# Columbia Gas Transmission, LLC FERC NGA Gas Tariff Baseline Tariffs

Proposed Effective Date: March 1, 2025

FTS Service Agreement No. 244599 – Expand Energy Marketing LLC Option Code A

Service Agreement No. 244599 Revision No. 2

#### FTS SERVICE AGREEMENT

THIS AGREEMENT, effective March 1, 2025, is made and entered into this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_, 2025, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and EXPAND ENERGY MARKETING 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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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. To effectuate Shipper's transportation, Transporter has acquired off-system capacity (approved by the Commission by Order issued December 30, 2015; 153 FERC ¶ 61,382 P 45) ("DTI Capacity") on Dominion Transmission Inc. ("DTI"), in addition to the transportation service to be rendered by Transporter.

Section 2. <u>Term.</u> This Agreement shall commence as of December 1, 2020, and shall continue in full force and effect until October 13, 2031 ("Initial Term"). 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.

At end of the Initial Term, Shipper shall have the right to extend its Service Agreement for the 205,000 Dth/day for two (2) successive five year terms (each an "Extended Term"), exercisable no later than fourteen (14) months prior to the expiration of the Initial Term or applicable Extended Term at the same rates and commercial terms contained herein.

Section 3. <u>Rates</u>. Shipper, having been apprised of the availability of a maximum recourse reservation rate for service under this Agreement, has elected to pay a formulaic daily negotiated reservation rate, as set forth below:

For the period through March 31, 2022, as well as during any Extended Term, \$0.395 per Dth, provided, however that at any time during this period that the DTI Capacity has been released

to Shipper, the rate shall be equal to \$0.395 per Dth less the lower of \$0.18 per Dth or the maximum capacity release rate applicable to the DTI Capacity.

For the period April 1, 2022 through October 13, 2031, \$0.381 per Dth, provided, however that at any time during this period that the DTI Capacity has been released to Shipper, the rate shall be equal to \$0.381 per Dth less the lower of \$0.18 per Dth or the maximum capacity release rate applicable to the DTI Capacity.

In addition to the negotiated reservation rate, Shipper shall also pay: (a) all commodity charges applicable to service under Rate Schedule FTS; (b) all demand and commodity surcharges applicable to service under Rate Schedule FTS, including the Capital Cost Recovery Mechanism surcharge, as well as the fuel retention applicable to the Rate Schedule FTS, as such may change from time to time; and (c) all applicable demand and commodity surcharges and fuel retention applicable to the DTI Capacity.

Shipper shall have full secondary receipt and delivery point access at no incremental charge.

Section 4. <u>Notices</u>. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana Street, Suite 1300, Houston, Texas 77002, Attention: Customer Services and notices to Shipper shall be addressed to it at Expand Energy Marketing LLC, 10000 Energy Drive, Spring, Texas 77389-4954, Attention: Lucy Erwin, 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): FTS No. 244599, Revision No. 1.

Section 6. <u>Capacity Release</u>. Transporter intends to release the DTI Capacity to Shipper according to the requirements and restrictions of DTI's FERC Gas Tariff via DTI's electronic bulletin board system. Shipper shall accept all temporary releases of DTI Capacity from Transporter at the applicable DTI currently effective maximum rate during the terms of Shipper's Agreement with Transporter. Pursuant to the DTI FERC Gas Tariff, Shipper shall fulfill all obligations and responsibilities required in the DTI tariff.

Transporter shall release the DTI Capacity on a basis that is recallable under DTI's tariff only in the event that Shipper is in breach of the Service Agreement, credit requirements in Attachment A, or is in violation of the capacity release terms or violates DTI's FERC Gas Tariff, and has failed to cure such breach or violation within 15 (fifteen) business days of notice of such breach or violation. Shipper shall maintain the right to re-release the DTI Capacity released to it by Transporter.

If Transporter loses access to the DTI Capacity due to termination of the service agreement between Transporter and DTI under which such capacity is provided, and Transporter is unable to continue to provide service to Shipper from the primary receipt point noted in Appendix A to the primary delivery point, then Shipper shall have the right to terminate this Service Agreement, which termination shall be without liability or access to any other remedies between Transporter and Shipper.

| EXPAND ENERGY MARKETING LLC                 | COLUMBIA GAS TRANSMISSION, LLC |
|---|--------------------------------|
| Signed by:  By Jason Eurty  223AA257A1AE404 | Ву                             |
| Title Vice President - Marketing            | Title                          |
| Date February 18, 2025   12:39 CST          | DateFeb 20, 2025               |
| Initial  BD                                 | JR DH                          |

Revision No. 2

Appendix A to Service Agreement No. 244599
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
and Expand Energy Marketing LLC ("Shipper")

## Transportation Demand

| Begin       | End         | Demand  | Recurrence |
|-------------|-------------|---------|------------|
| <u>Date</u> | <u>Date</u> | Dth/day | Interval   |
| 12/1/2020   | 10/13/2031  | 205,000 | 1/1-12/31  |

## Primary Receipt Points

| Begin<br><u>Date</u> | End<br><u>Date</u> | Scheduling Point No. <u>2/</u> | Scheduling<br>Point Name<br><u>2/</u> | Measuring Point No. | Measuring<br>Point Name | Maximum Daily Quantity (Oth/day) | Minimum Receipt Pressure Obligation (psig) 1/ | Recurrence <u>Interval</u> |
|----------------------|--------------------|--------------------------------|---------------------------------------|---------------------|-------------------------|----------------------------------|---|----------------------------|
| 12/1/2020            | 10/13/2031         | EB495                          | Boltz Hill                            |                     |                         | 205,000                          |   | 1/1-12/31                  |

### **Primary Delivery Points**

| Begin<br><u>Date</u>   | End Date            | Scheduling Point No. | Scheduling<br>Point Name | Measuring Point No. | Measuring Point Name | Maximum Daily Delivery Obligation ( <u>Dth/day) 1/</u> | Design Daily Quantity (Dth/day)  1/ | Minimum Delivery<br>Pressure Obligation<br>(psig) 1/ | Recurrence<br><u>Interval</u> |
|--|---------------------|----------------------|--------------------------|---------------------|----------------------|--|-------------------------------------|--|-------------------------------|
| 12/1/2020  | 0 10/13/2031        | P10                  | TCO Pool                 | P10                 | TCO Pool             | 205,000  |                                     |  | 1/1-12/31                     |
| 1/ Application of MDDOs, DDQs and ADQs, minimum pressure and/or hourly flowrate shall be as follows: |                     |                      |                          |                     |                      |  |                                     |  |                               |
| 2/   |                     |                      |                          |                     |                      | nipper's primary reco<br>n County, West Virg           |                                     | be the Transporter's intercor                        | nnect point                   |
| The M  | aster List of Inter | connects ("MLI       | ") as defined in         | Section 1 of the    | e General Terms      | s and Conditions of                                    | Transporter's Ta                    | ariff is incorporated herein b                       | y reference                   |

\_\_\_\_ Yes \_X\_ No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section

\_\_\_\_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

for purposes of listing valid secondary interruptible receipt points and delivery points.

42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

|   | sting points of interconnection within the MDDOs, ADQs and/or DDQs, as applicable, reement No Appendix A with Shipper, which are incorporated herein by reference. |
|---|--|
|   | rs interim capacity sold pursuant to the provisions of General Terms and Conditions pacity are limited as provided for in General Terms and Conditions Section 4.  |
| _X_ Yes No (Check applicable blank) This Service Agreement covers Right of first refusal rights, if any, applicable to this off-system capacity and | s off-system capacity sold pursuant to Section 47 of the General Terms and Conditions. re limited as provided for in General Terms and Conditions Section 47.      |
| EXPAND ENERGY MARKETING LLC  Signed by:  By Jason kurta   | COLUMBIA GAS TRANSMISSION, LLC  By   |
| Title Vice President - Marketing  | Title VP Marketing   |
| February 18, 2025   12:39 CST<br>Date   | DateFeb 20, 2025   |
| Initial  (F)    BD  | JR DH  |