

Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs
Proposed Effective Date: August 1, 2019
Service Agreement No. 209874 – Essential Power Rock Springs, LLC
Option Code A

Service Agreement No. 209874

Revision No. 0

NTS-S SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of September 18, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and ESSENTIAL POWER ROCK SPRINGS, 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 NTS-S 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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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.

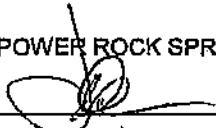
Section 2. Term. Service under this Agreement shall commence as of September 14, 2018, and shall continue in full force and effect until October 31, 2028. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

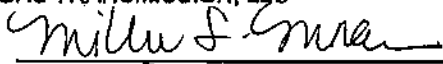
Section 3. Rates. Shipper shall pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to discount its rate to Shipper below 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. 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 Essential Power Rock Springs, LLC, 150 College Road, West, Suite 300, Princeton, NJ 08540, Attention: Nazar Makohin, 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): N/A.

ESSENTIAL POWER ROCK SPRINGS, LLC
By 
Title Jason Solimini
Date Vice President
Finance, Controller and Treasurer
9/13/18

COLUMBIA GAS TRANSMISSION, LLC
By  RB
Title Vice President
Date 9-13-18



Revision No. 0

Appendix A to Service Agreement No. 208874
 Under Rate Schedule NTS-S
 between Columbia Gas Transmission, LLC ("Transporter")
 and Essential Power Rock Springs, LLC ("Shipper").

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
09/14/2018	10/31/2028	0	10/1 - 3/31
09/14/2018	10/31/2028	50,000	4/1 - 9/30

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Minimum Receipt Pressure Obligation (psig) 1/</u>	<u>Recurrence Interval</u>
10/01/2018	10/31/2028	801	TCO-LEACH	801	TCO-LEACH	0		10/1 - 3/31
10/01/2018	10/31/2028	801	TCO-LEACH	801	TCO-LEACH	50,000		4/1 - 9/30
09/14/2018	09/30/2018	C22	EAGLE-26	632170	EAGLE C.S. (74-000011)	50,000		4/1 - 9/30
09/14/2018	10/31/2028	INV	Inventory Admin Point			0		1/1 - 12/31
09/14/2018	10/31/2028	STOR	RP Storage Point TCO			0		1/1 - 12/31

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Delivery Obligation (Dth/day) 1/</u>	<u>Design Daily Quantity (Dth/day) 1/</u>	<u>Minimum Delivery Pressure Obligation (psig) 1/</u>	<u>Recurrence Interval</u>
09/14/2018	10/31/2028	637184	ROCK SPRINGS STATION	637184	ROCK SPRINGS STATION	0			10/1 - 3/31
09/14/2018	10/31/2028	637184	ROCK SPRINGS STATION	637184	ROCK SPRINGS STATION	50,000		515	4/1 - 9/30
09/14/2018	10/31/2028	INV	Inventory Admin Point			0			1/1 - 12/31
09/14/2018	10/31/2028	STOR	RP Storage Point TCO			0			1/1 - 12/31

1/ Application of MDDOs, DDQs and ADQs, minimum pressure and/or hourly flowrate shall be as follows:

The hourly flow rate set forth above reflects Shipper's right to burn its entire Transportation Demand over a 16-hour period on a firm basis.

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.

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) All gas shall be delivered at existing points of interconnection within the MDDOs, ADQs and/or DDQs, as applicable, set forth in Transporter's currently effective Rate Schedule _____, Service Agreement No. _____ Appendix A with Shipper, which are incorporated herein by reference.

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.

ESSENTIAL POWER ROCK SPRINGS, LLC

By _____
Title _____
Date _____

COLUMBIA GAS TRANSMISSION, LLC

By _____
Title _____
Date _____

**Appendix B to Service Agreement No. 209874
Under Rate Schedule NTS-S
between Columbia Gas Transmission, LLC ("Transporter")
and Essential Power Rock Springs, LLC ("Shipper").**

Capacity Reduction Option Provisions*

SERVICE PACKAGE:

OPTION PERIOD(S)

OPTION DESCRIPTION

OPTION CONSIDERATION

**ANY LIMITATIONS ON
THE EXERCISE OF THE
CAPACITY REDUCTION
OPTION AS BID BY THE
SHIPPER:**

***NOTICE MUST BE GIVEN AS PROVIDED FOR IN GENERAL TERMS AND CONDITIONS SECTION 4.4(b)(2).**



Columbia Gas Transmission, LLC
700 Louisiana St., Suite 700
Houston, Texas 77002

July 30, 2019

Essential Power Rock Springs, LLC
150 College Road West, Suite
300, Princeton, NJ 08540
Attention: Scott Wells

RE: NTS-S Service Agreement No. 209874
Negotiated Rate Letter Agreement

Dear Scott:

This Negotiated Rate Letter Agreement (“NRL”) between Columbia Gas Transmission, LLC (“Transporter” or “TCO”) and Essential Power Rock Springs, 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:

1. The “Negotiated Reservation Rates” during the Initial Term for the transportation service provided shall be those rates and terms agreed upon and set forth as follows:

Shipper, having been apprised of the availability of the maximum generally applicable system recourse rate, has elected to pay a fixed negotiated reservation rate of \$1.52 per Dth per Month, which will apply to service to all primary and secondary receipt and delivery points, and a fixed negotiated commodity charge as follows:

- From the Primary Receipt Point at TCO – Leach 801 to the Primary Delivery Point at Rock Springs Station (637184):
 - o \$0.08 per Dth per Day from August 1, 2019 through September 30, 2019

- o \$0.25 per Dth per Day from September 30, 2019 through the remainder of the Initial Term;
- For secondary service at any other receipt and/or delivery point(s), the original negotiated commodity charge of \$0.25 per Dth per Day.

The negotiated rates set forth above will be contingent upon Shipper, at the Rock Springs Station Delivery Point under the above-referenced Service Agreement ("Agreement"), on each Gas Day during the applicable period (August 1 through September 30) (the "Applicable Period"), fully utilizing its entire NTS-S volume entitlement under the Agreement to serve its generating units 1 and/or 2 before utilizing any of its volume entitlement(s) under any other service agreement between Shipper and Transporter to serve its generating unit 1 and/or its generating unit 2 (the "Allocation Condition"). If the Allocation Condition is not satisfied on three or more Gas Days during the aforementioned Applicable Period, the negotiated rates set forth above will be modified such that they cease to apply and the maximum general system recourse and commodity rates, charges, and surcharges under Rate Schedule NTS-S within the Tariff, as contemplated in Section 3 of the Agreement and Paragraph 2 of this NRL.

The above-stated negotiated commodity rate of \$0.08/Dth/d through September 30, 2019 is also subject to Shipper's provision of written notice and written documentation to Transporter upon conclusion of each Gas Day, pursuant to the notice provisions of the Agreement, setting forth the actual allocation of gas supplied on that Gas Day to the Rock Springs Station Delivery Point between generating units 1, 2, 3 and 4, and demonstrating, in Transporter's reasonable discretion, that the Allocation Condition was satisfied on such Gas Day. Failure to provide such notice and documentation will result in the commodity rate for the applicable Gas Day reverting back to the original negotiated commodity rate of \$0.25.

Shipper must also generate a minimum commodity revenue requirement of \$122,000 during April 1, 2019 through September 30, 2019. In the event that Shipper does not generate the commodity revenue requirement of \$122,000, Shipper shall pay the difference between the commodity payments received and \$122,000 at the end of the year.

For service from any primary or secondary receipt point to Shipper's primary delivery point or to any secondary delivery point located in Operating Areas 2, 4 or 8, Shipper will pay TCRA reservation surcharges that are equal to 27.2% of the then-effective TCRA reservation surcharge set forth in Transporter's FERC Gas Tariff, as it may change from time to time.

2. In addition to the charges set forth above, Shipper will pay all other applicable reservation and commodity surcharges, overrun charges and retainage charges set forth in Transporter's FERC Gas Tariff from time to time. For service to any other

delivery point, Shipper will be assessed and will pay the maximum surcharge levels.

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.

[SIGNATURE PAGE FOLLOWS]

Accepted and agreed to this 31st day of July, 2019.

Essential Power Rock Springs, LLC

By: [Signature]

Title: SVP, Asset Management

Date: 7/31/19

Columbia Gas Transmission, LLC

By: [Signature]

Title: Jasmin Bertovic
Vice President

Date: JUL 31 / 19

By: [Signature]

Title: Jon A. Dobson
Corporate Secretary

Date: _____

Legal
RB
7-31-19
Date