

May 29, 2025

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

Re: Columbia Gas Transmission, LLC

Negotiated Rate Amendment Docket No. RP25- -000

Dear Ms. Reese:

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

Pursuant to Section 4 of the Natural Gas Act ("NGA") and Part 154 of the Federal Energy Regulatory Commission's ("FERC" or "Commission") regulations, ¹ Columbia Gas Transmission, LLC ("Columbia") submits for filing and acceptance revised tariff section Part 1 – Table of Contents to be part of its FERC Gas Tariff, Original Volume No. 1.1 ("Tariff No. 1.1") and one (1) amended Rate Schedule FTS ("FTS") negotiated rate service agreement ("Amendment") entered into with CNX Gas Company LLC ("CNX"), included herein as Appendix A.² Columbia respectfully requests that the Commission accept the proposed tariff section and tariff record to become effective June 1, 2025, as further described below.

Correspondence

The names, titles, mailing addresses, and telephone numbers of those persons to whom correspondence and communications concerning this filing should be addressed are as follows:

¹ 18 C.F.R. Part 154 (2025).

² Electronic Tariff Filings, 124 FERC ¶ 61,270 (2008) ("Order No. 714"). Order No. 714 at P 42. Order No. 714 states that "Negotiated rate agreements... need not be divided, but can be filed as entire documents." Columbia has elected to file the Amendment included herein as a whole document, in PDF format.

Sorana Linder
Vice President, Rates & Regulatory
Daniel Humble *
Manager, Tariffs
Columbia Gas Transmission, LLC
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700
Tel. (832) 320-5583

E-mail: daniel humble@tcenergy.com

Cindy VanCleave Director, Regulatory & Operations Law John Ryan * Sr. Legal Counsel Columbia Gas Transmission, LLC 700 Louisiana Street, Suite 1300 Houston, Texas 77002-2700 Tel. (832) 320-5879

E-mail: john ryan@tcenergy.com

Statement of Nature, Reasons and Basis for Filing

On October 31, 1996, in Docket No. RP96-390-000,³ the Commission approved Section VII.46 of the General Terms and Conditions of Columbia's FERC Gas Tariff Fourth Revised Volume No. 1 ("Tariff"), which authorized Columbia to enter into negotiated rate agreements with its customers.

Columbia is filing CNX Contract No. 198824 ("Contact No. 198824") as an amended FTS negotiated rate service agreement because Columbia has agreed to allow CNX to shift primary receipt point capacity from Alexander Agg Point 04 (A04) to MVP Columbia WB Receipt (843058) under Contract No. 198824, and has updated Appendix A of the service agreement and Attachment A-1 of the Negotiated Rate Letter Agreement to reflect the change. Contract No. 199824 is included in Appendix A of the instant filing as tariff record 3.26.⁴

Columbia advises that no undisclosed agreements, etc. are linked to the Amendment, and the Amendment included herein does not add any new provision that is either non-conforming or a material deviation from the applicable Form of Service Agreement in Columbia's Tariff.⁵ To conform with Order No. 714, Columbia is submitting the Amendment individually and in its

^{*} Persons designated for official service pursuant to Rule 2010.

³ Columbia Gas Transmission Corporation, 77 FERC \P 61,093 (1996), order on compliance filing, 78 FERC \P 61,263, reh'g, 81 FERC \P 61,206 (1997).

⁴ Columbia FTS Contract No. 198824 was originally filed with the Commission as a negotiated rate service agreement in Docket No. RP18-1066-000. See *Columbia Gas Transmission*, *LLC*, Docket No. RP18-1066-000 (September 11, 2018) (unpublished Director's Letter Order).

⁵ Additionally, Columbia is revising outdated language in Section 6 – Credit Annex of the service agreement so that it is conforming with Section VIII.1 – Form of Service Agreement for Service Under: Rate Schedules FTS, NTS, NTS-S, SST, OPT, ITS, GTS, and TPS.

entirety as tariff record 3.26.⁶ Additionally, a revised Table of Contents is submitted herein as part of Appendix A to reflect the Amendment.

Request for Waiver and Effective Date

Columbia respectfully requests that the Commission grant all waivers of its regulations, including Section 154.207, necessary to accept the Amendment and Table of Contents, included herein as Appendix A, to become effective June 1, 2025.⁷

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 section and tariff record (Appendix A);
- 3. A marked version of the tariff section (Appendix B); and
- 4. A marked version of the Amendment (Appendix C).

Certificate of Service

As required by Sections 154.7(b) and 154.208 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.

⁶ Consistent with Commission policy, the Amendment provides the essential elements for negotiated rate transactions, including: (1) the exact legal name of the shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) the receipt and delivery points; and (5) the contract quantities.

⁷ See Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines, 74 FERC ¶ 61,076 at 61, 241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day requirement").

Pursuant to Section 385.2005 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

Daniel Humble Manager, Tariffs

Enclosures

Appendix A

Clean Tariff

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

Tariff Section						
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Ta	riff Recor	·ds	<u>Version</u>			
	3.26	FTS Service Agreement No. 198824-4 - CNX Gas Company LLC	v.3.0.0			

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

Columbia Gas Transmission, LLC FERC NGA Gas Tariff Baseline Tariffs Proposed Effective Date: June 1, 2025 Service Agreement No. 198824 – CNX Gas Company LLC Option Code A

Service Agreement No. 198824 Revision No. 4

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this day of May , 2025, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and CNX GAS COMPANY 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. <u>Term.</u> Service under this Agreement commenced on October 9, 2018 and shall continue in full force and effect through October 8, 2028 ("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.

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. <u>Notices</u>. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana, Houston, TX 77002, Attention: Transportation Contracts, and notices to Shipper shall be addressed to it at 1000 CONSOL Energy Drive, Canonsburg, PA 15317, Attention: Vice President Gas Marketing, 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 198824 Revision No. 3.

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.

CNX GAS COMPANY LLC	COLUMBIA GAS TRANSMISSION, LLC
By Matty Vand	By
Title VP Marketing	Title VP Marketing
Date 05 / 28 / 2025	Date 05/28/2025
	Madeline Bingamon
	_{Title} Manager
	Date
	IR DH AC

Appendix A to Service Agreement No. 198824 Under Rate Schedule FTS between Columbia Gas Transmission, LLC ("Transporter") and CNX Gas Company LLC ("Shipper")

Transportation Demand

		Transportation	on		
Begin	End	Demand	Recurrence		
Date	Date	Dth/day	Interval		
10/09/2018	10/08/2028	100.000	1/1-12/31		

Primary Receipt Points

Begin <u>Date</u> 10/09/2018	End <u>Date</u> 06/30/2020	Scheduling Point No. 842526	Scheduling Point Name Alton DTI-	Measuring Point No. 842526	Measuring Point Name Alton DTI-	Maximum Daily Quantity (<u>Oth/day)</u> 80,000	Minimum Receipt Pressure Obligation (psig) 1/	Recurrence Interval 1/1-12/31
10/00/0010	0.610.0000	831934	Cassidy Mtn-32	831934	Cassidy Mtn-32	20,000		1/1-12/31
10/09/2018	06/30/2020					,		
07/01/2020	10/31/2020	842867	Braxton	842867	Braxton	100,000		1/1-12/31
07/01/2020	10/31/2020	842526	Alton	842526	Alton	0		1/1-12/31
			DTI-		DTI-			
			Cassidy		Cassidy			
07/01/2020	10/31/2020	831934	Mtn-32	831934	Mtn-32	0		1/1-12/31
11/01/2020	05/31/2025	842526	Alton	842526	Alton	80,000		1/1-12/31
11.02/2020	03.3 1/4023	J	Alexander		Alexander	55,500		
			Agg Point					
					Agg Point			
11/01/2020	05/31/2025	A04	04	A04	04	20,000		1/1-12/31

MVP Columbia 06/01/2025 10/08/2028 MVPWB WB MVP Columbia WB Receipt

843058

100,000

1/1-12/31

Primary Delivery Points

Begin	End	Scheduling	Scheduling	Measuring	Measuring	Maximum Daily Delivery Obligation	Design Daily Quantity	Minimum Delivery Pressure Obligation	Recurrence
Date	Date	Point No.	Point Name	Point No.	Point Name	(Dth/day) 1/	(Dth/day) 1/	(psig) 1/	Interval
10/09/2018	10/08/2028	P1078887	TCO Pool	P1078887	TCO Pool	100,000			1/1-12/31
<u>1</u> / Appl	ication of M	IDDOs, DDQs	and ADQs, mir	imum pressur	e 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 interset forth in Transporter's currently effective Rate Schedule Service Agreement No. reference.			
Yes X No (Check applicable blank) This Service Agreement covers interim capacity Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as			
Yes X No (Check applicable blank) This Service Agreement covers offsystem capacity Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provide			d Conditions.
CNX GAS COMPANY LLC	COLU	JMBIA GAS TRANSMIS	SSION, LLC
By / (ASOC)	Ву	VD Mouleotine	
Title VP Marketing	Title	VP Marketing	
Date 05 / 28 / 2025	Date	05/28/2025	
	Ву	Madeline Bingamon	
	Title	Manager	
	Date	05/28/2025	
	JR.	DH	AC



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

May 27, 2025

CNX Gas Company LLC 1000 CONSOL Energy Drive Canonsburg, PA 15317 Attention: Don Buhle

RE: FTS Agreement No. 198824

Fourth Amended and Restated Negotiated Rate Letter Agreement

Dear Don:

This Fourth Amended and Restated Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and CNX Gas Company 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 FTS 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 A-1 attached hereto and made a part hereof.
- 2. As a result of the operation of the Daily Demand Rate adjustment mechanism set forth in Paragraph 2 of the Negotiated Rate Letter Agreement executed by and between the Parties and dated December 28, 2017, which adjustment mechanism is attached hereto and made a part hereof as Attachment A-2, the Daily Demand Rate has been increased by \$0.05 ("Daily Demand Rate Increase"). For the avoidance of doubt, the Daily Demand Rate Increase is included in the Daily Demand Rate set forth in Attachment A-1.
- 3. All capitalized terms used but not defined herein shall have the meanings given them in FTS Service Agreement No. 198824.

05 / 28 / 2025 Accepted and agreed to this day ofMay,	2025
CNX Gas Company LLC	
By: Mother Vend	
Title: VP Marketing	
Date: 05 / 28 / 2025	
Columbia Gas Transmission, LLC By:	
Title: VP Marketing	
Date: 05/28/2025	
Madeline Bingamon By:	
Title: Manager	
Date: 05/28/2025	
JR DH AC	

4.

29, 2020.

This Fourth Amended and Restated Negotiated Rate Letter Agreement replaces and supersedes the Amended and Restated Negotiated Rate Letter Agreement between the Parties dated October

Attachment A-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
WB Line Point: CNX Alton (meter no. 842526)	TCO Pool (meter no. P1078887)	80,000 Dth/day	10/09/2018- 06/30/2020	\$0.30	\$0.00	FTS
WB Line point: DTI Cassidy Mountain (meter no. 831934***)	TCO Pool (meter no. P1078887)	ter no.		\$0.30	\$0.00	FTS
Braxton (meter no. 842867)	TCO Pool (meter no. P1078887)	100,000 Dth/day	07/01/2020- 10/31/2020	\$0.30	\$0.00	FTS
WB Line Point: CNX Alton (meter no. 842526)	TCO Pool (meter no. P1078887)	0 Dth/day	07/01/2020- 10/31/2020	\$0.30	\$0.00	FTS
WB Line point: DTI Cassidy Mountain (meter no. 831934***)	TCO Pool (meter no. P1078887)	0 Dth/day	07/01/2020- 10/31/2020	\$0.30	\$0.00	FTS
WB Line Point: CNX Alton (meter no. 842526)	TCO Pool (meter no. P1078887)	80,000 Dth/day	11/01/2020- 05/31/2025	\$0.30	\$0.00	FTS
Alexander Agg Point 04	TCO Pool (meter no. P1078887)	20,000 Dth/day	11/01/2020- 05/31/2025	\$0.30	\$0.00	FTS
MVP Columbia WB Receipt (meter no. 843058)	TCO Pool (meter no. P1078887)	100,000 Dth/day	06/01/2025- 10/08/2028	\$0.30	\$0.00	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 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, which Shipper shall not pay. Deliveries to TCO Pool will not incur any commodity charges or commodity surcharges; however, deliveries to other delivery points will incur maximum applicable commodity charges and commodity surcharges.

*** TCO shall not be responsible for any costs associated with any expansion or upgrade of this meter necessary to accept any portion of Shipper's receipts.

Retainage: For nominations to delivery points other than TCO Pool, Shipper shall pay the fuel retention applicable to Rate Schedule FTS, as such may change from time to time. Shipper shall not pay any fuel retention for deliveries to TCO Pool.

Attachment A-2

2. Shipper's Daily Demand Rates as set forth in the Negotiated Reservation Rates Table in Attachment 1 hereto shall be adjusted as follows:

To the extent Actual Project Costs (defined below) exceed Estimated Project Costs (defined below), Shipper's Daily Demand Rate shall be multiplied by the Capital Cost Overrun Factor ("CCO Factor"). The CCO Factor shall be equal to $1 + [(CCO/EPC) \times 50\%]$. In no event shall the CCO Factor exceed 1.2000, in the case of the WB Line Daily Demand Rates.

To the extent Actual Project Costs, as defined below, are less than Estimated Project Costs as defined below, Shipper's Daily Demand Rate shall be multiplied by the Capital Cost Underrun Factor ("CCU Factor"). The CCU Factor shall be equal to 1 - [(CCU/EPC) X 50%). In no event shall the CCU Factor be less than 0.8000, in the case of the WB Line Daily Demand Rates.

Any such adjustment to Shipper's Daily Demand Rate shall be effective prospectively beginning as soon as administratively feasible, but no later than eighteen (18) months of the later Actual In-Service Date and shall remain in effect for the balance of the Initial Term.

"Actual Project Costs" or APC shall mean, subject to any limits on costs as set forth below, all actual and verifiable costs and expenses incurred by TCO, including trailing costs up to twelve months subsequent to the latest Actual In-Service Date, to complete the Project consistent with the project components, activities and cost items contemplated in TCO's certificate application with FERC and this Precedent Agreement, including but not limited to (a) all actual and verifiable costs and expenses incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, including compression costs, (b) all actual and verifiable costs and expenses incurred for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all actual and verifiable direct and allocated internal overhead and administrative costs, and (d) an allowance for funds used during construction ("AFUDC") computed in accordance with regulations of the FERC. Notwithstanding the foregoing, TCO shall exclude from the APC all incremental costs related to the Majorsville Area Booster Compression. TCO shall maintain books and records reasonably necessary for Shipper to verify the APC. The Parties acknowledge that TCO's formal books and records that conform with FERC accounting policies and guidelines may not match the APC used to determine Shipper's adjusted Daily Demand Rate.

"Capital Cost Overrun" or "CCO" shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs exceed Estimated Project Costs.

"Capital Cost Underrun" or "CCU" shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs are less than Estimated Project Costs.

"Estimated Project Costs" or "EPC" shall mean all costs and expenses that are projected to be incurred by TCO to complete the Project in the manner contemplated by this Agreement, including but not limited to (a) all costs and expenses projected to be incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, including all compression costs, (b) all costs and expenses projected to be incurred for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs, (d) AFUDC computed in accordance with the regulations of the FERC, and (e) a contingency amount equal to at least 10% of the total of (a) and (b).

Notwithstanding the foregoing, TCO shall exclude from the EPC all incremental costs related to the Majorsville Area Booster Compression. For purposes of determining the adjustment to Shipper's Daily Demand Rate pursuant to this provision, the Parties agree that the Estimated Project Costs shall be equal to \$2,026,000,000, which was presented to NiSource Inc.'s board of directors ("Board") on June 24th, 2015. TCO will provide this amount, in sufficient detail by the categories described herein, to Shipper within ten (10) days of such presentation.

Appendix B

Marked Tariff

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

Tariff Section

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v.122.0.0

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

Issued On: May 29, 2025 Effective On: June 1, 2025

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

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

Issued On: May 29, 2025 Effective On: June 1, 2025

Appendix C

Marked Tariff Record

1) CNX Gas Company LLC Rate Schedule FTS Service Agreement (#198824-4)

Columbia Gas Transmission, LLC FERC NGA Gas Tariff Baseline Tariffs

Proposed Effective Date: November 1, 2020June 1, 2025 Service Agreement No. 198824 – CNX Gas Company LLC Option Code A

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2025___, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and CNX GAS COMPANY 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. <u>Term.</u> Service under this Agreement commenced on October 9, 2018 and shall continue in full force and effect through October 8, 2028 ("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.

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. <u>Notices</u>. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana, Houston, TX 77002, Attention: Transportation Contracts, and notices to Shipper shall be addressed to it at 1000 CONSOL Energy Drive, Canonsburg, PA 15317, Attention: Vice President Gas Marketing, 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 198824 Revision No. <u>3</u>2.

Section 6. <u>Credit Annex.</u> The <u>Credit Support Agreement is appended hereto as Attachment B.</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.

CNX GAS COMPANY LLC	COLUMBIA GAS TRANSMISSION, LLC
By	By
Title	Title
Date	Date
	By
	Title
	Date

Appendix A to Service Agreement No. 198824 Under Rate Schedule FTS between Columbia Gas Transmission, LLC ("Transporter") and CNX Gas Company LLC ("Shipper")

Transportation Demand

		Transportation	
Begin	End	Demand	Recurrence
<u>Date</u>	<u>Date</u>	Dth/day	<u>Interval</u>
10/09/2018	10/08/2028	100,000	1/1-12/31

Primary Receipt Points

						Maximum	Minimum Receipt	
Begin	End	Scheduling	Scheduling	Measuring	Measuring	Daily Quantity	Pressure Obligation	Recurrence
<u>Date</u>	<u>Date</u>	Point No.	Point Name	Point No.	Point Name	(Dth/day)	<u>(psig) 1/</u>	<u>Interval</u>
10/09/2018	06/30/2020	842526	Alton	842526	Alton	80,000		1/1-12/31
			DTI-		DTI-			
			Cassidy		Cassidy			
10/09/2018	06/30/2020	831934	Mtn-32	831934	Mtn-32	20,000		1/1-12/31
07/01/2020	10/31/2020	842867	Braxton	842867	Braxton	100,000		1/1-12/31
07/01/2020	10/31/2020	842526	Alton	842526	Alton	0		1/1-12/31
			DTI-		DTI-			
			Cassidy		Cassidy			
07/01/2020	10/31/2020	831934	Mtn-32	831934	Mtn-32	0		1/1-12/31
11/01/2020	05/31/2025	942526	A 14	942526	A 14	90.000		1/1 12/21
11/01/2020	10/08/2028	842526	Alton	842526	Alton	80,000		1/1-12/31
			Alexander		Alexander			
11/01/2020	05/31/2025	4.04	Agg Point	4.04	Agg Point	20.000		1/1 12/21
11/01/2020	10/08/2028	A04	04	A04	04	20,000		1/1-12/31

<u>06/01/2</u>	<u>10/08/2</u>	2028 <u>MVPW</u>	MVP Columbia B WB	<u>a</u> 843058	MVP Columbia WB Receipt	100,000		1/1-12/31	
				<u>P</u>	rimary Deliver	y Points			
Begin <u>Date</u> 10/09/2018	End <u>Date</u> 10/08/2028	Scheduling Point No. P1078887	Scheduling Point Name TCO Pool	Measuring Point No. P1078887	Measuring Point Name TCO Pool	Maximum Daily Delivery Obligation (Dth/day) 1/ 100,000	Design Daily Quantity (<u>Dth/day</u>) 1/	Minimum Delivery Pressure Obligation (psig) 1/	Recurrence Interval 1/1-12/31
<u>1</u> / App	lication of N	MDDOs, DDQs	and ADQs, mir	nimum pressur	e 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									
			ns of Transporte						
Yes _Y Section 4 o	K No (Che f the Genera	eck applicable l Il Terms and Co	olank) Shipper l onditions of Trai	nas a contractu nsporter's FER	al right of first C Gas Tariff.	refusal equivalen	t to the right of fir	rst refusal set forth from time to	o time in

	g points of interconnection within the MDDOs, ADQs and/or DDQs, as applicable, greement No Appendix A with Shipper, which are incorporated herein by
Yes X No (Check applicable blank) This Service Agreement covers Section 4. Right of first refusal rights, if any, applicable to this interim capacitation.	interim capacity sold pursuant to the provisions of General Terms and Conditions ity are limited as provided for in General Terms and Conditions Section 4.
Yes X No (Check applicable blank) This Service Agreement covers of Right of first refusal rights, if any, applicable to this offsystem capacity are lin	fsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. mited as provided for in General Terms and Conditions Section 47.
CNX GAS COMPANY LLC	COLUMBIA GAS TRANSMISSION, LLC
Ву	By
Title	Title
Date	Date
	By
	Title
	Date



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

May 27, 2025

CNX Gas Company LLC 1000 CONSOL Energy Drive Canonsburg, PA 15317 Attention: Don Buhle

RE: FTS Agreement No. 198824

Fourth Amended and Restated Negotiated Rate Letter Agreement

Dear Don:

This Fourth Amended and Restated Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and CNX Gas Company 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 FTS 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 A-1 attached hereto and made a part hereof.
- 2. As a result of the operation of the Daily Demand Rate adjustment mechanism set forth in Paragraph 2 of the Negotiated Rate Letter Agreement executed by and between the Parties and dated December 28, 2017, which adjustment mechanism is attached hereto and made a part hereof as Attachment A-2, the Daily Demand Rate has been increased by \$0.05 ("Daily Demand Rate Increase"). For the avoidance of doubt, the Daily Demand Rate Increase is included in the Daily Demand Rate set forth in Attachment A-1.
- 3. All capitalized terms used but not defined herein shall have the meanings given them in FTS Service Agreement No. 198824.

05 / 28 / 2025 Accepted and agreed to this day ofMay, 2025
CNX Gas Company LLC
By: Matty Vend
Title: VP Marketing
Date: 05 / 28 / 2025
Columbia Gas Transmission, LLC
By: Title: VP Marketing
Date: 05/28/2025
Madeline Bingamon By:
Title: Manager
Date: 05/28/2025
JR DH AC

4.

29, 2020.

This Fourth Amended and Restated Negotiated Rate Letter Agreement replaces and supersedes the Amended and Restated Negotiated Rate Letter Agreement between the Parties dated October

Attachment A-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
WB Line Point: CNX Alton (meter no. 842526)	TCO Pool (meter no. P1078887)	80,000 Dth/day	10/09/2018- 06/30/2020	\$0.30	\$0.00	FTS
WB Line point: DTI Cassidy Mountain (meter no. 831934***)	TCO Pool (meter no. P1078887)	20,000 Dth/day	10/09/2018- 06/30/2020	\$0.30	\$0.00	FTS
Braxton (meter no. 842867)	TCO Pool (meter no. P1078887)	100,000 Dth/day	07/01/2020- 10/31/2020	\$0.30	\$0.00	FTS
WB Line Point: CNX Alton (meter no. 842526)	TCO Pool (meter no. P1078887)	0 Dth/day	07/01/2020- 10/31/2020	\$0.30	\$0.00	FTS
WB Line point: DTI Cassidy Mountain (meter no. 831934***)	TCO Pool (meter no. P1078887)	0 Dth/day	07/01/2020- 10/31/2020	\$0.30	\$0.00	FTS
WB Line Point: CNX Alton (meter no. 842526)	TCO Pool (meter no. P1078887)	80,000 Dth/day	11/01/2020- 05/31/2025	\$0.30	\$0.00	FTS
Alexander Agg Point 04	TCO Pool (meter no. P1078887)	20,000 Dth/day	11/01/2020- 05/31/2025	\$0.30	\$0.00	FTS
MVP Columbia WB Receipt (meter no. 843058)	TCO Pool (meter no. P1078887)	100,000 Dth/day	06/01/2025- 10/08/2028	\$0.30	\$0.00	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 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, which Shipper shall not pay. Deliveries to TCO Pool will not incur any commodity charges or commodity surcharges; however, deliveries to other delivery points will incur maximum applicable commodity charges and commodity surcharges.

*** TCO shall not be responsible for any costs associated with any expansion or upgrade of this meter necessary to accept any portion of Shipper's receipts.

Retainage: For nominations to delivery points other than TCO Pool, Shipper shall pay the fuel retention applicable to Rate Schedule FTS, as such may change from time to time. Shipper shall not pay any fuel retention for deliveries to TCO Pool.

Attachment A-2

2. Shipper's Daily Demand Rates as set forth in the Negotiated Reservation Rates Table in Attachment 1 hereto shall be adjusted as follows:

To the extent Actual Project Costs (defined below) exceed Estimated Project Costs (defined below), Shipper's Daily Demand Rate shall be multiplied by the Capital Cost Overrun Factor ("CCO Factor"). The CCO Factor shall be equal to $1 + [(CCO/EPC) \times 50\%]$. In no event shall the CCO Factor exceed 1.2000, in the case of the WB Line Daily Demand Rates.

To the extent Actual Project Costs, as defined below, are less than Estimated Project Costs as defined below, Shipper's Daily Demand Rate shall be multiplied by the Capital Cost Underrun Factor ("CCU Factor"). The CCU Factor shall be equal to 1 - [(CCU/EPC) X 50%). In no event shall the CCU Factor be less than 0.8000, in the case of the WB Line Daily Demand Rates.

Any such adjustment to Shipper's Daily Demand Rate shall be effective prospectively beginning as soon as administratively feasible, but no later than eighteen (18) months of the later Actual In-Service Date and shall remain in effect for the balance of the Initial Term.

"Actual Project Costs" or APC shall mean, subject to any limits on costs as set forth below, all actual and verifiable costs and expenses incurred by TCO, including trailing costs up to twelve months subsequent to the latest Actual In-Service Date, to complete the Project consistent with the project components, activities and cost items contemplated in TCO's certificate application with FERC and this Precedent Agreement, including but not limited to (a) all actual and verifiable costs and expenses incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, including compression costs, (b) all actual and verifiable costs and expenses incurred for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all actual and verifiable direct and allocated internal overhead and administrative costs, and (d) an allowance for funds used during construction ("AFUDC") computed in accordance with regulations of the FERC. Notwithstanding the foregoing, TCO shall exclude from the APC all incremental costs related to the Majorsville Area Booster Compression. TCO shall maintain books and records reasonably necessary for Shipper to verify the APC. The Parties acknowledge that TCO's formal books and records that conform with FERC accounting policies and guidelines may not match the APC used to determine Shipper's adjusted Daily Demand Rate.

"Capital Cost Overrun" or "CCO" shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs exceed Estimated Project Costs.

"Capital Cost Underrun" or "CCU" shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs are less than Estimated Project Costs.

"Estimated Project Costs" or "EPC" shall mean all costs and expenses that are projected to be incurred by TCO to complete the Project in the manner contemplated by this Agreement, including but not limited to (a) all costs and expenses projected to be incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, including all compression costs, (b) all costs and expenses projected to be incurred for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs, (d) AFUDC computed in accordance with the regulations of the FERC, and (e) a contingency amount equal to at least 10% of the total of (a) and (b).

Notwithstanding the foregoing, TCO shall exclude from the EPC all incremental costs related to the Majorsville Area Booster Compression. For purposes of determining the adjustment to Shipper's Daily Demand Rate pursuant to this provision, the Parties agree that the Estimated Project Costs shall be equal to \$2,026,000,000, which was presented to NiSource Inc.'s board of directors ("Board") on June 24th, 2015. TCO will provide this amount, in sufficient detail by the categories described herein, to Shipper within ten (10) days of such presentation.

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