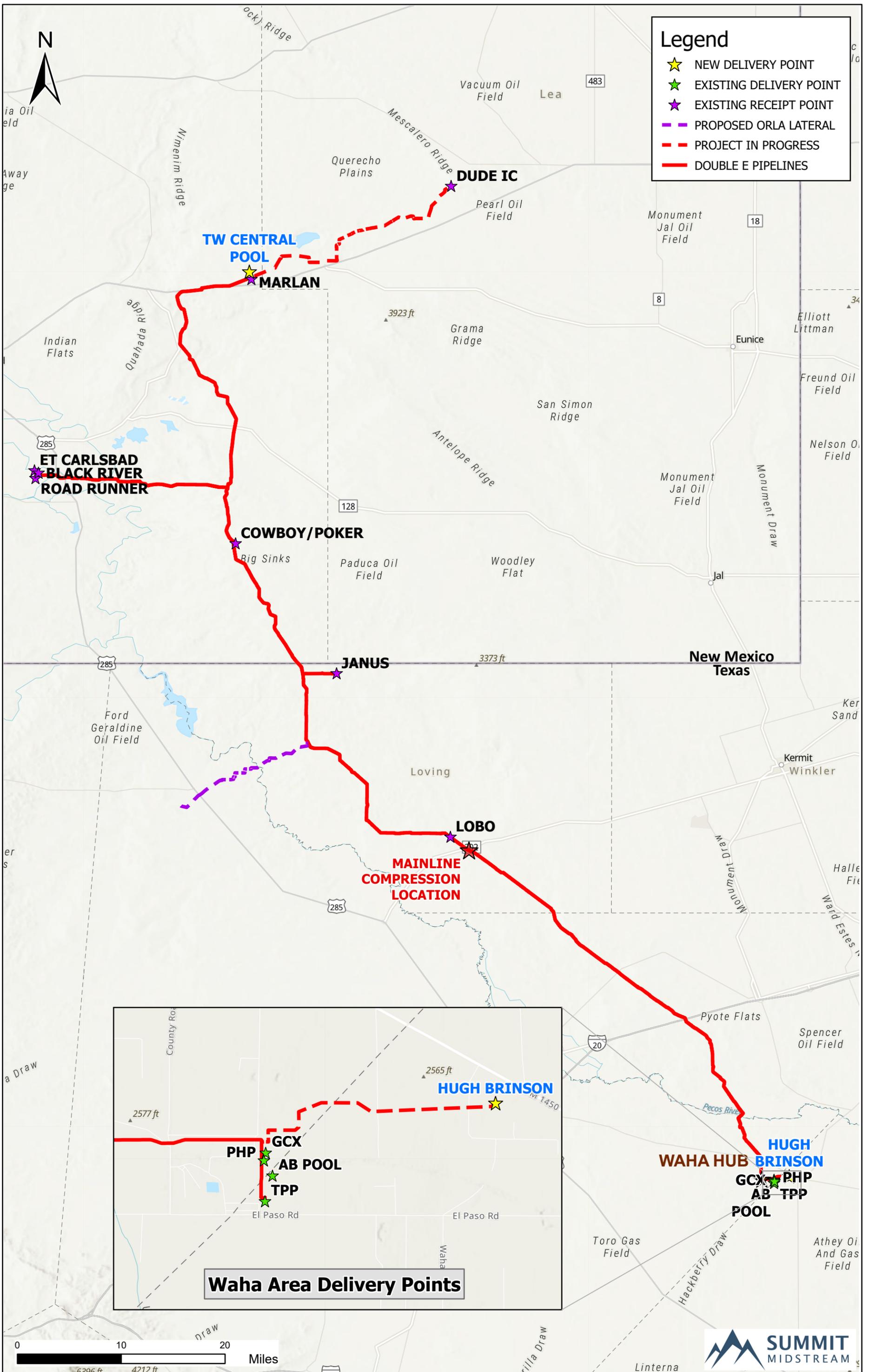
A map illustrating the general location of the Double E Pipeline system, Project Facilities, and certain existing, proposed, and prospective receipt and delivery points is set forth on the following page for reference. The map is provided for illustrative purposes only, is not intended to be exhaustive or limiting, and does not represent a commitment by Double E to construct any particular facilities or to provide service at any specific location. Double E will consider all conforming bids regardless of whether the relevant receipt or delivery point appears on the map.

[PROJECT MAP FOLLOWS]

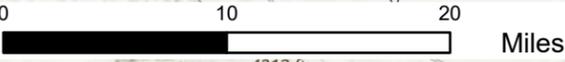


Legend

- ★ NEW DELIVERY POINT
- ★ EXISTING DELIVERY POINT
- ★ EXISTING RECEIPT POINT
- PROPOSED ORLA LATERAL
- - - PROJECT IN PROGRESS
- DOUBLE E PIPELINES



Waha Area Delivery Points





Bids in this Open Season are subject to the terms and conditions of Double E’s Tariff and of this Open Season, including the following:

A. Term; Renewal.

Double E is seeking binding bids for long-term firm transportation service under Rate Schedule FTS with a primary term of no less than ten (10) and no more than twenty (20) years. Bids must specify a requested service commencement date, but the actual service commencement date will be subject to change based upon applicable regulatory authorizations and construction of the Project. Unless otherwise agreed to by Double E, no renewal or evergreen rights will be awarded in this Open Season nor will the negotiated rate(s) apply after the end of the primary term.

B. Primary Receipt Point(s).

Conforming bids must specify one or more existing, proposed, or prospective new receipt points on the Double E Pipeline for one hundred percent (100%) of the requested daily contract demand, including without limitation the following:

Primary Receipt Points	Status
Energy Transfer Carlsbad Plant Complex	Existing
EnLink Lobo Plant Complex	Existing
EOG Janus Plant Complex	Existing
Exxon Cowboy Plant Complex	Existing
Pronto Marlan Plant Complex	Existing
San Mateo Black River Plant Complex	Existing
Targa Roadrunner Plant Complex	Existing
Producers Midstream Dude Plant Complex	Proposed*
Kinetic King’s Landing Plant Complex	Prospective**
P66 Zia Hills Plant Complex	Prospective**
OneOk Big Horn Plant Complex	Prospective**
MPLX Secretariat Plant Complex	Prospective**

* “Proposed” points are subject to installation or modification under existing interconnect agreements.

** “Prospective” points are points for which interest has been previously expressed by existing and prospective shippers but which remain subject to the execution of new interconnection and operational balancing agreements.

Bids requesting new or expanded receipt points are subject to the provisions of Section I.H below.

C. Primary Delivery Point(s).



Conforming bids must specify one or more existing or proposed new delivery points on the Double E Pipeline for one hundred percent (100%) of the requested daily contract demand.

<u>Primary Delivery Points</u>	<u>Status</u>
Enterprise Fuel Delivery	Existing
EOG Ross Draw (Fuel Delivery)	Existing
Gulf Coast Express Pipeline	Existing
Permian Highway Pipeline	Existing
Trans-Pecos Pipeline	Existing
Whitewater Agua Blanca	Existing
Hugh Brinson Pipeline	Proposed
Transwestern Central Pool	Proposed
Transwestern Desert Southwest	Proposed

Bids requesting new or expanded delivery points are subject to the provisions of Section I.H below.

D. Negotiated Reservation Rate.

Bids must specify the negotiated reservation rate at which service is requested. Double E reserves the right to reject any bid at a negotiated rate that Double E otherwise determines is uneconomic in its sole discretion.

E. Usage Rate.

Bids must specify the negotiated usage rate at which service is requested.

F. Authorized Overrun Rate.

Double E will consider bids proposing the maximum authorized overrun rate or a negotiated authorized overrun rate.

G. Other Charges.

Bidders awarded Project Capacity in this Open Season will be subject to the Annual Charge Adjustment, Gas for Transporter's Use, and all other applicable charges and surcharges specified in Double E's Tariff, as may be in effect from time-to-time.

H. New Receipt and Delivery Points and Other Facilities.

Any requests for new receipt or delivery points, or requests exceeding the available capacity at existing points, will be evaluated by Double E on a case-by-case basis and are subject to such terms and conditions in the form of PA provided by Double E. Double E will evaluate a service request form ("SRF") for which new facilities



would be required based on, among other things, capital cost responsibility, interconnect requirements, timing, hydraulic feasibility, and the ability to obtain necessary rights-of-way and regulatory approvals at costs and on terms acceptable to Double E.

II. Open Season Period.

This Open Season will commence as of the date hereof and will end on the earlier of 2:00 p.m. Central Time on Friday, May 15, 2026, and the date terminated by Double E (the “Bid Period”). Double E reserves the right to extend, shorten, or otherwise alter the Bid Period at any time during the Open Season.

III. Submission of Bids.

A prospective bidder wishing to participate in this Open Season (“Bidder”) must first complete, sign, and deliver to Double E: (i) a confidentiality agreement using the form attached hereto as Attachment 1 (the “NDA”); and (ii) a SRF in the form attached hereto as Attachment 2 (the “SRF”). Bidder’s signed SRF and NDA should be submitted electronically in .pdf format via email to DoubleECommercial@summitmidstream.com and Legal@summitmidstream.com.

Following Double E’s receipt of a signed NDA and SRF from the Bidder, Double E will provide the Bidder with a form of precedent agreement (the “PA”) consistent with the relevant commercial terms of the Bidder’s signed SRF as proposed by Double E. The PA will include as attachments thereto certain additional Project agreements, including without limitation: a form of Firm Transportation Service Agreement under Rate Schedule FTS of Double E’s Tariff (the “FTSA”), and a Negotiated Rate Letter Agreement (the “NRA”). Double E reserves the right to reject any proposed revisions to the NDA, the SRF, the PA, the FTSA, and the NRA, as Double E deems necessary or desirable in its sole discretion.

An eligible bid in this Open Season, in addition to meeting the other requirements of this Open Season, must include a completed and signed PA, FTSA, and NRA in the form provided by Double E, which shall be binding on the Bidder. To the extent that the Bidder is awarded firm transportation service following the Open Season, Double E shall return countersigned copies of the PA, the FTSA, and the NRA, at which point all such documents shall become fully effective and binding on both parties, subject to the terms and conditions therein.

In order to be considered eligible to be awarded any of the Project Capacity described in Section I above following the conclusion of this Open Season, the Bidder must submit to Double E prior to the end of the Bid Period the following:

- (1) A completed and signed PA, FTSA, and NRA in the forms provided by Double E, which shall be binding on the Bidder as of the date thereof;



- (2) Any and all creditworthiness information and credit support as may be required by the PA;
- (3) To the extent applicable, and as may be required by Double E, information demonstrating Bidder's entitlement to receive from and deliver to any Receipt Point or Delivery Point (existing or potential) and to cause and fully fund the construction or modification of any facilities required for such receipts and deliveries.

Binding Nature of Bids.

By submitting the signed PA, FTSA, and NRA, the Bidder acknowledges and agrees that the submission constitutes a binding commitment of Bidder with respect to the commercial terms specified in the PA, FTSA, and NRA, including without limitation the proposed rate(s), term, daily contract demand, and receipt and delivery point(s) (collectively, the "Locked Commercial Terms"). No change or addition to the Locked Commercial Terms will be accepted after submission thereof except in Double E's sole discretion. To the extent that the Bidder is awarded any firm transportation service following the conclusion of the Open Season, Double E shall countersign the PA, FTSA, and NRA, at which point all such documents shall become fully binding on both parties subject to the terms thereof.

IV. Evaluation Method.

If Double E receives acceptable bids for firm transportation service that, in the aggregate, exceed the available Project Capacity, Double E will award Project Capacity to the bidder(s) submitting the bid(s) that provide the highest NPV per Dth of daily contract demand, calculated as follows:

$$NPV/Dth = \sum_n [R \times (1/(1+i)^n)] / Dth$$

Where:

Σn = summation of months 1 through n

n = term in months

R = incremental monthly free cash flow generated by the reservation rate

Dth = daily contract demand of the bid

i = monthly discount factor of 0.8333%

Double E will evaluate bids on a per-Dth basis and will select the combination of bids that produces the highest blended NPV per Dth of daily contract demand across all awarded Project Capacity. Double E reserves the right to accept any one bid or combination of bids that, in Double E's determination, maximizes the overall value to Double E.



Bids will also be burdened with the cost of capital and risk of construction for those facilities required to be constructed in order to provide the requested service unless the prospective shipper and Double E have otherwise agreed before the end of the Bid Period that prospective shipper shall be fully responsible for such cost and risk in a form satisfactory to Double E.

Double E will also consider the date on which service is requested or estimated to commence in evaluating the NPV and overall value of the bid.

In addition, Double E will consider any conditionality or contingency of the requested service stated in or implied by the bid.

Proration.

In the event that the Open Season is oversubscribed, Double E may award a Bidder a quantity of Project Capacity that is less than the daily contract demand specified in such Bidder's Service Request Form. A Bidder may specify a minimum acceptable daily contract demand ("Minimum Acceptable Volume") in its Service Request Form. If a Bidder specifies a Minimum Acceptable Volume, however, Double E may reject such bid if the capacity is insufficient to satisfy the Minimum Acceptable Volume. If a Bidder does not specify a Minimum Acceptable Volume in its Service Request Form, the Bidder shall be deemed to have agreed to accept any quantity less than the total contract demand requested on the same Locked Commercial Terms unless Double E agrees otherwise.

For the avoidance of doubt, the rate(s) proposed in a Service Request Form shall apply on a per-Dth basis regardless of the firm transportation quantity ultimately awarded to the Bidder.

V. Reservations.

Without limiting or waiving any other rights that Double E may have with respect thereto, this Open Season is subject to the following reservations, in each case to be exercised by Double E in its sole discretion.

1. Double E reserves the right, at any time during the Open Season and upon notice, to terminate the Open Season, to extend or shorten the Bid Period, to modify the terms of the Open Season, to conduct one or more additional open seasons for the Project Capacity, and to not award any requests for service submitted in this Open Season.
2. Double E reserves the right to contract with shippers for firm transportation service at any time, including during the Bid Period.
3. Double E reserves the right to reject any bid that it determines, in its sole discretion, to be incomplete, non-conforming, uneconomic, inconsistent with the terms of this



Open Season, or otherwise not in the interests of the Project, including without limitation any bid that proposes discounted rates, contains conditions not contemplated by this Open Season, or fails to satisfy Double E's creditworthiness requirements.

4. Double E is not obligated to construct any facilities beyond the midpoint compression facilities comprising the Project. When evaluating bids that require the construction of new receipt or delivery point facilities, Double E will consider, among other things, capital cost responsibility, timing, hydraulic impact on the Double E Pipeline system, right-of-way feasibility, regulatory requirements, and the overall economic impact on the Project. Double E will make construction decisions in its sole discretion based on what is in the best interests of the Project and the Double E Pipeline system as a whole. The economic impact of any proposed new facilities, including the allocation of capital costs, will be reflected in Double E's evaluation of the NPV per Dth of the applicable bid.
5. Double E reserves the right to determine in its sole discretion whether sufficient commercial support exists to continue to develop and advance the Project.

VI. Contact Information.

For further information concerning this Open Season, including requests for an NDA, please contact the following individuals:

<u>Name</u>	<u>Email</u>	<u>Phone</u>
Juan Cardona	Juan.Cardona@summitmidstream.com	(832) 930-7816



Attachment 1
Confidentiality Agreement



CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“**Agreement**”) dated as of _____, 2026 (“**Effective Date**”), is by and between DOUBLE E PIPELINE, LLC, a Delaware limited liability company (“**Double E**”), and _____, a(n) _____ (“**Counterparty**”). Double E and Counterparty are referred to herein each individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the Parties desire to enter into discussions with each other regarding a potential transaction for firm transportation services on the Double E Pipeline, an interstate natural gas pipeline system located in New Mexico and Texas (the “**Opportunity**”).

WHEREAS, in connection with the Opportunity, each Party may disclose to the other certain proprietary and non-public information, and each Party desires to protect the confidentiality of such information in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises, the benefits to be derived therefrom by the Parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- a. “**Affiliates**” of a Party shall mean such Party’s Parent Company and all of such Party’s Affiliated Companies.
- b. “**Affiliated Companies**” shall mean, with respect to a Party, any and all entities in which the Party or its Parent Company has a direct or indirect Controlling Interest.
- c. “**Confidential Information**” includes all of the following information unless otherwise expressly excluded by Section 2 of this Agreement: information and material, in tangible or intangible form (including, without limitation, technical, operating, business, environmental, and financial information), relating to the Opportunity, which a Disclosing Party or its Representatives provides to a Receiving Party or its Representatives in connection with the Opportunity, including but not limited to this Agreement, and all correspondence, notes, analyses, charts, memoranda, graphs, data, summaries, and other material derived or prepared by a Receiving Party or its Representatives from the inspection or review of such information; *provided, however, that* “Confidential Information” shall not include information Double E discloses pursuant to requirements of the FERC or the Tariff.



- d. “**Controlling Interest**” shall mean the ownership of fifty percent (50%) or more of the voting stock or other equity or ownership interests in an entity or the ownership of such other interests that grant to the owner or holder thereof the ability to direct the management or policies of an entity, whether through the ownership of voting rights, by contract, or otherwise.
- e. “**Disclosing Party**” means, with respect to any item of Confidential Information, the Party that discloses or causes to be disclosed such Confidential Information.
- f. “**FERC**” means the Federal Energy Regulatory Commission or any successor regulatory authority.
- g. “**Parent Company**” shall mean, with respect to a Party, an entity having a Controlling Interest in such Party.
- h. “**Receiving Party**” means, with respect to any item of Confidential Information, the Party that receives such Confidential Information.
- i. “**Representatives**” means a Receiving Party, its Affiliates, and its and their respective officers, directors, employees, partners, members, agents, lenders, potential sources of financing, consultants, and legal and financial advisors.
- j. “**Tariff**” means Double E’s FERC Gas Tariff as effective from time to time.

2. **EXCLUSION.**

Confidential Information shall not include any information that the Receiving Party can show:

- a. was already in the possession of the Receiving Party prior to the Effective Date without obligation of confidentiality;
- b. is developed by the Receiving Party or its Representatives without the use of the Confidential Information;
- c. was, is or becomes publicly available other than as a result of disclosure thereof (i) by the Receiving Party or its Representatives in breach of this Agreement or (ii) by a party other than the Disclosing Party or its Representatives who, to the best of the knowledge of the Receiving Party or its Representatives, is in breach of any confidentiality and/or non-use obligations it owes to the Disclosing Party or its Representatives; or
- d. is or becomes rightfully acquired by the Receiving Party or its Representatives without obligations of confidentiality or restrictions as to use, from a party other than the Disclosing Party or its Representatives, who, to the best of the knowledge



of the Receiving Party or its Representatives, was not under a contractual or other obligation of confidentiality and/or non-use.

3. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.

Subject to the provisions of Section 5, and except as otherwise provided herein, each Receiving Party shall (i) keep in strict confidence the Disclosing Party's Confidential Information; (ii) not, without the express prior written consent of the Disclosing Party, disclose or permit Confidential Information to be disclosed to anyone other than the Receiving Party's Representatives who have a legitimate need to review and evaluate the Confidential Information in connection with the Opportunity; and (iii) not use, and not permit its Representatives to use, the Disclosing Party's Confidential Information for the Receiving Party's or its Representatives' own benefit other than in connection with the Opportunity. Any person receiving Confidential Information pursuant to (ii) above shall be informed by the Receiving Party of and be made aware of this Agreement, the confidential nature of the Confidential Information, and the other terms and conditions of this Agreement. Each Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives to the same extent as if its Representatives were parties hereto, and each Receiving Party agrees to take at its sole expense all commercially reasonable measures to restrain its Representatives from any prohibited or unauthorized use or disclosure of the Confidential Information.

4. RETURN OF CONFIDENTIAL INFORMATION.

Promptly following the earlier to occur of (a) the expiration of the term specified in Section 12 below, and (b) termination of this Agreement, the Receiving Party shall exercise reasonable efforts to, at the Receiving Party's option, either return or cause to be returned to the Disclosing Party or destroy all Confidential Information and any copies thereof. Return or destruction of the Confidential Information shall not extinguish the obligations and liabilities of the Receiving Party and its Representatives for non-disclosure and non-use specified herein, which obligations and liabilities shall remain in full force and effect for the survival period specified in Section 12 below. Notwithstanding the foregoing, (i) the Receiving Party may retain copies of Confidential Information as required by applicable law, regulation, or bona fide internal compliance or document retention policies, and (ii) the Receiving Party shall not be deemed to have retained or failed to destroy any Confidential Information contained on servers or backup sources if such Confidential Information is deleted from local hard drives and no attempt is made to recover such Confidential Information from such servers or backup sources. In each case, any retained Confidential Information shall remain subject to the terms of this Agreement.

5. COMPELLED DISCLOSURES AND NON-WAIVER OF PRIVILEGE.

If a Receiving Party or any of its Representatives concludes that it is legally compelled (by oral questions, interrogatories, requests for information, subpoena of documents, civil investigative demand, or similar process, or otherwise pursuant to applicable law, rule, or



regulation, including the rules and regulations of the Securities and Exchange Commission and any national stock exchange) to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice of each such request so that the Disclosing Party may seek an appropriate protective order and/or waive the Receiving Party's obligation to comply with the provisions of this Agreement. Notwithstanding the foregoing, if in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party or any of its Representatives is, in the opinion of its counsel, compelled to disclose Confidential Information, the Receiving Party or its Representatives, as applicable, may disclose without liability hereunder (but with at least five (5) business days' prior written notice to the Disclosing Party) only that portion of Confidential Information that, in the opinion of counsel, is legally required; *provided, however, that* the Receiving Party or its Representatives, as applicable, shall use commercially reasonable efforts to assure that confidential treatment will be accorded to any such Confidential Information disclosed.

To the extent that any Confidential Information may include materials subject to the attorney-client privilege, work-product doctrine, or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, the Parties recognize and agree that they have a commonality of interest with respect to such matters, and it is the desire, intention, and mutual understanding of the Parties that the disclosure of such Confidential Information is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work-product doctrine, or any other applicable privilege. All Confidential Information disclosed by either Party that is entitled to protection under the attorney-client privilege, work-product doctrine, or any other applicable privilege shall remain entitled to such protection under these privileges, this Agreement, and under the joint defense doctrine.

6. NO REPRESENTATIONS, WARRANTIES, OR LIABILITY.

EACH RECEIVING PARTY AND ITS REPRESENTATIVES ACKNOWLEDGE THAT THE DISCLOSING PARTY AND ITS REPRESENTATIVES MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, OR COVENANTS AS TO THE ACCURACY AND/OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION, AND AGREE THAT NEITHER THE DISCLOSING PARTY NOR ITS REPRESENTATIVES SHALL HAVE ANY LIABILITY WHATSOEVER TO THE RECEIVING PARTY OR ITS REPRESENTATIVES FOR ANY USE MADE BY THE RECEIVING PARTY OR ITS REPRESENTATIVES OF THE CONFIDENTIAL INFORMATION, OR ANY ERRORS THEREIN OR OMISSIONS THEREFROM. EACH RECEIVING PARTY AND ITS REPRESENTATIVES SHALL RELY SOLELY UPON THEIR OWN INDEPENDENT ESTIMATES, COMPUTATIONS, EVALUATIONS, REPORTS, STUDIES, AND KNOWLEDGE WITH RESPECT TO THE OPPORTUNITY. DISCLOSING PARTY AND ITS REPRESENTATIVES ARE NOT OBLIGATED PURSUANT TO THIS AGREEMENT TO UPDATE, SUPPLEMENT, OR AMEND THE CONFIDENTIAL INFORMATION AS A RESULT OF SUBSEQUENT EVENTS OR DEVELOPMENTS OR OTHERWISE. EACH PARTY AGREES THAT IT



SHALL BE ENTITLED TO RELY ONLY ON ANY REPRESENTATIONS OR WARRANTIES MADE TO IT BY THE OTHER IN ANY FINAL AGREEMENT (AS DEFINED IN SECTION 15).

7. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO RULES CONCERNING CONFLICTS OF LAW. EACH PARTY AGREES THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT SHALL BE BROUGHT SOLELY IN ANY STATE OR FEDERAL COURT SITTING IN HARRIS COUNTY, TEXAS. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING IN ANY SUCH COURT, ANY OBJECTION TO VENUE WITH RESPECT TO ANY SUCH ACTION OR PROCEEDING, AND ANY RIGHT OF JURISDICTION ON ACCOUNT OF THE PLACE OF RESIDENCE OR DOMICILE OF EITHER PARTY HERETO.

EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY AND ALL CLAIMS OR RIGHTS THAT SUCH PARTY OR ITS SUCCESSORS AND ASSIGNS MAY HAVE TO ANY TRIAL BY JURY ON ANY ISSUE ARISING OUT OF ANY LITIGATION OR DISPUTES UNDER THIS AGREEMENT.

8. INJUNCTIVE RELIEF; SPECIFIC PERFORMANCE.

Each Party acknowledges that a breach of this Agreement by a Receiving Party may cause irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy. Accordingly, each Disclosing Party shall be entitled to seek injunctive relief and specific performance in addition to any other remedies available at law or in equity. Neither Party, their Affiliates, nor their Representatives shall be liable for punitive, consequential, incidental, or special damages under this Agreement.

9. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding and agreement between the Parties with respect to its subject matter and supersedes all previous communications, both oral and written, representations, and understandings between the Parties with respect to the subject matter of this Agreement.

10. AMENDMENT; WAIVER.

No amendment, modification, or discharge of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or Representatives. No failure in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or



partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

11. NO OFFER.

The sole purpose of this Agreement is to provide for the exchange of Confidential Information in connection with the Opportunity while protecting and governing the confidentiality and use of the Confidential Information in accordance with the terms hereof. The exchange of Confidential Information hereunder does not constitute an offer by either Party or any of its Affiliates. Either Party and/or its Affiliates may cease disclosure of Confidential Information hereunder, and either Party and/or its Affiliates may discontinue discussions or negotiations at any time for any reason or no reason without liability to the other Party and/or its Affiliates. However, such departure from negotiations shall not extinguish any rights or obligations which either Party has under this Agreement.

12. TERM AND SURVIVAL.

The confidentiality and non-use obligations under this Agreement shall remain in full force and effect for a period of two (2) years from the Effective Date. The provisions of this Agreement that by their nature are intended to survive the expiration of such period (including Section 6, Section 7, Section 8, Section 9, and Section 17) shall continue as valid and enforceable obligations notwithstanding such expiration.

13. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any executed counterpart transmitted by electronic communication in portable document format (.pdf) or similar transmission by either Party shall be deemed an original and shall be binding upon such Party.

14. PUBLICITY.

Neither Party shall issue any press release, advertisement, public announcement, or other form of publicity which includes information regarding the Opportunity or this Agreement without the prior written consent of the other Party; *provided, however, that* Double E and its owners may include information regarding the Opportunity as may be required in their reasonable discretion to comply with federal securities laws.

15. RELATIONSHIP OF THE PARTIES; WAIVER OF CERTAIN RIGHTS.

NEITHER PARTY NOR ANY OF ITS REPRESENTATIVES HAS THE RIGHT OR THE POWER TO BIND THE OTHER PARTY OR ANY OF ITS AFFILIATES TO ANY CONTRACTUAL OBLIGATION WHATSOEVER, AND NEITHER PARTY NOR ANY OF ITS AFFILIATES WILL ACT, OR HOLD ITSELF OUT, AS THE AGENT, PARTNER, JOINT VENTURER, EMPLOYEE, OR REPRESENTATIVE OF THE



OTHER PARTY OR ANY OF ITS AFFILIATES. THE EXECUTION AND PERFORMANCE OF THE TERMS OF THIS AGREEMENT AND ANY OTHER COURSE OF DEALING BY THE PARTIES AND/OR THEIR REPRESENTATIVES SHALL NOT BE DEEMED TO CREATE A JOINT VENTURE, PARTNERSHIP, OR OTHER SIMILAR ARRANGEMENT, OR TO CREATE ANY FIDUCIARY RELATIONSHIP BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES, AND THE PARTIES (ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE AFFILIATES) ACKNOWLEDGE AND AGREE THAT, UNLESS AND UNTIL A FINAL DEFINITIVE WRITTEN AGREEMENT BETWEEN THE PARTIES AND/OR THEIR RESPECTIVE AFFILIATES WITH RESPECT TO THE OPPORTUNITY HAS BEEN APPROVED BY EACH PARTY'S (OR THEIR AFFILIATES', AS APPLICABLE) EXECUTIVE MANAGEMENT AND/OR BOARD OF DIRECTORS, AS REQUIRED BY EACH PARTY'S (OR ITS AFFILIATES', AS APPLICABLE) INTERNAL POLICIES AND PROCEDURES, AND HAS BEEN EXECUTED AND DELIVERED BY THE PARTIES AND/OR THEIR AFFILIATES (A "FINAL AGREEMENT"), AND THEN ONLY TO THE EXTENT OF THE SPECIFIC TERMS OF SUCH FINAL AGREEMENT, THE PARTIES AND THEIR RESPECTIVE AFFILIATES DO NOT INTEND TO (I) FORM A JOINT VENTURE, PARTNERSHIP, OR OTHER SIMILAR ARRANGEMENT, (II) CREATE ANY FIDUCIARY RELATIONSHIP BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES, OR (III) CREATE ANY OTHER LEGAL RIGHTS OR OBLIGATIONS WITH RESPECT TO EACH OTHER OR ANY OF THEIR RESPECTIVE AFFILIATES, EXCEPT FOR THE RIGHTS AND OBLIGATIONS SPECIFICALLY AGREED TO HEREIN. NO CONDUCT, COMMUNICATION, OR PUBLIC PRESS RELEASE BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES SHALL BE INTERPRETED OR DEEMED AS (I) CREATING SUCH A RELATIONSHIP OR INTENT TO CONSTITUTE AN AGREEMENT, OR (II) A WAIVER OF THE REQUIREMENT THAT A FINAL AGREEMENT BE EXECUTED AND DELIVERED BY THE PARTIES AND/OR THEIR RESPECTIVE AFFILIATES TO CREATE SUCH A RELATIONSHIP OR INTENT TO CONSTITUTE AN AGREEMENT, AND ANY WAIVER OF SUCH REQUIREMENT MUST BE IN A SIGNED WRITING BETWEEN THE PARTIES AND/OR THEIR RESPECTIVE AFFILIATES.

FURTHERMORE, THE PARTIES (ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE AFFILIATES) ACKNOWLEDGE AND AGREE THAT, UNLESS AND UNTIL A FINAL AGREEMENT BETWEEN THE PARTIES AND/OR THEIR RESPECTIVE AFFILIATES WITH RESPECT TO THE OPPORTUNITY HAS BEEN EXECUTED AND DELIVERED, AND THEN ONLY TO THE EXTENT OF THE SPECIFIC TERMS OF SUCH FINAL AGREEMENT, EACH PARTY (ON BEHALF OF ITSELF AND ITS AFFILIATES) HEREBY WAIVES (A) ANY FIDUCIARY DUTY (WHETHER ARISING OUT OF STATUTE, COMMON LAW, OR IN EQUITY) OWING TO SUCH PARTY OR ANY OF ITS AFFILIATES, INCLUDING, WITHOUT LIMITATION, FIDUCIARY DUTIES ARISING OUT OF THE FORMATION OF ANY STATE LAW PARTNERSHIP BETWEEN THE PARTIES AND/OR ANY OF THEIR RESPECTIVE AFFILIATES, AND (B) ANY RIGHT TO ALLEGE THE FORMATION OF A PARTNERSHIP OR OTHER JOINT VENTURE BETWEEN THE PARTIES AND/OR ANY OF THEIR RESPECTIVE AFFILIATES. FURTHER, EACH PARTY (ON BEHALF OF ITSELF AND ITS AFFILIATES) HEREBY AFFIRMATIVELY COVENANTS NOT TO SUE THE OTHER PARTY OR ANY OF ITS AFFILIATES ALLEGING: (1) THE FORMATION OF A PARTNERSHIP OR JOINT VENTURE, OR (2) A BREACH OF A FIDUCIARY DUTY. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, THE PARTIES EXPRESSLY DISAVOW THE FIVE-FACTOR TEST FOR A PARTNERSHIP SET FORTH IN SECTION 152.052 OF THE TEXAS BUSINESS ORGANIZATIONS CODE AND THE "TOTALITY OF



THE CIRCUMSTANCES” TEST AS SET FORTH IN *INGRAM V. DEERE*, 288 S.W.3D 886 (TEX. 2009).

16. ASSIGNMENT.

Either Party may assign its rights and obligations under this Agreement with the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. Any attempted assignment otherwise without the prior written consent of the other Party shall be null and void.

17. NOTICES.

All notices, consents, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when received by the addressee if sent by Express Mail, Federal Express, or other express delivery service (receipt requested), (c) five (5) business days after being placed in the United States mail, by first class postage or registered or certified mail, return receipt requested, or (d) by electronic email (with acknowledgment of receipt via a return electronic mail from the recipient), in each case to the appropriate address or electronic mail address below (as such address may be changed from time to time upon written notice given by the Party desiring to change such address or electronic mail address):

If to Double E:

Double E Pipeline, LLC
c/o Summit Midstream Partners, LP
910 Louisiana Street, Suite 4200
Houston, Texas 77002
Attention: Chris Tennant, SVP & Chief Commercial Officer
Email: Chris.Tennant@summitmidstream.com

With a copy to: Legal@summitmidstream.com

If to Counterparty:

[●]

[●]

[●]

Attention: [●]

Email: [●]

18. THIRD PARTY BENEFICIARIES.

This Agreement is for the sole benefit of the Parties, their respective successors and permitted assigns, and shall not inure to the benefit of any other person whomsoever, it



being the intention of the Parties that no third person shall be deemed a third-party beneficiary of this Agreement.

19. SEVERABILITY.

If any term, provision, or condition of this Agreement, or any application thereof, is held invalid, illegal, or unenforceable in any respect under any law, this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such law, and to the extent such term, provision, or condition cannot be so reformed, then such term, provision, or condition shall be deemed deleted from this Agreement, and the validity, legality, and enforceability of the remaining terms, provisions, and conditions contained herein shall not in any way be affected or impaired thereby.

[Signature Page Follows]



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DOUBLE E PIPELINE, LLC

By: _____

Name: _____

Title: _____

[COUNTERPARTY]

By: _____

Name: _____

Title: _____



Attachment 2
Service Request Form

Double E Pipeline, LLC
Service Request Form
Open Season #2026031001

Shipper Information:

Company Name: _____

Primary Contact: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

Receipt and Delivery Points:

Receipt Point(s)	Quantity (Dth/d)	Delivery Point(s)	Quantity (Dth/d)	Commencement Date

Note: The sum of receipt point quantities must equal the sum of delivery point quantities.

Minimum Acceptable Volume (Optional):

Minimum Acceptable Daily Contract Demand: _____ Dth/d

(If left blank, Bidder agrees to accept any quantity of Project Capacity awarded by Double E.)

Term:

Contract Term (in Years): _____



Proposed Rates (Select One Option in Each Section):

Monthly Reservation Rate:

Negotiated Rate: _____

Usage Rate:

Negotiated Rate: _____

Authorized Overrun Rate:

Applicable Maximum Recourse Rate

Negotiated Rate: _____

New Facilities (if applicable):

If this bid requires the construction of new receipt or delivery point facilities, please describe the proposed facilities, location, and the Bidder's proposed allocation of capital costs:

Additional Information to Clarify Binding Bid:

Proposed Form of Financial and/or Credit Assurance:

This Service Request Form is Submitted by:

(Company Name)

By: _____

Name: _____

Title: _____

Date: _____