

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs  
Proposed Effective Date: August 1, 2020  
Service Agreement No. 198796 – Equinor Natural Gas, LLC  
Option Code A

Service Agreement No. 198796  
Revision No. 1

### FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 30<sup>th</sup> day of July, 2020, by and between COLUMBIA GAS TRANSMISSION, LLC (“Transporter”) and EQUINOR NATURAL GAS LLC (“Shipper”).

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

Section 1. Service to be Rendered. 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No. 1 (“Tariff”), on file with the Federal Energy Regulatory Commission (“Commission”), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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. Term. Service under this Agreement commenced as of February 12, 2019 and shall continue in full force and effect until February 11, 2034 (“Initial Term”). 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.

At the end of the Initial Term, Shipper shall have the right to no more than two successive five year extension terms (each an "Extended Term"), each term exercisable no later than twelve (12) months prior to the expiration of the Initial Term and first Extended Term (if applicable), respectively. Any Extended Term must be for a minimum quantity of 20,000 Dth/d, and at the same rates and commercial terms contained herein. Provided, however, if Shipper elects to extend at a quantity less than its Initial Term quantity, then such reduced quantity for the first Extended Term shall become the maximum quantity for any second Extended Term. In addition to the rates applicable to Shipper's Extended Term, Shipper shall pay all surcharges applicable to Rate Schedule FTS that are set forth in the Tariff, without exception, as those surcharges may be amended, added or modified from time to time. If Shipper elects to extend its service for two Extended Terms, then Shipper shall have a "Contractual ROFR" pursuant to Section 4.1 of the General Terms and Conditions of Transporter's Tariff. 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 (g) 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. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana, Houston, TX 77002, Attention: Transportation Contracts, and notices to Shipper shall be addressed to it at 120 Long Ridge Road, 3<sup>rd</sup> Floor, Stamford, CT 06902, Attention: President, until changed by either party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): FTS No. 198796, Revision No. 0.

Section 6. Credit Annex. The credit requirements appended hereto as Attachment B are incorporated herein by reference with full force and effect and are made a part of this Service Agreement as though restated herein verbatim.

EQUINOR NATURAL GAS LLC

By Heidi Hakre

Title Vice President - Asset Management

Date 29/07/20

COLUMBIA GAS TRANSMISSION, LLC

By Carol Wehmann  
DocuSigned by:  
17F6410035B7436...

Title Manager, USNG Contracts

Date July 30, 2020 DS  
JK

By Kay Dennison  
DocuSigned by:  
A0EF51A630C148B...

Title Director, Trans. Acct.& Contracts

Date July 30, 2020 DS  
DA

Revision No. 1

Appendix A to Service Agreement No. 198796  
Under Rate Schedule FTS  
between Columbia Gas Transmission, LLC (“Transporter”)  
and Equinor Natural Gas LLC (“Shipper”)

Transportation Demand

		<u>Transportation Demand</u>	
<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
February 12, 2019	July 31, 2020	20,000	1/1-12/31
August 1, 2020	February 11, 2034	48,000	1/1-12/31

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Minimum Receipt Pressure Obligation (psig) 1/</u>	<u>Recurrence Interval</u>
February 12, 2019	February 11, 2034	743103	Eureka MarkWest	743103	Eureka	20,000		1/1-12/31
August 1, 2020	February 11, 2034	643106	Majorsville	643106	Majorsville	28,000	1075	1/1-12/31

Primary Delivery Points

Begin Date	End Date	Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum		Recurrence Interval
						Daily Delivery Obligation (Dth/day) 1/	Design Daily Quantity (Dth/day) 1/	
February 12, 2019	July 31, 2020	P1076592	TCO Pool	P1076592	TCO Pool	20,000		1/1-12/31
August 1, 2020	February 11, 2034	P1076592	TCO Pool	P1076592	TCO Pool	48,000		1/1-12/31

1/ Application of MDDOs, DDQs and ADQs, minimum pressure and/or hourly flowrate shall be as follows:

---



---



---

The Master List of Interconnects ("MLI") as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

     Yes    No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

     Yes    No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

     Yes    No (Check applicable blank) All gas shall be delivered at existing points of interconnection within the MDDOs, ADQs and/or DDQs, as applicable, set forth in Transporter's currently effective Rate Schedule      Service Agreement No.      Appendix A with Shipper, which are incorporated herein by reference.

     Yes    No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.

Yes  No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

EQUINOR NATURAL GAS LLC

By Heidi Fokke

Title Vice President - Asset Management

Date 29/07/20

COLUMBIA GAS TRANSMISSION LLC

By DocuSigned by: Carol Wehlmann

Title 17F6410035B7436... Manager, USNG contracts

Date July 30, 2020

<sup>DS</sup>  
DA

<sup>DS</sup>  
JR

By DocuSigned by: Kay Dennison

Title Director, Trans. Acct.& Contracts

Date July 30, 2020

July 17, 2020

Equinor Natural Gas LLC  
120 Long Ridge Rd., 3<sup>rd</sup> Floor  
Samford, CT 06902  
Attention: Rich Wall

RE: FTS Agreement No. 198796 Revision 1  
First Amended and Restated Negotiated Rate Letter Agreement

Dear Rich:

This First Amended and Restated Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC (“Transporter” or “TCO”) and Equinor Natural Gas LLC (formerly known as Statoil Natural Gas, LLC) (“Shipper”) shall set forth the applicable rates, calculations thereof, and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced FTS 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” during the Initial Term for the transportation service provided shall be those rates and terms agreed upon as set forth in Attachment A-1 attached hereto.
2. As a result of the operation of the Daily Demand Rate adjustment mechanism set forth in Paragraph 2 of the Negotiated Rate Letter Agreement executed by and between the Parties and dated December 28, 2017, attached hereto as Attachment A-2, the Daily Demand Rate set forth was increased \$0.05 (“Daily Demand Rate Increase”). The Daily Demand Rate Increase is included in the Daily Demand Rate set forth in Attachment A-1 attached hereto.
3. Shipper shall have a one-time right, to be exercised no later than six (6) months after the date that Transporter files its statement of costs with the Federal Energy Regulatory Commission pursuant to 18 CFR § 157.20(c)(3) to review Transporter’s books and records as reasonably necessary to verify the Project costs used in the calculation of the Daily Demand Rate adjustment mechanism described above.
4. All capitalized terms used but not defined herein shall have the meanings given them in FTS Service Agreement No. 198796 Revision 1.

5. This First Amended and Restated Negotiated Rate Letter Agreement replaces and supersedes the Amended and Restated Negotiated Rate Letter Agreement between the Parties dated August 31, 2018.

Accepted and agreed to this 30<sup>th</sup> day of July, 2020

Equinor Natural Gas LLC

By: Heidi Aaker

Title: Vice President - Asset Management

Date: 29/07/20

Columbia Gas Transmission, LLC

By: DocuSigned by:  
Carol Wehlmann  
47F6410035B7436...

Title: Manager, USNG Contracts

Date: July 30, 2020

DS  
JR      DS  
Da

By: DocuSigned by:  
Kay Dennison  
A0EF51A630C148B...

Title: Director, Trans. Acct.& Contracts

Date: July 30, 2020

## Attachment A-1

## NEGOTIATED RESERVATION RATES

Primary Receipt Point(s)*	Primary Delivery Point(s)*	Transportation Demand (Dth/day)	Term	Daily Demand Rate**	Daily Commodity Rate**	Rate Schedule
Eureka (meter no. 743103)***	TCO Pool (meter no. P1076592)	20,000 Dth/day	February 12, 2019 to February 11, 2034	\$0.40	maximum applicable under Rate Schedule FTS	FTS
MarkWest Majorsville (meter no.643106)***	TCO Pool (meter no. P1076592)	28,000 Dth/day	August 1, 2020 to February 11, 2034	\$.615	maximum applicable under 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, Shipper shall pay all applicable demand and commodity surcharges specified under Rate Schedule FTS, as such may change from time to time, with the exception of the Capital Cost Recovery Mechanism (CCRM) surcharge, which Shipper shall not pay.

\*\*\* The Eureka primary receipt point shall be a mutually agreed upon point of interconnection between TCO and Shipper or third party, into TCO's proposed new high pressure pipeline to be located at or near Clarington, Ohio as part of TCO's Leach Xpress project.

The Majorsville primary receipt point shall be a mutually agreed upon point of interconnection to MarkWest's Majorsville processing facility located in Majorsville, West Virginia ("Majorsville").

For the avoidance of doubt, all interconnection costs (including, but not limited to metering facilities and any necessary third party compression required to get into TCO's high pressure pipeline) are the sole responsibility (financially or otherwise) of Shipper.

As part of the Project's facilities, TCO constructed the necessary compression at its proposed Lone Oak Compressor Station ("Lone Oak") to enable Shipper's receipts at Majorsville into the Project at the estimated and otherwise lower design operating pressures indicated below. Shipper shall deliver gas to TCO at the Majorsville primary receipt point at pressures sufficient to enter the Project's pipeline at a pressure up to a maximum of 1075 psig. Provided, further, Shipper shall be solely responsible (financially and

**otherwise) for any upstream arrangements and/or agreements at Majorsville including, but not limited to, all interconnection and metering facilities.**

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

**Nominations directly to the TCO Pool will not incur any fuel retainage, commodity charges, or commodity surcharges.**

### **Attachment A-2**

2. Shipper's Daily Demand Rates as set forth in the Negotiated Reservation Rates table in Attachment 1 hereto shall be adjusted as follows:

To the extent Actual Project Costs (defined below) exceed Estimated Project Costs (defined below), Shipper's Daily Demand Rate shall be multiplied by the Capital Cost Overrun Factor ("CCO Factor"). The CCO Factor shall be equal to  $1 + [(CCO/EPC) \times 50\%]$ . In no event shall the CCO Factor exceed 1.1429 for the Clarington Primary Receipt volumes with a Primary Delivery of TCO Pool.

To the extent Actual Project Costs, as defined below, are less than Estimated Project Costs as defined below, Shipper's Daily Demand Rate shall be multiplied by the Capital Cost Underrun Factor ("CCU Factor"). The CCU Factor shall be equal to  $1 - [(CCU/EPC) \times 50\%]$ . In no event shall the CCU Factor be less than 0.8571 for the Clarington Primary Receipt volumes with a Primary Delivery of TCO Pool. Any such adjustment to Shipper's Daily Demand Rate shall be effective prospectively beginning as soon as administratively feasible, but no later than the second anniversary date of the Actual In-Service Date and shall remain in effect for the balance of the Initial Term and any Extended Term Service.

"Actual Project Costs" or APC shall mean, subject to any limits on costs as set forth below, all costs and expenses incurred by TCO, including trailing costs up to twelve months subsequent to the Actual In-Service Date, to complete the Project in the manner contemplated by this Precedent Agreement, including but not limited to (a) all costs and expenses incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, including all compression costs, (b) all costs and expenses incurred for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs, and (d) an allowance for funds used during construction ("AFU DC") computed in accordance with regulations of the FERC. TCO shall maintain books and records

reasonably necessary for Shipper to verify the APC. The Parties acknowledge that TCO's formal books and records that conform with the FERC and accounting policies and guidelines may not match the APC used to determine Shipper's adjusted Daily Demand Rate.

"Capital Cost Overrun" or "CCO" shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs exceed Estimated Project Costs.

"Capital Cost Underrun" or "CCU" shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs are less than Estimated Project Costs.

"Estimated Project Costs" or "EPC" shall mean all costs and expenses that are projected to be incurred by TCO to complete the Project in the manner contemplated by this Agreement, including but not limited to (a) all costs and expenses projected to be incurred for the

engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, including all compression costs, (b) all costs and expenses projected to be incurred for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs, (d) AFUDC computed in accordance with the regulations of the FERC, and (e) a contingency amount equal to at least 10% of the total of (a) and (b). For purposes of determining the adjustment to Shipper's Daily Demand Rate pursuant to this provision, the Parties agree that the Estimated Project Costs amount is \$2,026,000,000.

Shipper shall have one-time right, exercised no later than six (6) months after the date on which TCO provides the Actual Project Costs to Shipper, to review TCO's books and records as reasonably necessary to verify Project costs for purposes of this provision.