Columbia Gas Transmission, LLC FERC NGA Gas Tariff Baseline Tariffs

Proposed Effective Date: June 1, 2019 Service Agreement No. 223197 – J. Aron & Company LLC Option Code A

Service Agreement No. 223197 Revision No. 0

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 31 day of May, 2019, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and J. ARON & COMPANY LLC ("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 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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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.

Section 2. <u>Term.</u> Service under this Agreement shall commence as of June 1, 2019, and shall continue in full force and effect until July 31, 2019. 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.

Section 3. Rates. Shipper shall pay Transporter the charges and furnish 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); (f) production and/or reserves committed by the Shipper; and (g) based on a formula including, but not limited to, published index prices for specific receipt and/or delivery points or other agreed-upon pricing points, provided that the resulting rate shall be no lower than the minimum nor higher than the maximum applicable rate set forth in the Tariff. In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rate so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sections. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates, which had been charged under a discount agreement, exceeded rates which ultimately are found to be just and reasonable.

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 J. Aron & Company LLC, 85 Broad Street, New York, NY 10004, Attention: J. Aron & Company, 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.

J. ARON & COMPANY LLC		COLUMBIA GAS TRANSMISSION, LLC			
Ву	Tim Bonhote	Ву	Carol Wehlmann		
Title	VP-Natural Gas Logistics	Title	Manager		
Date	May 31, 2019	Date	May 30, 2019		

Appendix A to Service Agreement No. 223197 Under Rate Schedule FTS between Columbia Gas Transmission, LLC ("Transporter") and J. Aron & Company LLC ("Shipper").

Transportation Demand

		Transportation	Recurrence
Begin Date	End Date	Demand Dth/day	<u>Interval</u>
06/01/2019	06/30/2019	10,000	1/1 - 12/31
07/01/2019	07/31/2019	30,000	1/1 - 12/31

Primary Receipt Points

Begin Date	End Date	Scheduling Point No.	Scheduling Point Name	Measuring <u>Point No.</u>	Measuring Point Name	Maximum Daily Quantity (Dth/day)	Minimum Receipt Pressure Obligation (psig) 1/	Recurrence Interval
06/01/2019	06/30/2019	A04	ALEXANDER AGG POINT 04	A04	ALEXANDER AGG POINT 04	10,000		1/1 - 12/31
07/01/2019	07/31/2019	A04	ALEXANDER AGG POINT 04	A04	ALEXANDER AGG POINT 04	30,000		1/1 - 12/31

Primary Delivery Points

		Scheduling		Measuring		Maximum Daily Delivery Obligation	Design Daily Quantity	Minimum Delivery Pressure Obligation	Recurrence
Begin Date	End Date	Point No.	Scheduling Point Name	Point No.	Measuring Point Name	(<u>Dth/day) 1/</u>	(Dth/day) 1/	(psig) 1/	Interval
<u>Dogini Dato</u>	<u> Liid Dato</u>	<u>1 01111 140.</u>	Solio daling 1 Sint Harris	<u>1 01110 1 40.</u>	<u>mododning i olite i tamo</u>	(Burady) II	(Billiady) II	(poig) 17	<u>iiitoi vai</u>
06/01/2019	06/30/2019	801	TCO-LEACH	801	TCO-LEACH	10,000			1/1 - 12/31
07/01/2019	07/31/2019	801	TCO-LEACH	801	TCO-LEACH	30,000			1/1 - 12/31

The Master List of Interconnects ("N purposes of listing valid secondary			d Conditions of Transporter's Tariff is in	corporated herein by reference for
Yes X No (Check applied 42 of the General Terms and Condition			greed to a Regulatory Restructuring Re	duction Option pursuant to Section
Yes X No (Check applic Section 4 of the General Terms and			usal equivalent to the right of first refusa	al set forth from time to time in
			s of interconnection within the MDDOs, greement No Appendix A wit	
			apacity sold pursuant to the provisions of as provided for in General Terms and 0	
			n capacity sold pursuant to Section 47 o nited as provided for in General Terms a	
J. ARON & COMPANY LLC		COLUMBIA GAS	S TRANSMISSION, LLC	
By Tim Bonhote		Ву	Carol Wehlmann	
Title VP-Natural Gas Lo	ogistics	Title	Manager	
Date May 31, 2019		Date	May 30, 2019	-



June 24, 2019

J. Aron & Company LLC 85 Broad Street New York, NY 10004 Attention: Kenan Arkan

RE: FTS Service Agreement No. 223197

Negotiated Rate Letter Agreement Revision 1

Dear Kenan:

This Negotiated Rate Letter Agreement ("NRL") between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and J. Aron & Company LLC ("Shipper"), shall set forth the applicable rates 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:

- 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 B-1 attached hereto.
- 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. These charges are allowed costs that shall be included in the monthly calculation.
- 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.

CW

ATTACHMENT B-1

NEGOTIATED RESERVATION RATES

Primary Receipt Point(s)*	Primary Delivery Point(s)	Transportation Demand (Dth/day)	Term	Daily Demand Rate	Daily Commodity Rate	Rate Schedule
Alexander Agg Point (A04)	TCO Leach (801)	10,000 Dth/day	6/1/2019- 6/30/2019	**	**	FTS
		11.6	-			
		30,000 Dth/day	7/1/2019- 7/31/2019			

^{*} Shipper shall have full secondary receipt point access, pursuant to the terms and conditions of TCO's FERC Gas Tariff, at no incremental charge.

^{**} Shipper agrees to pay to Transporter a Daily Demand Rate of \$0.035/Dth, plus exclusively for volumes delivered to Leach (801), 50% of the positive difference between Gas Daily Settled Price of Mainline Pool less TCO Pool (net of variables).