Columbia Gulf Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs
Proposed Effective Date: November 1, 2024
Service Agreement No. 305980-0 – Vitol Inc
Option Code A

Service Agreement No. 305980 Revision No. 0

FTS-1 SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this <u>30thday of october</u>, <u>2024</u>, by and between COLUMBIA GULF TRANSMISSION, LLC ("Transporter") and VITOL INC. ("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 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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission herein contained.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. <u>Term.</u> Service under this Agreement shall commence as of November 1, 2024, and shall continue in full force and effect until March 31, 2025. 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. Rates. Shipper shall pay the charges and furnish the 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); and (f) production and/or reserves committed by the Shipper.

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 Vitol Inc., 2925 Richmond Ave., 11th Floor, Houston, TX 77098, Attention: Walker Weston, 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.

VITOL INC.

Ву

Title

Vice President - Trade Processing

Date 10/30/2024

COLUMBIA GULF TRANSMISSION, LLC

By Coci

Title VP Marketing

Date Oct 30, 2024

DR JR 25

Revision No. 0

Appendix A to Service Agreement No. 305980 Under Rate Schedule FTS-1 between Columbia Gulf Transmission, LLC ("Transporter") and Vitol Inc. ("Shipper").

Begin Date 11/01/2024		End Date 03/31/2025		Transportatio Demand Dth/o	lay Interva	Recurrence Interval 1/1 - 12/31	
			Primary Receipt	: Points			
Begin Date 11/01/2024	End Date 03/31/2025	Measuring Point No. 4204R	Measuring Poil Gulf South Del		Maximum Daily Quantity (Dth/day) 25,000	Recurrence Interval 1/1 - 12/31	
Primary Delivery Points							
Begin Date 11/01/2024	End Date 03/31/2025	Measuring Point No. 2700010	Measuring Poil	<u>nt Name</u>	Maximum Daily Quantity (Dth/day) 25,000	Recurrence Interval 1/1 - 12/31	

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

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

			, 0			,			
			able blank) Tran suant to Section					Regulatory insporter's FERC	Gas
refusal	set forth from t YesX No ons of General	me to time in (Check applic Terms and Co	Section 4 of the	General Tern Service Agre 4. Right of fir	ns and Cond eement cover st refusal rig	itions of 1 rs interim hts, if any	ransporter's capacity so	alent to the right of s FERC Gas Tari ald pursuant to the to this interim	iff.
VITOL By Title Date	Vice Presid	ent - Trade	Processing	By Title	VP Marketing Oct 30, 2024	F TRANS	MISSION, L	LC	

of first



October 23, 2024

Vitol Inc.
2925 Richmond Ave, 11th Floor
Houston, TX 77098
Attention: Walker Weston
wkw@vitol.com

RE: FTS-1 Service Agreement No. 305980 Negotiated Rate Letter Agreement

Dear Walker:

This Negotiated Rate Letter Agreement ("NRL") between Columbia Gulf Transmission, LLC ("Transporter" or "CGT") and Vitol Inc. ("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 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 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.

Vitol Inc.

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 30th day of October 2024.

By:
Title: Vice President - Trade Processing
Date: 10/30/2024
Columbia Gulf Transmission, LLC
By:
Title:
Date: Oct 30, 2024
DR JR 25

ATTACHMENT A

NEGOTIATED RESERVATION RATES

Primary Receipt Point(s)*	Primary Delivery Point(s)*	Transportation Demand (Dth/day)	Term	Demand Rate	Commodity Rate	Rate Schedule
Gulf South Delhi (4204R)	Columbia Gulf Rayne (2700010)	25,000 Dth/day	November 1, 2024 – March 31, 2025	*/**	Maximum applicable recourse commodity rate as may be amended from time to time	FTS-1

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 Gulf, La. – Columbia Gulf, mainline - Applicable Retainage - Applicable Commodity Charges & Surcharges – Applicable Demand Charge.

^{*} 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 \$3.04/dth from November 1, 2024 through March 31, 2025.

^{**}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 \$1.52/Dth for the term of November 1, 2024 through March 31, 2025 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 an Alternative Volumetric Rate set forth in Section 3.

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

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

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

Columbia Gulf, mainline = The Inside FERC first of month price of Columbia Gulf, mainline as published in Platts Inside FERC First of Month Gas Report for the gas day of scheduled transportation.

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. Alternative Volumetric Rate:

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