

Columbia Gulf Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs
Proposed Effective Date: July 1, 2023
Service Agreement No. 210086-5 – TotalEnergies Gas & Power North America, Inc.
Option Code A

Service Agreement No. 210086

Revision No. 5

FTS-1 SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 29th day of July 2023, by and between COLUMBIA GULF TRANSMISSION, LLC (“Transporter”) and TOTALENERGIES GAS & POWER NORTH AMERICA, INC. (“Shipper”) (collectively 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”), 412,500 Dth/d through November 24, 2018 and 393,750 Dth/d thereafter 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No. 1 (“Tariff”), on file with the Federal Energy Regulatory Commission (“Commission”), as the same may be amended or superseded in accordance with the rules and regulations of the Commission herein contained.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 commenced on the “Effective Date,” of October 16, 2018. The initial term of the Service Agreement shall begin on the Effective Date and shall remain in full force and effect through May 31, 2038 (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 its Service 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 the Service 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, 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 Service Agreement, (ii) the Service Agreement between Transporter and MITSUI & CO. CAMERON LNG SALES, INC., or (iii) the Service Agreement between Transporter and Marubeni Natural Gas and LNG America Corp., 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.

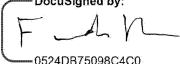
Section 6. Severability. In the event that any of the provisions of this Service Agreement or the Negotiated Rate Letter Agreement are held to be unenforceable or invalid by the FERC or any court of competent jurisdiction, the Parties shall negotiate an equitable adjustment to the provisions of this Service Agreement or the Negotiated Rate Letter Agreement with a view toward effecting to the extent possible the original purpose of this Service 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, Suite 1300, Houston, Texas 77002, Attention: Contracts and notices to Shipper shall be addressed to it at 1201 Louisiana, Suite 1400, Houston, TX 77002, Attention: Contract Administration, until changed by either party by written notice.

Section 8. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): 210086, Revision 0.

Section 9. Credit Annex. The credit requirements are incorporated herein by reference with full force and effect and are made a part of this Service Agreement as though restated herein verbatim.

TOTALENERGIES GAS & POWER
NORTH AMERICA, INC.

DocuSigned by:

0524DB75098C4C0...
By: Fundi Mwamba

Title: President & CEO

Date: 6/29/2023

COLUMBIA GULF TRANSMISSION, LLC

By: 

Title: VP Marketing

Date: 06/30/2023

JR

vs

Revision No. 5

Appendix A to Service Agreement No. 210086

Under Rate Schedule FTS-1

between Columbia Gulf Transmission, LLC ("Transporter")

and TotalEnergies Gas & Power North America, Inc.

("Shipper")

Transportation Demand

Begin	End	Transportation	Recurrence
<u>Date</u>	<u>Date</u>	<u>Demand Dth/</u>	<u>Interval</u>
1/	1/	<u>day</u>	1/1-12/31
		393,750	

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/	1/		1/	1/1-12/31

Primary Delivery 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/	1/		1/	1/1-12/31

1/ Pursuant to Options outlined in Attachment A of the Amended and Restated 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:

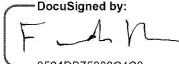
____ Yes ☒ No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 33 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

☒ 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.


TOTALENERGIES GAS &
POWER NORTH AMERICA, INC.

DocuSigned by:

0524DB75098C4C0...
By: Fundi Mwamba

Title: President & CEO

Date: 6/29/2023

COLUMBIA GULF TRANSMISSION, LLC

By: 

Title: VP Marketing

Date: 06/30/2023

Appendix B to Service Agreement No. 210086

Negotiated Rate Letter Agreement

June 28, 2023

TotalEnergies Gas & Power North America, Inc.
1201 Louisiana, Suite 1400
Houston, TX 77002
Attn: Courtney Hencke

RE: FTS-1 Service Agreement No. 210086 Revision 5
Amended and Restated Negotiated Rate Letter Agreement

Dear Courtney:

This Amended and Restated Negotiated Rate Letter Agreement between Columbia Gulf Transmission, LLC ("Transporter" or "Columbia") and TotalEnergies Gas & Power North America, Inc. ("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. 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 4, if applicable and Section 5 of the Service Agreement, if applicable. The Negotiated Rates during any extensions shall be those as set forth in Paragraph 8. 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. As set forth in the Second Amended & Restated Cameron Access Project Precedent Agreement between Columbia and Engie S.A. dated October 24, 2017 ("Precedent Agreement"), which was subsequently assigned by Engie S.A. to GLOBAL LNG, S.A.S. ("GLOBAL"), and thereafter terminated pursuant to its terms, provided however, any surviving rights and obligations under the Precedent Agreement have been assigned by Global to Shipper, Shipper shall take Service in the manner and at the rates set forth in Option 2 of Attachment A.
3. 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, P30 (Onshore Pool), 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 Kinder Morgan La. (meter 4206). 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 above-referenced FTS-1 Service Agreement.
4. As a result of the operation of the Daily Demand Rate adjustment mechanism set forth in Paragraph 4 of the Negotiated Rate Letter Agreement executed by and between the Parties and dated June 20, 2018, the Daily Demand Rate has been increased by a factor of 1.04023 ("Daily Demand Rate Increase"). For avoidance of doubt, the Daily Demand Rate Increase is included in the Daily Demand Rate set forth in 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 for purposes of this provision.

5. From and after the Scheduled Commercial Operations Date (as defined in the Precedent 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:

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 (as defined in the Precedent Agreement) 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 the Throughput Charge calculation.

6. 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:

Capacity Release True-Up Charge =

CR Quantity x [Contract Price – 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

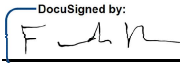
Each month, Shipper shall pay the Capacity Release True-up Charge, which shall be invoiced on Shipper's bill.

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 Amended and Restated Negotiated Rates Letter Agreement to the shipper assuming capacity under such capacity release.

7. The rates set forth in Attachment A hereto shall be the Negotiated Rates during any extension pursuant to Section 3 of the Service Agreement.
8. Capitalized terms not otherwise defined in this Amended and Restated Negotiated Rate Letter Agreement or the Service Agreement, or the Precedent Agreement where noted herein, shall have the meanings set forth in Columbia's FERC Gas Tariff.

Accepted and agreed to this 29th day of June 2023.

TotalEnergies Gas & Power North America, Inc.

By:  _____
DocuSigned by:
0524DB75098C4C0...

Title: President & CEO

Date: 6/29/2023

Columbia Gulf Transmission, LLC

By:  _____

Title: VP Marketing

Date: 06/30/2023

By:  _____

Title: Director, Transportation

Date: 06/30/2023

JR

VS

ATTACHMENT A

Option 2 : Train 2 & 3 Commissioning Option

Term Start	Term End	Primary Receipt Point	Primary Delivery Point	Transportation Demand (dth/day)	Daily Demand	Daily Commodity
July 1, 2018	November 24, 2018	Columbia Gulf Mainline Pool (P20)	Cameron LNG (meter no. 4246)	281,250	\$.0.20	\$0.00
July 23, 2018	November 24, 2018	Gulf Crossing (meter no. 4221)	Cameron LNG (meter no. 4246)	131,250	\$.0.20	\$0.00
November 25, 2018	May 31, 2038	Columbia Gulf Mainline Pool (P20)	Cameron LNG (meter no. 4246)	262,500	**	**
November 25, 2018	June 30, 2023	Gulf Crossing (meter no. 4221)	Cameron LNG (meter no. 4246)	131,250	**	**
July 1, 2023	May 31, 2038	Centerpoint (meter no. 4203)	Cameron LNG (meter no. 4246)	70,000	**	**
July 1, 2023	May 31, 2038	ETC- Tiger Pipeline (meter no. 4232)	Cameron LNG (meter no. 4246)	50,000	**	**
July 1, 2023	May 31, 2038	Gulf South Delhi (meter no. 4204R)	Cameron LNG (meter no. 4246)	11,250	**	**

****Option 2 Rates**

Volume	Base Daily Demand	Demand Rate Adder	Daily Commodity
1 st 218,750 Dth/d	\$0.156035	\$0.01	\$0.035
Next 175,000 Dth/d	\$0.145633	\$0.01	\$0.06

Shipper’s Effective Demand Rate for its Service Agreement shall be the sum of Option 2 Base Daily Demand, Option 2 Demand Rate Adder, and any cost sharing adjustment, if applicable.