



July 31, 2026

Ms. Debbie-Anne A. Reese, Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

Re: Columbia Gas Transmission, LLC  
Administrative Clean-Up Filing  
Docket No. RP26-\_\_\_\_-000

**Columbia Gas Transmission, LLC**  
700 Louisiana Street, Suite 1300  
Houston, TX 77002-2700

Daniel Humble  
Manager, Tariffs

**tel** (832) 320-5583  
**email** Daniel\_Humble@tcenergy.com  
**web** <https://ebb.tceconnects.com>

Dear Ms. Reese:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,<sup>1</sup> Columbia Gas Transmission, LLC (“Columbia”) respectfully submits for filing and acceptance the revised tariff sections<sup>2</sup> included as Appendix A to be part of its FERC Gas Tariff, Fourth Revised Volume No. 1 (“Tariff No. 1”), and FERC Gas Tariff Original Volume 1.1 (“Tariff No. 1.1”) as more fully described below. Columbia respectfully requests that the Commission accept the proposed tariff sections to become effective September 1, 2026.

### **Correspondence**

The names, titles and mailing address of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

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<sup>1</sup> 18 C.F.R. Part 154 (2026).

<sup>2</sup> Tariff sections are listed in Appendix A, attached hereto.

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Director, Rates & Regulatory  
Daniel Humble \*  
Manager, Tariffs  
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\* Persons designated for official service pursuant to Rule 2010.

### **Statement of Nature, Reasons and Basis for Filing**

In the instant filing, Columbia proposes certain administrative “housekeeping” revisions to its Tariff No. 1 and Tariff No. 1.1. Specifically, Columbia is updating the Table of Contents in Tariff No. 1.1 to remove references to negotiated rate service agreements that have terminated.

Additionally, Columbia proposes administrative revisions to its Tariff No. 1 to correct typographical errors and expand the acceptable methods for providing required notices. Specifically, the revisions in Section VII.47 of the General Terms and Conditions of Tariff No. 1 correct typographical errors while the revisions in Section VII.29 of the General Terms and Conditions of Tariff No. 1 update notice provisions. These revisions to notice provisions replace references to “registered mail” with “certified mail” and expressly permit notices and other required communications be transmitted via electronic mail, in addition to the existing Electronic Bulletin Board and Electronic Data Interexchange methods.

### **Effective Date**

Columbia respectfully requests the Commission accept the proposed tariff sections and clean tariff records, included as Appendix A, to become effective September 1, 2026.

### **Other Filings Which May Affect This Proceeding**

There are no other filings before the Commission that may significantly affect the changes proposed herein.



### **Contents of Filing**

In accordance with Section 154.7 of the Commission's regulations, Columbia is submitting the following via its electronic tariff filing:

1. This transmittal letter;
2. A clean version of the tariff sections and tariff records (Appendix A);
3. A marked version of the tariff sections (Appendix B); and
4. Marked versions of the individual tariff records reflecting the agreements Columbia Gas proposes to remove from Tariff No. 1.1 (Appendix C).

### **Certificate of Service**

As required by Sections 154.7(b)<sup>3</sup> and 154.208<sup>4</sup> of the Commission's regulations, a copy of this filing is being served upon all of Columbia's existing customers and interested state regulatory agencies. A copy of this letter, together with any attachments, is available during regular business hours for public inspection at Columbia's principal place of business.

Pursuant to Section 385.2005<sup>5</sup> of the Commission's regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. Additionally, the undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Daniel Humble at (832) 320-5583.

Respectfully submitted,

**Columbia Gas Transmission, LLC**

*/s/ Daniel Humble*

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Daniel Humble  
Manager, Tariffs

Enclosures

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<sup>3</sup> 18 C.F.R. Part 154.7(b) (2026).

<sup>4</sup> 18 C.F.R. Part 154.208 (2026).

<sup>5</sup> 18 C.F.R. Section 385.2005 (2026).

# Appendix A

## Clean Tariff Sections / Records

### *Columbia Gas Transmission, LLC FERC Gas Tariff, Fourth Revised Volume No. 1*

| <b><u>Tariff Section</u></b>                                   | <b><u>Version</u></b> |
|----------------------------------------------------------------|-----------------------|
| VII.29 General Terms & Conditions, Notices                     | 1.0.0                 |
| VII.47 General Terms & Conditions, Offsystem Pipeline Capacity | 4.0.0                 |

### *Columbia Gas Transmission, LLC FERC Gas Tariff, Original Volume No. 1.1*

| <b><u>Tariff Section/Record</u></b>                                  | <b><u>Version</u></b> |
|----------------------------------------------------------------------|-----------------------|
| 1 Table of Contents                                                  | 145.0.0               |
| 3.3 Negotiated Rate Agreement, Section 3.3 Reserved for Future Use   | 7.0.0                 |
| 3.20 Negotiated Rate Agreement, Section 3.20 Reserved for Future Use | 7.0.0                 |
| 3.21 Negotiated Rate Agreement, Section 3.21 Reserved for Future Use | 7.0.0                 |
| 3.23 Negotiated Rate Agreement, Section 3.23 Reserved for Future Use | 5.0.0                 |
| 3.41 Negotiated Rate Agreement, Section 3.41 Reserved for Future Use | 5.0.0                 |
| 3.42 Negotiated Rate Agreement, Section 3.42 Reserved for Future Use | 5.0.0                 |
| 3.44 Negotiated Rate Agreement, Section 3.44 Reserved for Future Use | 6.0.0                 |
| 3.55 Negotiated Rate Agreement, Section 3.55 Reserved for Future Use | 3.0.0                 |
| 3.59 Negotiated Rate Agreement, Section 3.59 Reserved for Future Use | 4.0.0                 |
| 3.60 Negotiated Rate Agreement, Section 3.60 Reserved for Future Use | 3.0.0                 |
| 3.61 Negotiated Rate Agreement, Section 3.61 Reserved for Future Use | 3.0.0                 |

29. NOTICES

29.1. General Notice Procedures. Unless otherwise specifically provided in this Tariff, particularly with regard to notices and communications required through Transporter's EBB or via Electronic Notice Delivery, any notice, request, demand, or communication ("Notice") provided for in these General Terms and Conditions or in the Rate Schedules, or any other Notice that Transporter or Shipper may desire to give to the other, shall be in writing and shall be considered as duly delivered (1) when mailed by certified mail to the Post Office address of Transporter or Shipper, or at such other address as either shall designate for formal written notice, or (2) if sent via electronic mail. Any notice, request, demand, communication, or other posting made on Transporter's EBB, on EDI, or via electronic mail as required by this Tariff shall be considered as duly delivered when transmitted by the sending party. Monthly payments, except those required to be made by wire or other electronic transfer, shall be considered as duly delivered when mailed either by certified or ordinary mail. Routine communications by telephone between members of the operating staffs of Transporter and Shipper shall be considered duly delivered without confirmation by mail. If Transporter is required by this Tariff to provide any notice, request, demand or other communication to a Shipper by telephonic communication, Transporter may, at its option, make such communication via Electronic Notice Delivery without any telephonic communication.

29.2 To the extent Transporter is authorized under this Tariff to provide any notice via Electronic Notice Delivery, and Transporter becomes aware that the Electronic Notice Delivery notification sent by Transporter has failed, Transporter shall recommunicate such notice via telephone or facsimile.

#### 47. OFFSYSTEM PIPELINE CAPACITY

47.1 From time to time, Transporter may acquire capacity on a third-party system. When Transporter acquires such offsystem capacity, it will utilize the offsystem capacity for operational reasons, to meet existing or new firm service commitments, or to provide service to Transporter's shippers under its FERC Gas Tariff, and the "shipper must have title" policy is waived to permit such use. Transporter will seek prior authorization from the Federal Energy Regulatory Commission prior to acquiring offsystem capacity that will be used to meet new firm service commitments. When offsystem capacity is not required for operational reasons or to meet firm service commitments, Transporter will offer the offsystem capacity to Shippers on a primary firm basis. This Section 47 does not preclude Transporter from seeking case specific authorization for the utilization of off-system capacity by Transporter for other purposes, nor does it preclude Transporter from releasing any capacity it holds on offsystem pipelines.

47.2 In the event that offsystem capacity used to render service to Transporter's Shippers is subject to renewal limitations, consistent with the offsystem capacity provider's tariff or operating statement, Transporter will indicate, in any posting of capacity available for service, any limitation to extension rights that will apply as a result of the limitation on the offsystem capacity. Transporter may also limit any applicable right to first refusal on capacity offered to Shippers on a primary firm basis to the extent that Transporter determines, in its reasonable discretion, that it will require additional offsystem capacity for operational reasons or to meet existing or new firm service commitments. Any such extension limitation shall be reflected in the Service Agreement between Transporter and Shipper. This provision shall not impact any right of first refusal Shipper may have pursuant to this tariff, except that extension of the affected Service Agreement may: (1) be limited to the term of Transporter's contract or service agreement with the offsystem capacity provider, or (2) the amount of capacity subject to the right of first refusal may be reduced to reflect changes in Transporter's operational requirement.

47.3 If a Shipper to whom Transporter has sold offsystem capacity on a primary firm basis incurs penalties on the offsystem pipeline associated with that Shipper's use of that capacity, Transporter will directly assign the costs of such penalties to that Shipper. The direct assignment of penalties will only be applicable where Shipper has control over the nomination and scheduling of the offsystem capacity. Transporter will provide Shipper with documentation regarding any such penalties. In the event a Shipper utilizes offsystem capacity on a third-party system and incurs a penalty associated with that Shipper's use of that capacity, Shipper will not be penalized twice for the same conduct. If such penalty occurs on an offsystem capacity pipeline, Transporter will not assess any penalties to Shipper under its own Tariff for the same conduct.

TABLE OF CONTENTS

Volume No. 1.1

Section 1. Table of Contents

Section 2. Non-Conforming Service Agreements

Section 2.1 78653-0 – FTS – UGI Utilities, Inc.

Section 2.2 309654-0 – FSS – City of Richmond, Virginia

Section 2.3 71024-4 – NTS – Virginia Power Services Energy Corp., Inc.

Section 2.4 79111-6 – SST – Columbia Gas of Virginia, Inc.

Section 2.5 147053-1 – FTS – Reynolds Consumer Products, LLC

Section 2.6 Reserved for Future Use

Section 2.7 149759-8 – FTS – Antero Resources Corporation

Section 2.8 309655-0 – SST – City of Richmond, Virginia

Section 2.9 Reserved for Future Use

Section 2.10 Reserved for Future Use

Section 2.11 Reserved for Future Use

Section 2.12 Reserved for Future Use

Section 2.13 Reserved for Future Use

Section 2.14 Reserved for Future Use

Section 2.15 50473-12 – FTS – Columbia Gas of Virginia, Inc.

Section 2.16 Reserved for Future Use

Section 2.17 62077-8 – FTS – International Paper Company

Section 2.18 60536-5 – SST – Virginia Natural Gas, Inc.

|              |                                                 |
|--------------|-------------------------------------------------|
| Section 2.19 | 147784-1 – FTS – Columbia Gas of Virginia, Inc. |
| Section 2.20 | Reserved for Future Use                         |
| Section 2.21 | Reserved for Future Use                         |
| Section 2.22 | Reserved for Future Use                         |
| Section 2.23 | Reserved for Future Use                         |
| Section 2.24 | Reserved for Future Use                         |
| Section 2.25 | Reserved for Future Use                         |
| Section 2.26 | Reserved for Future Use                         |
| Section 2.27 | Reserved for Future Use                         |
| Section 2.28 | Reserved for Future Use                         |
| Section 2.29 | Reserved for Future Use                         |
| Section 2.30 | Reserved for Future Use                         |
| Section 2.31 | Reserved for Future Use                         |
| Section 2.32 | Reserved for Future Use                         |
| Section 2.33 | Reserved for Future Use                         |
| Section 2.34 | Reserved for Future Use                         |
| Section 2.35 | Reserved for Future Use                         |
| Section 2.36 | Reserved for Future Use                         |
| Section 2.37 | Reserved for Future Use                         |
| Section 2.38 | Reserved for Future Use                         |
| Section 2.39 | Reserved for Future Use                         |
| Section 2.40 | 78193-8 – FTS – City of Richmond, Virginia      |

|              |                                                              |
|--------------|--------------------------------------------------------------|
| Section 2.41 | 78194-10 – SST – City of Richmond, Virginia                  |
| Section 2.42 | 78195-7 – FSS – City of Richmond, Virginia                   |
| Section 3.   | Negotiated Rate Service Agreements                           |
| Section 3.1  | 139085-3 – NTS – Virginia Power Services Energy Corp., Inc.  |
| Section 3.2  | 334462-0 – FTS – NRG Business Marketing LLC                  |
| Section 3.3  | Reserved for Future Use                                      |
| Section 3.4  | 338739-0 – FSS – Castleton Commodities Merchant Trading L.P. |
| Section 3.5  | 338740-0 – FTS – Castleton Commodities Merchant Trading L.P. |
| Section 3.6  | 332459-0 – FSS – Colonial Energy, Inc                        |
| Section 3.7  | 198766-1 – FTS – Columbia Gas of Ohio, Inc.                  |
| Section 3.8  | 327605-0 – FTS – DTE Energy Trading, Inc.                    |
| Section 3.9  | 341057-0 – FTS – DTE Energy Trading, Inc                     |
| Section 3.10 | 332365-0 – FSS – Dynegy Marketing and Trade, LLC             |
| Section 3.11 | 340359-0 – FTS – Macquarie Energy LLC                        |
| Section 3.12 | 332417-0 – FSS – United Energy Trading, LLC                  |
| Section 3.13 | 333420-0 – FSS – Vitol Inc.                                  |
| Section 3.14 | 340599-0 – FTS – Vitol Inc.                                  |
| Section 3.15 | 327604-0 – FTS – Vitol Inc.                                  |
| Section 3.16 | 342473-0 – FTS – Citadel Energy Marketing LLC                |
| Section 3.17 | 342635-0 – FSS – Sequent Energy Management LLC               |
| Section 3.18 | 342846-0 – FSS – Vitol Inc.                                  |
| Section 3.19 | 343178-0 – FSS – DTE Energy Trading, Inc.                    |

|              |                                                        |
|--------------|--------------------------------------------------------|
| Section 3.20 | Reserved for Future Use                                |
| Section 3.21 | Reserved for Future Use                                |
| Section 3.22 | 346605-0 – FTS – BP Energy Company                     |
| Section 3.23 | Reserved for Future Use                                |
| Section 3.24 | Reserved for Future Use                                |
| Section 3.25 | 198823-0 – FTS – CNX Gas Company, LLC                  |
| Section 3.26 | 198824-4 – FTS – CNX Gas Company, LLC                  |
| Section 3.27 | 209874-0 – NTS-S – Essential Power Rock Springs, LLC   |
| Section 3.28 | 345978-0 – FTS – Dynegy Marketing and Trade, LLC       |
| Section 3.29 | 346018-0 – FTS – Dynegy Marketing and Trade, LLC       |
| Section 3.30 | 349630-0 – FTS – Antero Resources Corporation          |
| Section 3.31 | Reserved for Future Use                                |
| Section 3.32 | Reserved for Future Use                                |
| Section 3.33 | Reserved for Future Use                                |
| Section 3.34 | Reserved for Future Use                                |
| Section 3.35 | Reserved for Future Use                                |
| Section 3.36 | Reserved for Future Use                                |
| Section 3.37 | Reserved for Future Use                                |
| Section 3.38 | Reserved for Future Use                                |
| Section 3.39 | Reserved for Future Use                                |
| Section 3.40 | 315209-0 – FTS-MXP – Range Resources – Appalachia, LLC |
| Section 3.41 | Reserved for Future Use                                |



|              |                                                |
|--------------|------------------------------------------------|
| Section 3.42 | Reserved for Future Use                        |
| Section 3.43 | Reserved for Future Use                        |
| Section 3.44 | Reserved for Future Use                        |
| Section 3.45 | Reserved for Future Use                        |
| Section 3.46 | Reserved for Future Use                        |
| Section 3.47 | Reserved for Future Use                        |
| Section 3.48 | Reserved for Future Use                        |
| Section 3.49 | Reserved for Future Use                        |
| Section 3.50 | Reserved for Future Use                        |
| Section 3.51 | Reserved for Future Use                        |
| Section 3.52 | Reserved for Future Use                        |
| Section 3.53 | Reserved for Future Use                        |
| Section 3.54 | Reserved for Future Use                        |
| Section 3.55 | Reserved for Future Use                        |
| Section 3.56 | 321500-0 – FTS – Antero Resources Corporation  |
| Section 3.57 | Reserved for Future Use                        |
| Section 3.58 | 318514-0 – FTS – AEP Development Services, LLC |
| Section 3.59 | Reserved for Future Use                        |
| Section 3.60 | Reserved for Future Use                        |
| Section 3.61 | Reserved for Future Use                        |
| Section 3.62 | 321975 – OPT30 – Vitol Inc.                    |
| Section 3.63 | 321976 – OPT60 – Vitol Inc.                    |

|              |                         |
|--------------|-------------------------|
| Section 3.64 | Reserved for Future Use |
| Section 3.65 | Reserved for Future Use |
| Section 3.66 | Reserved for Future Use |
| Section 3.67 | Reserved for Future Use |
| Section 3.68 | Reserved for Future Use |
| Section 3.69 | Reserved for Future Use |
| Section 3.70 | Reserved for Future Use |
| Section 3.71 | Reserved for Future Use |
| Section 3.72 | Reserved for Future Use |
| Section 3.73 | Reserved for Future Use |
| Section 3.74 | Reserved for Future Use |
| Section 3.75 | Reserved for Future Use |
| Section 3.76 | Reserved for Future Use |
| Section 3.77 | Reserved for Future Use |
| Section 3.78 | Reserved for Future Use |
| Section 3.79 | Reserved for Future Use |
| Section 3.80 | Reserved for Future Use |
| Section 3.81 | Reserved for Future Use |
| Section 3.82 | Reserved for Future Use |
| Section 3.83 | Reserved for Future Use |
| Section 3.84 | Reserved for Future Use |
| Section 3.85 | Reserved for Future Use |

|            |                                                     |                                                             |
|------------|-----------------------------------------------------|-------------------------------------------------------------|
|            | Section 3.86                                        | Reserved for Future Use                                     |
|            | Section 3.87                                        | Reserved for Future Use                                     |
|            | Section 3.88                                        | Reserved for Future Use                                     |
|            | Section 3.89                                        | Reserved for Future Use                                     |
|            | Section 3.90                                        | Reserved for Future Use                                     |
|            | Section 3.91                                        | Reserved for Future Use                                     |
|            | Section 3.92                                        | Reserved for Future Use                                     |
|            | Section 3.93                                        | Reserved for Future Use                                     |
|            | Section 3.94                                        | Reserved for Future Use                                     |
| Section 4. | Non-Conforming / Negotiated Rate Service Agreements |                                                             |
|            | Section 4.1                                         | 254605-0 – FTS – Virginia Natural Gas, Inc.                 |
|            | Section 4.2                                         | 232970-0 – FTS – Range Resources – Appalacia, LLC           |
|            | Section 4.3                                         | 255792-2 – FTS – Columbia Gas of Virginia, Inc.             |
|            | Section 4.4                                         | Reserved for Future Use                                     |
|            | Section 4.5                                         | Reserved for Future Use                                     |
|            | Section 4.6                                         | Reserved for Future Use                                     |
|            | Section 4.7                                         | Reserved for Future Use                                     |
|            | Section 4.8                                         | 172580-5 – FTS – Ascent Resources – Utica, LLC              |
|            | Section 4.9                                         | 139080-4 – FTS – Virginia Power Services Energy Corp., Inc. |
|            | Section 4.10                                        | Reserved for Future Use                                     |
|            | Section 4.11                                        | 155679-0 – FT-C – City of Richmond, Virginia                |
|            | Section 4.12                                        | 155684-0 – FT-C – Columbia Gas of Virginia, Inc.            |

|              |                                                    |
|--------------|----------------------------------------------------|
| Section 4.13 | 155699-0 – FT-C – Virginia Natural Gas, Inc.       |
| Section 4.14 | 151487-2 – FTS – Celanese Acetate LLC              |
| Section 4.15 | Reserved for Future Use                            |
| Section 4.16 | Reserved for Future Use                            |
| Section 4.17 | Reserved for Future Use                            |
| Section 4.18 | 149760-11 – FTS – Antero Resources Corporation     |
| Section 4.19 | Reserved for Future Use                            |
| Section 4.20 | Reserved for Future Use                            |
| Section 4.21 | 161144-3 – FTS – South Jersey Resources Group, LLC |
| Section 4.22 | Reserved for Future Use                            |
| Section 4.23 | Reserved for Future Use                            |
| Section 4.24 | Reserved for Future Use                            |
| Section 4.25 | 161129-2 – FTS – New Jersey Natural Gas Company    |
| Section 4.26 | 161136-2 – NTS – New Jersey Natural Gas Company    |
| Section 4.27 | 161135-1 – FTS – South Jersey Gas Company          |
| Section 4.28 | Reserved for Future Use                            |
| Section 4.29 | 173522-0 – FTS – Kentucky Power Company            |
| Section 4.30 | 244599-2 – FTS – Expand Energy Marketing LLC       |
| Section 4.31 | 173261-1 – FTS – Range Resources Appalachia, LLC   |
| Section 4.32 | 173446-1 – FTS – Kaiser Marketing Appalachian, LLC |
| Section 4.33 | 198520-1 – FTS – EQT Energy, LLC                   |
| Section 4.34 | 186926-0 – FTS – CNX Gas Company, LLC              |

|              |                                                      |
|--------------|------------------------------------------------------|
| Section 4.35 | 195969-8 – FTS – Ascent Resources – Utica, LLC       |
| Section 4.36 | Reserved for Future Use                              |
| Section 4.37 | 176700-17 – FTS – Antero Resources Corporation       |
| Section 4.38 | Reserved for Future Use                              |
| Section 4.39 | Reserved for Future Use                              |
| Section 4.40 | 176681-2 – FTS - Washington Gas Light Company        |
| Section 4.41 | 176701-1 – FTS – Antero Resources Corporation        |
| Section 4.42 | 210090-1 – FTS – Washington Gas Light Company        |
| Section 4.43 | 198792-3 – FTS – Antero Resources Corporation        |
| Section 4.44 | Reserved for Future Use                              |
| Section 4.45 | 198794-2 – FTS – Kaiser Marketing Appalachian, LLC   |
| Section 4.46 | 198795-3 – FTS – Equinor Natural Gas, LLC            |
| Section 4.47 | 198796-2 – FTS – Equinor Natural Gas, LLC            |
| Section 4.48 | 198797-6 – FTS – Expand Energy Marketing LLC         |
| Section 4.49 | 287537-0 – FTS – EQT Energy, LLC                     |
| Section 4.50 | 215082-4 – FTS – Expand Energy Marketing LLC         |
| Section 4.51 | 237931-0 – FTS – Vermillion Power, L.L.C.            |
| Section 4.52 | 216576-2 – FTS – Expand Energy Marketing LLC         |
| Section 4.53 | 242784-0 – FTS – CNX Gas Company, LLC                |
| Section 4.54 | 249339 – FTS – Chevron U.S.A. Inc.                   |
| Section 5.   | X-Rate Schedule Amendments                           |
| Section 5.1  | Rate Schedule X-131 Amendment – City of Richmond, Va |

Section 5.2     Rate Schedule X-132 Amendment – Columbia Gas of Virginia

Section 5.3     Rate Schedule X-133 Amendment – Virginia Natural Gas

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs  
**RESERVED FOR FUTURE USE**  
Option Code A

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs  
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Option Code A



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# Appendix B

## Marked Tariff Sections / Records

***Columbia Gas Transmission, LLC  
FERC Gas Tariff, Fourth Revised Volume No. 1***

| <b><u>Tariff Section</u></b>                                      | <b><u>Version</u></b> |
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47.1 From time to time, Transporter may acquire capacity on a third-party system. When Transporter acquires such offsystem capacity, it will utilize the offsystem capacity for operational reasons, to meet existing or new firm service commitments, or to provide service to Transporter's shippers under its FERC Gas Tariff, and the "shipper must have title" policy is waived to permit such use. Transporter will seek prior authorization from the Federal Energy Regulatory Commission prior to acquiring offsystem capacity that will be used to meet new firm service commitments. When offsystem capacity is not required for operational reasons or to meet firm service commitments, Transporter will offer the offsystem capacity to Shippers on a primary firm basis. This Section 47 does not preclude Transporter from seeking case specific authorization for the utilization of off-system capacity by Transporter for other purposes, nor does it preclude Transporter from releasing any capacity it holds on offsystem pipelines.

47.2 In the event that offsystem capacity used to render service to Transporter's Shippers is subject to renewal limitations, consistent with the offsystem capacity provider's tariff or operating statement, Transporter will indicate, in any posting of capacity available for service, any limitation to extension rights that will apply as a result of the limitation on the offsystem capacity. Transporter may also limit any applicable right to first refusal on capacity offered to Shippers on a primary firm basis to the extent that Transporter determines, in its reasonable discretion, that it will require additional offsystem capacity for operational reasons or to meet existing or new firm service commitments. Any such extension limitation shall be reflected in the Service Agreement between Transporter and Shipper. This provision shall not impact any right of first refusal Shipper may have pursuant to this tariff, except that extension of the affected Service Agreement may: (1) be limited to the term of Transporter's contract or service agreement with the offsystem capacity provider, or (2) the amount of capacity subject to the right of first refusal may be reduced to reflect changes in Transporter's operational requirement.

47.3 If a Shipper to whom Transporter~~s~~ has sold offsystem capacity on a primary firm basis incurs penalties~~-on the~~ on the offsystem pipeline associated with that Shipper's use of that capacity, Transporter will directly assign the costs of such penalties to that Shipper. The direct assignment of penalties will only be applicable where Shipper has control over the nomination and scheduling of the offsystem capacity. Transporter will provide Shipper with documentation regarding any such penalties. In the event a Shipper utilizes offsystem capacity on a third-party system and incurs a penalty associated with that Shipper's use of that capacity, Shipper will not be penalized twice for the same conduct. If such penalty occurs on an offsystem capacity pipeline, Transporter will not assess any penalties to Shipper under its own Tariff for the same conduct.

TABLE OF CONTENTS

Volume No. 1.1

Section 1. Table of Contents

Section 2. Non-Conforming Service Agreements

Section 2.1 78653-0 – FTS – UGI Utilities, Inc.

Section 2.2 309654-0 – FSS – City of Richmond, Virginia

Section 2.3 71024-4 – NTS – Virginia Power Services Energy Corp., Inc.

Section 2.4 79111-6 – SST – Columbia Gas of Virginia, Inc.

Section 2.5 147053-1 – FTS – Reynolds Consumer Products, LLC

Section 2.6 Reserved for Future Use

Section 2.7 149759-8 – FTS – Antero Resources Corporation

Section 2.8 309655-0 – SST – City of Richmond, Virginia

Section 2.9 Reserved for Future Use

Section 2.10 Reserved for Future Use

Section 2.11 Reserved for Future Use

Section 2.12 Reserved for Future Use

Section 2.13 Reserved for Future Use

Section 2.14 Reserved for Future Use

Section 2.15 50473-12 – FTS – Columbia Gas of Virginia, Inc.

Section 2.16 Reserved for Future Use

Section 2.17 62077-8 – FTS – International Paper Company

Section 2.18 60536-5 – SST – Virginia Natural Gas, Inc.

|              |                                                 |
|--------------|-------------------------------------------------|
| Section 2.19 | 147784-1 – FTS – Columbia Gas of Virginia, Inc. |
| Section 2.20 | Reserved for Future Use                         |
| Section 2.21 | Reserved for Future Use                         |
| Section 2.22 | Reserved for Future Use                         |
| Section 2.23 | Reserved for Future Use                         |
| Section 2.24 | Reserved for Future Use                         |
| Section 2.25 | Reserved for Future Use                         |
| Section 2.26 | Reserved for Future Use                         |
| Section 2.27 | Reserved for Future Use                         |
| Section 2.28 | Reserved for Future Use                         |
| Section 2.29 | Reserved for Future Use                         |
| Section 2.30 | Reserved for Future Use                         |
| Section 2.31 | Reserved for Future Use                         |
| Section 2.32 | Reserved for Future Use                         |
| Section 2.33 | Reserved for Future Use                         |
| Section 2.34 | Reserved for Future Use                         |
| Section 2.35 | Reserved for Future Use                         |
| Section 2.36 | Reserved for Future Use                         |
| Section 2.37 | Reserved for Future Use                         |
| Section 2.38 | Reserved for Future Use                         |
| Section 2.39 | Reserved for Future Use                         |
| Section 2.40 | 78193-8 – FTS – City of Richmond, Virginia      |

|              |                                                                                                   |
|--------------|---------------------------------------------------------------------------------------------------|
| Section 2.41 | 78194-10 – SST – City of Richmond, Virginia                                                       |
| Section 2.42 | 78195-7 – FSS – City of Richmond, Virginia                                                        |
| Section 3.   | Negotiated Rate Service Agreements                                                                |
| Section 3.1  | 139085-3 – NTS – Virginia Power Services Energy Corp., Inc.                                       |
| Section 3.2  | 334462-0 – FTS – NRG Business Marketing LLC                                                       |
| Section 3.3  | <a href="#">Reserved for Future Use</a> <del>338764-0 – FTS – NextEra Energy Marketing, LLC</del> |
| Section 3.4  | 338739-0 – FSS – Castleton Commodities Merchant Trading L.P.                                      |
| Section 3.5  | 338740-0 – FTS – Castleton Commodities Merchant Trading L.P.                                      |
| Section 3.6  | 332459-0 – FSS – Colonial Energy, Inc                                                             |
| Section 3.7  | 198766-1 – FTS – Columbia Gas of Ohio, Inc.                                                       |
| Section 3.8  | 327605-0 – FTS – DTE Energy Trading, Inc.                                                         |
| Section 3.9  | 341057-0 – FTS – DTE Energy Trading, Inc                                                          |
| Section 3.10 | 332365-0 – FSS – Dynegy Marketing and Trade, LLC                                                  |
| Section 3.11 | 340359-0 – FTS – Macquarie Energy LLC                                                             |
| Section 3.12 | 332417-0 – FSS – United Energy Trading, LLC                                                       |
| Section 3.13 | 333420-0 – FSS – Vitol Inc.                                                                       |
| Section 3.14 | 340599-0 – FTS – Vitol Inc.                                                                       |
| Section 3.15 | 327604-0 – FTS – Vitol Inc.                                                                       |
| Section 3.16 | 342473-0 – FTS – Citadel Energy Marketing LLC                                                     |
| Section 3.17 | 342635-0 – FSS – Sequent Energy Management LLC                                                    |
| Section 3.18 | 342846-0 – FSS – Vitol Inc.                                                                       |
| Section 3.19 | 343178-0 – FSS – DTE Energy Trading, Inc.                                                         |

|              |                                                                                                     |
|--------------|-----------------------------------------------------------------------------------------------------|
| Section 3.20 | <a href="#">Reserved for Future Use</a> <del>313139-0 – FSS – Colonial Energy, Inc.</del>           |
| Section 3.21 | <a href="#">Reserved for Future Use</a> <del>313242-0 – FSS – Dynegy Marketing and Trade, LLC</del> |
| Section 3.22 | 346605-0 – FTS – BP Energy Company                                                                  |
| Section 3.23 | <a href="#">Reserved for Future Use</a> <del>316501-0 – FSS – Macquarie Energy LLC</del>            |
| Section 3.24 | Reserved for Future Use                                                                             |
| Section 3.25 | 198823-0 – FTS – CNX Gas Company, LLC                                                               |
| Section 3.26 | 198824-4 – FTS – CNX Gas Company, LLC                                                               |
| Section 3.27 | 209874-0 – NTS-S – Essential Power Rock Springs, LLC                                                |
| Section 3.28 | 345978-0 – FTS – Dynegy Marketing and Trade, LLC                                                    |
| Section 3.29 | 346018-0 – FTS – Dynegy Marketing and Trade, LLC                                                    |
| Section 3.30 | 349630-0 – FTS – Antero Resources Corporation                                                       |
| Section 3.31 | Reserved for Future Use                                                                             |
| Section 3.32 | Reserved for Future Use                                                                             |
| Section 3.33 | Reserved for Future Use                                                                             |
| Section 3.34 | Reserved for Future Use                                                                             |
| Section 3.35 | Reserved for Future Use                                                                             |
| Section 3.36 | Reserved for Future Use                                                                             |
| Section 3.37 | Reserved for Future Use                                                                             |
| Section 3.38 | Reserved for Future Use                                                                             |
| Section 3.39 | Reserved for Future Use                                                                             |
| Section 3.40 | 315209-0 – FTS-MXP – Range Resources – Appalachia, LLC                                              |



|              |                                                                                              |
|--------------|----------------------------------------------------------------------------------------------|
| Section 3.41 | <a href="#">Reserved for Future Use</a> <del>313243-0—FSS—United Energy Trading, LLC</del>   |
| Section 3.42 | <a href="#">Reserved for Future Use</a> <del>313329-0—FSS—Vitol Inc.</del>                   |
| Section 3.43 | Reserved for Future Use                                                                      |
| Section 3.44 | <a href="#">Reserved for Future Use</a> <del>317287-0—FTS—Citadel Energy Marketing LLC</del> |
| Section 3.45 | Reserved for Future Use                                                                      |
| Section 3.46 | Reserved for Future Use                                                                      |
| Section 3.47 | Reserved for Future Use                                                                      |
| Section 3.48 | Reserved for Future Use                                                                      |
| Section 3.49 | Reserved for Future Use                                                                      |
| Section 3.50 | Reserved for Future Use                                                                      |
| Section 3.51 | Reserved for Future Use                                                                      |
| Section 3.52 | Reserved for Future Use                                                                      |
| Section 3.53 | Reserved for Future Use                                                                      |
| Section 3.54 | Reserved for Future Use                                                                      |
| Section 3.55 | <a href="#">Reserved for Future Use</a> <del>261421-0—FTS—Mountaineer Gas Company</del>      |
| Section 3.56 | 321500-0 – FTS – Antero Resources Corporation                                                |
| Section 3.57 | Reserved for Future Use                                                                      |
| Section 3.58 | 318514-0 – FTS – AEP Development Services, LLC                                               |
| Section 3.59 | <a href="#">Reserved for Future Use</a> <del>327663-0—FTS—Macquarie Energy LLC</del>         |
| Section 3.60 | <a href="#">Reserved for Future Use</a> <del>318332-0—FTS—Vitol Inc.</del>                   |

|              |                                                                            |
|--------------|----------------------------------------------------------------------------|
| Section 3.61 | <a href="#">Reserved for Future Use</a> <del>327068-0—FTS—Vitol Inc.</del> |
| Section 3.62 | 321975 – OPT30 – Vitol Inc.                                                |
| Section 3.63 | 321976 – OPT60 – Vitol Inc.                                                |
| Section 3.64 | Reserved for Future Use                                                    |
| Section 3.65 | Reserved for Future Use                                                    |
| Section 3.66 | Reserved for Future Use                                                    |
| Section 3.67 | Reserved for Future Use                                                    |
| Section 3.68 | Reserved for Future Use                                                    |
| Section 3.69 | Reserved for Future Use                                                    |
| Section 3.70 | Reserved for Future Use                                                    |
| Section 3.71 | Reserved for Future Use                                                    |
| Section 3.72 | Reserved for Future Use                                                    |
| Section 3.73 | Reserved for Future Use                                                    |
| Section 3.74 | Reserved for Future Use                                                    |
| Section 3.75 | Reserved for Future Use                                                    |
| Section 3.76 | Reserved for Future Use                                                    |
| Section 3.77 | Reserved for Future Use                                                    |
| Section 3.78 | Reserved for Future Use                                                    |
| Section 3.79 | Reserved for Future Use                                                    |
| Section 3.80 | Reserved for Future Use                                                    |
| Section 3.81 | Reserved for Future Use                                                    |
| Section 3.82 | Reserved for Future Use                                                    |

|            |                                                     |                                                             |
|------------|-----------------------------------------------------|-------------------------------------------------------------|
|            | Section 3.83                                        | Reserved for Future Use                                     |
|            | Section 3.84                                        | Reserved for Future Use                                     |
|            | Section 3.85                                        | Reserved for Future Use                                     |
|            | Section 3.86                                        | Reserved for Future Use                                     |
|            | Section 3.87                                        | Reserved for Future Use                                     |
|            | Section 3.88                                        | Reserved for Future Use                                     |
|            | Section 3.89                                        | Reserved for Future Use                                     |
|            | Section 3.90                                        | Reserved for Future Use                                     |
|            | Section 3.91                                        | Reserved for Future Use                                     |
|            | Section 3.92                                        | Reserved for Future Use                                     |
|            | Section 3.93                                        | Reserved for Future Use                                     |
|            | Section 3.94                                        | Reserved for Future Use                                     |
| Section 4. | Non-Conforming / Negotiated Rate Service Agreements |                                                             |
|            | Section 4.1                                         | 254605-0 – FTS – Virginia Natural Gas, Inc.                 |
|            | Section 4.2                                         | 232970-0 – FTS – Range Resources – Appalachia, LLC          |
|            | Section 4.3                                         | 255792-2 – FTS – Columbia Gas of Virginia, Inc.             |
|            | Section 4.4                                         | Reserved for Future Use                                     |
|            | Section 4.5                                         | Reserved for Future Use                                     |
|            | Section 4.6                                         | Reserved for Future Use                                     |
|            | Section 4.7                                         | Reserved for Future Use                                     |
|            | Section 4.8                                         | 172580-5 – FTS – Ascent Resources – Utica, LLC              |
|            | Section 4.9                                         | 139080-4 – FTS – Virginia Power Services Energy Corp., Inc. |

|              |                                                    |
|--------------|----------------------------------------------------|
| Section 4.10 | Reserved for Future Use                            |
| Section 4.11 | 155679-0 – FT-C – City of Richmond, Virginia       |
| Section 4.12 | 155684-0 – FT-C – Columbia Gas of Virginia, Inc.   |
| Section 4.13 | 155699-0 – FT-C – Virginia Natural Gas, Inc.       |
| Section 4.14 | 151487-2 – FTS – Celanese Acetate LLC              |
| Section 4.15 | Reserved for Future Use                            |
| Section 4.16 | Reserved for Future Use                            |
| Section 4.17 | Reserved for Future Use                            |
| Section 4.18 | 149760-11 – FTS – Antero Resources Corporation     |
| Section 4.19 | Reserved for Future Use                            |
| Section 4.20 | Reserved for Future Use                            |
| Section 4.21 | 161144-3 – FTS – South Jersey Resources Group, LLC |
| Section 4.22 | Reserved for Future Use                            |
| Section 4.23 | Reserved for Future Use                            |
| Section 4.24 | Reserved for Future Use                            |
| Section 4.25 | 161129-2 – FTS – New Jersey Natural Gas Company    |
| Section 4.26 | 161136-2 – NTS – New Jersey Natural Gas Company    |
| Section 4.27 | 161135-1 – FTS – South Jersey Gas Company          |
| Section 4.28 | Reserved for Future Use                            |
| Section 4.29 | 173522-0 – FTS – Kentucky Power Company            |
| Section 4.30 | 244599-2 – FTS – Expand Energy Marketing LLC       |
| Section 4.31 | 173261-1 – FTS – Range Resources Appalachia, LLC   |

|              |                                                    |
|--------------|----------------------------------------------------|
| Section 4.32 | 173446-1 – FTS – Kaiser Marketing Appalachian, LLC |
| Section 4.33 | 198520-1 – FTS – EQT Energy, LLC                   |
| Section 4.34 | 186926-0 – FTS – CNX Gas Company, LLC              |
| Section 4.35 | 195969-8 – FTS – Ascent Resources – Utica, LLC     |
| Section 4.36 | Reserved for Future Use                            |
| Section 4.37 | 176700-17 – FTS – Antero Resources Corporation     |
| Section 4.38 | Reserved for Future Use                            |
| Section 4.39 | Reserved for Future Use                            |
| Section 4.40 | 176681-2 – FTS - Washington Gas Light Company      |
| Section 4.41 | 176701-1 – FTS – Antero Resources Corporation      |
| Section 4.42 | 210090-1 – FTS – Washington Gas Light Company      |
| Section 4.43 | 198792-3 – FTS – Antero Resources Corporation      |
| Section 4.44 | Reserved for Future Use                            |
| Section 4.45 | 198794-2 – FTS – Kaiser Marketing Appalachian, LLC |
| Section 4.46 | 198795-3 – FTS – Equinor Natural Gas, LLC          |
| Section 4.47 | 198796-2 – FTS – Equinor Natural Gas, LLC          |
| Section 4.48 | 198797-6 – FTS – Expand Energy Marketing LLC       |
| Section 4.49 | 287537-0 – FTS – EQT Energy, LLC                   |
| Section 4.50 | 215082-4 – FTS – Expand Energy Marketing LLC       |
| Section 4.51 | 237931-0 – FTS – Vermillion Power, L.L.C.          |
| Section 4.52 | 216576-2 – FTS – Expand Energy Marketing LLC       |
| Section 4.53 | 242784-0 – FTS – CNX Gas Company, LLC              |

Section 4.54 249339 – FTS – Chevron U.S.A. Inc.

Section 5. X-Rate Schedule Amendments

Section 5.1 Rate Schedule X-131 Amendment – City of Richmond, Va

Section 5.2 Rate Schedule X-132 Amendment – Columbia Gas of Virginia

Section 5.3 Rate Schedule X-133 Amendment – Virginia Natural Gas

# Appendix C

## Marked Tariff Records

*Columbia Gas Transmission, LLC*  
*FERC Gas Tariff, Original Volume No. 1.1*

| <u>Tariff Section</u> |                                                                 | <u>Version</u> |
|-----------------------|-----------------------------------------------------------------|----------------|
| 3.3                   | Negotiated Rate Agreement, Section 3.3 Reserved for Future Use  | 7.0.0          |
| 3.20                  | Negotiated Rate Agreement, Section 3.20 Reserved for Future Use | 7.0.0          |
| 3.21                  | Negotiated Rate Agreement, Section 3.21 Reserved for Future Use | 7.0.0          |
| 3.23                  | Negotiated Rate Agreement, Section 3.23 Reserved for Future Use | 5.0.0          |
| 3.41                  | Negotiated Rate Agreement, Section 3.41 Reserved for Future Use | 5.0.0          |
| 3.42                  | Negotiated Rate Agreement, Section 3.42 Reserved for Future Use | 5.0.0          |
| 3.44                  | Negotiated Rate Agreement, Section 3.44 Reserved for Future Use | 6.0.0          |
| 3.55                  | Negotiated Rate Agreement, Section 3.55 Reserved for Future Use | 3.0.0          |
| 3.59                  | Negotiated Rate Agreement, Section 3.59 Reserved for Future Use | 4.0.0          |
| 3.60                  | Negotiated Rate Agreement, Section 3.60 Reserved for Future Use | 3.0.0          |
| 3.61                  | Negotiated Rate Agreement, Section 3.61 Reserved for Future Use | 3.0.0          |

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs  
RESERVED FOR FUTURE USE  
Option Code A

~~Columbia Gas Transmission, LLC~~  
~~FERC NGA Gas Tariff~~  
~~Baseline Tariffs~~  
~~Proposed Effective Date: February 20, 2026~~  
~~Service Agreement No. 338764 NextEra Energy Marketing,~~  
~~LLC Option Code A~~



Service Agreement No. 338764

Revision No. 0

## ~~FTS SERVICE AGREEMENT~~

~~THIS AGREEMENT is made and entered into this 18 day of February, 2026, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and NEXTERA 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.~~

~~Section 2. Term. Service under this Agreement shall commence as of February 20, 2026, and shall continue in full force and effect until March 31, 2026. 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 1300, Houston, Texas 77002-2700, Attention: Commercial Operations and notices to Shipper shall be addressed to it at NextEra Energy Marketing, LLC, 700 Universe Blvd, Juno Beach, FL 33408 Attention: Natural Gas Marketing / Nextera Energy Marketing, 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): N/A.~~

NEXTERA ENERGY MARKETING, LLC  
By Jeffrey T. Palumbo  
Title Vice President  
Date Nextera Energy  
Marketing 4/26

COLUMBIA GAS TRANSMISSION, LLC  
By [Signature]  
Title VP Marketing  
Date 02/18/2026



Revision No. 0

Appendix A to Service Agreement No. 338784  
Under Rate Schedule FTS  
between Columbia Gas Transmission, LLC ("Transporter")  
and NextEra Energy Marketing, LLC ("Shipper").

Transportation Demand

| <u>Begin Date</u> | <u>End Date</u> | <u>Transportation Demand Dth/day</u> | <u>Recurrence Interval</u> |
|-------------------|-----------------|--------------------------------------|----------------------------|
| 02/20/2026        | 03/31/2026      | 30,000                               | 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) 1/</u> | <u>Recurrence Interval</u> |
|-------------------|-----------------|-----------------------------|------------------------------|----------------------------|-----------------------------|-----------------------------------------|------------------------------------------------------|----------------------------|
| 02/20/2026        | 03/31/2026      | PONERUN                     | PONE RUN                     | 643543                     | PONE RUN RECEIPT            | 30,000                                  |                                                      | 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> |
|-------------------|-----------------|-----------------------------|------------------------------|----------------------------|-----------------------------|-------------------------------------------------------|-------------------------------------------|-------------------------------------------------------|----------------------------|
| 02/20/2026        | 03/31/2026      | P10                         | TCO POOL                     | P10                        | TCO POOL                    | 30,000                                                |                                           |                                                       | 1/1 - 12/31                |

1/

Application of MDDOs, DDGs and ADGs, minimum pressure and/or hourly flowrate shall be as follows:

~~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 \_\_\_\_\_ 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.~~

NEXTERA ENERGY MARKETING, LLC

By Jeffrey X Palumbo  
Title Vice President  
Date Nextera Energy 14/2/6  
Marketing, LLC



COLUMBIA GAS TRANSMISSION, LLC

By [Signature]  
Title VP Marketing  
Date 02/18/2026



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

February 17, 2026

NextEra Energy Marketing, LLC  
11770 U.S. Highway One East Tower  
North Palm Beach, FL 33408  
Attention: Chris Ordway  
Email: [Christopher.Ordway@Nexteraenergy.com](mailto:Christopher.Ordway@Nexteraenergy.com)

RE: FTS Service Agreement No. 338764  
Negotiated Rate Letter Agreement

Dear Chris:

This Negotiated Rate Letter Agreement ("NRL") between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and NextEra Energy Marketing, 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 term for the transportation service provided shall be those rates and terms agreed upon as set forth in the ATTACHMENT A attached hereto.
2. 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 calculation mechanisms highlighted under Items 1-3 shown below.
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.

Accepted and agreed to this 18 day of February 2026.

~~NextEra Energy Marketing, LLC~~

By:   
Jeffrey T. Palumbo  
Title: Vice President  
Nextera Energy  
Date: 2/18/2026  
~~Marketing, LLC~~



~~Columbia Gas Transmission, LLC~~

By:   
Title: VP Marketing  
Date: 02/18/2026

~~DR~~

JR

DH

~~ATTACHMENT A~~

~~NEGOTIATED RESERVATION RATES~~

| <del>Primary Receipt Point(s)*</del> | <del>Primary Delivery Point(s)*</del> | <del>Transportation Demand (Dth/day)</del> | <del>Term</del>                                     | <del>Demand Rate</del> | <del>Commodity Rate</del>                                                                 | <del>Rate Schedule</del> |
|--------------------------------------|---------------------------------------|--------------------------------------------|-----------------------------------------------------|------------------------|-------------------------------------------------------------------------------------------|--------------------------|
| <del>Pone Run (PONE-RUN)</del>       | <del>TCO Pool (P10)</del>             | <del>30,000 Dth/day</del>                  | <del>February 20, 2026 through March 31, 2026</del> | <del>*/**</del>        | <del>Maximum applicable recourse commodity rate as may be amended from time to time</del> | <del>FTS</del>           |

~~\*For transportation service from a secondary receipt point to a secondary delivery point or from a primary receipt point to a secondary delivery point, such service shall be subject to the terms and conditions of Transporter's FERC Gas Tariff as amended from time to time, and the Monthly Demand Rate from February 20, 2026 through March 31, 2026 shall be the current maximum reservation rate charges set forth in the Transporter's FERC Gas Tariff.~~

~~\*\*For transportation service from a primary or secondary receipt point to a primary delivery point, Shipper agrees to pay to Transporter a Monthly Demand Rate of \$2.28125/dth for the term of February 20, 2026 through March 31, 2026 plus the Daily Index-Based Volumetric Rate set forth in Section 1, unless Transporter and Shipper mutually agree to a Monthly Index-Based Volumetric Rate set forth in Section 2, or an Alternative Volumetric Rate set forth in Section 3.~~

~~1. Daily Index-Based Volumetric Rate:~~

~~Index-Based Volumetric Rate = Net Daily Spread where:~~

~~Shipper agrees to pay Transporter 50% of the value derived from the following spread on confirmed and scheduled volumes:~~

~~Net Daily Spread = (Columbia Gas, App. minus (50% Texas Eastern, M-2 receipts plus 50% Eastern Gas, South) minus Applicable Retainage minus Applicable Commodity Charges minus Applicable Demand Charges).~~

~~Texas Eastern, M-2 receipts = The daily Index price for Texas Eastern, M-2 receipts, as published in Platts Final Gas Daily Price Survey Midpoint for the gas day of scheduled transportation.~~

~~Eastern Gas, South = The daily Index price for Eastern Gas, South, as published in Platts Final Gas Daily Price Survey Midpoint for the gas day of scheduled transportation.~~

~~Columbia Gas, App. = The daily Index price for Columbia Gas, App. as published in Platts Final Gas Daily Price Survey Midpoint for the gas day of scheduled transportation.~~

~~If the amount calculated on any given day results in a negative value, the amount due to Transporter on that day shall not be less than \$0.00. If the amount calculated on any given day results in a negative value, and the Shipper elects to ship, the amount due to Shipper on that day shall not be less than \$0.00. The value calculated each day shall be independent from the value calculated for every other day.~~

## ~~2. Monthly Index-Based Volumetric Rate:~~

~~Transporter and Shipper may alternately mutually agree to a Monthly Index-Based Volumetric Rate for all, or a portion of the quantities scheduled under this Agreement.~~

~~Index-Based Volumetric Rate = Net Monthly Spread where:~~

~~Shipper agrees to pay Transporter 50% of the value derived from the following spread on confirmed and scheduled volumes:~~

~~Net Monthly Spread = (Columbia Gas, Appalachia minus (50% Texas Eastern, M-2 receipts plus 50% Eastern Gas, Appalachia) minus Applicable Retainage minus Applicable Commodity Charges minus Applicable Demand Charges).~~

~~Texas Eastern, M-2 receipts = The Inside FERC first of month price for Texas Eastern, M-2 receipts, as published in Platts Inside FERC's Gas Market Report First of Month.~~

~~Eastern Gas, Appalachia = The Inside FERC first of month price for Eastern Gas, South, as published in Platts Inside FERC's Gas Market Report First of Month.~~

~~Columbia Gas, Appalachia = The Inside FERC first of month price for Columbia Gas, Appalachia as published in Platts Inside FERC's Gas Market Report First of Month.~~

~~If the amount calculated in any given month results in a negative value, the amount due to Transporter for that month shall not be less than \$0.00. The value calculated each month shall be independent from the value calculated for every other month.~~

## ~~3. Alternative Volumetric Rate:~~

~~Transporter and Shipper may alternately mutually agree to a positive Alternative Volumetric Rate(s) for all, or a portion of the quantities contracted under this agreement.~~



Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs

RESERVED FOR FUTURE USE  
Option Code A

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

~~Proposed Effective Date: April 1, 2025~~

~~FSS Service Agreement No. 313139-0 Colonial~~  
~~Energy, Inc. Option Code A~~

~~Service Agreement No. 313139~~

~~Revision No. 0~~

### ~~FSS SERVICE AGREEMENT~~

~~THIS AGREEMENT is made and entered into this 6<sup>th</sup> day of March, 2025, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and COLONIAL ENERGY, INC. ("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 shall commence as of April 1, 2025, and shall continue in full force and effect until March 31, 2026. 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 1300, Houston, Texas 77002-2700, Attention: Customer Services and notices to Shipper shall be addressed to it at Colonial Energy, Inc., 3975 Fair Ridge Drive, Suite T10-North, Fairfax, VA 22033, Attention: Patrick Patten, 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.~~

~~COLONIAL ENERGY, INC.~~

By *Patrick Patten*

Title **Director**

Date **2/14/25**

~~COLUMBIA GAS TRANSMISSION, LLC~~

By *Madeline Bingamon*

Title **Manager**

Date **Mar 6, 2025**

Revision No. 0

Appendix A to Service Agreement No. 313139  
Under Rate Schedule FSS  
between Columbia Gas Transmission, LLC ("Transporter")  
and Colonial Energy, Inc. ("Shipper")

| <u>Storage Contract Quantity</u> |                 |                                        |                                                 |
|----------------------------------|-----------------|----------------------------------------|-------------------------------------------------|
| <u>Begin Date</u>                | <u>End Date</u> | <u>Storage Contract Quantity (Dth)</u> | <u>Maximum Daily Storage Quantity (Dth/day)</u> |
| April 1, 2025                    | March 31, 2026  | 500,000                                | 0                                               |

~~\_\_\_\_\_ 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) 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.~~

COLONIAL ENERGY, INC. *Patrick Patten*  
By \_\_\_\_\_  
Title Director  
Date 2/14/25

COLUMBIA GAS TRANSMISSION, LLC  
By *Madeline Bingham*  
Title Manager  
Date Mar 6, 2025



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

February 7, 2025

Colonial Energy, Inc.  
3975 Fair Ridge Drive, Suite T-10 North  
Fairfax, VA 22033-2924  
Attn: Patrick Patten

RE: FSS Service Agreement No. 313139 Revision 0  
Negotiated Rate Letter Amendment

Dear Mr. Patten:

This Negotiated Rate Letter Amendment ("NRL") between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and Colonial Energy, Inc. ("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 April 1, 2025 to March 31, 2026.
2. For the Storage Contract Quantity (SCQ) of 500,000 Dth, Shipper will pay a negotiated capacity charge of \$0.0983 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 \_\_\_\_\_ day of \_\_\_\_\_, 2025.~~

~~COLUMBIA GAS TRANSMISSION, LLC~~

~~COLONIAL ENERGY, INC.~~

~~By~~ *CWC*

~~By~~ *Patrick Patten*

~~Its~~ *VP Marketing*

~~Its~~ \_\_\_\_\_

~~Date:~~ *Mar 6, 2025*

~~Date:~~ *2/14/25*

*OR*

*JR*

*DH*

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs

RESERVED FOR FUTURE USE

Option Code A

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

~~Proposed Effective Date: April 1, 2025~~

~~FSS Service Agreement No. 313242-0 – Dynegy Marketing and Trade, LLC  
Option Code A~~



## FSS SERVICE AGREEMENT

~~THIS AGREEMENT is made and entered into this 10 day of February, 2025, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and DYNEGY MARKETING AND TRADE, 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 shall commence as of April 1, 2025, and shall continue in full force and effect until March 31, 2026. 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 1300, Houston, Texas 77002-2700, Attention: Customer Services and notices to Shipper shall be addressed to it at Dynegy Marketing and Trade, LLC, 6555 Sierra Drive, Irving, TX 75039, Attention: David Dean, until changed by either party by written notice.~~



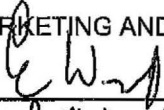
~~Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): N/A.~~

DYNEGY MARKETING AND TRADE, LLC

By

Title

Date

  
VP Natural Gas  
2/10/25

COLUMBIA GAS TRANSMISSION, LLC

By

Title

Date

  
VP-Marketing  
Feb 11, 2025

Revision No. 0

~~Appendix A to Service Agreement No. 313242~~  
~~Under Rate Schedule FSS~~  
~~between Columbia Gas Transmission, LLC ("Transporter")~~  
~~and Dynegy Marketing and Trade, LLC ("Shipper")~~

| <del>Storage Contract Quantity</del> |                                   |                                                          |                                                                   |
|--------------------------------------|-----------------------------------|----------------------------------------------------------|-------------------------------------------------------------------|
| <del>Begin</del><br><del>Date</del>  | <del>End</del><br><del>Date</del> | <del>Storage Contract</del><br><del>Quantity (Dth)</del> | <del>Maximum Daily Storage</del><br><del>Quantity (Dth/day)</del> |
| <del>April 1, 2025</del>             | <del>March 31, 2026</del>         | <del>1,000,000</del>                                     | <del>0</del>                                                      |

~~\_\_\_\_\_ 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) 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.~~

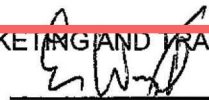
~~\_\_\_\_\_ Yes \_\_\_X\_\_\_ No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions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

~~DYNEGY MARKETING AND TRADE, LLC~~

By

Title

Date

  
~~VP Marketing (GCS)~~  
~~2/10/25~~

~~COLUMBIA GAS TRANSMISSION, LLC~~

By

Title

Date



~~VP Marketing~~

~~Feb 11, 2025~~



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

February 7, 2025

Dynegy Marketing and Trade, LLC  
1000 Louisiana Street, Suite 5800  
Houston, TX 77002  
Attn: David Dean  
[David.Dean@Vistracorp.com](mailto:David.Dean@Vistracorp.com)

RE: FSS Service Agreement No. 313242 Revision 0  
Negotiated Rate Letter Amendment

Dear Mr. Dean:

This Negotiated Rate Letter Amendment ("NRL") between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and Dynegy Marketing and Trade, 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 April 1, 2025 to March 31, 2026.
2. For the Storage Contract Quantity (SCQ) of 1,000,000 Dth, Shipper will pay a negotiated capacity charge of \$0.10 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~~ 2/10 ~~day of February, 2025.~~

~~COLUMBIA GAS TRANSMISSION, LLC~~

By

*cm*

Its

VP Marketing

Date:

Feb 11, 2025

~~DYNEGY MARKETING AND  
TRADE, LLC~~

By

*E W J B*

Its

VP Natural Gas

Date:

~~2/10/25~~

*JR*

*DK*

*DR*

Columbia Gas Transmission, LLC

FERC NGA Gas Tariff

Baseline Tariffs

RESERVED FOR FUTURE USE

Option Code A

~~Columbia Gas Transmission, LLC~~

~~FERC NGA Gas Tariff~~

~~Baseline Tariffs~~

~~Proposed Effective Date: April 1, 2025~~

~~FSS Service Agreement No. 316501-0 Macquarie Energy LLC~~

~~Option Code A~~



Service Agreement No. 316501

Revision No. 0

### ~~FSS SERVICE AGREEMENT~~

~~THIS AGREEMENT is made and entered into this 27<sup>th</sup> day of March, 2025, 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.~~

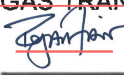
~~Section 2. Term. Service under this Agreement shall commence as of April 1, 2025, and shall continue in full force and effect until March 31, 2026. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations 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 1300, Houston, Texas 77002-2700, Attention: Customer Services and notices to Shipper shall be addressed to it at Macquarie Energy LLC, 500 Dallas Street, Suite 3300, Houston, TX 77002, Attention: John Knock, 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.

MACQUARIE ENERGY LLC  
By   
Title John Knock  
Date Executive Director 3/27/2025

COLUMBIA GAS TRANSMISSION, LLC  
By   
Title Director Marketing  
Date 03/28/2025

  
~~Kevin J. Pooler~~  
~~Executive Director~~

Revision No. 0

Appendix A to Service Agreement No. 316501  
Under Rate Schedule FSS  
between Columbia Gas Transmission, LLC ("Transporter")  
and Macquarie Energy LLC ("Shipper")

| Begin Date    | End Date       | Storage Contract Quantity (Dth) | Maximum Daily Storage Quantity (Dth/day) |
|---------------|----------------|---------------------------------|------------------------------------------|
| April 1, 2025 | March 31, 2026 | 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.

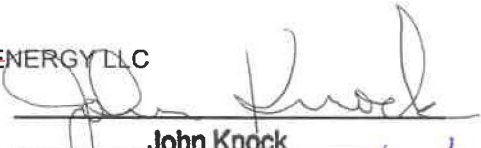
☐ Yes ☒ No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

MACQUARIE ENERGY LLC

By

Title

Date

  
John Knock  
Executive Director 3/27/2025

  
Kevin J. Pooler  
Executive Director

COLUMBIA GAS TRANSMISSION, LLC

By

Title

Date

  
Director Marketing  
03/28/2025





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

March 26, 2025

Macquarie Energy LLC  
500 Dallas Street, Suite 3300  
Houston, TX 77002  
Attn: John Knock  
[John.knock@macquarie.com](mailto:John.knock@macquarie.com)

RE: FSS Service Agreement No. 316501 Revision 0  
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 April 1, 2025 to March 31, 2026.
2. For the Storage Contract Quantity (SCQ) of 1,500,000 Dth, Shipper will pay a negotiated capacity charge of \$0.09 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 27<sup>th</sup> day of March, 2025.

~~COLUMBIA GAS TRANSMISSION, LLC~~

By 

Its Director Marketing

Date: 03/28/2025

~~JR~~

~~DR~~

~~DR~~

~~MACQUARIE ENERGY LLC~~

By 

Its John Knock  
Executive Director

Date: March 27, 2025



~~Kevin J. Poeler~~  
~~Executive Director~~

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs  
RESERVED FOR FUTURE USE  
Option Code A

~~Columbia Gas Transmission, LLC~~  
~~FERC NGA Gas Tariff~~  
~~Baseline Tariffs~~  
~~Proposed Effective Date: April 1, 2025~~  
~~FSS Service Agreement No. 313243-0 United Energy Trading, LLC~~  
~~Option Code A~~

~~FSS SERVICE AGREEMENT~~

THIS AGREEMENT is made and entered into this 7<sup>th</sup> day of February, 2025, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and UNITED ENERGY TRADING, LLC ("Shipper").

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

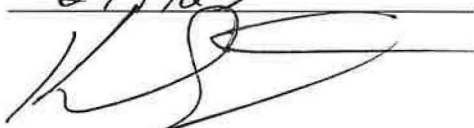
~~Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FSS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 ("Tariff"), on file with the 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 shall commence as of April 1, 2025, and shall continue in full force and effect until March 31, 2026. 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 1300, Houston, Texas 77002-2700, Attention: Customer Services and notices to Shipper shall be addressed to it at United Energy Trading, LLC, 9740 Concord Rd., Dublin, OH 43017, Attention: Jay Jordan, 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.~~

~~UNITED ENERGY TRADING, LLC~~  
By ~~Kurt Batenhorst~~  
Title ~~EVF~~  
Date ~~2/7/25~~  


~~COLUMBIA GAS TRANSMISSION, LLC~~  
By ~~ami~~  
Title ~~VP Marketing~~  
Date ~~Feb 11, 2025~~



Revision No. 0

~~Appendix A to Service Agreement No. 313243~~  
~~Under Rate Schedule FSS~~  
~~between Columbia Gas Transmission, LLC ("Transporter")~~  
~~and United Energy Trading, LLC ("Shipper")~~

| <del>Storage Contract Quantity</del> |                           |                                            |                                                     |
|--------------------------------------|---------------------------|--------------------------------------------|-----------------------------------------------------|
| <del>Begin Date</del>                | <del>End Date</del>       | <del>Storage Contract Quantity (Dth)</del> | <del>Maximum Daily Storage Quantity (Dth/day)</del> |
| <del>April 1, 2025</del>             | <del>March 31, 2026</del> | <del>500,000</del>                         | <del>0</del>                                        |

~~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.~~

~~UNITED ENERGY TRADING, LLC~~

By Kurt Batenhorst  
Title ELP  
Date 2/7/25

~~COLUMBIA GAS TRANSMISSION, LLC~~

By ami  
Title VP Marketing  
Date Feb 11, 2025



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

February 7, 2025

United Energy Trading, LLC  
215 Union Boulevard, Suite 350  
Lakewood, CO 80228  
Attn: Jay Jordan  
[jjordan@uetlle.com](mailto:jjordan@uetlle.com)

RE: FSS Service Agreement No. 313243 Revision 0  
Negotiated Rate Letter Agreement

Dear Mr. Jordan:

This Negotiated Rate Letter Agreement ("NRL") between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and United Energy Trading, 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 April 1, 2025 to March 31, 2026.
2. For the Storage Contract Quantity (SCQ) of 500,000 Dth, Shipper will pay a negotiated capacity charge of \$0.10 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 7<sup>th</sup> day of February 2025.

~~COLUMBIA GAS TRANSMISSION, LLC~~

~~UNITED ENERGY TRADING, LLC~~

By *[Signature]*

Its VP Marketing

Date: Feb 11, 2025

By Kurt Batenhorst

Its *[Signature]*

Date: 2/7/25

~~JR~~

~~DH~~

~~DR~~



Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs  
RESERVED FOR FUTURE USE  
Option Code A

~~Columbia Gas Transmission, LLC~~  
~~FERC NGA Gas Tariff~~  
~~Baseline Tariffs~~  
~~Proposed Effective Date: April 1, 2025~~  
~~FSS Service Agreement No. 313329-0 Vitol Inc.~~  
~~Option Code A~~

~~Service Agreement No. 313329~~

~~Revision No. 0~~

### ~~FSS SERVICE AGREEMENT~~

~~THIS AGREEMENT is made and entered into this 5<sup>th</sup> day of March, 2025, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and VITOL INC. ("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 shall commence as of April 1, 2025, and shall continue in full force and effect until March 31, 2026. 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 1300, Houston, Texas 77002-2700, Attention: Customer Services and notices to Shipper shall be addressed to it at Vitol Inc., 2925 Richmond Ave., 11th Floor, Houston, TX 77098, Attention: Walker Weston, 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.~~

~~VITOL INC.~~  
By   
Title Assistant Secretary  
Date 3/5/2025

~~COLUMBIA GAS TRANSMISSION, LLC~~  
By   
Title VP Marketing  
Date Mar 5, 2025

~~DR~~      ~~JR~~      ~~DH~~

Revision No. 0

Appendix A to Service Agreement No. 313329  
Under Rate Schedule FSS  
between Columbia Gas Transmission, LLC ("Transporter")  
and Vitol Inc. ("Shipper")

| <u>Storage Contract Quantity</u> |                 |                                        |                                                 |
|----------------------------------|-----------------|----------------------------------------|-------------------------------------------------|
| <u>Begin Date</u>                | <u>End Date</u> | <u>Storage Contract Quantity (Dth)</u> | <u>Maximum Daily Storage Quantity (Dth/day)</u> |
| April 1, 2025                    | March 31, 2026  | 2,500,000                              | 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.

VITOL INC.

By   
Title Assistant Secretary  
Date 3/5/2025

COLUMBIA GAS TRANSMISSION, LLC

By   
Title VP Marketing  
Date Mar 5, 2025

DR JR DH



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

February 11, 2025

~~Vitol Inc.~~  
~~2925 Richmond Ave, 11<sup>th</sup> Floor~~  
~~Houston, TX 77008~~  
~~Attn: Walker Weston~~  
[wk@vitol.com](mailto:wk@vitol.com)

RE: ~~FSS Service Agreement No. 313329 Revision 0~~  
~~Negotiated Rate Letter Agreement~~

Dear Mr. Weston:

~~This Negotiated Rate Letter Agreement ("NRL") between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and Vitol Inc. ("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 April 1, 2025 to March 31, 2026.~~
- ~~2. For the Storage Contract Quantity (SCQ) of 2,500,000 Dth, Shipper will pay a negotiated capacity charge of \$0.10 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~~ 5<sup>th</sup> ~~day of~~ March, 2025.

~~COLUMBIA GAS TRANSMISSION, LLC~~

By ~~CGL~~

Its VP Marketing

Date: Mar 5, 2025

~~DR~~

~~JR~~

~~DH~~

~~VITOL INC.~~

By ~~V. J. A.~~

Its Assistant Secretary

Date: 3/5/2025

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs

RESERVED FOR FUTURE USE  
Option Code A

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

~~Proposed Effective Date: August 1, 2025~~

~~FTS Service Agreement No. 317287-0 - Citadel Energy Marketing  
LLC Option Code A~~

~~Service Agreement No. 317287~~

~~Revision No. 0~~

## ~~FTS SERVICE AGREEMENT~~

~~THIS AGREEMENT is made and entered into this 23rd day of April, 2025, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and CITADEL 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.~~

~~Section 2. Term. Service under this Agreement shall commence as of May 1, 2025, and shall continue in full force and effect until October 31, 2025. 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 1300, Houston, Texas 77002-2700, Attention: Customer Services and notices to Shipper shall be addressed to it at Citadel Energy Marketing LLC, 33 Benedict Pl, 3rd Floor, Greenwich, CT 06830, Attention: Mark Pentangelo, 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.~~

~~CITADEL ENERGY MARKETING LLC~~

~~By Mike Zarolinski~~  
~~Title Midcon Trading~~  
~~Date 4/23/25~~

~~COLUMBIA GAS TRANSMISSION, LLC~~

~~By CMI~~  
~~Title VP Marketing~~  
~~Date 04/23/2025~~

~~Appendix A to Service Agreement No. 317287~~  
~~Under Rate Schedule FTS~~  
~~between Columbia Gas Transmission, LLC ("Transporter")~~  
~~and Citadel Energy Marketing LLC ("Shipper").~~

Transportation Demand

| <u>Begin Date</u> | <u>End Date</u> | <u>Transportation Demand Dth/day</u> | <u>Recurrence Interval</u> |
|-------------------|-----------------|--------------------------------------|----------------------------|
| 05/01/2025        | 10/31/2025      | 25,000                               | 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) 1/</u> | <u>Recurrence Interval</u> |
|-------------------|-----------------|-----------------------------|------------------------------|----------------------------|-----------------------------|-----------------------------------------|------------------------------------------------------|----------------------------|
| 05/01/2025        | 10/31/2025      | 640313                      | Pickenpaw -- Receipt         | 640313                     | Pickenpaw -- Receipt        | 25,000                                  |                                                      | 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> |
|-------------------|-----------------|-----------------------------|------------------------------|----------------------------|-----------------------------|-------------------------------------------------------|-------------------------------------------|-------------------------------------------------------|----------------------------|
| 05/01/2025        | 10/31/2025      | P10                         | TCO POOL                     | P10                        | TCO POOL                    | 25,000                                                |                                           |                                                       | 1/1-12/31                  |

~~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 \_\_\_\_\_ 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.~~

CITADEL ENERGY MARKETING, LLC,

By Mike Zarolinski  
Title Mike Zarolinski  
Date 4/23/25

COLUMBIA GAS TRANSMISSION, LLC

By CMG  
Title VP Marketing  
Date 04/23/2025



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

July 17, 2025

Citadel Energy Marketing LLC  
33 Benedict Pl, 3rd Floor  
Greenwich, CT 06830  
Attention: Michael Zarolinski  
Email: Michael.Zarolinski@Citadel.com

RE: ~~FTS Service Agreement No. 317287~~  
~~Amended and Restated Negotiated Rate Letter Agreement~~

Dear Michael:

~~This Amended and Restated Negotiated Rate Letter Agreement ("NRL") between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and Citadel Energy Marketing 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 term for the transportation service provided shall be those rates and terms agreed upon as set forth in the ATTACHMENT A attached hereto.~~
- ~~2. 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 calculation mechanisms highlighted under Items 1-3 shown below.~~
- ~~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.~~

4. ~~This Amended and Restated Negotiated Rate Letter Agreement replaces and supersedes the Negotiated Rate Letter between the parties dated April 22, 2025.~~

~~Accepted and agreed to this 21 day of July, 2025.~~

~~Citadel Energy Marketing LLC~~

By: Mike Zarolinski

Title: Midcon Trading

Date: 7/21/2025

~~Columbia Gas Transmission, LLC~~

By: DM

Title: VP Marketing

Date: 07/22/2025

CB

DR

DH

~~ATTACHMENT A~~

~~NEGOTIATED RESERVATION RATES~~

| <del>Primary Receipt Point(s)*</del>  | <del>Primary Delivery Point(s)*</del> | <del>Transportation Demand (Dth/day)</del> | <del>Term</del>                              | <del>Demand Rate</del> | <del>Commodity Rate</del>                                                                 | <del>Rate Schedule</del> |
|---------------------------------------|---------------------------------------|--------------------------------------------|----------------------------------------------|------------------------|-------------------------------------------------------------------------------------------|--------------------------|
| <del>Pickenpaw Receipt (640313)</del> | <del>TCO Pool (P10)</del>             | <del>25,000 Dth/day</del>                  | <del>August 1, 2025 – October 31, 2025</del> | <del>*/**</del>        | <del>Maximum applicable recourse commodity rate as may be amended from time to time</del> | <del>FTS</del>           |

~~\* For transportation service from a secondary receipt point to a secondary delivery point or from a primary receipt point to a secondary delivery point, such service shall be subject to the terms and conditions of Transporter's FERC Gas Tariff as amended from time to time, and the Monthly Demand Rate shall be \$4.5625/dth from August 1, 2025 through October 31, 2025.~~

~~\*\*For transportation service from a primary or secondary receipt point to a primary delivery point, Shipper agrees to pay to Transporter a Monthly Demand Rate of \$1.521/Dth for the term of August 1, 2025 through October 31, 2025 plus the Daily Index-Based Volumetric Rate set forth in Section 1, unless Transporter and Shipper mutually agree to a Monthly Index-Based Volumetric Rate set forth in Section 2, or an Alternative Volumetric Rate set forth in Section 3.~~

~~1. Daily Index-Based Volumetric Rate:~~

~~Index-Based Volumetric Rate = Net Daily Spread where:~~

~~Shipper agrees to pay Transporter 60% of the value derived from the following spread:~~

~~Net Daily Spread = ((Columbia Gas, App. minus (50% Texas Eastern, M-2 receipts plus 50% Eastern Gas, South) minus Applicable Retainage minus Applicable Commodity Charges minus Applicable Demand Charges)).~~

~~Texas Eastern, M-2 receipts = The daily Index price for Texas Eastern, M-2 receipts, as published in Platts Final Gas Daily Price Survey Midpoint for the gas day of scheduled transportation.~~

~~Eastern Gas, South = The daily Index price for Eastern Gas, South, as published in Platts Final Gas Daily Price Survey Midpoint for the gas day of scheduled transportation.~~

~~Columbia Gas, App. = The daily Index price for Columbia Gas, App. as published in Platts Final Gas Daily Price Survey Midpoint for the gas day of scheduled transportation.~~

~~If the amount calculated on any given day results in a negative value, the amount due to Transporter on that day shall not be less than \$0.00. If the amount calculated on any given day results in a negative value, and the Shipper elects to ship, the amount due to Shipper on that day shall not be less than \$0.00. The value calculated each day shall be independent from the value calculated for every other day.~~

## ~~2. Monthly Index-Based Volumetric Rate:~~

~~Transporter and Shipper may alternately mutually agree to a Monthly Index-Based Volumetric Rate for all, or a portion of the quantities scheduled under this Agreement.~~

~~Index-Based Volumetric Rate = Net Monthly Spread where:~~

~~Shipper agrees to pay Transporter 60% of the value derived from the following spread:~~

~~Net Monthly Spread = ((Columbia Gas, App. minus (50% Texas Eastern, M-2 receipts plus 50% Eastern Gas, South) minus Applicable Retainage minus Applicable Commodity Charges minus Applicable Demand Charges)).~~

~~Texas Eastern, M-2 receipts = The Inside FERC first of month price for Texas Eastern, M-2 receipts, as published in Platts Inside FERC's Gas Market Report First of Month.~~

~~Eastern Gas, South = The Inside FERC first of month price for Eastern Gas, South, as published in Platts Inside FERC's Gas Market Report First of Month.~~

~~Columbia Gas, App. = The Inside FERC first of month price for Columbia Gas, Appalachia as published in Platts Inside FERC's Gas Market Report First of Month.~~

~~If the amount calculated on any given month results in a negative value, the amount due to Transporter for that month shall not be less than \$0.00. The value calculated each month shall be independent from the value calculated for every other month.~~

## ~~3. Alternative Volumetric Rate:~~

~~Transporter and Shipper may alternately mutually agree to a positive Alternative Volumetric Rate(s) for all, or a portion of the quantities contracted under this agreement.~~

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs

RESERVED FOR FUTURE USE

Option Code A

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

~~Proposed Effective Date: August 1, 2025~~

~~FTS Service Agreement No. 261421-0 - Mountaineer Gas Company~~

~~Option Code A~~



~~Service Agreement No. 261421~~

~~Revision No. 0~~

~~FTS SERVICE AGREEMENT~~

~~THIS AGREEMENT is made and entered into this~~ 8th ~~day of~~  
February, 2022, ~~by and between COLUMBIA GAS TRANSMISSION, LLC~~  
~~("Transporter") and MOUNTAINEER GAS COMPANY ("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.~~

~~Section 2. Term. This Agreement shall be effective as of the later of November 1, 2023, or the date that all of Transporter's Eastern Panhandle Project facilities necessary to provide firm transportation service to Shipper have been commissioned, tested, and are ready for service as determined in Transporter's discretion and shall remain in full force and effect for a term of twenty (20) years. 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, Suite 1300, Houston, Texas 77002, Attention: Transportation Contracts and notices to Shipper shall be addressed to it at P.O. Box 5201, 501 56<sup>th</sup> Street SE, Charleston, WV 25304, Attention: Tom Westfall, 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.~~

~~Section 6. Credit Annex. The credit requirements appended hereto as Attachment A are incorporated herein by reference with full force and effect and are made a part of this Service Agreement as though restated herein verbatim.~~

~~MOUNTAINEER GAS COMPANY~~

By

Title V.P. Gas Supply & Tech. Serv.

Date 2/8/2022

~~COLUMBIA GAS TRANSMISSION, LLC~~

By

Title

Date

February 9, 2022

~~COLUMBIA GAS TRANSMISSION, LLC~~

By

Title

Date

February 9, 2022

DS

AK

DS

JS



Revision No. 0

~~Appendix A to Service Agreement No. 261421~~  
~~Under Rate Schedule FTS~~  
~~between Columbia Gas Transmission, LLC ("Transporter")~~  
~~and Mountain Gas Company ("Shipper")~~

Transportation Demand

| <u>Begin</u> | <u>End</u>  | <u>Transportation</u> | <u>Recurrence</u> |
|--------------|-------------|-----------------------|-------------------|
| <u>Date</u>  | <u>Date</u> | <u>Dth/day</u>        | <u>Interval</u>   |
| 2/           | 2/          | 47,500                | 1/1-12/31         |

Primary Receipt Points

| <u>Begin</u> | <u>End</u>  | <u>Scheduling</u> | <u>Scheduling</u> | <u>Measuring</u> | <u>Measuring</u>  | <u>Maximum</u>        | <u>Minimum Receipt</u>     | <u>Recurrence</u> |
|--------------|-------------|-------------------|-------------------|------------------|-------------------|-----------------------|----------------------------|-------------------|
| <u>Date</u>  | <u>Date</u> | <u>Point No.</u>  | <u>Point Name</u> | <u>Point No.</u> | <u>Point Name</u> | <u>Daily Quantity</u> | <u>Pressure Obligation</u> | <u>Interval</u>   |
| 2/           | 2/          | C45               | Marietta          | 642642           | Interconnect      | 47,500                | (psig) 1/                  | 1/1-12/31         |

Primary Delivery Points

| <u>Begin</u> | <u>End</u>  | <u>Scheduling</u> | <u>Scheduling</u>                        | <u>Measuring</u> | <u>Measuring</u>                         | <u>Maximum Daily</u>       | <u>Design</u>         | <u>Minimum Delivery</u>    | <u>Recurrence</u> |
|--------------|-------------|-------------------|------------------------------------------|------------------|------------------------------------------|----------------------------|-----------------------|----------------------------|-------------------|
| <u>Date</u>  | <u>Date</u> | <u>Point No.</u>  | <u>Point Name</u>                        | <u>Point No.</u> | <u>Point Name</u>                        | <u>Delivery</u>            | <u>Daily Quantity</u> | <u>Pressure Obligation</u> | <u>Interval</u>   |
| 2/           | 2/          | 643112            | MGC<br>Eastern<br>Panhandle<br>Expansion | 643112           | MGC<br>Eastern<br>Panhandle<br>Expansion | Obligation<br>(Dth/day) 1/ | (Dth/day) 1/          | (psig) 1/                  | 1/1-12/31         |

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

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~~2/~~ Per Section 2 of the Service Agreement

~~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.~~

~~\_\_\_ X \_\_\_ 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 \_\_\_ 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 \_\_\_ 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.~~

MOUNTAINEER GAS COMPANY

By

*The Owl*

Title

*V.P. Gas Supply & Tech Serv.*

Date

*2/8/2022*

COLUMBIA GAS TRANSMISSION, LLC

By

*Russell Mahan*

Title

*Vice President - Business Development*

Date

*February 9, 2022*

COLUMBIA GAS TRANSMISSION, LLC

By

*Kay Dennison*

Title

*Director, Trans. Acct. & Contracts*

Date

*February 9, 2022*

~~Appendix B to Service Agreement No. 261421~~

~~February 1, 2022~~

~~Mountaineer Gas Company  
P.O. Box 5201  
501 W. 56<sup>th</sup> Street SE  
Charleston, WV 25304  
Attention: Tom Westfall~~

~~RE: FTS Service Agreement No. 261421  
Negotiated Rate Letter Agreement~~

~~Dear Tom:~~

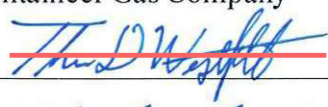
~~This Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC ("Transporter") and Mountaineer Gas Company ("Shipper"), shall set forth the applicable rates, calculations thereof, and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant 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 Attachment B-1 hereto.~~

~~Accepted and agreed to this~~ 8 ~~day of February~~ 2022.

~~Mountaineer Gas Company~~

~~By:~~ 

~~Title:~~ V. P. Cas Supply + Tech. Serv.

~~Date:~~ 2/8/2022

~~Appendix B to Service Agreement No. 261421~~

~~Columbia Gas Transmission, LLC~~

DocuSigned by:

By: \_\_\_\_\_

~~Russell Mahan~~

4F817AEF05AB4ED...

Title: \_\_\_\_\_

~~Vice President - Business Development~~

Date: ~~February 9, 2022~~

DS

~~ak~~

DS

~~JS~~

DocuSigned by:

By: \_\_\_\_\_

~~Kay Dennison~~

A0EF51A630C148B...

Title: \_\_\_\_\_

~~Director, Trans. Acct. & Contracts~~

Date: ~~February 9, 2022~~

~~Appendix B to Service Agreement No. 261421~~~~ATTACHMENT B 1~~~~NEGOTIATED RESERVATION RATES~~

| <del>Primary Receipt Point(s)*</del> | <del>Primary Delivery Point(s)*</del>                     | <del>Transportation Demand (Dth/day)</del> | <del>Initial Term</del>                                          | <del>Daily Demand Rate**</del>                                                                                                                                                                                                                                                                                                                                                                                                      | <del>Daily Commodity Rate**</del>                     | <del>Rate Schedule</del> |
|--------------------------------------|-----------------------------------------------------------|--------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|--------------------------|
| <del>Marietta (meter no. C45)</del>  | <del>Eastern Panhandle Expansion (meter no. 643112)</del> | <del>47,500 Dth/day</del>                  | <del>In-Service Date through twenty (20) years thereafter.</del> | <del>\$0.6524 per Dth/d ("Fixed Negotiated Rate") from the actual In-Service Date through the 365<sup>th</sup> day from the Actual In-Service Date and the then effective maximum applicable general system recourse rate under Rate Schedule FTS, as such may change from time to time from the 366<sup>th</sup> day from the Actual In-Service Date through the remainder of the Initial Term and any extension thereafter.</del> | <del>Maximum Applicable under Rate Schedule FTS</del> | <del>FTS</del>           |



~~Appendix B to Service Agreement No. 261421~~

~~\* Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of the Tariff, at no additional charge.~~

~~\*\* In addition to the Fixed Negotiated Rate and Daily Commodity Rate, Shipper shall pay all maximum applicable demand and commodity surcharges, specified under Rate Schedule FTS set forth in the Tariff, as such may change from time to time. Pursuant to the Tariff, in the event the Project does not qualify for rolled-in rate treatment, the Capital Cost Recovery Mechanism ("CCRM") surcharge existing on the date first written above shall not apply to the firm transportation service associated with the Project capacity; provided however, in the event that FERC ever approves a CCRM or any similar type mechanism designed to recover such cost that would apply to Project capacity, Shipper shall pay the CCRM or similar type cost recovery mechanism).~~

~~In addition to the rates above, Shipper will pay the fuel retention applicable to Rate Schedule FTS, as such may change from time to time.~~

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs

RESERVED FOR FUTURE USE

Option Code A

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

~~Proposed Effective Date: November 1, 2025~~

~~Service Agreement No. 327663 - Macquarie Energy LLC~~

~~Option Code A~~

Service Agreement No. 327663

Revision No. 0

## ~~FTS SERVICE AGREEMENT~~

THIS AGREEMENT is made and entered into this 19<sup>th</sup> day of September, 2025 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 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.~~

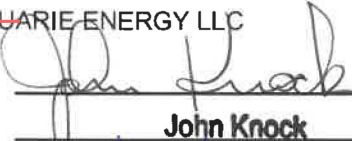
~~Section 2. Term. Service under this Agreement shall commence as of November 1, 2025, and shall continue in full force and effect until March 31, 2026. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's 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 1300, Houston, Texas 77002-2700, Attention: Commercial Operations and notices to Shipper shall be~~

~~addressed to it at Macquarie Energy LLC, 500 Dallas Street, Suite 3300, Houston, TX 77002, Attention: John Knock, 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.~~

~~MACQUARIE ENERGY LLC~~  
By   
Title John Knock  
Date 9/18/2025  
Executive Director

~~COLUMBIA GAS TRANSMISSION, LLC~~  
By   
Title VP Marketing  
Date 09/19/2025



~~Kevin J. Pooler~~  
~~Executive Director~~

~~Appendix A to Service Agreement No. 327663~~  
~~Under Rate Schedule FTS~~  
~~between Columbia Gas Transmission, LLC ("Transporter")~~  
~~and Macquarie Energy LLC ("Shipper").~~

Transportation Demand

| <u>Begin Date</u> | <u>End Date</u> | <u>Transportation Demand-Dth/day</u> | <u>Recurrence Interval</u> |
|-------------------|-----------------|--------------------------------------|----------------------------|
| 11/01/2025        | 03/31/2026      | 50,000                               | 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) 1/</u> | <u>Recurrence Interval</u> |
|-------------------|-----------------|-----------------------------|------------------------------|----------------------------|-----------------------------|-----------------------------------------|------------------------------------------------------|----------------------------|
| 04/01/2025        | 03/31/2026      | 842867                      | Braxton                      | 842867                     | Braxton                     | 50,000                                  |                                                      | 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> |
|-------------------|-----------------|-----------------------------|------------------------------|----------------------------|-----------------------------|-------------------------------------------------------|-------------------------------------------|-------------------------------------------------------|----------------------------|
| 04/01/2025        | 03/31/2026      | P10                         | TCO POOL                     | P10                        | TCO POOL                    | 50,000                                                |                                           |                                                       | 1/1-12/31                  |

1/

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

~~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 \_\_\_\_\_ 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.~~

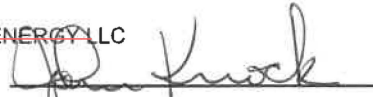
~~Yes~~ X ~~No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.~~

MACQUARIE ENERGY LLC

By

Title

Date

  
John Knock  
Executive Director

9/18/2025

COLUMBIA GAS TRANSMISSION, LLC

By

Title

Date

VP Marketing

09/19/2025



Kevin J. Pooler  
Executive Director





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

September 8, 2025

Macquarie Energy LLC  
500 Dallas Street  
Suite 3300  
Houston, TX 77002  
Attention: John Knock  
Email: [John.knock@macquarie.com](mailto:John.knock@macquarie.com)

RE: FTS Service Agreement No. 327663  
Negotiated Rate Letter Agreement

Dear John:

This Negotiated Rate Letter Agreement ("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 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".

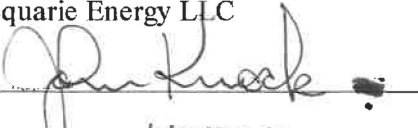
Shipper and Transporter hereby agree:

1. The "Negotiated Reservation Rates" during the term for the transportation service provided shall be those rates and terms agreed upon as set forth in the ATTACHMENT A attached hereto.
2. 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 calculation mechanisms highlighted under Items 1-3 shown below.
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.~~

Accepted and agreed to this 18<sup>th</sup> day of September 2025.

Macquarie Energy LLC

By: 

Title: John Knock

Executive Director

Date: 9/18/2025



Kevin J. Pooler  
Executive Director

~~Columbia Gas Transmission, LLC~~

By: 

Title: VP Marketing

Date: 09/19/2025

DR

JR

DH



## ~~ATTACHMENT A~~

### ~~NEGOTIATED RESERVATION RATES~~

| <del>Primary Receipt Point(s)*</del> | <del>Primary Delivery Point(s)*</del> | <del>Transportation Demand (Dth/day)</del> | <del>Term</del>                              | <del>Demand Rate</del> | <del>Commodity Rate</del>                                                                 | <del>Rate Schedule</del> |
|--------------------------------------|---------------------------------------|--------------------------------------------|----------------------------------------------|------------------------|-------------------------------------------------------------------------------------------|--------------------------|
| <del>Braxton (842867)</del>          | <del>TCO Pool (P10)</del>             | <del>50,000 Dth/day</del>                  | <del>November 1, 2025 – March 31, 2026</del> | <del>*/**</del>        | <del>Maximum applicable recourse commodity rate as may be amended from time to time</del> | <del>FTS</del>           |

~~\* For transportation service from a secondary receipt point to a secondary delivery point or from a primary receipt point to a secondary delivery point, such service shall be subject to the terms and conditions of Transporter's FERC Gas Tariff as amended from time to time, and the Monthly Demand Rate shall be \$1.825/dth from November 1, 2025 through March 31, 2026.~~

~~\*\*For transportation service from a primary or secondary receipt point to a primary delivery point, Shipper agrees to pay to Transporter a Monthly Demand Rate of \$1.521/Dth for the term of November 1, 2025 through March 31, 2026 plus the Daily Index-Based Volumetric Rate set forth in Section 1, unless Transporter and Shipper mutually agree to a Monthly Index-Based Volumetric Rate set forth in Section 2, or a Alternative Volumetric Rate set forth in Section 3.~~

#### ~~1. Daily Index-Based Volumetric Rate:~~

~~Index-Based Volumetric Rate = Net Daily Spread where:~~

~~Shipper agrees to pay Transporter 50% of the value derived from the following spread:~~

~~Net Daily Spread = Columbia Gas, App. minus Columbia Gas, App. non-IPP minus Applicable Retainage minus Applicable Commodity Charges & Surcharges minus Applicable Demand Charge.~~

~~Columbia Gas, App. = The daily Index price for Columbia Gas, App., as published in Platts Gas Final Daily Price Survey Report for the gas day of scheduled transportation.~~

~~Columbia Gas, App. non-IPP = The daily Index price for Columbia Gas, App. non-IPP as published in Platts Gas Final Daily Price Survey Report for the gas day of scheduled transportation. In the event there is no posting in the Platts Gas Final Daily Price Survey Report for Columbia Gas, App. non-IPP, the formula of Columbia Gas, App. minus \$0.05 will be used.~~

~~If the amount calculated on any given day results in a negative value, the amount due to Transporter on that day shall not be less than \$0.00. If the amount calculated on any given day results in a negative value, and the Shipper elects to ship, the amount due to Shipper on that day shall not be less than \$0.00.~~

~~The value calculated each day shall be independent from the value calculated for every other day.~~

## ~~2. Monthly Index-Based Volumetric Rate:~~

~~Transporter and Shipper may alternately mutually agree to a Monthly Index-Based Volumetric Rate for all or a portion of the quantities scheduled under this Agreement.~~

~~Index-Based Volumetric Rate = Net Monthly Spread where:~~

~~Net Monthly Spread = Columbia Gas, App. plus minus Columbia Gas, App. Non-IPP minus Applicable Retainage minus Applicable Commodity Charges & Surcharges minus Applicable Demand Charge~~

~~Columbia Gas, App. = The Inside FERC first of month price for Columbia Gas, App. as published in Platts Inside FERC First of Month Gas Market report.~~

~~Columbia Gas, App. Non-IPP = The Inside FERC first of month price of Columbia Gas, App. Non-IPP as published in Platts Inside FERC First of Month Gas Report for the gas day of scheduled transportation. In the event there is no posting in the Inside FERC First of Month Gas Market Report for Columbia Gas, App. Non-IPP, the formula of Inside FERC first of Month price for Columbia Gas, App. minus \$0.05 will be used.~~

~~If the amount calculated on any given month results in a negative value, the amount due to Transporter for that month shall not be less than \$0.00. The value calculated each month shall be independent from the value calculated for every other month.~~

## ~~3. Alternative Volumetric Rate:~~

~~Transporter and Shipper may alternately mutually agree to a positive Alternative Volumetric Rate(s) for all, or a portion of the quantities contracted under this agreement.~~

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs

RESERVED FOR FUTURE USE

Option Code A

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

~~Proposed Effective Date: November 1,~~  
~~2025 Service Agreement No. 318332~~

~~Vitol Inc. Option Code A~~

Service Agreement No. 318332

Revision No. 0

## FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of May, 2025, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and VITOL INC. ("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.

Section 2. Term. Service under this Agreement shall commence as of November 1, 2025, and shall continue in full force and effect until March 31, 2026. 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 1300, Houston, Texas 77002-2700, Attention: Commercial Operations and notices to Shipper shall be

addressed to it at Vitol Inc., 2925 Richmond Ave., 11th Floor, Houston, TX 77098, Attention: Walker Weston, 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.~~

~~VITOL INC.~~

By   
Title vice President - Trade Processing  
Date 5/14/2025

~~COLUMBIA GAS TRANSMISSION, LLC~~

By   
Title VP Marketing  
Date 05/14/2025

Revision No. 0

Appendix A to Service Agreement No. 318332  
Under Rate Schedule FTS  
between Columbia Gas Transmission, LLC ("Transporter")  
and Vitol Inc. ("Shipper").

Transportation Demand

| <u>Begin Date</u> | <u>End Date</u> | <u>Transportation Demand Dth/day</u> | <u>Recurrence Interval</u> |
|-------------------|-----------------|--------------------------------------|----------------------------|
| 11/01/2025        | 03/31/2026      | 137,800                              | 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) 1/</u> | <u>Recurrence Interval</u> |
|-------------------|-----------------|-----------------------------|------------------------------|----------------------------|-----------------------------|-----------------------------------------|------------------------------------------------------|----------------------------|
| 11/01/2025        | 03/31/2026      | 640203                      | Wagoner Line K               |                            |                             | 30,537                                  |                                                      | 1/1-12/31                  |
| 11/01/2025        | 03/31/2026      | B18                         | MILFORD-21                   |                            |                             | 107,263                                 |                                                      | 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> |
|-------------------|-----------------|-----------------------------|------------------------------|----------------------------|-----------------------------|-------------------------------------------------------|-------------------------------------------|-------------------------------------------------------|----------------------------|
| 11/01/2025        | 03/31/2026      | LOUDOUN                     | LOUDOUN LNG                  |                            |                             | 137,800                                               |                                           |                                                       | 1/1-12/31                  |

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

~~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 \_\_\_\_\_ 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.~~

~~VITOL INC.~~

By

Title

Date



Vice President - Trade Processing

5/14/2025

~~COLUMBIA GAS TRANSMISSION, LLC~~

By

Title

Date



VP-Marketing

05/14/2025



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

July 17, 2025

Vitol Inc.  
2925 Richmond Avenue, 11<sup>th</sup> Floor  
Houston, TX 77098  
Attention: Walker Weston  
Email: wkw@vitol.com

RE: FTS Service Agreement No. 318332  
Amended and Restated Negotiated Rate Letter Agreement

Dear Walker:

This Amended and Restated Negotiated Rate Letter Agreement ("NRL") between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and Vitol Inc. ("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 term for the transportation service provided shall be those rates and terms agreed upon as set forth in the ATTACHMENT A attached hereto.
2. 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 calculation mechanisms highlighted under Items 1-3 shown below.
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.~~

4. ~~This Amended and Restated Negotiated Rate Letter Agreement replaces and supersedes the Negotiated Rated Letter between the parties dated May 12, 2025.~~

~~Accepted and agreed to this~~ 17 day of July 2025.

~~Vitol Inc.~~

By: 

Title: Assistant Secretary

Date: 7/17/2025

~~Columbia Gas Transmission, LLC~~

By: 

Title: VP Marketing

Date: 07/17/2025

JR

DH

DR

# **ATTACHMENT A**

## **NEGOTIATED RESERVATION RATES**

| <b>Primary Receipt Point(s)*</b> | <b>Primary Delivery Point(s)*</b> | <b>Transportation Demand (Dth/day)</b> | <b>Term</b>                              | <b>Demand Rate</b> | <b>Commodity Rate</b>                                                          | <b>Rate Schedule</b> |
|----------------------------------|-----------------------------------|----------------------------------------|------------------------------------------|--------------------|--------------------------------------------------------------------------------|----------------------|
| Milford-21(B18)                  | LOUDOUN (Loudoun LNG)             | 107,263 Dth/day                        | November 1, 2025, through March 31, 2026 | */**               | Maximum applicable recourse commodity rate as may be amended from time to time | FTS                  |
| Wagoner (640203)                 | LOUDOUN (Loudoun LNG)             | 30,537 Dth/day                         | November 1, 2025, through March 31, 2026 | */**               | Maximum applicable recourse commodity rate as may be amended from time to time | FTS                  |

\* For transportation service from a secondary receipt point to a secondary delivery point or from a primary receipt point to a secondary delivery point, such service shall be subject to the terms and conditions of Transporter's FERC Gas Tariff as amended from time to time, and the Monthly Demand Rate shall be \$2.28125/dth from November 1, 2025 through March 31, 2026.

\*\*For transportation service from a primary or secondary receipt point to a primary delivery point, Shipper agrees to pay to Transporter a Monthly Demand Rate of \$2.28125/dth for the term of November 1, 2025 through March 31, 2026 plus the Daily Index Based Volumetric Rate set forth in Section 1, unless Transporter and Shipper mutually agree to a Monthly Index Based Volumetric Rate set forth in Section 2, or an Alternative Volumetric Rate set forth in Section 3.

### **1. Daily Index Based Volumetric Rate:**

Index Based Volumetric Rate = Net Daily Spread where:

Shipper agrees to pay Transporter 50% of the value derived from the following spread:

Net Daily Spread = ((Transco, zone 6 non-N.Y. minus (50% Tx. Eastern, M-3 plus 50% Tennessee, zone 4 300 leg) minus Applicable Retainage minus Applicable Commodity Charges minus Applicable Demand Charges)).

~~Transco, zone 6 non-N.Y. = The daily Index price for Transco, zone 6 non-N.Y., as published in Platts Final Gas Daily Price Survey Midpoint for the gas day of scheduled transportation.~~

~~Tx. Eastern, M-3 = The daily Index price for Tx. Eastern, M-3, as published in Platts Final Gas Daily Price Survey Midpoint for the gas day of scheduled transportation.~~

~~Tennessee, zone 4-300 leg = The daily Index price for Tennessee, zone 4-300 leg, as published in Platts Final Gas Daily Price Survey Midpoint for the gas day of scheduled transportation.~~

~~If the amount calculated on any given day results in a negative value, the amount due to Transporter on that day shall not be less than \$0.00. If the amount calculated on any given day results in a negative value, and the Shipper elects to ship, the amount due to Shipper on that day shall not be less than \$0.00. The value calculated each day shall be independent from the value calculated for every other day.~~

## ~~2. Monthly Index-Based Volumetric Rate:~~

~~Transporter and Shipper may alternately mutually agree to a Monthly Index-Based Volumetric Rate for all, or a portion of the quantities scheduled under this Agreement.~~

~~Index-Based Volumetric Rate = Net Monthly Spread where:~~

~~Shipper agrees to pay Transporter 50% of the value derived from the following spread:~~

~~Net Monthly Spread = ((Transco, zone 6 non-N.Y. minus (50% Texas Eastern, M-3 plus 50% Tennessee, zone 4-300 leg) minus Applicable Retainage minus Applicable Commodity Charges minus Applicable Demand Charges)).~~

~~Transco, zone 6 non-N.Y. = The Inside FERC first of month price for Transco, zone 6 non-N.Y., as published in Platts Inside FERC's Gas Market Report First of Month.~~

~~Texas Eastern, M-3 = The Inside FERC first of month price for Texas Eastern, M-3, as published in Platts Inside FERC's Gas Market Report First of Month.~~

~~Tennessee, zone 4-300 leg = The Inside FERC first of month price for Tennessee, zone 4-300 leg as published in Platts Inside FERC's Gas Market Report First of Month.~~

~~If the amount calculated in any given month results in a negative value, the amount due to Transporter for that month shall not be less than \$0.00. The value calculated each month shall be independent from the value calculated for every other month.~~

## ~~3. Alternative Volumetric Rate:~~

~~Transporter and Shipper may alternately mutually agree to a positive Alternative Volumetric Rate(s) for all, or a portion of the quantities contracted under this agreement.~~

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs

RESERVED FOR FUTURE USE

Option Code A

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

~~Proposed Effective Date: November 1,~~  
~~2025 Service Agreement No. 327068~~

~~Vitol Inc. Option Code A~~

~~Service Agreement No. 327068~~

~~Revision No. 0~~

## ~~FTS SERVICE AGREEMENT~~

~~THIS AGREEMENT is made and entered into this 28 day of August, 2025, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and VITOL INC. ("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.~~

~~Section 2. Term. Service under this Agreement shall commence as of November 1, 2025, and shall continue in full force and effect until March 31, 2026. 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 1300, Houston, Texas 77002-2700, Attention: Commercial Operations and notices to Shipper shall be~~

~~addressed to it at Vitol Inc., 2925 Richmond Ave., 11th Floor, Houston, TX 77098, Attention: Walker Weston, 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.~~

~~VITOL INC.~~  
  
By \_\_\_\_\_  
Title Assistant Secretary  
Date 8/28/2025

~~COLUMBIA GAS TRANSMISSION, LLC~~  
  
By \_\_\_\_\_  
Title VP Marketing  
Date 08/28/2025

Revision No. 0

Appendix A to Service Agreement No. 327068  
Under Rate Schedule FTS  
between Columbia Gas Transmission, LLC ("Transporter")  
and Vitol Inc. ("Shipper").

Transportation Demand

| <u>Begin Date</u> | <u>End Date</u> | <u>Transportation Demand Dth/day</u> | <u>Recurrence Interval</u> |
|-------------------|-----------------|--------------------------------------|----------------------------|
| 11/01/2025        | 03/31/2026      | 75,162                               | 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) 1/</u> | <u>Recurrence Interval</u> |
|-------------------|-----------------|-----------------------------|------------------------------|----------------------------|-----------------------------|-----------------------------------------|------------------------------------------------------|----------------------------|
| 11/01/2025        | 03/31/2026      | 842867                      | Braxton                      | 842867                     | Braxton                     | 75,162                                  |                                                      | 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> |
|-------------------|-----------------|-----------------------------|------------------------------|----------------------------|-----------------------------|-------------------------------------------------------|-------------------------------------------|-------------------------------------------------------|----------------------------|
| 11/01/2025        | 03/31/2026      | 801                         | TCO-LEACH                    | 801                        | TCO-LEACH                   | 75,162                                                |                                           |                                                       | 1/1-12/31                  |

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

~~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 \_\_\_\_\_ 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.~~

VITOL INC.

By

Title

Date



Assistant Secretary

8/28/2025

COLUMBIA GAS TRANSMISSION, LLC

By

Title

Date



VP Marketing

08/28/2025





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

August 27, 2025

Vitol Inc.  
2925 Richmond Avenue, 11<sup>th</sup> Floor  
Houston, TX 77098  
Attention: Walker Weston  
Email: wkw@vitol.com

RE: FTS MXP Service Agreement No. 327068  
Negotiated Rate Letter Agreement

Dear Walker:

This Negotiated Rate Letter Agreement ("NRL") between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and Vitol Inc., ("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 term for the transportation service provided shall be those rates and terms agreed upon as set forth in the ATTACHMENT A attached hereto.
2. 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 calculation mechanisms highlighted under Items 1-3 shown below.
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.~~

~~Accepted and agreed to this 28 day of August 2025.~~

~~Vitol Inc.~~

~~By: ~~

~~Title: Assistant Secretary~~

~~Date: 8/28/2025~~

~~Columbia Gas Transmission, LLC~~

~~By: ~~

~~Title: VP Marketing~~

~~Date: 08/28/2025~~

~~JR~~

~~DR~~

~~DH~~

# ~~ATTACHMENT A~~

## ~~NEGOTIATED RESERVATION RATES~~

| <del>Primary Receipt Point(s)*</del> | <del>Primary Delivery Point(s)*</del> | <del>Transportation Demand (Dth/day)</del> | <del>Term</del>                              | <del>Demand Rate</del> | <del>Commodity Rate</del>                                                                 | <del>Rate Schedule</del> |
|--------------------------------------|---------------------------------------|--------------------------------------------|----------------------------------------------|------------------------|-------------------------------------------------------------------------------------------|--------------------------|
| <del>Braxton (842867)</del>          | <del>TCO-LEACH (801)</del>            | <del>75,162 dth/day</del>                  | <del>November 1, 2025 – March 31, 2026</del> | <del>*/**</del>        | <del>Maximum applicable recourse commodity rate as may be amended from time to time</del> | <del>FTS-MXP</del>       |

~~\* For transportation service from a secondary receipt point to a secondary delivery point or from a primary receipt point to a secondary delivery point, such service shall be subject to the terms and conditions of Transporter's FERC Gas Tariff as amended from time to time, and the Monthly Demand Rate shall be \$1.825/dth from November 1, 2025 through March 31, 2026.~~

~~\*\*For transportation service from a primary or secondary receipt point to a primary delivery point, Shipper agrees to pay to Transporter a Monthly Demand Rate of \$1.521/Dth for the term of November 1, 2025 through March 31, 2026 plus the Daily Index-Based Volumetric Rate set forth in Section 1, unless Transporter and Shipper mutually agree to a Monthly Index-Based Volumetric Rate set forth in Section 2, or an Alternative Volumetric Rate set forth in Section 3.~~

### ~~1. Daily Index-Based Volumetric Rate:~~

~~Index-Based Volumetric Rate = Net Daily Spread where:~~

~~Shipper agrees to pay Transporter 50% of the value derived from the following spread:~~

~~Net Daily Spread = TCO-LEACH (where TCO-LEACH = Columbia Gas, App. plus Applicable Retainage plus commodity) minus Columbia Gas, App. non-IPP minus Applicable Retainage minus Applicable Commodity Charges & Surcharges minus Applicable Demand Charge.~~

~~Columbia Gas, App. = The daily Index price for Columbia Gas, App., as published in Platts Gas Final Daily Price Survey Report for the gas day of scheduled transportation.~~

~~Columbia Gas, App. non-IPP = The daily Index price for Columbia Gas, App. non-IPP as published in Platts Gas Final Daily Price Survey Report for the gas day of scheduled transportation. In the event there is no posting in the Platts Gas Final Daily Price Survey Report for Columbia Gas, App. non-IPP, the formula of Columbia Gas, App. minus \$0.05 will be used.~~

~~If the amount calculated on any given day results in a negative value, the amount due to Transporter on that day shall not be less than \$0.00. If the amount calculated on any given day results in a negative value, and the Shipper elects to ship, the amount due to Shipper on that day shall not be less than \$0.00.~~

~~The value calculated each day shall be independent from the value calculated for every other day.~~

## ~~2. Monthly Index-Based Volumetric Rate:~~

~~Transporter and Shipper may alternately mutually agree to a Monthly Index-Based Volumetric Rate for all or a portion of the quantities scheduled under this Agreement. Index-Based Volumetric Rate = Net Monthly Spread where:~~

~~Net Monthly Spread = TCO-LEACH (where TCO-LEACH = Columbia Gas, App. plus Applicable Retainage plus commodity) minus Columbia Gas, App. Non-IPP minus Applicable Retainage minus Applicable Commodity Charges & Surcharges minus Applicable Demand Charge.~~

~~Columbia Gas, App. = The Inside FERC first-of-month price for Columbia Gas, App., as published in Platts Inside FERC First of Month Gas Market report.~~

~~Columbia Gas, App. Non-IPP = The Inside FERC first of month price of Columbia Gas, App. Non-IPP as published in Platts Inside FERC First of Month Gas Report for the gas day of scheduled transportation. In the event there is no posting in the Inside FERC First of Month Gas Market Report for Columbia Gas, App. Non-IPP, the formula of Inside FERC first of Month price for Columbia Gas, App. minus \$0.05 will be used.~~

~~If the amount calculated on any given month results in a negative value, the amount due to Transporter for that month shall not be less than \$0.00. The value calculated each month shall be independent from the value calculated for every other month.~~

## ~~3. Alternative Volumetric Rate:~~

~~Transporter and Shipper may alternately mutually agree to a positive Alternative Volumetric Rate(s) for all, or a portion of the quantities contracted under this agreement.~~