Columbia Gas Transmission, LLC FERC NGA Gas Tariff **Baseline Tariffs**

Proposed Effective Date: April 1, 2023 FTS Service Agreement No. 198766 – Columbia Gas of Ohio, Inc.

Option Code A

Service Agreement No. 198766 Revision No. 1

FTS SERVICE AGREEMENT

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. <u>Service to be Rendered</u>. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. <u>Term.</u> Service under this Agreement shall commence as of April 1, 2023, and shall continue in full force and effect until March 31, 2028. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

Section 3. Rates. Shipper shall pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's minimum rate. Such discounted rate may apply to: (a) specified quantities (contract demand or commodity quantities); (b) specified quantities above or below a certain level or all quantities if quantities exceed a certain level; (c) quantities during specified time periods; (d) quantities at specified points, locations, or other defined geographical areas; (e) that a specified discounted rate will apply in a specified relationship to the quantities actually transported (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually transported); (f) production and/or reserves committed by the Shipper; and (a) based on a formula including, but not limited to, published index prices for specific receipt and/or delivery points or other agreed-upon pricing points, provided that the resulting rate shall be no lower than the minimum nor higher than the maximum applicable rate set forth in the Tariff. In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rate so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sections. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates, which had been charged under a discount agreement, exceeded rates which ultimately are found to be just and reasonable.

Section 4. <u>Notices</u>. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana St., Suite 700, Houston, Texas 77002-2700, Attention: Customer Services and notices to Shipper shall be

addressed to it at Columbia Gas of Ohio, Inc., 290 W. Nationwide Blvd., Columbus, OH 43215, Attention: Dan Grieshop, until changed by either party by written notice.

Section 5. <u>Superseded Agreements</u>. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): FTS No. 198766, Revision No. 0.

COLUMBIA GAS OF OHIO, INC.		COLUMBIA GAS TRANSMISSION, LLC		
Ву	Cocusinged by:	Ву	Carol Wehlmann	
Title	VP Supply & Optimization	Title	Manager, USNG Contracts	
Date	12/7/2022	Date	Feb 16, 2023	
	DS TR			

Scheduling

Point No.

A08

End Date

03/31/2028

Revision No. 1

Delivery

Obligation

35,000

(Dth/day) 1/ (Dth/day) 1/

Design Daily

Quantity

Pressure Obligation

(psig) 1/

Recurrence

<u>Interval</u>

1/1 - 12/31

Appendix A to Service Agreement No. 198766 Under Rate Schedule FTS between Columbia Gas Transmission, LLC ("Transporter") and Columbia Gas of Ohio, Inc. ("Shipper").

Transportation Demand

		Transportation	Recurrence
Begin Date	End Date	Demand Dth/day	<u>Interval</u>
04/01/2023	03/31/2028	35,000	1/1 - 12/31

Primary Receipt Points

Begin Date	End Date	Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Quantity (Dth/day)	Minimum Receipt Pressure Obligation (psig) 1/	Recurrence Interval
04/01/2023	03/31/2028	743103	Eureka	743103	Eureka	35,000		1/1 - 12/31
				Primary Delive	ery Points			
						Maximum Daily	Minimum Delivery	

Measuring Point Name

CRAWFORD AGG POINT 08

Measuring

Point No.

80A

Scheduling Point Name

CRAWFORD AGG POINT 08

Begin Date

04/01/2023

	st of Interconnects ("MLI") as defined in Section a sting valid secondary interruptible receipt points a		ns and Conditions of Transporter's Tariff	is incorporated herein by reference for
	X No (Check applicable blank) Transporter and eral Terms and Conditions of Transporter's FERC		ally agreed to a Regulatory Restructuring	g Reduction Option pursuant to Section
Yes _ Section 4 of th	X_ No (Check applicable blank) Shipper has a contemporary of the General Terms and Conditions of Transporter's	contractual right of fir s FERC Gas Tariff.	st refusal equivalent to the right of first re	efusal set forth from time to time in
Yes applicable, se herein by refe	X No (Check applicable blank) All gas shall be t forth in Transporter's currently effective Rate So rence.	e delivered at existing chedule Serv	points of interconnection within the MDI ice Agreement No Appendix	DOs, ADQs and/or DDQs, as A with Shipper, which are incorporated
	X No (Check applicable blank) This Service Agint of first refusal rights, if any, applicable to this in			
	X No (Check applicable blank) This Service Agingt of first refusal rights, if any, applicable to this			
COLUMBIA G	SAS OF OHIO, INC.	COLUMBIA	A GAS TRANSMISSION, LLC	
Ву	bocusigned by:	Ву	Carol Wehlmann	
Title	VP Supply & Optimization	Title	Manager, USNG Contracts	
Date	12/7/2022	Date	Feb 16, 2023	
	The state of the s			

Appendix B to Service Agreement No. 198766, Revision 1

November 15, 2022

Columbia Gas of Ohio, Inc. 290 W. Nationwide Blvd. Columbus, OH 43215 Attention: Dan Grieshop

RE: FTS Agreement No. 198766 - Related to Revision No. 1

Negotiated Rate Letter Agreement

Dear Dan:

This Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and Columbia Gas of Ohio, Inc. ("Shipper") shall set forth the applicable rates and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced Service Agreement. Transporter and Shipper may be referred to individually as a "Party" or collectively as the "Parties".

Shipper and Transporter hereby agree:

- 1. The "Negotiated Reservation Rates" for the transportation service provided shall be those rates and terms agreed upon as set forth in Attachment B-1 attached hereto.
- 2. All capitalized terms used but not defined herein shall have the meanings given them in FTS Service Agreement No. 198766, Revision No. 1.

Accepted and agreed to this day of	,
COLUMBIA GAS OF OHIO, INC. By: Land Stanley 4E90C2269927420 Title: VP Supply & Optimization	Ds
Date:	(K
COLUMBIA GAS TRANSMISSION, LLC By:	
Title: Director, Commercial East	
Date:	
MW	

Appendix B to Service Agreement No. 198766, Revision No. 1

Attachment B-1

NEGOTIATED RESERVATION RATES

Primary Receipt Point(s) *	Primary Delivery Point(s) *	Transportation Demand (Dth/day)	Term	Fixed Daily Demand Rate **	Daily Commodity Rate **	Rate Schedule
Eureka (meter no. 743103)	Crawford Agg Point 08 (scheduling point A08)	35,000 Dth/day	4/1/2023 to 3/31/2028	\$0.32	maximum applicable for Rate Schedule FTS	FTS

^{*} Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of TCO's FERC Gas Tariff, at no incremental charge.

In addition to the rates above, Shipper will pay the fuel retention applicable to Rate Schedule FTS, as such may change from time to time.

^{**}In addition, Shipper shall pay all applicable demand and commodity surcharges specified in TCO's FERC Gas Tariff for Rate Schedule FTS-LXP, as such may change from time to time, with the exception of the Capital Cost Recovery Mechanism (CCRM-T) surcharge that Shipper will not pay.