Columbia Gas Transmission, LLC FERC NGA Gas Tariff Baseline Tariffs Proposed Effective Date: April 1, 2021 Service Agreement No. 249339 – Chevron U.S.A. Inc. Option Code A

Service Agreement No. 249339 Revision No. 0

## FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this <u>29th</u> day of March, 2021, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and CHEVRON U.S.A. INC. ("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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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 obligations of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. <u>Term</u>. Service under this Agreement shall commence as of April 1, 2021 and shall continue in full force and effect until November 15, 2033 ("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 Transporter's 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 St., Suite 1300, Houston, Texas 77056, Attention: Customer Services and notices to Shipper shall be addressed to it at Chevron U.S.A. Inc., 1500 Louisiana, Houston, TX 77002, Attention: Customer Services 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): N/A.

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.

CHEVRON U.S.A. INC.	COLIMPIA GAS TRANSMISSION, LLC
By Scott Mckay	ByAUDE21C23E5E442A
TitleAttorney in Fact	Title VP, Marketing & Optimization
Date03/26/2021	March 29, 2021 Date
MSB AW MM	JK
	DocuSigned by: <i>Kay Dennison</i> A0EF51A630C1488 Director, Trans. Acct.& Contracts

March 29, 2021

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Revision No.0

### AppendixA to Service Agreement No. 249339 Under Rate Schedule FTS between Columbia Gas Transmission, LLC ("Transporter") and Chevron U.S.A. Inc.. ("Shipper")

#### Transportation Demand

		Transportation	
Begin	End	Demand	Recurrence
Date	Date	Dth/day	Interval
	November 15,	-	
April 1, 2021	2033	95,000	1/1-12/31

### Primary Receipt Points

						Maximum	Minimum Receipt Pressure	
Begin	End	Scheduling	Scheduling	Measuring	Measuring	Daily Quantity	Obligation (psig)	Recurrence
Date	Date	Point No.	Point Name	Point No.	Point Name	(Dth/day)	<u>1/</u>	Interval
April 1, 2021	November 15, 2033	842526	Alton	842526	Alton	95,000		1/1-12/31

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#### Primary Delivery Points

							Design		
						Maximum Daily	Daily	Minimum	
						Delivery	Quantity	Delivery Pressure	
Begin	End	Scheduling	Scheduling	Measuring	Measuring	Obligation	(Dth/day)	Obligation (psig)	Recurrence
Date	Date	Point No.	Point Name	Point No.	Point Name	( <u>Dth/day)2/</u>	1/	1/	Interval
April 1,	November		Transco		Transco				
2021	15, 2033	843105	Chantilly	843105	Chantilly	95,000			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.

 $\underline{--} Yes \underline{-} X_{\underline{-}} No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.$ 

\_\_\_\_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.

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CHEVRON LISA INC.

By Scott Mckay

Title \_\_\_\_\_Attorney in Fact

03/26/2021 Date

MSE AU MM

	COL DocuSigned by: VSMISSION, LLC James Edevit 10521C23E5E412A
	Title VP, Marketing & Optimization
	March 29, 2021 Date
DB DB	DocuSigned by: Kay Dennison ADEF51A630C148B
he	Director, Trans. Acct.& Contracts
	March 29, 2021

Appendix B to Service Agreement No. 249339

March <u>29</u>, 2021

Chevron U.S.A. Inc. 1500 Louisiana Houston, TX 77002 Attention: Michael Brown

> RE: FTS Service Agreement No. 249339 Negotiated Rate Letter Agreement

Dear Mr. Brown:

This Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and Chevron U.S.A. Inc. ("Shipper"), shall set forth the applicable rates, calculations thereof, and other rate provisions associated with the transportation service provided by TCO to Shipper pursuant to the above-referenced Service Agreement. TCO 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. 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 Monthly calculation.
- 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.

Date:

Appendix B to Service Agreement No. 249339

Accepted and agreed to this \_\_\_\_\_day of March, 2021

Chevron U.S.A. Inc. By: Scott Mckay \_\_\_\_\_ Title: \_\_\_\_\_Attorney in Fact \_\_\_\_\_ MSI AW Data: \_\_\_\_\_\_MM

Columbia Gas Transmission, LLC Docusigned by: By: \_\_\_\_\_James Edect \_\_\_\_\_ 40521C23E5E442A... Title: \_\_\_\_\_\_ Warch 29 2021

March 29, 2021		
Date:	DS	DS
Dute:	DB	AR
	VV	J.

DocuSigned by: Kay Dennison

A0EF51A630C148B...

Director, Trans. Acct.& Contracts

March 29, 2021

# Appendix B to Service Agreement No. 249339

# **ATTACHMENT B-1**

## **NEGOTIATED RESERVATION RATES**

Primary Receipt Point(s)*	Primary Delivery Point(s)*	Transportation Demand (Dth/day)	Term	Daily Demand Rate**	Daily Commodity Rate**	Rate Schedule
Alton (meter no. 842526)	Transco Chantilly (meter no. 843105)	95,000 Dth/day	4/1/2021 through 11/15/2033	\$0.78717	Maximum applicable rate for rate schedule FTS	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.
- \*\* In addition, Shipper shall pay all applicable demand and commodity surcharges specified under the applicable 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.