

KINETICA ENERGY EXPRESS, LLC
BLUEWATER COMPRESSION PROJECT

NON-BINDING OPEN SEASON

Kinetica Energy Express, LLC (“KEE”) is conducting this Non-Binding Open Season (the “Open Season”) to solicit interest in its proposed Bluewater Compression Project (the “Project”).

The Project is designed to address growing natural gas availability at the Western terminus of KEE’s Bluewater System (“the Bluewater”) and increased demand at various points along the Eastern portion of the Bluewater by providing increased capacity from receipt points in western Louisiana and delivery points in Eastern Louisiana. The Project will provide increased delivery capacity to major downstream takeaway pipelines which serve LNG projects, river corridor industrial markets, power generation and processing facilities in Eastern Louisiana area markets.

The Project will not require the construction of any new pipelines, but rather will increase the delivery capacity of the Bluewater which is currently operated only on the basis of delivery and receipt point pressure differentials. The Project entails the installation of two Solar T70 compressors at two sites on the KEE system that formerly housed compressors. One compressor will be installed at KEE’s Pecan Island Station and the other at KEE’s Cocodrie Station. The Project will increase the Bluewater’s West to East deliverability from approximately 125 million scf to approximately 500 million scf. The existing Bluewater facilities will accommodate the full design capacity of the Project and will provide increased receipt and delivery capacity to existing and future points without any further modification or construction other than that required to make those connections.

A map showing the proposed compressor locations on the Bluewater is attached as Exhibit C. Additional system maps are available at <https://www.kineticallc.com> under the “Maps” tab.

Service is currently anticipated to commence before April 2027.

Open Season/Submission of Non-Binding Bids

This Non-Binding Open Season will commence at 9:00 a.m. CST on September 18, 2025 and will close approximately thirty (30) days later at 2:00 p.m. CST on October 17, 2025 (the “Open Season Period”).

Interested parties must submit a completed Non-Binding Bid Form (attached as Exhibit A) to participate. Bids should be submitted by email to:

- blake.arnold@kineticallc.com
- legal@kineticallc.com

Upon receipt of a completed Bid Form and Confidentiality Agreement, KEE will provide the potential shipper with the form of binding precedent agreement for the Project (a “Precedent Agreement”).

The Precedent Agreement will provide each shipper the option to elect:

- Service at the applicable recourse rate established under KEE’s FERC Gas Tariff (when effective), or
- Service at a negotiated reservation rate to be offered by KEE (which may vary depending on the shipper’s volume commitment, term, and delivery selections).

Participation in this Non-Binding Open Season does not obligate KEE or any bidder to execute definitive agreements, but will inform KEE’s development, scope, and negotiation of such agreements.

Project Scope and Capacity

The Project is expected to provide approximately 500,000 Dth/day of firm eastbound capacity from Acadia and Vermilion Parish(s) Receipt Points to delivery points at or near Terrebonne, Lafourche and Plaquemine Parish.

Capacity awarded pursuant to this Open Season may be made available through:

1. Installation of new compressors at existing facilities.
2. Modifications, appurtenances, or installation of customary connecting facilities, as needed to meet the needs of subscribing shippers.

Indicative Terms and Rate Structure

KEE proposes to offer firm transportation service for the Project on either:

- The applicable recourse rate established under KEE’s current FERC Gas Tariff, or
- A Fixed Negotiated Rate to be determined with individual shippers based on volume commitment, term, and delivery point selections.

Indicative negotiated rate range: **\$0.15 - \$0.30** per Dth/day of MDQ.

- Minimum Primary Term: five (5) years.
- Fuel, Gas Loss & Unaccounted for (GL&U): Actual.

Shippers will also pay:

- Applicable commodity charges (if any)
- Annual Charge Adjustment (ACA) surcharge

- Any other applicable charges or surcharges in effect from time to time under KEE's FERC Gas Tariff.

Anchor Shipper Status

KEE may designate certain shippers as Anchor Shippers for the Project, based on criteria designed to encourage early, long-term commitments that support the development and financing of the Project.

Anchor Shipper Qualification Criteria:

- A minimum daily quantity ("MDQ") commitment of **100,000 Dth/day**.
- A preferred minimum primary term of **ten (10)** years from the Project commencement date.
- Execution of a binding Precedent Agreement on or before thirty (30) days after the close of the Open Season.

Anchor Shipper Benefits:

- A commitment that Anchor Shippers' Project Capacity will not be subject to proration in the event of oversubscription.
- Contractual extension or renewal rights.
- Most-Favored Nations (MFN) rate protections.
- Optional interim capacity if available before the Project in-service date.

The specific qualification criteria and benefits for Anchor Shippers will be set forth in individual Precedent Agreements negotiated with qualifying shippers.

Interested parties are encouraged to indicate in their Non-Binding Bid Form if they wish to be considered for Anchor Shipper status.

Receipt and Delivery Points

Primary Receipt Point:

- Receipt Points
 - Columbia Gulf Egan, Acadia parish Meter No. 012815
 - New constructed points (i.e. NGPL, Sabine, ANR, Trunkline, Bridgeline, Acadian, Egan Hub, TGT, etc.)

Primary Delivery Point(s) (via [Interconnecting Pipeline] [Name and Meter No.]):

- Delivery Points

- Kinder-Morgan (TGP) Cocodrie Meter No. TBD
- Boardwalk (Gulf South) Lirette Meter No. TBD
- Oneok (LIG) Lirette Meter No. 020554
- Kinder-Morgan (TGP) Port Sulphur Meter No. 024000
- Venice plant Meter No. 020568

Bidders may also propose other receipt and delivery points for KEE's consideration on a not unduly discriminatory basis, subject to capacity and system design.

Evaluation Method and Award Process

Participation in this Open Season shall be considered non-binding.

Upon conclusion of the Open Season Period, KEE will evaluate all Non-Binding Bids using a total net present value ("NPV") methodology, consistent with FERC policy. The indicative NPV calculation will be:

$$NPV = \sum [R / (1+i)^n]$$

where:

- Σ = sum over term months 1 through n
- R = incremental monthly reservation revenue
- i = monthly discount factor (0.8333%)
- n = term in months (minimum 84 months for the minimum primary term, or up to 120 months or more if proposed)

If total requested capacity exceeds available Project Capacity, KEE will:

- First award capacity to Anchor Shippers (if applicable) that meet the defined criteria.
- Next award remaining capacity to other bids in descending NPV order.
- In the case of equal NPVs, allocate capacity on a pro-rata basis.

Non-Discrimination Statement:

KEE will conduct this Open Season, including evaluation and award of capacity, on a not unduly discriminatory basis, consistent with applicable FERC policy and its FERC Gas Tariff.

FERC Filing Intent:

KEE anticipates filing executed Precedent Agreements with FERC as part of any future certificate application to demonstrate market support.

Credit Requirements

Prior to executing any definitive agreements, all shippers must:

- Demonstrate creditworthiness acceptable to KEE, or
- Provide alternative credit assurances acceptable to KEE.

Credit evaluation will be consistent with the process outlined in the Precedent Agreement.

Commencement of Service

Transportation service under the Project is anticipated to commence on or about April 2027.

Contact Information

For Bid Submissions and Commercial Inquiries:

- Blake Arnold, VP Commercial & Business Development
 - Email: Blake.Arnold@kineticallc.com
- Bill Prentice, VP & General Counsel
 - Email: legal@kineticallc.com

Website for Updates: kineticallc.com

Legal Disclaimer

This Non-Binding Open Season is subject to all applicable laws, rules, orders, and regulations of authorities having jurisdiction.

Participation in this Open Season does not obligate any party to enter into binding transportation service agreements unless and until such agreements are executed.

All submissions will be treated as confidential and will not be disclosed except as authorized by the bidder or as required by law or regulation.

Any negotiated rates, terms, and conditions offered in connection with the Project will be subject to the applicable terms of KEE's FERC Gas Tariff, and to any necessary FERC approval.

EXHIBIT A –

NON-BINDING BID FORM – BLUEWATER COMPRESSION PROJECT

A. Bidder Information:

- Legal Name of Bidder: _____
- Primary Contact: _____
- Title: _____
- Address: _____
- Telephone: _____
- Email: _____

B. Contract Start Date: _____

C. Contract Term (years): _____

D. Maximum Daily Quantity (MDQ): _____ Dth/day

E. Reservation Rate:

☐ Recourse Rate

☐ Negotiated Rate equal to \$_____ per Dth/day of MDQ

F. Primary Receipt Points:

<i>Name/Location</i>	<i>County</i>	<i>State</i>	<i>LOC No.</i>	<i>MDQ (Dth/day)</i>
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G. Primary Delivery Points:

<i>Name/Location</i>	<i>County</i>	<i>State</i>	<i>LOC No.</i>	<i>MDQ (Dth/day)</i>
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H. Proposed New Primary Receipt/Delivery Points (if any):

- Latitude/Longitude: _____

I. Credit Information

1. Please provide Bidder's long-term unsecured debt credit ratings (including Outlook) as of the date of this Credit Application:

Standard & Poor's _____ Moody's: _____

2. Is Bidder operating under federal bankruptcy laws?

☐ Yes ☐ No

3. Is Bidder subject to liquidation or debt reduction procedures under state laws?

☐ Yes ☐ No

4. Is Bidder subject to pending liquidation or regulatory proceedings in state or federal courts?

☐ Yes ☐ No

which could cause a substantial deterioration of Bidder's financial condition?

☐ Yes ☐ No

5. Is Bidder subject to any collection lawsuits or outstanding judgments which would affect Bidder's ability to remain solvent?

☐ Yes ☐ No

6. Are there any overdue amounts owed to KEE by Bidder?

☐ Yes ☐ No

J. Additional Financial Information and Documentation

1. Please provide Bidder's estimated activity under all requested services:
2. Estimated Monthly Volume for all Services:_____ (Dth)
3. Estimated Monthly Transportation/Storage Charges for all services:_____
4. Estimated Term (in months) of Capacity Release Request:_____
5. Expected Commencement Date for requested service:_____
6. If Bidder's audited financial information is not publicly available, please enclose current financial statements, annual reports, 10-K or other reports to regulatory agencies, or any reports from credit reporting agencies which are available.
7. KEE may request additional credit information and documentation in order to perform a credit evaluation of Bidder.

Incomplete Bid Forms Will Be Declined.

By:_____

Name:_____

Title:_____

EXHIBIT B - CONFIDENTIALITY AGREEMENT

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the “**Agreement**”), which shall be effective upon the date it has been executed by the authorized representatives of both Parties, is made by and between Kinetica Energy Express, LLC (“**Kinetica**”), a Texas limited liability company, whose address is: 1001 McKinney Street, Suite 900, Houston, Texas 77002, and _____ (“**Company**”), a _____, whose address is _____. Kinetica and Company are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, in connection with the consideration of a potential transaction between the Parties, (the “**Potential Transaction**”), each Party may provide or, have provided on its behalf, (“**Disclosing Party**”) certain of its confidential, trade secret, sensitive or proprietary information relevant to such Potential Transaction (“**Confidential Information**”) to the other Party (“**Receiving Party**”); and

WHEREAS, as a condition to furnishing such Confidential Information, each Party requires that the Confidential Information be protected from unauthorized use or disclosure and be used only in evaluating the Potential Transaction in accordance with the provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual obligations herein, the Parties, agree as follows:

1. Confidentiality.

Subject to the terms and conditions of this Agreement, the Receiving Party agrees to protect and hold in strict confidence the Confidential Information furnished to it by the Disclosing Party. Confidential Information shall include, without limitation, any information that the Disclosing Party considers proprietary, trade secret, or confidential, including any non-public information with respect to its rates, fees, tariffs, costs, or other pricing information, and any plans, documents, studies, reports, drawings or information containing or derived from Confidential Information.

Confidential Information also shall include any information or material obtained by the Receiving Party from, or disclosed to the Receiving Party by, the Disclosing Party or any third party on the Disclosing Party’s behalf in relation to the Potential Transaction and/or the Disclosing Party’s business and investment activities, the fact that the Confidential Information has been made available to the Receiving Party or which the Receiving Party has inspected through on-site visits at the Disclosing Party’s offices or other facilities, the fact that discussions with respect to any Potential Transaction are taking place or other facts with respect to these discussions, including the status thereof, including, but not limited to, contractual arrangements, term sheets, plans, strategies, tactics, policies, analyses, forecasts, compilations, studies, interpretations, financial data, intellectual property, market data and methods, financial reports, cost and performance data, balance sheets, portfolio information, income statements, cash flow statements, statements of shareholder equity, debt arrangements, equity and/or debt structure, accounts receivable reports, accounts payable reports, compensation plans, and asset holdings and any memoranda or notes related to or derived in any way from any of the foregoing.

Confidential Information shall not include (i) information which at the time of disclosure to the Receiving Party by or on behalf of the Disclosing Party is available in the public domain without violation of a confidentiality obligation; (ii) information which, after disclosure to the Receiving Party, becomes available in the public domain other than by means of a breach of this Agreement, or any other obligation of confidentiality, by the Receiving Party or otherwise; (iii) information which was lawfully within the Receiving Party's possession prior to its being provided to the Receiving Party by or on behalf of the Disclosing Party, provided that the source of such information was not itself subject to any confidentiality agreement or other duty of confidentiality in respect thereof; or (iv) information independently developed by the Receiving Party without reference to any of the Disclosing Party's Confidential Information.

2. Limited Use.

Each Receiving Party agrees not to disclose, distribute or disseminate the Disclosing Party's Confidential Information to any person or entity and not to use such Confidential Information in any manner except with respect to evaluation of the Potential Transaction as provided herein and for no other purpose without the express written consent of the Disclosing Party. This Agreement itself and the fact that the Parties are discussing the Potential Transaction shall also be deemed Confidential Information.

For the avoidance of doubt, the Receiving Party hereby specifically agrees that except as otherwise provided herein, Confidential Information shall not be disclosed to any third party, that the Confidential Information shall be kept strictly confidential, and that the Receiving Party shall not disclose any of the Confidential Information in any manner.

3. Authorized Disclosures.

For purposes of this Agreement, the term "Representative(s)" shall mean the directors, officers and employees of the Receiving Party, and to the extent they receive Confidential Information, their consultants, professional advisers, potential financing sources, agents and/or affiliates and/or contract employees. Each Party agrees that its Confidential Information may be provided to those Representatives of the Receiving Party who have undertaken to comply with the restrictions on disclosure set forth in this Agreement and be bound by it as though they were original Parties hereto. The Receiving Party shall remain fully responsible for compliance with the requirements of this Agreement when its Representatives use or handle the Disclosing Party's Confidential Information. The Receiving Party shall release, defend, indemnify, and hold harmless the Disclosing Party from and against any and all claims, losses, and damages of any kind or character arising out of the improper disclosure or use of any Confidential Information by any of its Representatives.

For the purposes of this Agreement, affiliate(s) shall mean, with respect to any specified Party, any other person or entity which directly or indirectly through one or more intermediate persons or entities controls, or is controlled by, or is under common control with, such Party and who need to know such Confidential Information for the purpose of evaluating the Transaction or if the Disclosing Party has given its prior written consent.

The Receiving Party may disclose Confidential Information to the extent to which it is compelled to do so by law, order or regulation in connection with any legal or regulatory

proceeding to which the Receiving Party may be subject provided that the Receiving Party, to the extent permitted by applicable law or regulation, immediately advises the Disclosing Party of the possibility of any such compulsory disclosure and reasonably cooperates with the Disclosing Party in any effort to obtain protection from disclosure for such Confidential Information. It shall be prerequisite to such compelled disclosure that, to the extent practicable and legally permissible, the Disclosing Party shall be given prompt notice in writing of the existence, terms and circumstances of any such requirement prior to the Receiving Party making any disclosure pursuant to this clause and that the Receiving Party provide reasonable opportunity and assistance to the Disclosing Party in any attempt by the Disclosing Party to prevent or limit such disclosure.

In the absence of a protective order or other remedy or the receipt of a waiver by the Disclosing Party, the Receiving Party or its Representatives shall disclose only that portion of the Confidential Information that is advised by counsel to be legally required and the Receiving Party shall exercise its commercially reasonable efforts to preserve the confidentiality of the Confidential Information.

4. Ownership.

All Confidential Information shall remain the property of the Disclosing Party and the Receiving Party shall have no license, right, title or interest in such Confidential Information.

5. Relief.

The Parties agree that the unauthorized use or disclosure of Confidential Information would cause irreparable harm and/or significant injury for which the Disclosing Party would not have an adequate remedy at law. Each Party understands and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement, therefore, the Parties agree that in the event of any violation of this Agreement, without limiting any other rights and remedies that may otherwise be available to the Disclosing Party, the Disclosing Party shall be entitled to injunctive or other equitable relief to prevent or abate the disclosure or use of the Disclosing Party's Confidential Information. Such equitable remedies shall, however, not be exclusive and shall be in addition to any other remedies which the Disclosing Party may have at law or in equity. Each Party shall be responsible for any breach of this Agreement by its Representatives.

6. Right to Disclose.

Each Disclosing Party warrants that it has the right to disclose the Confidential Information pursuant to this Agreement. No Disclosing Party makes any other representation or warranty, express or implied, with respect to any Confidential Information, including with respect to the completeness or accuracy thereof. The Disclosing Party, its Affiliates, their officers, directors and employees shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the Receiving Party and the Receiving Party hereby agrees to release the Disclosing Party from all responsibility and liability for errors in or omissions from the Confidential Information.

7. Return of Confidential Information.

Upon the request of the Disclosing Party and, in any event, upon the termination or expiration of this Agreement, the Receiving Party shall promptly return all copies of the Confidential Information, including any documents in any media derived from or containing such

Confidential Information (including without limitation, all memoranda, notes and information derived therefrom), or at the Disclosing Party's option, shall destroy, or permanently erase from electronic media, all such copies and documents in all media containing Confidential Information, and certify such destruction or erasure in writing. Copies in electronic network system backups may be retained with the backup so long as no attempt is made to access the Confidential Information. The Receiving Party may return the Confidential Information, or any such documents or media, or any part thereof, to the Disclosing Party at any time.

Notwithstanding the foregoing, Receiving Party and its Representatives may retain one or more copies of the Confidential Information for the purpose of defending any claim related to this Agreement or any transaction related hereto. Those copies of the Confidential Information shall remain subject to the requirements of this Agreement, notwithstanding the expiration or termination of this Agreement.

8. Term.

Unless terminated earlier by written notice, this Agreement shall remain in force for two (2) years from the date it is effective as provided in the preamble. The confidentiality obligations of the Parties shall survive for an additional one (1) year after the termination or expiration of this Agreement.

9. **Securities Laws.**

Both parties hereby acknowledge that each Party is aware, and, as appropriate, will advise its Representatives who are apprised of this matter, that the laws in various jurisdictions prohibit any person who has received material non-public information (i.e. market sensitive information) about an issuer from purchasing or selling the securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities in violation of those laws. Both Parties further acknowledge that Kinetica is regulated by the FERC and, as a result, is subject to the regulations and orders of the FERC that in some cases deal with the subject matter of this Agreement. Those regulations and orders shall prevail in the event of any conflict with the terms of this Agreement.

10. **General.**

THIS AGREEMENT, AND ALL QUESTIONS RELATING TO ITS VALIDITY, INTERPRETATION, PERFORMANCE, AND ENFORCEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, NOTWITHSTANDING ANY CONFLICT-OF-LAWS DOCTRINES OF SUCH STATE OR OTHER JURISDICTION TO THE CONTRARY. ALL MATTERS LITIGATED BY OR BETWEEN THE PARTIES THAT INVOLVE THIS AGREEMENT OR, THE RELATIONSHIP OF THE PARTIES, OR RELATED MATTERS HEREUNDER SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS IN HARRIS COUNTY, TEXAS.

EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUIT OR ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT AND AGREES THAT THIS WAIVER IS A MATERIAL TERM OF THIS AGREEMENT.

If any term or provision of this Agreement is contrary to or in conflict with any requirement of applicable law, then that term or provision shall be modified to the extent necessary to comply with the applicable law.

This Agreement contains the entire understanding between the Parties with respect to the subject matter of this Agreement and shall supersede all prior oral or written communications, negotiations, understandings, or agreements.

The Parties specifically disclaim any express or implied partnership or joint venture relationship between them, regardless of the actions of the Parties. The Parties also disclaim, to the fullest extent permitted by law, any fiduciary duties they may owe to or may be owed from one another.

This Agreement may not be amended except in writing and signed by an authorized representative of each Party. The Parties shall remain responsible for their respective Representatives' compliance with the amended Agreement.

This Agreement shall inure to the benefit of and be binding upon the Parties' respective permitted successors, assigns and transferees; provided, however, that this Agreement shall not be assigned by either Party without the other Party's prior written consent and in no event shall either Party be relieved of any of its respective obligations hereunder. Any purported assignment in violation of the foregoing shall be null and void and not enforceable, it being acknowledged and agreed that a merger, acquisition, reorganization or sale of the assets of either Party shall not constitute a permitted assignment hereof.

This Agreement may be executed in counterparts, and it shall not be necessary for the signature of each Party to be on every counterpart hereof. Each counterpart shall be deemed to be an original, all of which shall be merged together and constitute one and the same instrument. Counterparts may be provided by electronic scan or fax, which shall be effective when received. When such electronic copies are provided, the Parties shall provide each other with hard copies with original signatures within three business days.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

KINETICA ENERGY EXPRESS, LLC

By: _____

Name: _____

Title: _____

Date: _____

COMPANY

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C - MAP

