

Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs
Proposed Effective Date: November 1, 2023
FTS Service Agreement No. 284381 – Macquarie Energy LLC
Option Code A

Service Agreement No. 284381

Revision No. 0

FTS-MXP SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of August, 2023, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and MACQUARIE ENERGY 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No.1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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 shall commence as of November 1, 2023, and shall continue in full force and effect until October 31, 2024. 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 St., Suite 700, Houston, Texas 77002-2700, Attention: Customer Services and notices to Shipper shall be

addressed to it at Macquarie Energy LLC, One Allen Center, 500 Dallas Street, FL31, Houston, TX 77002, Attention: . Macquarie Energy LLC, 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): N/A.

MACQUARIE ENERGY LLC

By



John Knock
Executive Director

Title

Date

8/9/2023



Kevin Pooler
Division Director

COLUMBIA GAS TRANSMISSION, LLC

By



Title

VP Marketing

Date

08/10/2023

JR

as

DR

Appendix A to Service Agreement No. 284381
 Under Rate Schedule FTS-MXP
 between Columbia Gas Transmission, LLC ("Transporter")
 and Macquarie Energy LLC ("Shipper").

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
11/01/2023	10/31/2024	50,000	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>
11/01/2023	10/31/2024	842867	Braxton	842867	Braxton	50,000		1/1 - 12/31

Primary Delivery 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 Delivery Obligation (Dth/day) 1/</u>	<u>Design Daily Quantity (Dth/day) 1/</u>	<u>Minimum Delivery Pressure Obligation (psig) 1/</u>	<u>Recurrence Interval</u>
11/01/2023	10/31/2024	P10	TCO POOL	P10	TCO POOL	50,000			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.

MACQUARIE ENERGY LLC

By
Title
Date



John Knock

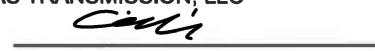
Executive Director

8/9/2023


Kevin Pooler
Division Director

COLUMBIA GAS TRANSMISSION, LLC

By
Title
Date



VP Marketing

08/10/2023

JR

JS

DR



Columbia Gas Transmission, LLC
700 Louisiana St., Suite 1300
Houston, Texas 77002

July 20, 2023

John Knock
Macquarie Energy LLC
John.Knock@macquarie.com

RE: FTS-MXP Service Agreement No. 284381
Negotiated Rate Letter Agreement

Dear John:

This Negotiated Rate Letter Agreement (“NRL”) between Columbia Gas Transmission, LLC (“Transporter” or “TCO”) and Macquarie Energy LLC (“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” during the term for the transportation service provided shall be those rates and terms agreed upon as set forth in the ATTACHMENT A attached hereto.
2. In addition to payment of the reservation rate as set forth in Paragraph 1, Shipper must pay all applicable commodity charges, commodity surcharges, overrun charges and retainage charges set forth in Transporter's FERC Gas Tariff as they may change from time to time. These charges are allowed costs that shall be included in the calculation mechanisms highlighted under Items 1-3 shown below.
3. Required Approvals. This NRL, together with the Agreement will be filed with the FERC and shall be subject to FERC's acceptance on terms acceptable to Transporter in its sole discretion. If any terms of this NRL are disallowed by any order, rulemaking, regulation or policy of the FERC, Transporter may terminate this NRL with no further notice to Shipper. If any terms of the Agreement are in any way modified by order, rulemaking, regulation or policy of the FERC, Transporter and Shipper may mutually agree to modify this NRL with the goal of ensuring that the original commercial intent of the parties is preserved. If the parties cannot mutually

agree to modifications hereto, Transporter reserves the right to terminate this NRL with no further notice to Shipper. Transporter will have no liability for any costs incurred by Shipper or related to the service rendered or contemplated to be rendered hereunder.

Accepted and agreed to this 9th day of August 2023.

Macquarie Energy LLC

By: 

Title: John Knock
Executive Director

Date: 8/9/2023


Kevin Pooler
Division Director

Columbia Gas Transmission, LLC

By: 

Title: VP Marketing

Date: 08/09/2023

JR

JS

DR

ATTACHMENT A

NEGOTIATED RESERVATION RATES

Primary Receipt Point(s)*	Primary Delivery Point(s)*	Transportation Demand (Dth/day)	Term	Demand Rate	Commodity Rate	Rate Schedule
Braxton (842867)	TCO Pool (P10)	50,000 Dth/day	November 1, 2023 – October 31, 2024	*/**	Maximum applicable recourse commodity rate as may be amended from time to time	FTS-MXP

* For transportation service from a secondary receipt point to a secondary delivery point or from a primary receipt point to a secondary delivery point, such service shall be subject to the terms and conditions of Transporter's FERC Gas Tariff as amended from time to time, and the Monthly Demand Rate shall be \$1.521/dth from November 1, 2023 through October 31, 2024.

**For transportation service from a primary or secondary receipt point to a primary delivery point, Shipper agrees to pay to Transporter a Monthly Demand Rate of \$1.521/Dth for the term of November 1, 2023 through October 31, 2024 plus the Daily Index-Based Volumetric Rate set forth in Section 1, unless Transporter and Shipper mutually agree to a Monthly Index-Based Volumetric Rate set forth in Section 2, or a Fixed Volumetric Rate set forth in Section 3.

1. Daily Index-Based Volumetric Rate:

Index-Based Volumetric Rate = Net Daily Spread where:

Shipper agrees to pay Transporter 50% of the value derived from the following spread:

Net Daily Spread = Columbia Gas, App. – Columbia Gas, App. non-IPP - Applicable Retainage - Applicable Commodity Charges & Surcharges – Applicable Demand Charge.

Columbia Gas, App. = The daily Index price for Columbia Gas, App. as published in Platts Gas Final Daily Price Survey Report for the gas day of scheduled transportation.

Columbia Gas, App. non-IPP = The daily Index price for Columbia Gas, App. non-IPP as published in Platts Gas Final Daily Price Survey Report for the gas day of scheduled transportation. In the event there is no posting in the Platts Gas Final Daily Price Survey

Report for Columbia Gas, App. non-IPP, the formula of Columbia Gas, App. - \$0.05 will be used.

If the amount calculated on any given day results in a negative value, the amount due to Transporter on that day shall not be less than \$0.00. If the amount calculated on any given day results in a negative value, and the Shipper elects to ship, the amount due to Shipper on that day shall not be less than \$0.00.

The value calculated each day shall be independent from the value calculated for every other day.

2. Monthly Index-Based Volumetric Rate:

Transporter and Shipper may alternately mutually agree to a Monthly Index-Based Volumetric Rate for all or a portion of the quantities scheduled under this Agreement. Index-Based Volumetric Rate = Net Monthly Spread where:

Columbia Gas, App. = The Inside FERC first of month price for Columbia Gas, App. as published in Platts Inside FERC First of Month Gas Market report.

Columbia Gas, App. non-IPP = The Inside FERC first of month price of Columbia Gas, App. non-IPP as published in Platts Inside FERC First of Month Gas Report for the gas day of scheduled transportation. In the event there is no posting in the Inside FERC First of Month Gas Market Report for Columbia Gas, App. non-IPP, the formula of Inside FERC first of Month price for Columbia Gas, App. - \$0.05 will be used.

If the amount calculated on any given month results in a negative value, the amount due to Transporter for that month shall not be less than \$0.00. The value calculated each month shall be independent from the value calculated for every other month.

3. Fixed Volumetric Rate:

Transporter and Shipper may alternately mutually agree to a positive Fixed Volumetric Rate(s) for all, or a portion of the quantities contracted under this agreement.