

Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs
Proposed Effective Date: July 1, 2023
FSS Service Agreement No. 279977-2 – Macquarie Energy LLC
Option Code A

Service Agreement No. 279977

Revision No. 2

FSS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of June, 2023, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and MACQUARIE ENERGY 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 FSS 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No.1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. Transporter shall store quantities of gas for Shipper up to but not exceeding Shipper's Storage Contract Quantity as 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 as of April 1, 2023, and shall continue in full force and effect until March 31, 2024. 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.

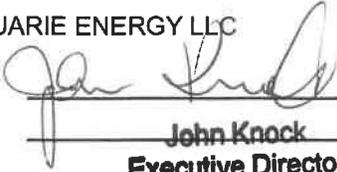
Section 3. Rates. Shipper shall pay Transporter the charges and furnish the Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to discount its rate to Shipper 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); (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. Notices. 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 Macquarie Energy LLC, One Allen Center, 500 Dallas Street, FL31, Houston, TX 77002, Attention: . Macquarie Energy LLC, 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): FSS No. 279977, Revision No. 1.

MACQUARIE ENERGY LLC

By



Title

John Knock

Date

Executive Director

6/7/2023



Kevin Pooler
Division Director

COLUMBIA GAS TRANSMISSION, LLC

By

Madeline Bingham

Title

Manager

Date

06/07/2023

DR

JR

VS

Appendix A to Service Agreement No. 279977
 Under Rate Schedule FSS
 between Columbia Gas Transmission, LLC ("Transporter")
 and Macquarie Energy LLC ("Shipper")

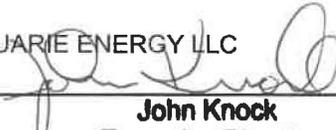
<u>Begin Date</u>	<u>End Date</u>	<u>Storage Contract Quantity (Dth)</u>	<u>Maximum Daily Storage Quantity (Dth/day)</u>
April 1, 2023	May 31, 2023	500,000	0
June 1, 2023	June 30, 2023	1,000,000	0
July 1, 2023	March 31, 2024	1,500,000	0

Yes No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 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 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.

Yes No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

MACQUARIE ENERGY LLC
 By 
 Title **John Knock**
Executive Director
 Date 6/7/2023


 Kevin Pooler
 Division Director

COLUMBIA GAS TRANSMISSION, LLC

 By _____
 Title **Manager**
 Date 06/07/2023

DR

JR

VS



Columbia Gas Transmission, LLC
700 Louisiana, Suite 1300
Houston, Texas 77002

June 6, 2023

Macquarie Energy LLC
500 Dallas Street, Suite 3300
Houston, TX 77002
Attn: John Knock

RE: FSS Service Agreement No. 279977 Revision 2
Negotiated Rate Letter Amendment

Dear Mr. Knock:

This Negotiated Rate Letter Amendment (“NRL”) between Columbia Gas Transmission, LLC (“Transporter” or “TCO”) and Macquarie Energy LLC (“Shipper”), shall set forth the applicable rates and other rate provisions associated with the storage 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. This NRL will be effective from the Effective Date to March 31, 2024.
2. Shipper will pay a negotiated capacity charge of \$0.0875 per Dth per month inclusive of Capital Cost Recovery Mechanism for storage services (CCRM-S).
3. In addition to payment of the negotiated capacity charge as set forth in Paragraph 2, Shipper must pay Transporter all applicable charges and surcharges in the Transporter’s FERC Gas Tariff, as amended from time to time, including, but not limited to, any new surcharge that may be approved by the FERC, a reservation charge, injection charges, withdrawal charges and retainage charges, with the exception of overrun charges which shipper shall not pay.
4. Required Approvals. This NRL, together with the Service Agreement will be filed with the FERC and shall be subject to FERC's acceptance of 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 Service 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.

Executed and agreed to this 7th day of June, 2023 ("Effective Date").

COLUMBIA GAS TRANSMISSION, LLC

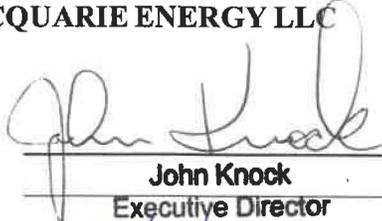
By Madeline Bingamon
Its Manager
Date: 06/07/2023

DR

JR

VS

MACQUARIE ENERGY LLC

By 
Its John Knock
Executive Director
Date: 6/7/2023



Kevin Pooler
Division Director