

Adelphia Gateway, LLC as of 05/15/2024
Adelphia Tariff Database 1
Effective Date: 01/13/2020

Part 7 Form of Service Agreements Index (0.0.0) A

FORM OF SERVICE AGREEMENTS

INDEX

DESCRIPTION/TITLE

1. Forms of Service Agreement for Firm Services
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2. Forms of Service Agreement for Interruptible Services
 - 2.1 Form of Service Agreement for Rate Schedule ITS
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Adelphia Gateway, LLC as of 05/15/2024
Adelphia Tariff Database 1
Effective Date: 01/13/2020

Part 7.1 Forms of Service Agreement for Firm Services (0.0.0) A

FORMS OF SERVICE AGREEMENT FOR FIRM SERVICES

INDEX

DESCRIPTION/TITLE

1.1 Form of Service Agreement for Rate Schedule FTS

**FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS**

Date: _____, Contract No. _____

SERVICE AGREEMENT

THIS AGREEMENT entered into as of the ____ day of _____, 20____, by and between Adelphia Gateway, LLC, a Delaware limited liability company (“Adelphia”), hereinafter referred to as “Adelphia,” and [_____], a [_____], hereinafter referred to as “Shipper.”

WHEREAS, [this and an additional clause(s) may be included to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable, between Adelphia and Shipper related to the Agreement, and/or to describe or define the facilities necessary to provide service under the Agreement, and will not include binding consideration.]

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained Adelphia and Shipper agree as follows:

**ARTICLE I
TRANSPORTATION SERVICE**

1. Adelphia’s service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission (“Commission”), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Adelphia.
2. Subject to the terms and provisions of this Agreement, Shipper may on any Gas Day cause Gas to be Tendered to Adelphia at the Receipt Point(s) up to Shipper’s Maximum Daily Quantity (“MDQ”) plus Adelphia’s Transporter’s Use retention quantities, and Adelphia agrees to Tender equivalent quantities of Gas (less applicable retained Transporter’s Use) to or for the account of Shipper, on a firm basis, at the Delivery Points.
3. If requested by Shipper, Adelphia may provide Transportation Service for daily quantities in excess of the Shipper’s MDQ if Adelphia can do so without adverse effect on the operation of Adelphia’s system or Adelphia’s ability to meet all higher priority obligations.

ARTICLE II
POINTS OF RECEIPT/DELIVERY

1. On each Day during the term specified in Article III,
 - a. Shipper shall deliver or cause to be delivered Gas nominated hereunder plus Adelphia's Transporter's Use, as applicable, at the Primary Receipt Point(s). Adelphia agrees to accept on a firm basis the quantity nominated by Shipper at the Primary Receipt Point(s) up to Shipper's applicable Maximum Daily Receipt Obligation at the applicable Primary Receipt Point, plus Adelphia's Transporter's Use quantity;
 - b. Adelphia shall transport Shipper's nominated quantity of Gas on a firm basis from the Primary Receipt Point(s) to the Primary Delivery Point(s); and
 - c. Adelphia shall tender to or for the account of Shipper, on a firm basis at the Primary Delivery Point(s), Equivalent Quantities of Gas to the quantity nominated by Shipper at the Primary Receipt Point(s).
2. The Primary Receipt Point(s) and Primary Delivery Point(s) are identified in Appendix 1. Shipper shall have the ability to utilize Secondary Receipt Point(s) or Secondary Delivery Point(s) in accordance with the terms of Adelphia's FERC Gas Tariff.

ARTICLE III
TERM OF AGREEMENT

1. [This Agreement shall be effective as of the date first above written and shall remain in effect for a primary term commencing] [This Agreement shall be effective on] _____ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission or a commencement date as defined in a precedent agreement between Shipper and Adelphia] and shall continue for a term ending on and including _____ [or, when applicable, shall continue for a term of _____ years], and from year to year thereafter unless terminated by either party upon the provision of one (1) year prior written notice.
2. If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Adelphia's Tariff, the provision of a termination notice by either Shipper or Adelphia, pursuant to the preceding paragraph or the expiration of this Agreement of its own terms triggers Shipper's right of first refusal under Section [] of the General Terms and Conditions of Adelphia's Gas Tariff.

ARTICLE IV
RATE SCHEDULE AND CHARGES

1. Each Month, Shipper shall pay Adelpia for the service hereunder an amount determined in accordance with Adelpia's Rate Schedule FTS, Shipper's Discounted Rate, or Shipper's Negotiated Rate, as applicable, and the applicable provisions of the General Terms and Conditions of Adelpia's FERC Gas Tariff, as filed with the Commission. Section IV of Appendix 1 hereto sets forth the applicable information as follows, which shall be utilized for transactions hereunder:
 - a. Rates and Charges
 - b. Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Adelpia may unilaterally effect an amendment to Appendix 1 to reflect such change(s) by so specifying in a written communication to Shipper.

2. It is further agreed that Adelpia may seek authorization from the Commission and/or other appropriate regulatory body for changes to rates, terms and conditions set forth in Rate Schedule FTS or in the General Terms and Conditions of Adelpia's FERC Gas Tariff. Nothing herein contained shall be construed to deny Shipper any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in such rate or tariff change proceedings by intervention or otherwise to contest Adelpia's filing in whole or in part.

ARTICLE V
NOTICE

Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by electronic mail (with confirmation by recipient), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Adelpia:	Adelpia Gateway, LLC [Address] Attention: [Commercial Operations] Facsimile: [insert fax number] Email: [insert email address]
Shipper:	<hr style="border: 0.5px solid black;"/> [Address] Attention: [Commercial Operations] Facsimile: [insert fax number] Email: [insert email address]

ARTICLE VI
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS and the General Terms and Conditions (“GT&C”) of Adelphia’s FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS or in the GT&C and used in this Agreement shall be deemed to have the meaning given such terms in Rate Schedule FTS and the GT&C.

[In the event that a precedent agreement for a new or an expansion project contains credit provisions applicable to Shipper’s capacity related to such project, the following language shall be included in Shipper’s Service Agreement. “The credit requirements applicable to this Service Agreement are set forth in that certain Precedent Agreement dated _____ between Adelphia and Shipper related to this Service Agreement.”]

ARTICLE VII
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective _____ : _____ [If none, insert “None”]
2. [Replacement Shipper. If Shipper is a Replacement Shipper, state identity of Releasing Shipper and Contract Number under which capacity is released. The offer of release issued by the Releasing Shipper is incorporated herein by reference.

Releasing Shipper: _____
Released Contract No.: _____]

3. To the extent applicable, Shipper warrants that upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters, if applicable, of the Receipt Point(s) and Delivery under this Agreement and any quantity limitations for each point as specified on Appendix 1 attached hereto.
4. Shipper agrees to indemnify and hold Adelphia harmless for refusal to transport Gas hereunder in the event any upstream or downstream transporter fails to receive or deliver Gas as contemplated by this Agreement.
5. Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to Adelphia.
6. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of New York without recourse to the law governing conflict of laws. This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid

present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

7. This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

[None or an appropriate description]

* * *

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

SHIPPER: _____

Adelphia Gateway, LLC
By: [OPERATOR NAME],
Its Operator

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX 1
to
FIRM TRANSPORTATION SERVICE AGREEMENT
between
Adelphia Gateway, LLC (“Adelphia”)
and
_____ (“Shipper”)

Dated _____

I. MAXIMUM DAILY QUANTITY: _____ dth

II. PRIMARY RECEIPT POINT(S):

<u>RECEIPT POINT</u>	<u>MDRO</u>	<u>MAXIMUM DELIVERY PRESSURE</u>
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III. PRIMARY DELIVERY POINT(S):

<u>DELIVERY POINT</u>	<u>MDDO</u>	<u>MINIMUM DELIVERY PRESSURE</u>
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IV. RATES AND CHARGES:

Check as applicable: Discounted Rate ; Negotiated Rate ; Maximum Recourse Rate

For Discounted and Negotiated Rate agreements, see Appendix 2.

A Maximum Recourse Rate Shipper shall be charged the maximum applicable Monthly Reservation Rate, applicable Usage Rate(s), and all applicable charges and surcharges under Adelphia’s FERC Gas Tariff, and shall be subject to the applicable Transporter’s Use (%).

APPENDIX 2
to
FIRM TRANSPORTATION SERVICE AGREEMENT
between
Adelphia Gateway, LLC (“Adelphia”)
and
_____ (“Shipper”)

Dated _____

[DISCOUNT RATES] or [NEGOTIATED RATES]

Adelphia Gateway, LLC as of 05/15/2024
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Part 7.2 Forms of Service Agreement Interruptible Services (0.0.0) A

FORMS OF SERVICE AGREEMENT FOR INTERRUPTIBLE SERVICES

INDEX

DESCRIPTION/TITLE

- 2.1 Form of Service Agreement for Rate Schedule ITS
- 2.2 Form of Service Agreement for Rate Schedule PALS

FORM OF SERVICE AGREEMENT
(APPLICABLE TO RATE SCHEDULE ITS)

Date: _____,

Contract No. _____

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Adelphia Gateway, LLC, ("Transporter") and _____ ("Shipper").

WHEREAS, [this and an additional clause(s) may be included to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable, between Transporter and Shipper related to the Agreement, and/or to describe or define the facilities necessary to provide service under the Agreement, and will not include binding consideration.]

In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Transporter agrees to provide and Shipper agrees to take and pay for service under this Agreement pursuant to Transporter's Rate Schedule ITS and the General Terms and Conditions of Transporter's Tariff, which are incorporated herein by reference and made a part hereof.

[In the event that a precedent agreement for a new or an expansion project contains credit provisions applicable to Shipper's capacity related to such project, the following language shall be included in Shipper's Agreement: "The credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement dated _____ between Transporter and Shipper related to this Agreement."]

2. Maximum Daily Quantity _____ Dth
3. This Agreement shall be effective on _____ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Commission or a commencement date as defined in a precedent agreement between Transporter and Shipper] and shall continue until _____ [or when applicable, "shall continue for a term of _____"] ("Primary Term") and from _____ to _____ thereafter until terminated by Transporter or Shipper upon at least _____ prior written notice. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted or Negotiated Rate to which Shipper and Transporter have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed as part of

Transporter's Tariff. It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

5. Unless otherwise required in the Tariff, all notices shall be in writing and mailed to the applicable address below or transmitted via facsimile. Shipper or Transporter may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Transporter:

Adelphia Gateway, LLC
[ADDRESS]
[ADDRESS]
Attention:
Fax: [NUMBER]

Shipper:

_____ (Shipper Name)
_____ (Address)
_____ (City, State, Zip)
Attention: _____
Telephone: _____
Fax: _____

6. The interpretation and performance of this Agreement shall be in accordance with the laws of the State of New York, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
7. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below, if applicable:

[None or an appropriate description]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

SHIPPER: _____

ADELPHIA GATEWAY, LLC
By: [OPERATOR NAME],
Its Operator

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Adelphia Gateway, LLC as of 05/15/2024
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Part 7.2.2 Form of Service Agreement Rate Schedule PALS (0.0.0)A

FORM OF SERVICE AGREEMENT
(APPLICABLE TO RATE SCHEDULE PALS)

Date: _____,

Contract No. _____

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Adelphia Gateway, LLC, ("Transporter") and _____ ("Shipper").

WHEREAS, [this and an additional clause(s) may be included to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable, between Transporter and Shipper related to the Agreement, and/or to describe or define the facilities necessary to provide service under the Agreement, and will not include binding consideration.]

In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Transporter agrees to provide and Shipper agrees to take and pay for service under this Agreement pursuant to Transporter's Rate Schedule PALS and the General Terms and Conditions of Transporter's Tariff, which are incorporated herein by reference and made a part hereof.
2. The Maximum Park Quantity or Maximum Loan Quantity, as appropriate, and the PALS Point(s) of Transaction are set forth in the Appendix 1 to this Agreement. Shipper shall initiate a request for each park or loan service transaction by executing and delivering to Transporter one or more Appendices 1. Upon execution by Transporter, Shipper's Appendices 1 shall be incorporated in and made a part hereof.
3. This Agreement shall be effective on _____ and shall continue until and including _____ ("Primary Term") and from _____ to _____ thereafter until terminated by Transporter or Shipper upon at least _____ prior written notice. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by Rate Schedule PALS and the General Terms and Conditions of Transporter's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted or Negotiated Rate to which Shipper and Transporter have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed as part of Transporter's Tariff. It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in

rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

5. Unless otherwise required in the Tariff, all notices shall be in writing and mailed to the applicable address below or transmitted via facsimile. Shipper or Transporter may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Transporter:

Adelphia Gateway, LLC
[ADDRESS]
[ADDRESS]
Attention:
Fax: [NUMBER]

Shipper:

_____ (Shipper Name)
_____ (Address)
_____ (City, State, Zip)
Attention: _____
Telephone: _____
Fax: _____

6. The interpretation and performance of this Agreement shall be in accordance with the laws of the State of New York, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
7. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below, if applicable:

[None or an appropriate description]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

SHIPPER: _____

ADELPHIA GATEWAY, LLC
By: [OPERATOR NAME],
Its Operator

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FORM OF SERVICE AGREEMENT
(APPLICABLE TO RATE SCHEDULE PALS)
(continued)

ADELPHIA GATEWAY, LLC

PARK AND LOAN (PALS) AGREEMENT
DATED _____

Appendix 1-__ DATED _____

Appendix 1 – Effective Date: _____

TRANSPORTER: Adelpia Gateway, LLC
[ADDRESS]
[ADDRESS]

Attention: Marketing Department

SHIPPER: _____

	Commencement Service Date	Termination of Service Date	Maximum Park/Loan Quantity	Specific Points
	-----	-----	-----	-----
Park Service	_____	_____	_____	_____
Loan Service	_____	_____	_____	_____

ADELPHIA GATEWAY, LLC
By: [OPERATOR NAME],
Its Operator

By: _____

_____ [NAME OF SHIPPER]

By: _____

Adelphia Gateway, LLC as of 05/15/2024
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Part 7.3 Miscellaneous Form of Service Agreement (0.0.0) A

MISCELLANEOUS FORMS OF SERVICE AGREEMENT

INDEX

DESCRIPTION/TITLE

- 3.1 Capacity Release Umbrella Agreement
- 3.2 Form of Service Agreement for the EBB Agreement

Adelphia Gateway, LLC as of 05/15/2024
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Part 7.3.1 Capacity Release Umbrella Agreement (0.0.0) A

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULE FTS

This Umbrella Service Agreement, made and entered into this ____ day of _____, by and between _____ (Replacement Shipper), and Adelphia Gateway, LLC (Transporter),

WITNESSETH:

WHEREAS,

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the Replacement Shipper and Transporter hereby agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

This Umbrella Service Agreement is in all respects subject to and governed by Rate Schedules FTS and the General Terms and Conditions of Transporter's Tariff and such are incorporated by reference. In the event that language of this Umbrella Service Agreement or any Appendix conflicts with Transporter's Tariff, the language of the Tariff will control.

Subject to the terms, conditions and limitations hereof, so long as the financial evaluation and credit appraisal requirements are met in order for Replacement Shipper to be on Transporter's approved bidder list for capacity releases and execute this Umbrella Service Agreement pursuant to Section 25 of Transporter's GT&C, and this Umbrella Service Agreement is effective, Replacement Shipper may bid from time to time on proposed capacity releases under Rate Schedule FTS pursuant to the procedure set forth in Section 25 of Transporter's GT&C. If at anytime a bid submitted by Replacement Shipper is accepted by Transporter with respect to a given capacity release, Transporter will promptly finalize by means of Transporter's EBB the appropriate Addendum to this Umbrella Service Agreement, in the format attached hereto, depending upon the rate schedule under which the capacity is being released. An Addendum shall be deemed to be an executed Service Agreement under the rate schedule designated therein, subject to the terms and conditions of the rate schedule, the form of service agreement applicable to such rate schedule, and the General Terms and Conditions of Transporter's Tariff. The parties agree that each Addendum is an integral part of this Umbrella Service Agreement as if executed by the parties hereto and fully copied and set forth herein at length and is binding on the parties hereto. Upon finalization of such Addendum, Replacement Shipper and Transporter agree that Replacement Shipper shall be considered for all purposes as a Shipper with respect to the released service.

Upon the finalization of an Addendum, subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule FTS, Transporter agrees to provide the applicable released service for Replacement Shipper under the applicable rate schedule, provided however, the Replacement Shipper qualified under the financial evaluation and credit appraisal requirements set forth in Section 27 of Transporter's GT&C at the time it submitted the bid Transporter accepted with respect to such release.

Replacement Shipper hereby agrees to promptly provide any information necessary for Transporter to reevaluate Transporter's credit appraisal as contemplated by Section 27 of Transporter's GT&C and to advise Transporter of any material change in the information previously provided by the Replacement Shipper to Transporter.

ARTICLE II TERM OF AGREEMENT

The term of this Agreement shall commence on _____ and shall continue in force and effect until _____ and _____ to _____ thereafter unless this Umbrella Service Agreement is terminated as hereinafter provided. If Transporter determines at any time that Replacement Shipper fails to meet the financial standards or credit criteria of Section 27 of the GT&C, Transporter may terminate this Agreement and all Addenda attached hereto prospectively in accordance with Section 27 of the GT&C.

ARTICLE III RATE SCHEDULE

This Umbrella Service Agreement does not have separate terms and conditions for particular services, but only provides a means for a Replacement Shipper to utilize a service subject to the applicable provisions of the relevant Agreement and the terms and conditions for Rate Schedule FTS, by finalization of a copy of an Addendum attached hereto and fully incorporated herein as a part of this Umbrella Service Agreement.

Replacement Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to this Umbrella Service Agreement (b) the terms and conditions of this Umbrella Service Agreement, pursuant to which service hereunder is rendered or (c) any provision of the GT&C applicable to this Umbrella Service Agreement. Transporter agrees that the Replacement Shipper may protest or contest the aforementioned filings, unless the Replacement Shipper has otherwise agreed not to protest or contest any or all of the aforementioned filings, and the Replacement Shipper does not waive any rights it may have with respect to such filings.

ARTICLE IV ADDRESSES

Except as herein otherwise provided or as provided in the GT&C of this Tariff, any notice, request, demand, statement, invoice or payment provided for in this Umbrella Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- a) Transporter:
Adelphia Gateway, LLC
[ADDRESS]
[ADDRESS]
Attention:
Fax: [NUMBER]

b) Replacement Shipper:

_____ (Shipper Name)
_____ (Address)
_____ (City, State, Zip)
Attention: _____
Telephone: _____
Fax: _____

or such other address as either party shall designate by formal written notice.

ARTICLE V
INTERPRETATION

The interpretation and performance of this Umbrella Service Agreement shall be in accordance with the laws of the State of New York, without recourse to the law governing conflict of laws.

This Umbrella Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE VI
RELATIONSHIP BETWEEN REPLACEMENT SHIPPER
AND RELEASING SHIPPER

The parties recognize that, pursuant to Commission orders, Releasing Shipper may require that the Replacement Shipper agree that a breach of this Agreement, including a failure to pay, or to pay timely, by Replacement Shipper under this Agreement, constitutes a breach of contract as between Replacement Shipper and Releasing Shipper. The existence of such an agreement will be indicated on the appropriate Addendum to this Capacity Release Umbrella Agreement. If Replacement Shipper fails to pay Transporter, fails to timely pay Transporter, or otherwise breaches this Agreement with Transporter: (a) both Replacement Shipper and Releasing Shipper (except to the extent otherwise provided in Section 25.2(a) of the GT&C and except with respect to penalties attributable to Replacement Shipper's conduct) shall be liable to Transporter for such failure to pay or breach (it being understood that nothing in this Article VI relieves Releasing Shipper from responsibility to pay Transporter in accordance with its Agreements with Transporter) and (b) if, as a result of such breach by Replacement Shipper, Releasing Shipper is accordingly required to pay Transporter or otherwise perform, Releasing Shipper may have a cause of action for breach against Replacement Shipper.

IN WITNESS WHEREOF, the parties hereto have caused this Umbrella Service Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized, to be effective as of the date stated above.

ADELPHIA GATEWAY, LLC
By: [OPERATOR NAME],
Its Operator

By _____

By _____

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULE FTS
(continued)

Deal No.: _____
Adelphia Gateway, LLC Addendum Contract No.: _____
Capacity Release Umbrella Agreement No.: _____

Addendum No. _____
Capacity Release Rate Schedule _____

Replacement Shipper: _____
Releasing Shipper: _____

Releasing Shipper's Contract No.: _____

Begin Date of Release: _____

End Date of Release: _____

Rates: [Volumetric or Reservation]

U.S. \$

Surcharges:

Description	Rate
_____	\$ _____
_____	\$ _____
_____	\$ _____

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULE FTS
(continued)

Addendum No. ____ (Con't)
Capacity Release
Rate Schedule ____

Volume Commitment _____ (Dth/Monthly Billing Period)

Maximum Daily Quantity (MDQ): _____(Dth)

Billable Quantities:

Service:

From	To	Quantity
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULE FTS
(continued)

Addendum No. ___ (Con't)
Capacity Release
Rate Schedule ___

Specific Firm Delivery Point(s):

Delivery Point	Delivery Point MDDO (Dths)	Effective From	Effective To
----------------	----------------------------	----------------	--------------

Is this capacity subject to right of recall? Yes ___ No ___

Recall Conditions (if applicable):

Are there any restrictions on released capacity? Yes ___ No ___

Restrictions (if applicable):

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULE FTS
(continued)

Addendum No. ___ (Con't)
Capacity Release
Rate Schedule ___

Was Adelpia Gateway, LLC's default bid evaluation criteria used?
Yes ___ No ___

Evaluation Criteria (if applicable):

Were contingent bids accepted? Yes ___ No ___

Contingency comments (if applicable):

Other Terms and Conditions of Release: [e.g., restrictions on release, third party agent and terms of third party agency relationship, and agreements between Replacement Shipper and Releasing Shipper]

This Addendum, entered into, pursuant to Adelpia Gateway, LLC's capacity release program and to the executed Capacity Release Umbrella Agreement between Adelpia Gateway, LLC and the Replacement Shipper, is heretofore made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.

Adelphia Gateway, LLC as of 05/15/2024
Adelphia Tariff Database 1
Effective Date: 01/13/2020

Part 7.3.2 Form of Service Agreement for EBB Agreement (0.0.0) A

FORM OF SERVICE AGREEMENT FOR THE EBB

This EBB Agreement, executed this ____ day of _____, _____, by and between _____ (Service Requester Proprietary Number _____) ("EBB Subscriber"), and ADELPHIA GATEWAY, LLC (hereafter referred to as "Transporter"), witnesseth that for and in consideration of the mutual covenants and provisions herein contained and subject to all of the terms, provisions and conditions herein set forth, EBB Subscriber and Transporter do hereby agree as follows:

ARTICLE I SCOPE OF AGREEMENT

- a. Transporter shall make available for use by EBB Subscriber Transporter's computerized Electronic Communication system, the EBB ("EBB"), to perform such functions as may be available on the EBB from time to time.
- b. Use of the EBB is subject to the General Terms and Conditions, as well as the provisions of any Rate Schedule and Agreement, as set forth in Transporter's currently effective Tariff, as effective from time to time, and which are hereby incorporated by reference.
- c. EBB Subscriber agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and to make changes effective in (a) the rates and charges applicable to service pursuant to this EBB Agreement; and (b) any provision of Transporter's Tariff related to this EBB Agreement. Transporter agrees that EBB Subscriber may protest or contest the aforementioned filings, and EBB Subscriber does not waive any rights it may have with respect to such filings.

ARTICLE II TERM

The term of this EBB Agreement shall commence on the date of execution hereof and shall continue in full force and effect on a month to month basis until terminated by Transporter or EBB Subscriber, with thirty days' prior written notice of such termination.

ARTICLE III ADDRESSES

Except as provided in the General Terms and Conditions of Transporter's Tariff, any notice, request, demand, statement, bill or payment pursuant to this EBB Agreement shall be in writing and shall be considered as duly delivered when received on-line via the EBB, or when received as registered, certified, or regular mail at the address of the parties hereto, as the case may be, as follows:

- (a) Transporter: Adelphia Gateway, LLC
Attn:
[ADDRESS]
[ADDRESS]

(b) EBB Subscriber:

[The address EBB Subscriber shall designate by submitting the on-line Contact Information as discussed in the Electronic Communications section of the General Terms and Conditions of Transporter's tariff.]

ARTICLE IV
INTERPRETATION

The interpretation and performance of this EBB Agreement shall be in accordance with the laws of the State of New York without recourse to the law governing conflicts of law.

This EBB Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter hereof, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE V
AGREEMENTS BEING SUPERSEDED

When this EBB Agreement becomes effective, it shall supersede any EBB Agreement(s) between the parties hereto with an earlier execution date.

IN WITNESS WHEREOF, the parties hereto have caused this EBB Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

ADELPHIA GATEWAY, LLC
By: [OPERATOR NAME],
Its Operator

By: _____

Title: _____

Signature

EBB Subscriber

By: _____

Title: _____

Signature