

Columbia Gulf Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs

Proposed Effective Date: September 29, 2018

Service Agreement No. 177680 – Marubeni Natural Gas and LNG America Corp.
Option Code A

Service Agreement No. 177680

Revision No. 2

FTS-1 SERVICE AGREEMENT

THIS FTS-1 SERVICE AGREEMENT is made and entered into this 27th day of September, 2018 (this "Agreement"), by and between COLUMBIA GULF TRANSMISSION, LLC ("Transporter") and MARUBENI NATURAL GAS AND LNG AMERICA CORP. ("Shipper"), Transporter and Shipper may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Transporter is a provider of natural gas transportation services subject to the jurisdiction of the Federal Energy Regulatory Commission ("FERC" or "Commission"); and

WHEREAS, Shipper desires to subscribe for firm natural gas transportation service from Transporter pursuant to Transporter's FERC approved Rate Schedule FTS-1 ("FTS-1") and the Columbia Gulf FERC Gas Tariff ("Tariff"), as each may be amended from time to time; and

WHEREAS, Shipper has requested, and Transporter is willing to provide via construction of the necessary facilities ("Cameron Access Project"), 56,250 Dth/d of such firm transportation service from receipt points on Transporter's interstate pipeline system in order to transport natural gas to a new interconnection point to be developed by Transporter and Cameron LNG, LLC ("Cameron") at Cameron's liquefied natural gas receipt and storage terminal in Cameron Parish, Louisiana, for the purpose of providing natural gas liquefaction and export services consisting of three liquefaction trains that are anticipated to be constructed in phases.

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

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive the service in accordance with the provisions of the effective FTS-1 Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Third 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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission herein contained. The maximum obligations 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 the 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 the "Effective Date" of Train 1. "Effective Date" shall mean (a) September 29, 2018 with respect to Train 1, (b) November 20, 2018 with respect to Train 2, and (c) December 1, 2018 with respect to Train 3. The initial term of this Agreement shall begin on the Effective Date of Train 1 and shall remain in full force and effect for a term of twenty (20) years (the "Initial Term"). Shipper and Transporter agree to avail themselves of the Commission's pre-granted abandonment authority 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. Contract Extension Right. At the end of the Initial Term, Shipper shall have the right, exercisable no later than six (6) months prior to the end of the Initial Term, to extend the term of this Agreement for an additional term of five (5) years ("Initial Extension"). If Shipper exercises its right to the Initial Extension, Shipper shall have the additional right, exercisable no later than six (6) months prior to the end of the Initial Extension, to extend this Agreement at the end of the Initial Extension for an additional term of five (5) years ("Subsequent Extension"). At the beginning of each such extension, if exercised, Transporter may choose to classify Shipper's rate as a discount and, if Transporter makes such election, Shipper shall execute a discounted rate letter agreement to that effect; provided, however, that, regardless of whether Transporter classifies Shipper's rate as a discount rate, Shipper's actual reservation and commodity rates and volumes during the Initial Extension and the Subsequent Extension shall be as described in the "Extension Rates" portion of the attached Negotiated Rate Letter Agreement; provided further, all other terms and conditions of Shipper's service shall remain unchanged. Upon the end of the Subsequent Extension, if exercised, Shipper shall have a Contractual Right of First Refusal with respect to its capacity on the Cameron Access Project in accordance with the Tariff.

Section 4. Rates. Shipper shall pay the rates as set forth in the Negotiated Rate Letter Agreement attached hereto as Appendix B (the "Negotiated Rate Letter Agreement") as such rate may be revised in accordance with the conditions set forth in the Negotiated Rate Letter Agreement and Section 5 herein. Shipper shall pay the applicable Tariff FTS-1 Maximum Recourse Rate if at any time an element of the rates as set forth in the Negotiated Rate Letter Agreement is no longer applicable or allowed by the Commission.

Section 5. Rate Protection. Notwithstanding the rates reflected in the Negotiated Rate Letter Agreement or anything else to the contrary, if Transporter enters or has entered into a



binding contract prior to or within five (5) years of the Effective Date for firm transportation service for (a) a primary term of greater than ten (10) years with another customer (other than (i) a replacement shipper under a capacity release of this Agreement, (ii) the Service Agreement between Transporter and MITSUI & CO. CAMERON LNG SALES, INC., or (iii) the Service Agreement between Transporter and ENGIE S.A., or any assignment thereof or replacement shipper under a capacity release thereof) on all or any portion of the new lateral that is included as part of the Cameron Access Project and (b) whose applicable daily reservation rate or 100 percent load factor equivalent is lower than Shipper's reservation rate or 100 percent load factor equivalent as set forth in the Negotiated Rate Letter Agreement (and which lower rate is not the Cameron Access Project recourse rate or the Transporter pipeline general system recourse rate), then Transporter shall apply the same lower reservation rate to an equivalent amount of Shipper's capacity for the duration of such other customer's contract. Any such rate adjustment pursuant to this Section 5 shall be prospective from the time that the new contract is entered into by Transporter.

Section 6. Severability. In the event that any of the provisions of this Agreement or the Negotiated Rate Letter Agreement are held to be unenforceable or invalid by the FERC or any court of competent jurisdiction, the Parties shall negotiate an equitable adjustment to the provisions of this Agreement or the Negotiated Rate Letter Agreement with a view toward effecting to the extent possible the original purpose of this Agreement and the Negotiated Rate Letter Agreement, and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby.

Section 7. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana Street, Suite 700, Houston, TX 77002, Attention: Contracts and notices to Shipper shall be addressed to it at MARUBENI NATURAL GAS AND LNG AMERICA CORP., 2800 Post Oak Boulevard, Suite 6000, Houston, TX 77056, Attention: Yutaka Nakazato, President/CEO, until changed by either Party by written notice.

Section 8. Superseded Agreements. This Agreement amends, restates, and supersedes, as of the effective date hereof, the following Service Agreement(s): FTS-1 Service Agreement No. 177680 Revision 1 dated July 24, 2018, in its entirety.

[The signatures of the Parties immediately follow.]



IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Service Agreement as of the date first written above.

MARUBENI NATURAL GAS AND
LNG AMERICA CORP.

COLUMBIA GULF TRANSMISSION, LLC

By: 

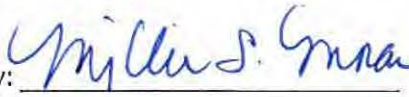

By:  

Name: Yutaka Nakajato

Name: Russell A. Mahan
Vice President

Title: President / CEO

Title: _____

By:  

Name: Millie S. Moran
Vice President

Title: _____



Revision No. 2

Appendix A to Service Agreement No. 177680

Under Rate Schedule FTS-1

between Columbia Gulf Transmission, LLC ("Transporter")

and

Marubeni Natural Gas and LNG America Corp. ("Shipper")

Transportation Demand

Begin	End	Transportation	Recurrence
<u>Date</u>	<u>Date</u>	<u>Demand Dth/day</u>	<u>Interval</u>
1/	1/	56,250	1/1-12/31

Primary Receipt Points

Begin	End	Measuring	Measuring	Maximum Daily Quantity	Recurrence
<u>Date</u>	<u>Date</u>	<u>Point No.</u>	<u>Point Name</u>	<u>(Dth/day)</u>	<u>Interval</u>
1/	1/	2/		2/	1/1-12/31



Primary Delivery Points

<u>Begin</u>	<u>End</u>	<u>Measuring</u>	<u>Measuring</u>	<u>Maximum Daily Quantity</u>	<u>Recurrence</u>
<u>Date</u>	<u>Date</u>	<u>Point No.</u>	<u>Point Name</u>	<u>(Dth/day)</u>	<u>Interval</u>
1/	1/	2/		2/	1/1-12/31

1/ Pursuant to Options outlined in Attachment A of the Negotiated Rate Letter Agreement

2/ Pursuant to Options outlined in Attachment A of the Negotiated Rate Letter Agreement

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.

Transporter and Shipper have mutually agreed to the following maximum or minimum pressure commitments:

____ Yes ☒ No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 33 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 upon the end of Shipper's Subsequent Extension, if exercised, 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) 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.




MARUBENI NATURAL GAS AND
LNG AMERICA CORP.

By: 

Name: Yutaka Nakazato

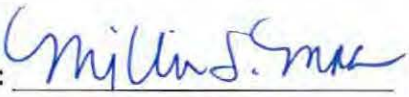
Title: President / CEO

COLUMBIA GULF TRANSMISSION, LLC

By:  RB

Name: Russell A. Mahan
Vice President

Title: _____

By:  RB

Name: Millie S. Moran
Vice President

Title: _____



Revision No. 2

Appendix B to Service Agreement No. 177680

Under Rate Schedule FTS-1

between Columbia Gulf Transmission, LLC ("Transporter")

and

Marubeni Natural Gas and LNG America Corp. ("Shipper")

Negotiated Rate Letter Agreement (attached)

September 27, 2018

MARUBENI NATURAL GAS AND LNG AMERICA CORP.
2800 Post Oak Boulevard, Suite 6000
Houston, Texas 77056
Attention: Yutaka Nakazato, President/CEO
Fax: 713-871-5745

RE: FTS-1 Service Agreement No. 177680 Revision 2
Amended and Restated Negotiated Rate Letter Agreement

Dear General Manager:

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

Shipper and Transporter hereby agree:

1. The "Negotiated Rates" during the primary term for the transportation service provided shall be those rates agreed upon as set forth in Attachment A hereto, as adjusted pursuant to Paragraph 3 if applicable and Section 4 of the Service Agreement, if applicable. The Negotiated Rates during any extensions shall be those as set forth in Paragraph 7. In addition to the Negotiated Rates, Shipper shall provide the Retainage applicable to Rate Schedule FTS-1, as such may change from time to time. In addition to the other rates and charges, Shipper shall pay any and all demand and commodity surcharges specified in Transporter's FERC Gas Tariff that are applicable to service under Rate Schedule FTS-1 as such may change from time to time.



2. For the full term of the Service Agreement (including any extensions) and full volume, Shipper will have the right to access all receipts on the Columbia Gulf system and the Negotiated Rates (with no incremental charge) shall apply when gas is received at any point of receipt on the Columbia Gulf system, including the new interconnect at the Cameron LNG facility, for delivery to the Cameron LNG facility, Florida Gas Transmission (meter 4118), Transcontinental Gas Pipeline (meter 478), Egan Storage (meter 4123), Pine Prairie (meter 4205), Perryville Storage (meter 4235), Jefferson Island (meter 4119), Henry Hub (meter 519), and Texas Eastern Transmission St Landry (meter 479). For deliveries to other interstate pipelines, in addition to the Negotiated Rates, Shipper will pay an incremental daily demand charge of \$.05 per Dth, and for gas delivered to any other delivery point, Shipper will pay an incremental daily demand charge equivalent to the then-existing maximum reservation rate for Rate Schedule FTS-1 set forth in Transporter's FERC Gas Tariff. Shipper's primary receipt and delivery points are those found in Appendix A to the Service Agreement.
3. As a result of the operation of the Daily Demand Rate adjustment mechanism set forth in Paragraph 3 of the Negotiated Rate Letter Agreement executed by and between the Parties on July 24, 2018, the Daily Demand Rate was increased by a factor of 1.04023 effective as of September 29, 2018 ("Increased Daily Demand Rate"). The Increased Daily Demand Rate is reflected on the ATTACHMENT A. Shipper shall have a one-time right, exercised on or before August 31, 2019, to review Columbia's books and records as reasonably necessary to verify Cameron Access Project costs used in the calculation of the Daily Demand Rate adjustment mechanism described above.
4. From and after the Effective Date (as defined in the Service Agreement) for Train 3 (as defined in the Precedent Agreement), Shipper will make an additional payment ("Throughput Commitment Charge") to Columbia if, in any calendar year during the Initial Term and any subsequent term (pro rated for any partial calendar year), Shipper fails to flow at least seventy six percent (76%) of the total demand quantity ("Throughput Commitment").

All scheduled volumes, both primary and secondary, will be credited as actual throughput for purposes of determining whether Shipper has met this requirement. The Throughput Commitment Charge shall be calculated in accordance with the following formula:

$$\text{Throughput Commitment Charge} = [(\text{Quantity} \times \text{Days} \times .76) - \text{Actual Throughput}] \times \$0.05$$

Where:

"Quantity" means the daily transportation demand quantity applicable to Shipper during such calendar year

"Days" means the number of days that Service is available during such calendar year

"Actual Throughput" means the aggregate volumes of throughput actually made by Shipper during such calendar year

Shipper shall pay the Throughput Commitment Charge for each calendar year, which shall be invoiced on Shipper's bill, for December service issued the following January.

Any assignment made by Shipper of part of its entitlement to Cameron Access Project capacity prior to the effective date of the Service Agreement shall reduce Shipper's Throughput Commitment to the extent that Shipper's Quantity is reduced due to such assignment.

All volumes scheduled using any portion of Shipper's Quantity through capacity release, if applicable, will be credited to Actual Throughput for use in calculating the Throughput Commitment Charge.

5. In addition to all applicable demand charges hereunder, if any portion of Shipper's Quantity is subject to a capacity release, Shipper shall be responsible each month for any deficiency in Columbia's revenues due to the replacement shipper's payment of a commodity charge lower than the applicable commodity charge described in Paragraph 1 above ("Capacity

Release True-Up Charge") during the Initial Term or any subsequent term. The Capacity Release True-up Charge shall be calculated in accordance with the following formula:

$$\text{Capacity Release True-Up Charge} = \text{CR Quantity} \times [\text{Contract Price} - \text{CR Price}]$$

Where:

"CR Quantity" means the aggregate volumes of throughput actually scheduled by the replacement shipper assuming capacity under such capacity release during such month

"CR Price" means the per/Dth commodity charge exclusive of surcharges paid by the replacement shipper assuming capacity under such capacity release during such month

"Contract Price" means the per/Dth commodity charge exclusive of surcharges that would have been payable by Shipper for the gas transported absent the capacity release

Each month, Shipper shall pay the Capacity Release True-up Charge, which shall be invoiced on Shipper's bill.

Columbia agrees that in the event of a capacity release under the Service Agreement, Columbia will comment in support of Shipper's efforts to obtain a waiver from FERC permitting it to pass through the Negotiated Rates applicable under this Negotiated Rate Letter Agreement to the shipper assuming capacity under such capacity release.

6. The following rates shall be the Negotiated Rates during any extension pursuant to Section 3 of the Service Agreement:

Volume	Daily Demand	Daily Commodity
1 st 31,250 Dth/d	\$0.1560	\$0.035
Next 25,000 Dth/d	\$0.1456	\$0.06

7. Capitalized terms not otherwise defined in this Negotiated Rate Letter

Agreement shall have the meanings set forth in the Service Agreement, or if not defined in the Service Agreement, in Columbia's FERC Gas Tariff.

8. The Parties acknowledge and agree that the reference to "June 2, 2018" in Section 6 of Attachment B to the Precedent Agreement has been replaced with "September 30, 2018" as a result of the events described in the letter dated March 15, 2018 pursuant to which Shipper exercised its right to delay such date and the Effective Date.
9. This Negotiated Rate Letter Agreement amends, restates, and supersedes, effective as of the date written below, the Negotiated Rate Letter Agreement, dated July 24, 2018, executed by Shipper and Columbia, in its entirety.

Accepted and agreed to this 27th day of September, 2018.


Marubeni Natural Gas and LNG America Corp.

By: 

Name: Yutaka Nakazato

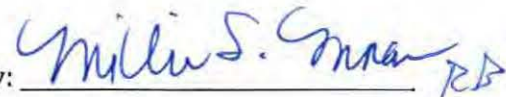
Title: President / CEO

Columbia Gulf Transmission, LLC

By:  RB

Name: Russell A. Mahan
Vice President

Title: _____

By:  RB

Name: Mille S. Moran
Vice President

Title: _____

ATTACHMENT A

Primary Receipt Point(s)	Primary Delivery Point(s)	Transportation Demand (Dth/day)	Term	Rate Schedule
CenterPoint Energy Gas Transmission (Meter No. 4203)	Cameron (Meter No. 4246)	18,750 Dth/day	September 29, 2018 through Initial Term	FTS-1
Gulf Crossing (Meter No. 4221)	Cameron (Meter No. 4246)	18,750 Dth/day	November 20, 2018 through the Initial Term	FTS-1
Mainline Pool (Meter No. P20)	Cameron (Meter No. 4246)	18,750 Dth/day	December 1, 2018 through the Initial Term	FTS-1

"Base Rates"

September 29, 2018 to November 19, 2018

Volume	Daily Demand	Daily Commodity
18,750 Dth/d	\$0.2289	\$0.00

November 20, 2018 to November 30, 2018

Volume	Daily Demand	Daily Commodity
37,500 Dth/d	\$0.2289	\$0.00

December 1, 2018 through Initial Term

Volume	Daily Demand	Daily Commodity
1 st 31,250 Dth/d	\$0.1560	\$0.035
Next 25,000 Dth/d	\$0.1456	\$0.06