



November 20, 2025

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

Re: *Adelphia Gateway, LLC*
Docket No. RP26-____-000
Non-Conforming and Negotiated Rate Agreements

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act¹ and Section 154.204 of the regulations of the Federal Energy Regulatory Commission (“FERC” or “Commission”) promulgated thereunder,² Adelphia Gateway, LLC (“Adelphia”) hereby submits for filing and acceptance by the Commission as part of its Original Volume No. 1 FERC Gas Tariff (“Tariff”), the following tariff records to be effective on January 1, 2026:

FERC Gas Tariff

<u>Version</u>	<u>Section (Description & Title, Narrative Name)</u>
5.0.0	<i>Part 6 – General Terms and Conditions</i> 37. Materially Non-Conforming Agreements

Filed Agreements Tariff

<u>Version</u>	<u>Description and Title</u>
4.0.0	Tariff Filed Agreements
0.0.0	Calpine Energy Services, LP FTS-CAL-0102
0.0.0	Calpine Energy Services, LP FTS-CAL-0103

Tariff Statements of Negotiated Rates

<u>Version</u>	<u>Description and Title</u>
0.0.0	Calpine Energy Services, LP FTS-CAL-0102

¹ 15 U.S.C. § 717c (2025).

² 18 C.F.R. § 154.204 (2025).



0.0.0 Calpine Energy Services, LP FTS-CAL-0103

STATEMENT OF NATURE, REASONS AND BASIS

This filing represents one element of the compromises resolving Adelphia's Natural Gas Act ("NGA")³ section 4 rate proceeding in FERC Docket No. RP24-1106-000. On August 25, 2025, Adelphia filed an uncontested Stipulation and Agreement of Settlement ("Settlement") to resolve all issues set for hearing in the proceeding, and on November 4, 2025 the Commission issued an Order Approving Settlement in the same proceeding.⁴ As part of the extensive negotiations among Adelphia and active participants in the proceeding leading to agreement on the Settlement, Adelphia and Calpine Energy Services, LP ("Calpine") agreed to extensions of Calpine's existing firm services at negotiated rates.

Pursuant to Section 26.5, *Extension of Agreements*, of the Tariff, Adelphia and Calpine negotiated the attached agreements that amend and extend Calpine's existing firm service contracts on mutually agreeable terms. More specifically, Contract No. FTS-CAL-0102 supersedes and cancels existing contracts FTS-CAL-0037 and FTS-CAL-0053, providing Calpine with the same volume of firm service from the same receipt and delivery points, but for a longer term and at a mutually agreed upon negotiated rate. Further, Contract No. FTS-CAL-0103 replaces existing contract FTS-CAL-0023 at its expiration, providing Calpine with the same volume of firm service from the same receipt and delivery points, but on a long-term basis and at a mutually agreed upon negotiated rate.

Sections 154.1(d) and 154.112(b) of the Commission's regulations require pipelines to file any agreement that "deviates in any material aspect from the form of service agreement" in the pipeline's tariff and to reference such agreements in the pipeline's tariff.⁵ Section 30.2 of the General Terms and Conditions of the Tariff requires Adelphia to submit to the Commission a Statement of Negotiated Rates summarizing the essential elements of any negotiated rate agreement prior to commencing service under such negotiated rate agreement. In accordance with the Commission's regulations and the requirements of the Tariff, Adelphia submits for Commission review and acceptance: (1) the Service Agreements; (2) a proposed revised tariff record which updates Adelphia's list of filed agreements to include the references to the Service Agreements; and (3) proposed tariff records summarizing the essential elements of the Service Agreements (Statements of Negotiated Rates).

The relevant terms of the Service Agreements are described below:

Contract No. FTS-CAL-0102

Adelphia and Calpine entered into the Service Agreement on July 21, 2025 (Contract No. FTS-CAL-0102). The Service Agreement provides for up to 48,000 Dth of firm transportation service from a primary receipt point of Transco Lower Mud Run North A to a primary delivery

³ 15 U.S.C. § 717c (2025).

⁴ *Adelphia Gateway, LLC*, 193 FERC ¶ 61,093 (November 4, 2025) (Order Approving Settlement).

⁵ 18 C.F.R. §§ 154.1, 154.112(b) (2025).

point of UGI Easton Road for a term commencing on January 1, 2026 and running through March 31, 2035. The negotiated Rate Schedule FTS reservation rate is \$0.2280 per Dth per day of MDQ for the first contract year (January 1, 2026 through December 31, 2026) and then \$0.2000 per Dth per day of MDQ for the remainder of the term (January 1, 2027 through December 31, 2035). Calpine will also pay the Maximum Recourse Usage Rates in effect from time to time and be responsible for Transporter's Use (%), as defined in Adelpia's Tariff, any other commodity charges, ACA and all other applicable surcharges as approved by FERC for FTS under the Tariff. Contract No. FTS-CAL-0102 supersedes and cancels existing contracts FTS-CAL-0037 and FTS-CAL-0053, providing Calpine with the same volume of firm service from the same receipt and delivery points, but for a longer term and at a mutually agreed upon negotiated rate.

With respect to the non-conforming provision, the Service Agreement includes successor in interest clause primarily providing that any successor in interest to properties of Shipper or Adelpia, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under the Service Agreement without consent of the other party, subject to certain specified conditions and exceptions. Adelpia agreed to include this additional clause in the Service Agreement at the request of Calpine, to provide further assurances to Calpine and any third-party purchaser of Calpine's Bethlehem Energy Center (the electric generation plant at which the gas transported under this Service Agreement will be consumed) that a third-party purchaser would continue to benefit from the Service Agreement, a concern of Calpine's as it proceeds with implementation of its recently approved merger with Constellation Energy Corporation and its affiliates, subject to its commitments to divest certain generation facilities, including the possible divestiture of the Bethlehem Energy Center.⁶

Contract No. FTS-CAL-0103

Adelpia and Calpine entered into the Service Agreement on July 21, 2025 (Contract No. FTS-CAL-0103). The Service Agreement provides for up to 75,000 Dth of firm transportation service from a primary receipt point of Tetco Quakertown to a primary delivery point of UGI Easton Road for a term commencing on January 12, 2026 and running through March 31, 2035. The negotiated Rate Schedule FTS reservation rate is \$0.2000 per Dth per day of MDQ for the term. Calpine will also pay the Maximum Recourse Usage Rates in effect from time to time and be responsible for Transporter's Use (%), as defined in Adelpia's Tariff, any other commodity charges, ACA and all other applicable surcharges as approved by FERC for FTS under the Tariff. Contract No. FTS-CAL-0103 replaces existing contract FTS-CAL-0023 at its expiration, providing Calpine with the same volume of firm service from the same receipt and delivery points, but on a long-term basis and at a mutually agreed upon negotiated rate.

With respect to the non-conforming provision, the Service Agreement includes the same successor in interest clause added to Contract No. FTS-CAL-0102, discussed above.

⁶ See *Constellation Energy Corporation et al.*, 192 FERC ¶ 61,074 (July 23, 2025) (Order Conditionally Authorizing Merger and Disposition of Jurisdictional Facilities).

Non-Conforming and Negotiated Rate Rationale

The Service Agreements deviate from the form of service agreement in the Tariff for service under Rate Schedule FTS. Sections 154.1(d) and 154.112(b) of the Commission's regulations require pipelines to file any agreement that deviates "in any material aspect from the form of service agreement" in the pipeline's tariff.⁷ As reaffirmed by the Commission's July 25, 2003 order modifying its negotiated rate policy, the Commission defines "a material deviation as any provision of a service agreement that goes beyond the filling-in of the spaces in the form of service agreement with the appropriate information provided for in the tariff and that affects the substantive rights of the parties."⁸ The Commission's policy is that such material deviations may be acceptable if "such deviations do not change the conditions under which service is provided and do not present a risk of undue discrimination."⁹

Consistent with the Commission's regulations regarding nonconforming agreements, Adelphia is submitting the Service Agreements for Commission review. Adelphia requests that the Commission accept the tariff records reflecting the deviation described above, as a permissible deviation that does not present a risk of undue discrimination and allow the tariff records filed herewith to become effective as of January 1, 2026. A redline comparison of the Service Agreements compared to the form of service agreement in the Tariff is included in Appendix B hereto.

The Service Agreements conform in all material respects to the form of service agreement for Rate Schedule FTS with the exception of the non-conforming provision that provides for certain assurances in the event that a new owner or party legally succeeds to Calpine's interest under the Agreement. In particular, Article VII, *Miscellaneous*, Section 7, of each Service Agreement provides:

Any person or entity which shall succeed by purchase, merger, consolidation or other transaction to the properties of Shipper, or of Pipeline, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Negotiated Rate Agreement without the consent of the other party; provided, however, that neither Shipper nor Adelphia shall otherwise assign or transfer this Negotiated Rate Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other, not to be unreasonably withheld, conditioned, or delayed; provided further, however, that neither Shipper nor Adelphia shall be released from its obligations hereunder without the consent of the other, unless such transfer is to an affiliate of transferor, in which case, no such consent shall be required; and provided that Adelphia shall not withhold its consent to a transfer of this

⁷ 18 C.F.R. § 154.1, 154.112(b).

⁸ *Natural Gas Pipeline Negotiated Rate Policy and Practice*, 104 FERC ¶ 61,134 at P 27 (2003).

⁹ *Id.* (citing *Columbia Gas Transmission Corp.*, 97 FERC ¶ 61,221 at 62,001-02 (2001)); see also *ANR Pipeline Co.*, 97 FERC ¶ 61,224 (2001).

Negotiated Rate Agreement by Shipper to a third party or release of obligations if (a) Adelphia is financially indifferent to the transfer because the transferee meets the credit requirements of Adelphia's FERC Gas Tariff; and (b) if FERC grants a waiver application filed by Calpine and/or the transferee in accordance with FERC policy to effectuate such a transfer unless FERC deems a waiver not to be required.

Pursuant to Section 154.112(b) of the Commission's regulations, the Service Agreements must also be included in Adelphia's list of non-conforming agreements set forth in Section 37 of its General Terms and Conditions. Accordingly, Adelphia also submits revised Tariff Record No. 4.0.0 to its Original Volume No. 1, in Appendix A, to add the Service Agreements to its list of non-conforming agreements to be effective January 1, 2026.

The non-conforming provision does not present a risk of undue discrimination because it merely provides further assurances to the Shipper, Pipeline and any successor in interest by purchase, merger, consolidation or other transaction to the properties thereto, or a transferee to the Service Agreements, that the Service Agreements will remain in effect to the benefit of the successor and the remaining party; appropriately conditioned, however, in the event of an assignment or transfer to the credit requirements of Adelphia's Tariff and Commission approval, as may be necessary. Adelphia's Tariff does not address upstream transfers of the Shipper nor assignments and transfers of a service agreement. The non-conforming provision is not inconsistent with the Tariff nor does it undermine Adelphia's application of its credit requirements. The Commission should accept such provision as a material deviation from its form of service agreement that does not need to be included in Adelphia's Tariff.

In accordance with Section 30.2 of the General Terms and Conditions of the Tariff, Adelphia is submitting to the Commission a Statement of Negotiated Rates summarizing the essential elements of the above noted negotiated rate agreements. The Commission should accept Adelphia's negotiated rate agreements.

PROPOSED EFFECTIVE DATE

Adelphia requests that the tariff records herein become effective January 1, 2026. Adelphia respectfully requests waiver of any notice requirement contained in Section 157.207 of the Commission's regulations that may be applicable, and any other waivers that may be required for the Commission to accept the tariff records filed herein to become effective as proposed.

IMPLEMENTATION

Pursuant to Section 154.7(a)(9) of the Commission's regulations, 18 C.F.R. § 154.7(a)(9), Adelphia files this motion to place the revised tariff records filed herein into effect at the expiration of any suspension period set by the Commission, provided that the tariff changes are approved as filed and without condition. In the event the tariff records filed herewith are not approved as filed and without condition, Adelphia reserves the right to file a motion at a later date to place such tariff records into effect.

LIST OF MATERIALS ENCLOSED

The following materials are submitted herewith in an XML filing package in accordance with the requirements of the eTariff program set forth in Order No. 714:¹⁰

1. This transmittal letter;
2. The proposed tariff records identified above;
3. Appendix A, a pdf file of the proposed tariff records to be effective January 1, 2026 for posting on the Commission's eLibrary, including redlined tariff records showing the changes reflected in the tariff records filed herein, consistent with Section 154.201(a) of the Commission's regulations;¹¹
4. Appendix B, a pdf file containing a redline of the non-conforming Service Agreements; and
5. A certificate of service certifying that all materials listed in this "List of Materials Enclosed" section have been served on customers of Adelpia Gateway, LLC and interested state commissions that have requested electronic service.

CORRESPONDENCE AND COMMUNICATION

All correspondence and communication regarding this filing should be addressed to the following:

*William P. Scharfenberg
Deputy General Counsel
Adelpia Gateway, LLC
1415 Wyckoff Road
Wall, NJ 07719
T: (732) 673-6743
wscharfenberg@njresources.com

*Kevin M. Downey
Counsel
Hogan Lovells US LLP
555 Thirteenth Street, NW
Washington, DC 20004-1109
T: (202) 637-5470
kevin.downey@hoganlovells.com

*Austin Isensee
Director, Rates and Regulatory
Adelpia Gateway, LLC
2500 CityWest Blvd. Suite 1775
Houston, TX 77042
T: (832) 469-7988
aisensee@njresources.com

¹⁰ *Electronic Tariff Filings*, Order No. 714, III FERC Stats. & Regs., Regs. Preambles ¶ 31,276 (2008), *order establishing procedures*, 130 FERC ¶ 61,047, *order establishing baseline filing schedule*, 130 FERC ¶ 61,228 (2010), *final rule*, Order No. 714-A, III FERC Stats. & Regs. ¶ 31,356 (2014).

¹¹ 18 C.F.R. § 154.201(a) (2025).

Ms. Debbie-Anne A. Reese, Secretary

November 20, 2025

Page 7 of 7

*Adelphia respectfully requests that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow each of these persons to be included on the Commission's official service list.

CERTIFICATE AND ELECTRONIC FILING

The undersigned certifies that he has read the filing and knows its contents; the contents are true as stated to the best knowledge and belief of the signer; and the signer possesses full power and authority to sign the filing.

COMPLIANCE WITH REGULATIONS

In compliance with Section 154.4(c) of the Commission's regulations, 18 C.F.R. § 154.4(c), all contents of this filing are being submitted as part of an XML filing package in conformance with the Secretary of the Commission's instructions.

In compliance with Section 154.201(a) of the Commission's regulations, 18 C.F.R. § 154.201(a), marked versions of the proposed tariff records showing additions to and deletions from the currently effective tariff records are attached.

As required by Section 154.2(d) and Section 154.208 of the Commission's regulations, copies of this filing are available for public inspection during regular business hours in a convenient form and place at the offices of Adelphia at 1415 Wyckoff Road, Wall, NJ 07719, and are being mailed to each of Adelphia's customers and interested state regulatory commissions. A paper copy of this filing may only be served if a customer or interested state commission has been granted a waiver of electronic service pursuant to Part 390 of the Commission's regulations, 18 C.F.R. Pt. 390.

Should you have any questions concerning this filing, please contact the undersigned at (732) 938-1268.

Sincerely,

Austin Isensee
Director, Rates and Regulatory
Adelphia Gateway, LLC

Attachments

CERTIFICATE OF SERVICE

I hereby certify that I have electronically served the foregoing document upon customers of Adelphia Gateway, LLC and interested state commissions that have requested electronic service.

Dated at Washington, D.C. this 20th day of November, 2025.

Kevin M. Downey
Attorney for Adelphia Gateway, LLC

APPENDIX A

CLEAN AND REDLINE TARIFF RECORDS

Clean Tariff Record

37. MATERIALLY NON-CONFORMING AGREEMENTS

The following Agreements are being listed in accordance with Section 154.112(b) of the Commission’s regulations. This list of Agreements will be updated to reflect new Agreements containing material, non-conforming provisions, with the exception of an extension in the term of one of the Agreements identified below.

Shipper Name -----	Contract Number -----	Rate Schedule -----	Primary Term Begin Date -----
LMBE Project Company LLC	FTS-LMB-0012	FTS	1/13/2020
LMBE Project Company LLC	FTS-LMB-0013	FTS	1/13/2020
MC Project Company	FTS-MCS-0010	FTS	1/13/2020
MC Project Company	FTS-MCS-0011	FTS	1/13/2020
South Jersey Gas Company	FTS-SJG-0028	FTS	9/1/2022
New Jersey Natural Gas Company	FTS-NJN-0052	FTS	11/1/2023
Citadel Energy Marketing	FTS-CEM-0060	FTS	12/1/2023
NJR Energy Services Company, LLC	FTS-RES-0057	FTS	12/1/2023
Calpine Energy Services, LP	FTS-CAL-0102	FTS	1/1/2026
Calpine Energy Services, LP	FTS-CAL-0103	FTS	1/12/2026

Redline Tariff Record

37. MATERIALLY NON-CONFORMING AGREEMENTS

The following Agreements are being listed in accordance with Section 154.112(b) of the Commission’s regulations. This list of Agreements will be updated to reflect new Agreements containing material, non-conforming provisions, with the exception of an extension in the term of one of the Agreements identified below.

Shipper Name -----	Contract Number -----	Rate Schedule -----	Primary Term Begin Date -----
LMBE Project Company LLC	FTS-LMB-0012	FTS	1/13/2020
LMBE Project Company LLC	FTS-LMB-0013	FTS	1/13/2020
MC Project Company	FTS-MCS-0010	FTS	1/13/2020
MC Project Company	FTS-MCS-0011	FTS	1/13/2020
South Jersey Gas Company	FTS-SJG-0028	FTS	9/1/2022
New Jersey Natural Gas Company	FTS-NJN-0052	FTS	11/1/2023
Citadel Energy Marketing	FTS-CEM-0060	FTS	12/1/2023
NJR Energy Services Company, LLC	FTS-RES-0057	FTS	12/1/2023
<u>Calpine Energy Services, LP</u>	<u>FTS-CAL-0102</u>	<u>FTS</u>	<u>1/1/2026</u>
<u>Calpine Energy Services, LP</u>	<u>FTS-CAL-0103</u>	<u>FTS</u>	<u>1/12/2026</u>

APPENDIX B

CLEAN AND REDLINE SERVICE AGREEMENTS

Clean Service Agreement – FTS-CAL-0102 AG

Date: _____, 2025

Contract No.: FTS-CAL-0102

SERVICE AGREEMENT FOR RATE SCHEDULE FTS

THIS AGREEMENT entered into as of the ___ day of _____ 2025, by and between Adelphia Gateway, LLC, a Delaware limited liability company, hereinafter referred to as “Adelphia,” and Calpine Energy Services, LP, hereinafter referred to as “Shipper.”

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 on January 1, 2026 and shall continue for a term ending on and including March 31, 2035, 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 28 of the General Terms and Conditions of Adelphia's Gas Tariff.

ARTICLE IV
RATE SCHEDULE AND CHARGES

1. Each Month, Shipper shall pay Adelphia for the service hereunder an amount determined in accordance with Adelphia'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 Adelphia'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, Adelphia 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 Adelphia 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 Adelphia'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 Adelphia'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:

Adelphia: Adelphia Gateway, LLC
 2500 CityWest Blvd.,
 Suite 1775
 Houston, Texas 77042
 Attention: Contract Administration
 Facsimile: 281-605-2641
 Email: AdelphiaContracts@NJResources.com

Shipper: Calpine Energy Services, LP
 Attn: Contract Administration
 Fax: 713-830-8751
 Email: CommodityContracts@calpine.com

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.

ARTICLE VII
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective January 1, 2026: Contract No.: FTS-CAL-0037 and Contract No.: FTS-CAL-0053
2. [OMITTED]
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 Adelpia 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 Adelpia.
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. Any person or entity which shall succeed by purchase, merger, consolidation or other transaction to the properties of Shipper, or of Pipeline, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Negotiated Rate Agreement without the consent of the other party; provided, however, that neither Shipper nor Adelpia shall otherwise assign or transfer this Negotiated Rate Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other, not to be unreasonably withheld, conditioned, or delayed; provided further, however, that neither Shipper nor Adelpia shall be released from its obligations hereunder without the consent of the other, unless such transfer is to an affiliate of transferor, in which case, no such consent shall be required; and provided that Adelpia shall not withhold its consent to a transfer of this Negotiated Rate Agreement by Shipper to a third party or release of obligations if (a) Adelpia is financially indifferent to the transfer because the transferee meets the credit requirements of Adelpia's FERC Gas Tariff; and (b) if FERC grants a waiver application filed by Calpine and/or the transferee in accordance with FERC policy to effectuate such a transfer unless FERC deems a waiver not to be required.
8. 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:

Contract No.: FTS-CAL-0037

Contract No.: FTS-CAL-0053

* * *

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

SHIPPER:
CALPINE ENERGY SERVICES, LP

ADELPHIA GATEWAY, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX 1
to
FIRM TRANSPORTATION SERVICE AGREEMENT
between
Adelphia Gateway, LLC (“Adelphia”)
and
Calpine Energy Services, LP (“Shipper”)
FTS-CAL-0102
Dated _____, 2025

I. MAXIMUM DAILY QUANTITY: 48,000 Dth/d

II. PRIMARY RECEIPT POINT(S):

<u>RECEIPT POINT</u>	<u>MDRO</u>	<u>MAXIMUM DELIVERY PRESSURE</u>
Transco Lower Mud Run North A	48,000 Dth/d	

III. PRIMARY DELIVERY POINT(S):

<u>DELIVERY POINT</u>	<u>MDDO</u>	<u>MINIMUM DELIVERY PRESSURE</u>
UGI Easton Road	48,000 Dth/d	

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 (%).

Signed for Identification

Adelphia: _____

Shipper: _____

Supersedes Appendix 1 Dated _____

APPENDIX 2
to
FIRM TRANSPORTATION SERVICE AGREEMENT
between
Adelphia Gateway, LLC (“Adelphia”)
and
Calpine Energy Services, LP (“Shipper”)
FTS-CAL-0102
Dated _____, 2025

NEGOTIATED RATES:

RESERVATION RATE:

\$0.2280 /Dth/day of MDQ (January 1, 2026 through December 31, 2026)

\$0.2000 / Dth/day of MDQ (January 1, 2027 through March 31, 2035)

USAGE RATE: Maximum Recourse Usage Rates in effect from time to time.

OTHER CHARGES AND SURCHARGES: Shipper shall be responsible for (1) the ACA surcharge, and (2) any charge or surcharge that applies to service under Rate Schedule FTS.

FUEL AND LOST AND UNACCOUNTED FOR GAS: Shipper agrees to provide Fuel and Lost and Unaccounted for Gas in the amount specified in the statement of rates applicable to Rate Schedule FTS from time to time.

RIGHT OF FIRST REFUSAL: Adelphia and Shipper agree that this Agreement shall qualify as a “ROFR Agreement” as defined in the General Terms and Conditions of Adelphia’s FERC Gas Tariff.

Signed for Identification

Adelphia: _____

Shipper: _____

Supersedes Appendix 2 Dated _____

Redline Service Agreement - FTS-CAL-0102 AG

Date: _____, 2025

Contract No.: FTS-CAL-0102

SERVICE AGREEMENT FOR RATE SCHEDULE FTS

Date: _____,

Contract No. _____

SERVICE AGREEMENT

THIS AGREEMENT entered into as of the _____ day of _____, 20_____, 2025, by and between Adelphia Gateway, LLC, a Delaware limited liability company (“Adelphia”), hereinafter referred to as “Adelphia,” and [_____], a [_____], Calpine Energy Services, LP, 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~~ARTICLE I
TRANSPORTATION SERVICE

1. ~~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. ~~2.~~—Subject to the terms and provisions of this Agreement, Shipper may on any Gas Day cause Gas to be ~~Tendered~~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~~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. ~~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

ARTICLE II
POINTS OF RECEIPT/DELIVERY

1. ~~1.~~—On each Day during the term specified in Article III,

- a. ~~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. ~~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. ~~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. ~~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~~

ARTICLE III
TERM OF AGREEMENT

1. ~~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], on January 1, 2026 and shall continue for a term ending on and including March 31, 2035,~~ and from year to year thereafter unless terminated by either party upon the provision of one (1) year prior written notice.
2. ~~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 ~~[]28~~ of the General Terms and Conditions of Adelphia's Gas Tariff.

~~ARTICLE~~ARTICLE IV
RATE SCHEDULE AND CHARGES

1. ~~1.~~ Each Month, Shipper shall pay Adelphia for the service hereunder an amount determined in accordance with Adelphia'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 Adelphia'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. ~~a.~~ Rates and Charges
- b. ~~b.~~ Additional charges which are applicable.

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

- 2. ~~2.~~ It is further agreed that Adelphia 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 Adelphia'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 Adelphia's filing in whole or in part.

ARTICLE

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:

Adelphia: Adelphia Gateway, LLC
~~{Address}~~
~~Attention: {Commercial Operations}~~
~~Facsimile: {insert fax number}~~
~~Email: {insert email address}~~ 2500 CityWest Blvd., Suite 1775

~~Shipper:~~ _____
~~{Address}~~

Houston,
Texas 77042
~~Attention: {Commercial Operations}~~
Contract Administration

Facsimile: ~~[insert fax number]~~
281-605-2641
Email: AdelphiaContracts@NJResources.com ~~[insert email address]~~

Shipper: Calpine Energy Services, LP
Attn: Contract Administration
Fax: 713-830-8751
Email: CommodityContracts@calpine.comARTICLE

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~~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.~~
 1. Releasing Shipper: _____
Released January 1, 2026; Contract No.: _____] FTS-CAL-0037 and Contract No.: FTS-CAL-0053
 - ~~3.~~ _____
 - ~~2.~~ ~~[OMITTED]~~
- ~~2.3.~~ 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.
- ~~3.4.~~ 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.

~~4.5.~~ 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 Adelpia.

~~5.6.~~ 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.~~ 7. Any person or entity which shall succeed by purchase, merger, consolidation or other transaction to the properties of Shipper, or of Pipeline, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Negotiated Rate Agreement without the consent of the other party; provided, however, that neither Shipper nor Adelpia shall otherwise assign or transfer this Negotiated Rate Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other, not to be unreasonably withheld, conditioned, or delayed; provided further, however, that neither Shipper nor Adelpia shall be released from its obligations hereunder without the consent of the other, unless such transfer is to an affiliate of transferor, in which case, no such consent shall be required; and provided that Adelpia shall not withhold its consent to a transfer of this Negotiated Rate Agreement by Shipper to a third party or release of obligations if (a) Adelpia is financially indifferent to the transfer because the transferee meets the credit requirements of Adelpia's FERC Gas Tariff; and (b) if FERC grants a waiver application filed by Calpine and/or the transferee in accordance with FERC policy to effectuate such a transfer unless FERC deems a waiver not to be required.

~~6.8.~~ 8. 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]~~

* * *

Contract No.: FTS-CAL-0037

Contract No.: FTS-CAL-0053

* * *

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

SHIPPER: _____ Adolphia 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):

RECEIPT
POINTSHIPPER:
CALPINE ENERGY SERVICES, LP

MDRO
ADELPHIA GATEWAY, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX 1
to
FIRM TRANSPORTATION SERVICE AGREEMENT

between III.
Adelphia Gateway, LLC (“Adelphia”)
and
Calpine Energy Services, LP (“Shipper”)
FTS-CAL-0102
Dated _____, 2025

I. MAXIMUM DAILY QUANTITY: 48,000 Dth/d

~~I.II.~~ PRIMARY DELIVERY/RECEIPT POINT(S):

<u>DELIVERY</u> <u>POINT</u>	<u>MDDO</u>	<u>MINIMUM</u> <u>DELIVERY PRESSURE</u>
---------------------------------	-------------	--

IV. _____

<u>RECEIPT POINT</u>	<u>MDRO</u>	<u>MAXIMUM DELIVERY</u> <u>PRESSURE</u>
----------------------	-------------	--

Transco Lower Mud Run 48,000 Dth/d
North A

III. PRIMARY DELIVERY POINT(S):

<u>DELIVERY POINT</u>	<u>MDDO</u>	<u>MINIMUM DELIVERY</u> <u>PRESSURE</u>
-----------------------	-------------	--

UGI Easton Road 48,000 Dth/d

~~H.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 (%).

Signed for Identification

Adelphia: _____

Shipper: _____

Supersedes Appendix 1 Dated _____

Signed for Identification

Adelphia: _____

Shipper: _____

Supersedes Appendix 1 Dated _____

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

Calpine Energy Services, LP (“Shipper”)
FTS-CAL-0102

Dated _____, 2025

~~[DISCOUNT RATES] or [NEGOTIATED RATES]:~~

RESERVATION RATE:

\$0.2280 /Dth/day of MDQ (January 1, 2026 through December 31, 2026)

\$0.2000 / Dth/day of MDQ (January 1, 2027 through March 31, 2035)

USAGE RATE: Maximum Recourse Usage Rates in effect from time to time.

OTHER CHARGES AND SURCHARGES: Shipper shall be responsible for (1) the ACA surcharge, and (2) any charge or surcharge that applies to service under Rate Schedule FTS.

FUEL AND LOST AND UNACCOUNTED FOR GAS: Shipper agrees to provide Fuel and Lost and Unaccounted for Gas in the amount specified in the statement of rates applicable to Rate Schedule FTS from time to time.

RIGHT OF FIRST REFUSAL: Adelphia and Shipper agree that this Agreement shall qualify as a “ROFR Agreement” as defined in the General Terms and Conditions of Adelphia’s FERC Gas Tariff.

Signed for Identification

Adelphia: _____

Shipper: _____

Supersedes Appendix 2 Dated _____

Clean Service Agreement – FTS-CAL-0103 AG

Date: _____, 2025

Contract No.: FTS-CAL-0103

SERVICE AGREEMENT FOR RATE SCHEDULE FTS

THIS AGREEMENT entered into as of the ___ day of _____ 2025, by and between Adelphia Gateway, LLC, a Delaware limited liability company, hereinafter referred to as “Adelphia,” and Calpine Energy Services, LP, hereinafter referred to as “Shipper.”

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 on January 12, 2026 and shall continue for a term ending on and including March 31, 2035, 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 28 of the General Terms and Conditions of Adelphia's Gas Tariff.

ARTICLE IV
RATE SCHEDULE AND CHARGES

1. Each Month, Shipper shall pay Adelphia for the service hereunder an amount determined in accordance with Adelphia'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 Adelphia'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, Adelphia 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 Adelphia 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 Adelphia'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 Adelphia'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:

Adelphia: Adelphia Gateway, LLC
1415 Wyckoff Road
Wall, New Jersey 07719
Attention: Contract Administration
Facsimile: 848-206-8400
Email: AdelphiaContracts@NJResources.com

Shipper: Calpine Energy Services, LP
Attn: Contract Administration
Fax: 713-830-8751
Email: CommodityContracts@calpine.com

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.

ARTICLE VII
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective _____: NONE
2. [OMITTED]
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 Adelpia 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 Adelpia.
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. Any person or entity which shall succeed by purchase, merger, consolidation or other transaction to the properties of Shipper, or of Pipeline, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Negotiated Rate Agreement without the consent of the other party; provided, however, that neither Shipper nor Adelpia shall otherwise assign or transfer this Negotiated Rate Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other, not to be unreasonably withheld, conditioned, or delayed; provided further, however, that neither Shipper nor Adelpia shall be released from its obligations hereunder without the consent of the other, unless such transfer is to an affiliate of transferor, in which case, no such consent shall be required; and provided that Adelpia shall not withhold its consent to a transfer of this Negotiated Rate Agreement by Shipper to a third party or release of obligations if (a) Adelpia is financially indifferent to the transfer because the transferee meets the credit requirements of Adelpia's FERC Gas Tariff; and (b) if FERC grants a waiver application filed by Calpine and/or the transferee in accordance with FERC policy to effectuate such a transfer unless FERC deems a waiver not to be required.
8. 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

* * *

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

SHIPPER:
CALPINE ENERGY SERVICES, LP

ADELPHIA GATEWAY, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX 1
to
FIRM TRANSPORTATION SERVICE AGREEMENT
between
Adelphia Gateway, LLC (“Adelphia”)
and
Calpine Energy Services, LP (“Shipper”)
 FTS-CAL-0103
 Dated _____, 2025

I. MAXIMUM DAILY QUANTITY: 75,000 Dth/d

II. PRIMARY RECEIPT POINT(S):

<u>RECEIPT POINT</u>	<u>MDRO</u>	<u>MAXIMUM DELIVERY PRESSURE</u>
Tetco QuakerTown	75,000 Dth/d	

III. PRIMARY DELIVERY POINT(S):

<u>DELIVERY POINT</u>	<u>MDDO</u>	<u>MINIMUM DELIVERY PRESSURE</u>
UGI Easton Road	75,000 Dth/d	

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 (%).

Signed for Identification

Adelphia: _____

Shipper: _____

Supersedes Appendix 1 Dated _____

APPENDIX 2
to
FIRM TRANSPORTATION SERVICE AGREEMENT
between
Adelphia Gateway, LLC (“Adelphia”)
and
Calpine Energy Services, LP (“Shipper”)
FTS-CAL-0103
Dated _____, 2025

NEGOTIATED RATES:

RESERVATION RATE: \$0.20 / Dth/day of MDQ

USAGE RATE: Maximum Recourse Usage Rate in effect from time to time.

OTHER CHARGES AND SURCHARGES: Shipper shall be responsible for (1) the ACA surcharge, and (2) any charge or surcharge that applies to service under Rate Schedule FTS.

FUEL AND LOST AND UNACCOUNTED FOR GAS: Shipper agrees to provide Fuel and Lost and Unaccounted for Gas in the amount specified in the statement of rates applicable to Rate Schedule FTS from time to time.

RIGHT OF FIRST REFUSAL: Adelphia and Shipper agree that this Agreement shall qualify as a “ROFR Agreement” as defined in the General Terms and Conditions of Adelphia’s FERC Gas Tariff.

Signed for Identification

Adelphia: _____

Shipper: _____

Supersedes Appendix 2 Dated _____

Redline Service Agreement - FTS-CAL-0103 AG

Date: _____, 2025

Contract No.: FTS-CAL-0103

SERVICE AGREEMENT FOR RATE SCHEDULE FTS

Date: _____,

Contract No. _____

SERVICE AGREEMENT

THIS AGREEMENT entered into as of the _____ day of _____, 20_____, 2025, by and between Adelphia Gateway, LLC, a Delaware limited liability company (“Adelphia”), hereinafter referred to as “Adelphia,” and [_____], a [_____], Calpine Energy Services, LP, 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~~ARTICLE I
TRANSPORTATION SERVICE

1. ~~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. ~~2.~~—Subject to the terms and provisions of this Agreement, Shipper may on any Gas Day cause Gas to be ~~Tendered~~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~~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. ~~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

ARTICLE II
POINTS OF RECEIPT/DELIVERY

1. ~~1.~~—On each Day during the term specified in Article III,

- a. ~~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. ~~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. ~~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. ~~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~~

ARTICLE III
TERM OF AGREEMENT

1. ~~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], on January 12, 2026 and shall continue for a term ending on and including March 31, 2035, and from year to year thereafter unless terminated by either party upon the provision of one (1) year prior written notice.~~
2. ~~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 ~~1~~28 of the General Terms and Conditions of Adelphia's Gas Tariff.

~~ARTICLE~~ARTICLE IV
RATE SCHEDULE AND CHARGES

1. ~~1.~~ Each Month, Shipper shall pay Adelphia for the service hereunder an amount determined in accordance with Adelphia'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 Adelphia'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. ~~a.~~ Rates and Charges
- b. ~~b.~~ Additional charges which are applicable.

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

- 2. ~~2.~~ It is further agreed that Adelphia 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 Adelphia'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 Adelphia's filing in whole or in part.

~~ARTICLE~~

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:

Adelphia: Adelphia Gateway, LLC
~~{Address}~~
~~Attention: {Commercial Operations}~~
~~Facsimile: {insert fax number}~~
~~Email: {insert email address}~~ 1415 Wyckoff Road

~~Shipper:~~ _____
~~{Address}~~

Wall, New Jersey 07719
~~Attention: {Commercial Operations}~~

Contract Administration
Facsimile: ~~[insert fax number]~~
848-206-8400
Email: AdelphiaContracts@NJResources.com ~~[insert email address]~~

Shipper: Calpine Energy Services, LP
Attn: Contract Administration
Fax: 713-830-8751
Email: CommodityContracts@calpine.com ~~ARTICLE~~

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~~ ARTICLE
VII
MISCELLANEOUS

1. ~~1.~~—This Agreement supersedes and cancels the following contract between the parties hereto effective _____: _____ [If none, insert “None”] _____: 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.~~ _____
- ~~2.~~ [OMITTED]

~~2.~~ 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.

~~3.4.~~ ~~4.~~—Shipper agrees to indemnify and hold Adelpia 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.

~~4.5.~~ ~~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 Adelpia.

~~5.6.~~ ~~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.~~—

7. Any person or entity which shall succeed by purchase, merger, consolidation or other transaction to the properties of Shipper, or of Pipeline, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Negotiated Rate Agreement without the consent of the other party; provided, however, that neither Shipper nor Adelpia shall otherwise assign or transfer this Negotiated Rate Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other, not to be unreasonably withheld, conditioned, or delayed; provided further, however, that neither Shipper nor Adelpia shall be released from its obligations hereunder without the consent of the other, unless such transfer is to an affiliate of transferor, in which case, no such consent shall be required; and provided that Adelpia shall not withhold its consent to a transfer of this Negotiated Rate Agreement by Shipper to a third party or release of obligations if (a) Adelpia is financially indifferent to the transfer because the transferee meets the credit requirements of Adelpia's FERC Gas Tariff; and (b) if FERC grants a waiver application filed by Calpine and/or the transferee in accordance with FERC policy to effectuate such a transfer unless FERC deems a waiver not to be required.

~~6.8.~~ 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]~~

~~* * *~~

NONE

~~* * *~~

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

SHIPPER: _____ Adolphia 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):

RECEIPT
POINTSHIPPER:
CALPINE ENERGY SERVICES, LP

MDRO
ADELPHIA GATEWAY, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX 1
to
FIRM TRANSPORTATION SERVICE AGREEMENT
between III.
Adelphia Gateway, LLC (“Adelphia”)
and
Calpine Energy Services, LP (“Shipper”)
FTS-CAL-0103
Dated _____, 2025

I. MAXIMUM DAILY QUANTITY: 75,000 Dth/d

~~I.II.~~ PRIMARY DELIVERY/RECEIPT POINT(S):

<u>DELIVERY POINT</u>	<u>MDDO</u>	<u>MINIMUM DELIVERY PRESSURE</u>
-----------------------	-------------	----------------------------------

IV. _____

<u>RECEIPT POINT</u>	<u>MDRO</u>	<u>MAXIMUM DELIVERY PRESSURE</u>
----------------------	-------------	----------------------------------

<u>Tetco QuakerTown</u>	<u>75,000 Dth/d</u>	
-------------------------	---------------------	--

III. PRIMARY DELIVERY POINT(S):

<u>DELIVERY POINT</u>	<u>MDDO</u>	<u>MINIMUM DELIVERY PRESSURE</u>
-----------------------	-------------	----------------------------------

<u>UGI Easton Road</u>	<u>75,000 Dth/d</u>	
------------------------	---------------------	--

~~H.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 (%).

Signed for Identification

Adelphia: _____

Shipper: _____

Supersedes Appendix 1 Dated _____

Signed for Identification

Adelphia: _____

Shipper: _____

Supersedes Appendix 1 Dated _____

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

Calpine Energy Services, LP (“Shipper”)
FTS-CAL-0103

Dated _____, 2025

~~[DISCOUNT RATES]~~ or [NEGOTIATED RATES]:

RESERVATION RATE: \$0.20 / Dth/day of MDQ

USAGE RATE: Maximum Recourse Usage Rate in effect from time to time.

OTHER CHARGES AND SURCHARGES: Shipper shall be responsible for (1) the ACA surcharge, and (2) any charge or surcharge that applies to service under Rate Schedule FTS.

FUEL AND LOST AND UNACCOUNTED FOR GAS: Shipper agrees to provide Fuel and Lost and Unaccounted for Gas in the amount specified in the statement of rates applicable to Rate Schedule FTS from time to time.

RIGHT OF FIRST REFUSAL: Adelphia and Shipper agree that this Agreement shall qualify as a “ROFR Agreement” as defined in the General Terms and Conditions of Adelphia’s FERC Gas Tariff.

Signed for Identification

Adelphia: _____

Shipper: _____

Supersedes Appendix 2 Dated _____