

Columbia Gulf Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs
Proposed Effective Date: March 11, 2022
Service Agreement No. 221225 – Sabine Pass Liquefaction, LLC
Option Code A

Service Agreement No. 221225
Revision No. 1

FTS-1 SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 21 day of October, 2020, by and between COLUMBIA GULF TRANSMISSION, LLC ("Transporter") and SABINE PASS LIQUEFACTION, 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 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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission herein contained.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 as of the later of (a) the date that Transporter is physically capable and legally authorized to provide service at its anticipated new meter at or near Transporter's existing Evangeline meter into the Transcontinental Gas Pipeline or (b) November 1, 2019 and shall continue in full force and effect until the earlier of (c) the in-service date of the entirety of Transporter's Louisiana Xpress Project or (d) May 1, 2024. 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. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana St., Houston, Texas 77002-2700, Attention: Director, Business Development and notices to Shipper shall be addressed to it at 700 Milam Street, Suite 1900, Houston, TX 77002 Attention: Contract Administration, 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): 221225 Revision 0

SABINE PASS LIQUEFACTION,
LLC

By 

Executive Vice President,

Title Worldwide Trading

Date 22-Oct-2020



COLUMBIA GULF TRANSMISSION, LLC

DocuSigned by:

By Carol Wehlmann

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Title Manager, USNG Contracts

Date October 23, 2020

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Revision No. 1

Appendix A to Service Agreement No. 221225
Under Rate Schedule FTS-1
between Columbia Gulf Transmission, LLC ("Transporter")
and Sabine Pass Liquefaction, LLC ("Shipper")

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
11/1/2019	1/	448,500	11/1 - 3/31
		357,000	4/1 -10/31

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Recurrence Interval</u>
11/1/2019	1/	P20	CGT Mainline Pool	448,500	11/1 - 3/31
		P20	CGT Mainline Pool	357,000	4/1 -10/31

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Recurrence Interval</u>
11/1/2019	10/31/2020	478	CGT- Evangeline Two	448,500	11/1-3/31
11/1/2019	10/31/2020	478	CGT- Evangeline Two	357,000	4/1-10/31
11/1/2020	1/	478	CGT- Evangeline Two	248,500	11/1-3/31
11/1/2020	1/	478	CGT- Evangeline Two	157,000	4/1-10/31
11/1/2020	1/	4206	Kinder Morgan La.	200,000	11/1-3/31
11/1/2020	1/	4206	Kinder Morgan La.	200,000	4/1-10/31

1/ Pursuant to Section 2 of the Service 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 X 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 X 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.

 X 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.

SABINE PASS LIQUEFACTION,
LLC

By 
Executive Vice President,
Title Worldwide Trading

Date 22-Oct-20



COLUMBIA GULF TRANSMISSION, LLC

DocuSigned by:
By Carol Wehmann
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Title Manager, USNG Contracts

Date October 23, 2020

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JR

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DB

Appendix B to Service Agreement No. 221225

March 10, 2022
Sabine Pass Liquefaction, LLC
700 Milam Street
Suite 1900
Houston, TX 77002

RE: FTS-1 Service Agreement No. 221225 Revision 1 ("Agreement")
Amended and Restated Negotiated Rate Letter Agreement Revision 2

Dear Sir or Madam:

This Amended and Restated Negotiated Rate Letter Agreement Revision 2, effective March 10, 2022, between Columbia Gulf Transmission, LLC ("Transporter" or "CGT") and Sabine Pass Liquefaction, LLC ("Shipper"), shall set forth the applicable rates, calculations thereof, and rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the 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" for the transportation service provided shall be those rates and terms agreed upon as set forth in Attachment B-1 hereto.

Accepted and agreed to this ____ day of March , 2022.

Sabine Pass Liquefaction, LLC

By: J. Corey Grindal AB

Title: J. Corey Grindal

Date: March 10, 2022

Columbia Gulf Transmission, LLC

By: Russell Mahan
DocuSigned by:
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Title: Vice President - Business Development

Date: March 10, 2022

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JS

Appendix B to Service Agreement No. 221225

ATTACHMENT B-1**NEGOTIATED RESERVATION RATES**

Primary Receipt Point(s)*	Primary Delivery Point(s)*	Transportation Demand* (Dth/day)	Term	Daily Negotiated Demand Rate***	Commodity Rate	Rate Schedule
CGT Mainline Pool (P20)	CGT-Evangeline Two (478)	448,500 Dth/day for November 1 st through March 31 st of each year	11/01/2019 through 10/31/2020	Except as otherwise provided by the terms set forth below under ***, (i) \$0.25/Dth from the Commencement Date (as defined below) through March 10, 2022.	The maximum applicable general system commodity rate applicable under FTS-1	FTS-1
CGT Mainline Pool (P20)	CGT-Evangeline Two (478)	357,000 Dth/day for April 1 st through October 31 st of each year	11/01/2019 through 10/31/2020	Except as otherwise provided by the terms set forth below under ***, (i) \$0.25/Dth from the Commencement Date (as defined below) through March 10, 2022	The maximum applicable general system commodity rate applicable under FTS-1	FTS-1
CGT Mainline Pool (P20)	CGT-Evangeline Two (478)	157,000 Dth/day for April 1 st through October 31 st of each year	11/01/2020 through 03/10/2022	Except as otherwise provided by the terms set forth below under ***, (i) \$0.25/Dth from the Commencement Date (as defined below) through March 10,	The maximum applicable general system commodity rate applicable under FTS-1	FTS-1

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CGT Mainline Pool (P20)	CGT-Evangeline Two (478)	248,500 Dth/day November 1 st through March 31 st of each year	11/01/2020 through 03/10/2022	Except as otherwise provided by the terms set forth below under ***, (i) \$0.25/Dth from the Commencement Date (as defined below) through March 10, 2022.	The maximum applicable general system commodity rate applicable under FTS-1	FTS-1
CGT Mainline Pool (P20)	Kinder Morgan La. (4206)	200,000 Dth/D for April 1 st through October 31 st of each year	11/01/2020 through 03/10/2022	Except as otherwise provided by the terms set forth below under ***, (i) \$0.25/Dth from the Commencement Date (as defined below) through March 10, 2022 the remainder of the Term.	The maximum applicable general system commodity rate applicable under FTS-1	FTS-1
CGT Mainline Pool (P20)	Kinder Morgan La. (4206)	200,000 Dth/D for November 1 st through March 31 st of each year	11/01/2020 through 03/10/2022	Except as otherwise provided by the terms set forth below under ***, (i) \$0.25/Dth from the Commencement Date (as defined below) through March 10, 2022	The maximum applicable general system commodity rate applicable under FTS-1	FTS-1
CGT Mainline Pool (P20)	CGT-Evangeline Two (478)	157,000 Dth/day for April 1 st through October 31 st of each year	03/11/2022 through the end date described below.**	\$0.18	The maximum applicable general system commodity rate applicable	FTS-1

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					under FTS-1	
CGT Mainline Pool (P20)	CGT-Evangeline Two (478)	248,500 Dth/day November 1 st through March 31 st of each year	03/11/2022 through the end date described below. **	\$0.18	The maximum applicable general system commodity rate applicable under FTS-1	FTS-1
CGT Mainline Pool (P20)	Kinder Morgan La. (4206)	200,000 Dth/D for April 1 st through October 31 st of each year	03/11/2022 through the end date described below. **	\$0.18	The maximum applicable general system commodity rate applicable under FTS-1	FTS-1
CGT Mainline Pool (P20)	Kinder Morgan La. (4206)	200,000 Dth/D for November 1 st through March 31 st of each year	03/11/2022 through the end date described below. **	\$0.18	The maximum applicable general system commodity rate applicable under FTS-1	FTS-1

*** Reflects Transportation Demand volume requested by Shipper. Actual Transportation Demand volume is subject to Transporter's completion of a horsepower replacement/reliability project at its existing Alexandria compressor station (currently anticipated to be completed and in-service by November 1, 2019). Without completion of such horsepower replacement/reliability project, Shipper's Transportation Demand may be reduced by up to an additional 30,000 Dth/day.**

**** The Term shall commence on the later of (a) the date that Transporter is physically capable and legally authorized to provide service at its anticipated new meter at or near Transporter's existing Evangeline meter into the Transcontinental Gas Pipeline and (b) November 1, 2019 (such date upon which the Term commences being the "Commencement Date"). The Agreement shall continue in full force and effect until:**

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(x) in the event the Amended and Restated Louisiana XPress Project Precedent Agreement between Shipper and Transporter dated April 19, 2019 (“PA”) is terminated by either Shipper or Transporter pursuant to any of such party’s termination rights under the PA, the later of:

- (i) the effective date of such termination, and
- (ii) February 1, 2022; or

(y) in the event the PA has not been terminated by either Shipper or Transporter pursuant to any of such party’s termination rights under the PA, the earlier of:

- (i) commencement of service under the FSSA, as such term is defined in the PA, and
- (ii) November 1, 2022.

Shipper shall not have a right of first refusal.

*** In addition to the Daily Negotiated Demand Rate as applicable, and the Commodity Rate, Shipper shall pay all reservation related surcharges and commodity surcharges under Rate Schedule FTS-1 pursuant to the Tariff, which shall include Retainage, as defined in the Tariff, as well as governmental surcharges and any changes associated with mandated compliance with new or revised regulations or legislation (i.e. environmental and safety), applicable to Transporter’s Rate Schedule FTS-1, except as otherwise set forth herein. Notwithstanding the foregoing, any such reservation related surcharges or commodity surcharges or other charges shall never include any modernization surcharges as such are described by the FERC in Docket No. PL15-1-000 that are related to the Enhanced Mainline that are in any manner related to CGT-Evangeline Two (and to the extent Transporter does not break out such modernization charges, such exclusion will cover all modernization charges on Transporter), even if such modernizations surcharges are otherwise authorized under the Tariff.

If the Shipper terminates the PA pursuant to Section 6(c)(i) or Section 6(c)(ii) thereof, then:

- (a) if the Commencement Date has not occurred prior to or at the time of the effectiveness of such termination of the PA (such date being the “PA Termination Date”), then notwithstanding anything else in the Agreement, Shipper’s Daily Negotiated Demand Rate shall be modified to a negotiated rate equal to the per Dth maximum applicable general system daily demand rate under Rate Schedule FTS-1 (the “Max Daily Demand Rate”) for the Term;
- (b) if the Commencement Date has occurred prior to or at the time of the PA Termination Date, and the PA Termination Date occurs prior to February 1, 2022, then:

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- a. notwithstanding anything else in the Agreement, Shipper's Daily Negotiated Demand Rate shall be modified to a negotiated rate equal to the Max Daily Demand Rate for remainder of the Term from and after the PA Termination Date; and
- b. Shipper's Daily Negotiated Demand Rate shall be further modified by decreasing it by an amount calculated as follows to achieve a per Dth/day basis:
 - i. (x) (i) \$0.085, *times* (ii) the Transportation Demand set forth above, adjusted to reflect the average Transportation Demand quantity applicable for the days from the Commencement Date until the PA Termination Date, *times* (iii) the number of days from the Commencement Date until the PA Termination Date; *divided* by (y) the product of (i) the average Transportation Demand quantity applicable for the days remaining in the Term as of the PA Termination Date and (ii) the number of Days remaining in the Term as of the PA Termination Date; and
 - ii. If this Agreement is to be terminated pursuant to a then-existing right of termination prior to the natural expiration of the Term such that Shipper would not receive the full benefit of the modification to the Daily Negotiated Demand Rate provided under Section (b)b., then:
 - 1. Notwithstanding anything in any notice of termination of this Agreement to the contrary, the Term shall end one (1) day after the effectiveness of such notice of termination; and
 - 2. The modification contemplated in Section (b)b.i. shall cease to apply for the additional day of the Term, and Shipper's Daily Negotiated Demand Rate set forth in Section (b)a. for the additional day of the Term shall be further modified by decreasing it by an amount calculated as follows to achieve a per Dth/day basis:
 - a. (x) Any amounts calculated in Section (b)b.i.(x) not yet applied as a decrease to the Negotiated Daily Demand Rate as contemplated in Section (b)b.i.; *divided* by (y) the applicable Transportation Demand for the additional day added under Section (b)b.ii.1.

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- (c) if the Commencement Date has occurred prior to or at the time of the PA Termination Date, and the PA Termination Date occurs on or after February 1, 2022, then:**
- a. Notwithstanding anything else in the Agreement, one additional day shall be added to the Term; and**
 - b. Shipper's Daily Negotiated Demand Rate for the additional day of the Term shall be modified by decreasing it by an amount calculated as follows to achieve a per Dth/day basis:**
 - i. (x) (i) \$0.085, *times* (ii) the Transportation Demand set forth above, adjusted to reflect the average Transportation Demand quantity applicable for the days in the period from the Commencement Date to the earlier of the PA Termination Date and August 1, 2022, *times* (iii) the number of days from the Commencement Date until the earlier of the PA Termination Date and August 1, 2022, (y) *divided* by the applicable Transportation Demand for such additional day of the Term.**
- (d) The Parties agree that the modified Daily Negotiated Demand Rate may be lower than the minimum applicable general system demand rate applicable under Transporter's Rate Schedule FTS-1, and it may be negative.**

In the event the PA is terminated by either party thereto pursuant to any of such party's termination rights therein (other than (x) Shipper's rights to terminate under (i) Section 5(b) of the PA with respect to the condition precedent set forth in Section 5(a)(ii), or (ii) Section 6(c)(i) or 6(c)(ii) of the PA, which is addressed in the preceding paragraph, or (y) Transporter's rights to terminate under Section 6(b)(i) or 6(b)(ii) of the PA), then Shipper's Daily Negotiated Demand Rate shall be modified to equal the Max Daily Demand Rate from the PA Termination Date through the remainder of the Term.

Secondary Points:

Shipper would have secondary receipt point and delivery point access under Transporter's Rate Schedule FTS-1 pursuant to the terms and conditions of the Tariff at no incremental charge.