Columbia Gas Transmission, LLC FERC NGA Gas Tariff Baseline Tariffs Proposed Effective Date: October 1, 2023 FTS Service Agreement No. 287537 – EQT Energy, LLC Option Code A

Service Agreement No. 287537 Revision No. 0

# FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_day of September, 2023, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and EQT ENERGY, LLC ("Shipper").

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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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. Term. Service under this Agreement shall commence on October 1, 2023 and shall continue in full force and effect through February 28, 2034 ("Initial Term"). 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 150,000 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. <u>Rates</u>. Shipper shall pay Transporter the negotiated rates and furnish retainage as set forth in the Negotiated Rate Letter Agreement attached hereto as Exhibit A.

Section 4. <u>Notices</u>. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana, Suite 1300 Houston, TX 77002, Attention: Commercial Services, and notices to Shipper shall be addressed to it at EQT Energy, LLC, 625 Liberty Avenue, Suite 1700, Pittsburg, PA 15222, Attention: Amber Morris, 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): N/A

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

EQT ENERGY, LLC DocuSigned by: By	COLUMBIA GAS TRANSMISSION, LLC
Title Chief Financial Officer	Title
Date 9/27/2023   7:25 PM EDT	Sep 28, 2023 Date
$\frac{d \eta}{d \eta}$ $MM$	gs JR

### Revision No. 0

## Appendix A to Service Agreement No. 287537 Under Rate Schedule FTS between Columbia Gas Transmission, LLC ("Transporter") and EQT Energy, LLC ("Shipper")

## Transportation Demand

		Transportation	
Begin	End	Demand	Recurrence
Date	Date	Dth/day	Interval
10/1/2023	2/28/2034	250,000	1/1-12/31

## Primary Receipt Points

Begin <u>Date</u>	End <u>Date</u>	Scheduling <u>Point No.</u>	Scheduling Point Name	Measuring <u>Point No.</u>	Measuring Point Name	Maximum Daily Quantity <u>(Dth/day)</u>	Minimum Receipt Pressure Obligation (psig) 1/	Recurrence <u>Interval</u>
10/1/2023	2/28/2034	643131	Corral Interconnect	643131	Corral Interconnect	250,000		1/1-12/31
10/1/2023	2/28/2034	643132	Viking Interconnect	643132	Viking Interconnect	200,000		1/1-12/31

## Primary Delivery Points

	Maximum								
					Measuring	Daily Delivery	Design Daily	Minimum Delivery	
Begin	End	Scheduling	Scheduling	Measuring	Point	Obligation	Quantity	Pressure Obligation	Recurrence
Date	Date	Point No.	Point Name	Point No.	Name	( <u>Dth/day) 1/</u>	(Dth/day) 1/	<u>(psig) 1/</u>	Interval
10/1/2023	2/28/2034	P10	TCO Pool	P10	TCO Pool	250,000			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.

<u>Yes X</u> 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.

<u>X</u> Yes <u>No (Check applicable blank)</u> Shipper has a contractual right of first refusal equivalent to the right of first refusal, exercisable only at the conclusion of the second Extended Term (if applicable), and in all other respects 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  $\underline{X}$  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.

<u>Yes X</u> 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.

<u>Yes X</u> 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.

EQT ENE	RGY, LLC DocuSigned by:
By	JK.
	D4D3150E722B495

Title \_\_\_\_\_\_ Chief Financial Officer

# Date 9/27/2023 | 7:25 PM EDT



#### COLUMBIA GAS TRANSMISSION, LLC



	VP Marketing	
Title	0	

Sep 28, 2023 Date

**35** *JR* 

Exhibit A to Service Agreement No. 287537

September 27, 2023

EQT Energy, LLC 625 Liberty Avenue, Suite 1700 Pittsburgh, PA 15222 Attention: Amber Morris

RE: FTS Service Agreement No. 287537 Negotiated Rate Letter Agreement

Dear Amber:

This Negotiated Rate Letter Agreement, effective October 1, 2023 between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and EQT Energy, 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 and for any Extended Term(s) for the transportation service provided shall be those rates and terms agreed upon as set forth in Attachment A-1 attached hereto.

All capitalized terms used but not defined herein shall have the meanings given them in FTS Service Agreement No. 287537.

Accepted and agreed to this \_\_\_\_\_ day of September, 2023.

EQT Energy, LLC	DS	DS
By:	ay	MM
D4D3150E722B495		
Title: Chief Financial Officer		

Date: 9/27/2023 | 7:25 PM EDT

Columbia Gas Transmission, LLC

By: \_\_\_\_\_\_ Title: VP Marketing Date: Sep 28, 2023 JR 35

## Exhibit A to Service Agreement No. 287537

# **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
Corral Interconnect (meter no. 643131)	TCO Pool (meter no. P10)	250,000 Dth/day	10/1/2023 through 2/28/2034	\$0.40	Maximum applicable under Rate Schedule FTS	FTS
Viking Interconnect (meter no. 643132)	TCO Pool (meter no. P10)	200,000 Dth/day	10/1/2023 through 2/28/2034	\$0.40	Maximum applicable under Rate Schedule FTS	FTS

- \* Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of TCOs FERC Gas Tariff, at no incremental charge. Corral and Viking Interconnect ("Flexible Receipt Points") notwithstanding, Shipper's total delivery rights and capacity and volumes subject to demand rates shall not exceed 250,000 Dth/day.
- \*\* 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 Fairway primary receipt point shall be a mutually agreed upon point of interconnection to Williams' Oak Grove processing facility located west of TCO's proposed Lone Oak compressor station in Marshall County, West Virginia ("Fairway"). Further, TCO at its sole cost and expense, shall install the taps, risers and valves for Shipper's two Flexible Receipt Points; provided, however, that such locations shall be mutually agreeable to TCO, exercising commercially reasonable judgment, including but not limited to consideration of whether the proposed locations are suitable for permitting and construction activities.

For the avoidance of doubt, all receipt point interconnection costs (including the Flexible Receipt Points) related to Shipper's service (including, but not limited to, all metering facilities, any laterals or upstream arrangements and or agreements, and any necessary third-party compression required to get into TCO's high pressure pipeline) are the sole responsibility (financially or otherwise) of Shipper.

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, commodity surcharges, or pipeline metering or transfer fees at any time during the term of the Service Agreement.