Columbia Gas Transmission, LLC FERC NGA Gas Tariff Baseline Tariffs Proposed Effective Date: March 1, 2025 FTS Service Agreement No. 216576 – Expand Energy Marketing LLC Option Code A

Service Agreement No. 216576 Revision No. 2

## FTS SERVICE AGREEMENT

THIS AGREEMENT, effective March 1, 2025, is made and entered into this <u>20th</u> day of <u>February</u>, 2025, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and EXPAND ENERGY MARKETING LLC ("Shipper").

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

Section 1. <u>Service to be Rendered</u>. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. <u>Term</u>. Service under this Agreement shall commence as of January 1, 2021, and shall continue in full force and effect until December 31, 2032 ("Initial Term"). Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

At the end of the Initial Term, Shipper shall have the right to extend its Service Agreement for one (1) or two (2) successive 5-year terms (each an "Extended Term"), exercisable no later than twelve (12) months prior to the expiration of the Initial Term and the first Extended Term, if applicable. Any Extended Term must be for a minimum quantity of 50,000 Dth/day and at the same rates and commercial terms contained herein. Provided, however, if Shipper elects to extend the Initial Term at a quantity less than its Initial Term quantity, then such reduced quantity for the first Extended Term shall become the maximum quantity for any second Extended Term. In addition to the rates applicable to Shipper's Extended Term, Shipper shall pay all surcharges (excluding the Capital Cost Recovery Mechanism charges) applicable to Rate Schedule FTS that are set forth in the Tariff, without exception, as those surcharges may be amended, added or modified from time to time.

Section 3. <u>Rates</u>. Shipper shall pay Transporter the negotiated rates and furnish retainage as set forth in the Negotiated Rate Letter Agreement attached hereto as Appendix B.

Section 4. <u>Notices</u>. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana, Suite 1300, Houston, TX 77002-2700, Attention: Customer Services and notices to Shipper shall be addressed to it at Expand Energy Marketing LLC, 10000 Energy Drive, Spring, TX 77389-4954, Attention: Lucy Erwin, until changed by either party by written notice.

Section 5. <u>Superseded Agreements</u>. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): FTS Service Agreement 216576 Revision 1.

Section 6. <u>Credit Annex.</u> 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.

EXPAND ENERGY MARKETING LLC

By Jason kurtz

Title Vice President - Marketing

Date<sup>February</sup> 18, 2025 | 12:39 CST

COLUMBIA GAS TRANSMISSION, LLC

By\_\_\_\_\_

Title VP Marketing

Date Feb 20, 2025

LE BD

## Revision No. 2

## Appendix A to Service Agreement No. 216576 Under Rate Schedule FTS between Columbia Gas Transmission, LLC ("Transporter") and Expand Energy Marketing LLC ("Shipper")

## **Transportation Demand**

	Transportation					
Begin	End	Demand	Recurrence			
Date	Date	Dth/day	Interval			
01/01/2021	12/31/2032	100,000	1/1-12/31			

## Primary Receipt Points

						Maximum	Minimum Receipt	
Begin	End	Scheduling	Scheduling	Measuring	Measuring	Daily Quantity	Pressure Obligation	Recurrence
Date	Date	Point No.	Point Name	Point No.	Point Name	(Dth/day)	(psig)	Interval
			MarkWest		MarkWest			
01/01/2021	12/31/2032	643106	Majorsville	643106	Majorsville	50,000	1075	1/1-12/31
01/01/2021	12/31/2032	643129	Ft. Beeler	643129	Ft. Beeler	50,000		1/1-12/31

### Primary Delivery Points

		Schedul				Maximum Daily	Design		
		ing				Delivery	Daily	Minimum	
Begin		Point	Scheduling	Measuring	Measuring	Obligation	Quantity	<b>Delivery Pressure</b>	Recurrence
Date	End Date	No.	Point Name	Point No.	Point Name	(Dth/day) 1/	(Dth/day)	<b>Obligation</b> (psig)	Interval
01/01/2021	12/31/2032	801	TCO Leach	801	TCO Leach	100,000	1/	1/	1/1-12/31

#### <u>1</u>/ Application of MDDOs, DDQs and ADQs, minimum pressure and/or hourly flowrate shall be as follows: N/A

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.

EXPAND ENERGY MARKETING LLC
By Jason Lewtz
Title <u>Vice President - Marketing</u>
Eebruary 18, 2025   12:39 CST



## COLUMBIA GAS TRANSMISSION, LLC

By_	Creck
Title	VP Marketing
Date	Feb 20, 2025

February 4, 2025

Expand Energy Marketing LLC 10000 Energy Drive Spring, TX 77389-4954 Attention: Jason Kurtz

> RE: FTS Service Agreement No. 216576 Negotiated Rate Letter Agreement Revision 2

Dear Jason:

This Negotiated Rate Letter Agreement Revision 2, effective March 1, 2025, between Columbia Gas Transmission, LLC ("Transporter") and Expand Energy Marketing LLC ("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:

- 1. 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.
- 2. This Negotiated Rate Letter Agreement Revision 2 replaces and supersedes the Negotiated Rate Letter Agreement Revision 1 executed between the parties and dated September 20, 2019.

# [SIGNATURES ON NEXT PAGE]

Appendix B to Service Agreement No. 216576 Revision 2

Accepted and agreed to this 20th day of February 2025

Expand Energy Marketing LLC

Columbia Gas Transmission, LLC

Signed by: By: Jason kurtz 223AA257A1AE404..

Title: Vice President - Marketing

Date: February 19, 2025 | 10:29 CST

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By:

Title: VP Marketing

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Feb 20, 2025 Date:

By: Topperfor

Title:\_\_\_\_\_Director Marketing

Feb 20, 2025 Date:

> JR DH

### Appendix B to Service Agreement No. 216576 Revision 2

# ATTACHMENT B-1

Primary Receipt Point(s)*	Primary Delivery Point(s)*	Transportation Demand (Dth/day)	Term	Daily Demand Rate**	Daily Commodity Rate**	Rate Schedule
MarkWest Majorsville (meter	Leach (meter no. 801)	50,000 Dth/day	01/01/2021 through	\$0.615	maximum applicable	FTS
no. 643106)			12/31/2032			
Ft. Beeler (meter no. 643129)	Leach (meter no. 801)	50,000 Dth/day	01/01/2021 through 12/31/2032	\$0.615	maximum applicable	FTS

- \* Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of TCO's FERC Gas Tariff, at no incremental charge. The Majorsville Primary Receipt Point shall be a TCO-MarkWest mutually agreed upon point of interconnection between the Project and the MW Facility, provided however, that TCO shall use commercially reasonable efforts to construct the Project's pipeline, including an interconnection riser, to the MW Facility property line for interconnection purposes. As part of the Project's facilities, TCO shall construct the necessary compression at Lone Oak to require Shipper's deliveries at its Majorsville Primary Receipt Point into the Project to overcome a prevailing line pressure of no more than 1075 psig. Notwithstanding any other provision herein, Shipper shall be solely responsible (financially and otherwise) for any arrangements and/or agreements, including all interconnection and metering facilities (except for an interconnection riser, that TCO shall provide), upstream of the Majorsville Primary Receipt Point.
- \*\* In addition, Shipper shall pay all applicable demand and commodity surcharges specified under Rate Schedule FTS, as such may change from time to time, with the exception of the Capital Cost Recovery Mechanism (CCRM) surcharge.

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.