

Columbia Gas Transmission, LLC

FERC NGA Gas Tariff

Baseline Tariffs

Proposed Effective Date: September 1, 2020

Service Agreement No. 237931 – Vermillion Power, L.L.C.

Option Code A

Service Agreement No. 237931  
Revision No. 0

## SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 27 day of July, 2020, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and VERMILLION POWER, L.L.C. ("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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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 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 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. This Agreement shall commence as of the later of (a) the date that Transporter is legally authorized to provide, and physically capable of providing, the Service contemplated herein, and (b) July 1, 2020 (the "In-Service Date"), and shall remain in full force and effect for a term of ten (10) years ("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.

Shipper shall have the right to extend the Initial Term of the Service for up to five (5) successive two (2)-year terms (each an "Extended Term"), exercisable by Shipper providing written notice to Transporter no later than twelve (12) months prior to the expiration of such Initial Term and/or the Extended Term, as applicable; provided, however, for any Extended Term(s), Shipper must contract for a Transportation Demand quantity equal to the quantity for which it contracted during such Initial Term, at the same rates and commercial terms as those in place at the end of the Initial Term.

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, Attention: Customer Services and notices to Shipper shall be addressed to it at c/o Starwood Energy Group Global, Inc, 5 Greenwich Office Park, Greenwich, CT 06831, Attention: Jeff Delgado, 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.

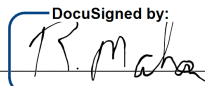
VERMILLION POWER, L.L.C

By 

Title Managing Director

Date 7/28/2020

COLUMBIA GAS TRANSMISSION, LLC

By 

Title vice President

Date July 29, 2020

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Revision No. 0

Appendix A to Service Agreement No. 237931  
Under Rate Schedule FTS  
between Columbia Gas Transmission, LLC (“Transporter”) and Vermillion Power, L.L.C. (“Shipper”)

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
1/	1/	96,000	1/1 – 12/31

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) 2/</u>	<u>Recurrence Interval</u>
1/	1/	TBD	Nexus Interconnect	TBD	Nexus Interconnect	96,000	470	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) 2/</u>	<u>Design Daily Quantity (Dth/day) 2/</u>	<u>Minimum Delivery Pressure Obligation (psig) 2/</u>	<u>Recurrence Interval</u>
1/	1/	736798	W. Lorain	736798	W. Lorain	96,000		440	1/1 – 12/31

1/ Per section 2 of the Service Agreement

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

Subject to the provisions of Section 9 of the Tariff, Transporter and Shipper agree to a variable hourly flow rate for the Initial and Extended Term at the Shipper's Primary Receipt Point that does not exceed the hourly flow rate received from Upstream Interconnecting Pipeline at Shipper's Primary Receipt Point and does not have an adverse effect on the daily operations of Transporter's system. The hourly flow rate received from Upstream Interconnecting Pipeline shall not exceed 4,500 Dth/hour over any six-hour period per day. During the Initial Term or any Extended Term, Transporter agrees, to the extent practicable, to allow Shipper to be part of the interconnect flow discussions with the Upstream Interconnecting Pipeline for the purpose of managing variable hourly flow rates from the Primary Receipt Point.

When gas is delivered to Transporter at Shipper's Primary Point of Receipt, Transporter shall deliver gas to Shipper's Primary Point of Delivery at a pressure of at least 440 psig. However, Transporter shall have no such obligation to deliver gas to Shipper's Primary Point of Delivery at the pressure specified above if gas is delivered to Transporter at Shipper's Primary Point of Receipt at a pressure of less than 470 psig or if the pressure would have an adverse effect on the daily operations of Transporter's system.

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

Yes   X   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 FTS Service Agreement No.            Appendix A with Shipper, which are incorporated herein by reference.

Yes   X   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   X   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.


VERMILLION POWER, L.L.C

By 

Title Managing Director

Date 7/28/2020

COLUMBIA GAS TRANSMISSION, LLC

DocuSigned by:  
By   
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Title Vice President

Date July 29, 2020

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Appendix B to Service Agreement No. 237931

July 28, 2020

Vermillion Power, L.L.C.  
c/o Starwood Energy Group Global, Inc.  
5 Greenwich Office Park  
Greenwich, CT 06831  
Attention: Jeff Delgado  
Email: jdelgado@starwood.com

RE: FTS Service Agreement No. 237931  
Negotiated Rate Letter Agreement

Dear Mr. Delgado:

This Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and Vermillion Power, L.L.C. ("Shipper"), shall set forth the applicable rates, calculations thereof, and 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" for the transportation service provided shall be those rates and terms agreed upon as set forth in Attachment B hereto.

Accepted and agreed to this 28 day of July, 2020.

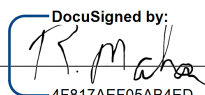
Vermillion Power, L.L.C.

By: 

Title: Managing Director

Date: July 28, 2020

Columbia Gas Transmission, LLC

By:   
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Title: Vice President

Date: July 29, 2020

Columbia Gas Transmission, LLC

By:   
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Title: Director, Trans. Acct.& Contracts

Date: July 29, 2020

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## Appendix B to Service Agreement No.

**ATTACHMENT B****NEGOTIATED RESERVATION RATES**

<b>Primary Receipt Point(s)*</b>	<b>Primary Delivery Point(s)*</b>	<b>Transportation Demand</b>	<b>Term**</b>	<b>Daily Demand Rate***</b>	<b>Daily Commodity Rate***</b>	<b>Rate Schedule</b>
New Proposed Interconnect with Nexus	West Lorain (MS 736798)	96,000 Dth/d	Ten (10) years from In-Service Date.	\$0.015/Dth/d	Transporter's maximum applicable general system commodity rate under Rate Schedule FTS within its Tariff, as such may change from time to time.	FTS

\* Service from any other secondary receipt points to any other secondary delivery points will be charged the then-existing maximum reservation rate set forth in Transporter's FERC Gas Tariff.

\*\* Negotiated Daily Demand Rate applies for the Initial Term of the Service and each Extended Term.

\*\*\* In addition, Shipper shall pay all maximum reservation and commodity surcharges under Rate Schedule FTS pursuant to the Tariff, as such may change from time to time, with the exception of (i) the Capital Cost Recovery Mechanism ("CCRM") surcharge or any substantially similar successor surcharge thereto that seeks to recover TCO's capital investment to modernize its interstate transmission system, pursuant to TCO's Rate Schedule FTS under its Tariff, and (ii) the Transportation Retainage Percentage set forth in Part V.17 of Transporter's Tariff.

In addition to the provisions above, Shippers delivered quantities will be reduced by the amount of any lost and unaccounted for ("LAUF") quantities of gas which will be



calculated on a monthly basis as the difference between the sum of the quantities received at the Primary Receipt Point and the sum of the quantities delivered at the Primary Delivery Point.