

Sorana Linder
Director, Regulated Services

September 6, 2016

Ms. Kimberly D. Bose
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

Re: *Columbia Gas Transmission, LLC*, Docket No. RP16-____-000
Negotiated Rate, Non-Conforming Agreement and Request for Waiver

Dear Ms. Bose:

In accordance with Part 154 of the Federal Energy Regulatory Commission's ("FERC" or "the Commission") regulations¹ and Section 46.11 of the General Terms and Conditions ("GTC") of its FERC Gas Tariff, Fourth Revised Volume No. 1, Columbia Gas Transmission, LLC ("Columbia") hereby submits for Commission review and approval the negotiated rate and non-conforming amendments to the following service agreement:

FTS Service Agreement No. 180604
Between Columbia Gas Transmission, LLC and
Eclipse Resources Marketing, LP
Dated August 31, 2016

In addition, Columbia submits for filing the following revised tariff section, with a proposed effective date of October 1, 2016:

<u>Part</u>	<u>Version</u>	<u>Title</u>
VIII.12	29.0.0	Non-Conforming Service Agreement

Finally, Columbia submits for filing the following revised tariff section for inclusion in its FERC Gas Tariff, Original Volume No. 1.1 tariff, with a proposed effective date of October 1, 2016:

<u>Part</u>	<u>Version</u>	<u>Title</u>
1	40.0.0	Table of Contents
4.30	0.0.0	Service Agreement No. 180604 – Eclipse Resources Marketing, LP

Statement of Nature, Basis and Reasons

On December 30, 2015, Columbia received authorization pursuant to Section 7(c) of the NGA and Part 157 of the Commission's regulations to construct its Utica Access Project (the "Project"), an approximately 5-mile-long, 24-inch-diameter lateral pipeline that will extend from Dominion Transmission Inc.'s ("DTI") Cornwell compressor station in Kanawha County, West Virginia, to Columbia's

¹ 18 C.F.R. Part 154 (2015).

existing line in Clay County, West Virginia.² The proposed Utica Access Project will enable Columbia to receive gas from Dominion's system and transport it to Columbia's existing mainline facilities to provide 205,000 Dth per day of firm transportation service that includes upstream transportation on Dominion's system.

Columbia anticipates placing the Project in service on October 1, 2016. The service agreement submitted herein (the "Eclipse Agreement") facilitates service on the Project and contains negotiated rates and non-conforming provisions; therefore, Columbia is filing and requesting that the Commission approve the Eclipse Agreement with an effective date of October 1, 2016.

I. Negotiated Rate

The Commission's Negotiated Rate Policy Statement requires that pipelines provide "a detailed narrative outlining the terms of its negotiated contract, the manner in which such terms differ from its form of service agreement..."³ In accordance with this directive and pursuant to Section 46 of the GTC of Columbia's Tariff, Columbia informs the Commission that Columbia and Eclipse Resources Marketing, LP ("Eclipse") have agreed to the following negotiated rate:

Section 3 (Rates) of the Eclipse Agreement states:

Shipper, having been apprised of the availability of a maximum recourse reservation rate for service under this Agreement, has elected to pay a formulaic daily negotiated reservation rate, as set forth below:

\$0.395 per Dth, provided, however that during any period that the DTI Capacity has been released to Shipper, the rate shall be equal to \$0.395 per Dth less the lower of \$0.18 per Dth or the maximum capacity release rate applicable to the DTI Capacity and shall apply during the Initial Term (and any applicable Extended Term) of this Service Agreement.

In addition to the negotiated reservation rate, Shipper shall also pay: (a) all commodity charges applicable to service under Rate Schedule FTS; (b) all demand and commodity surcharges applicable to service under Rate Schedule FTS, including the Capital Cost Recovery Mechanism surcharge, as well as the fuel retention applicable to the Rate Schedule FTS, as such may change from time to time; and (c) all applicable demand and commodity surcharges and fuel retention applicable to the DTI Capacity.

Consistent with the Commission's Negotiated Rate Policy Statement,⁴ Columbia has delineated the differences between the negotiated contractual terms in the service agreements and Columbia's form of service agreement in a marked version of the *pro forma* service agreement. Columbia respectfully requests that the Commission accept the negotiated rate to become effective October 1, 2016.

II. Non-conforming Provisions

Section 154.112(b) of the Commission's regulations states that "[c]ontracts for service pursuant to [18 C.F.R. part 284] that deviate in any material aspect from [a pipeline's] form of service agreement must be filed."⁵ In *Columbia Gas Transmission Corp.*, the Commission clarified that a material deviation is contractual language that goes beyond the filling-in of the blank spaces in the *pro forma* service agreement

² *Dominion Transmission, Inc.; Columbia Gas Transmission, LLC*, 153 FERC 61,382 (2015).

³ *Natural Gas Pipelines Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134, at P 33 (2003).

⁴ *Id.* P 32-33.

⁵ 18 C.F.R. § 154.112(b).

and that affects the substantive rights of the parties.⁶ The Commission determined that material deviations from the *pro forma* service agreement in a pipeline's applicable tariff fall into two general categories—those that must be prohibited because they present a significant potential for discrimination among shippers and those that can be permitted without substantial risk of discrimination.⁷ Columbia submits that all of the provisions of the Eclipse Agreement are either: (1) consistent with Columbia's Tariff and therefore not materials deviations; or (2) permissible deviations that do not pose a threat of undue discrimination. Columbia also informs the Commission that Columbia and Eclipse have agreed to the following non-conforming provisions:

a. Term Extension

The Eclipse Agreement contains a non-conforming provision in Section 2 (Term) stating that Eclipse has the right, subject to certain conditions, to extend the term of their service agreement for two successive 5 year terms. Columbia's Tariff provides that Columbia and a shipper have the right to renegotiate any of the terms of a long-term service agreement, including the rates to be charged, prior to the expiration of its term in exchange for the shipper's agreement to extend the use of at least part of its capacity.⁸ Consistent with the Tariff, the above Section 2 of the Eclipse Agreement gives Eclipse, as an anchor shipper on the Project, the right to mutually agree with Columbia to extend the term of the service agreement. All shippers on Columbia's system have a similar right; therefore, the non-conforming provision does not confer any benefits on Eclipse that are not available to all shippers. The Commission has allowed Columbia to include similar provisions in service agreements allowing a shipper the right to extend the term of the service agreement.⁹ Accordingly, the Commission should accept this non-conforming provision consistent with the above reasoning and its prior orders.

b. Capacity Release

In accordance with Section 47 of the GTC of Columbia's Tariff, Columbia requested and received Commission authorization to acquire 205,000 Dth per day of capacity from DTI (the "DTI Capacity").¹⁰ The DTI Capacity is an integral part of an expansion project, enabling the transportation of Eclipse's gas from DTI's existing Boltz Hill receipt point to points on Columbia's system. Columbia's obligation to release the DTI Capacity to Eclipse is memorialized in Section 7 (Capacity Release) of the Eclipse Agreement. The inclusion of this provision highlights that the DTI Capacity is a necessary component of Columbia's commitment to provide service on the expansion facilities. The provision does not pose a substantial risk of discrimination because Section 47 of the GTC of Columbia's Tariff is generally applicable and permits Columbia to release capacity it holds on off-system pipelines. The language contained within Section 7 is consistent with Columbia's tariff and Commission policy related to the mechanics of pipelines releasing their off-system capacity.¹¹ The ability to release off-system capacity is already contained within Columbia's tariff, and the capacity will be released pursuant to the Commission's § 284.8 capacity release regulations (as well as DTI's tariff). The Commission should view Section 7 of the Eclipse agreement as a permissible deviation from the *pro forma* service agreement.

⁶ 97 FERC ¶ 61,221, at 62,002 (2001).

⁷ *Id.* at 62,003.

⁸ Columbia Tariff GTC at 4.1(b)(2).

⁹ *Columbia Gas Transmission, LLC*, Docket No. RP16-1000-000, Letter Order (June 24, 2016); *Columbia Gas Transmission, LLC*, Docket No. RP10-828-000, Letter Order (July 6, 2010).

¹⁰ As noted in Columbia's Utica Access certificate application and order, Columbia will not seek recovery of the cost of transporting gas on DTI's system from its transmission customers. *Dominion Transmission, Inc.; Columbia Gas Transmission, LLC*, 153 FERC ¶ 61,382 at P 45 (2015).

¹¹ *See Columbia Gas Transmission, LLC*, 131 FERC ¶ 61,093 at P 34 (2010) (discussing that "it is consistent with Commission policy to permit pipelines acquiring off-system capacity to release that capacity pursuant to the Commission's § 284.8 capacity release regulations and the provisions of the off-system pipeline's tariff in the same manner as any other holder of capacity on the off-system pipeline.")

III. Request for Waivers

Eclipse Resources Corporation has several wholly owned subsidiaries, which include Eclipse Resources I, LP and Eclipse Resources Marketing, LP. Columbia initially executed an FTS service agreement related to the Project with Eclipse Resources I, LP on January 21, 2016. In between the execution of that FTS service agreement and the instant filing, Eclipse Resources I, LP requested a permanent release to Eclipse Resources Marketing, LP to ensure consistency within the companies' internal business structure.¹² To facilitate this permanent release at a negotiated rate above Columbia's maximum tariff rate, Columbia respectfully requests a temporary waiver of § 284.8 of the Commission's regulations, i.e. the prohibition on exceeding the maximum rate and the requirements for competitive bidding.¹³ Additionally, Columbia requests waiver from the prohibition on tying, Section 14 of the GT&C of Columbia's tariff, and to the extent necessary, any other policy or provision that the Commission deems necessary to effectuate the permanent release.

The Commission routinely grants similar waiver requests and most recently granted a waiver request for a permanent release for an analogous situation wherein the release would streamline the division of duties between two affiliated entities.¹⁴ In granting these waivers, the Commission reviews whether the release at issue will permit the subject capacity to continue to be used for the same purpose for which it was originally purchased, that the waiver is both limited in scope and temporary in time frame, and that the transaction will be conducted in a manner that does not harm any third parties.¹⁵ In this instance, the capacity remains within the same corporate family to serve its original intended purpose, the waiver is limited to the requested effective date of the service agreement (October 1, 2016), and the transfer will be at the negotiated rate to render Columbia financially indifferent to the release. And, because the release is at above maximum rates, there is no attempt to circumvent the Commission's policies regarding the bidding of released capacity. Therefore, Columbia respectfully requests that the Commission grant the requested waiver.

Columbia respectfully requests that the Commission waive the 30-day prior notice requirement set forth in Section 154.207 of the Commission's regulations,¹⁶ to permit the Eclipse Agreement to become effective on October 1, 2016 as proposed. The Project was ready to be placed in service earlier than anticipated, and, due to administrative delays, Columbia was unable to file on September 1, 2016 as planned. Therefore, Columbia is filing on September 6, 2016, and Columbia requests that the Eclipse Agreement become effective on October 1, 2016. Finally, Columbia respectfully requests that the Commission grant any other waivers that it may deem necessary to accept the Eclipse Agreement effective October 1, 2016.

Motion

Pursuant to Section 154.7(a)(9) of the Commission's regulations, Columbia moves to place the proposed tariff records into effect at the requested effective date of October 1, 2016.

¹² Eclipse Resources I, LP is the production and drilling subsidiary, while Eclipse Marketing, LP is the subsidiary that manages natural gas transportation.

¹³ The Eclipse entities have authorized Columbia to make this request on their behalf to in order to effectuate the permanent release.

¹⁴ *MMGS, Inc. Mitsui & Co. Cameron LNG Sales, Inc.*, 154 ¶ FERC P 10 (2016). See also, *Twin Eagle Resource Management, LLC*, 151 FERC ¶ 61,217 (2015); *Hess Corp.*, 150 FERC ¶ 61,192 (2015); *Salmon Res. LTD*, 138 FERC

Material Submitted Herewith

In accordance with Section 157(a)(1) of the Commission's regulations, the following material is submitted herewith:

- (1) The proposed revised tariff sections being filed;
- (2) A marked version of the revised tariff sections in accordance with Section 154.201(a) of the Commission's regulations; and
- (3) A copy of the agreement, as well as a marked version showing the changes from Columbia's *pro forma* FTS service agreement.

Posting and Certification of Service

Pursuant to Sections 154.2(d), 154.7(b), and 154.208(b) of the Commission's regulations, a copy of this tariff filing is being served to all of Columbia's existing customers, and affected state commissions. A copy of this filing is also available for public inspection during regular business hours in a convenient form and place at Columbia's offices at 5151 San Felipe, Suite 2400, Houston, Texas, 77056.

Service on Columbia Gas

It is requested that a copy of all communications, correspondence and pleadings with respect to this filing be sent to:

*Sorana Linder, Director, Regulated Services
Columbia Gas Transmission, LLC
5151 San Felipe, Suite 2400
Houston, Texas 77056
Phone: (713) 386-3776
Email: slinder@cpg.com

*William A. Sala, Jr., Senior Counsel
Columbia Gas Transmission, LLC
5151 San Felipe, Suite 2400
Houston, Texas 77056
Phone: (713) 386-3743
Email: tsala@cpg.com

*Persons designated for official service pursuant to Rule 2010.

¶ 61,059 (2012); *Wis. Elec. Power Co.*, 131 FERC ¶ 61,104 (2010); *EnergyMark, LLC*, 130 FERC ¶ 61,059 (2010); *Sequent Energy Mgmt., L.P.*, 129 FERC ¶ 61,188 (2009); *Bear Energy LP*, 123 FERC ¶ 61,219 (2008).


¹⁵ See e.g., *Big Sandy Pipeline, LLC*, 141 FERC ¶ 61,151 (2012); *Distrigas of Massachusetts LLC*, 135 FERC ¶ 61,028, at P 19 (2011); *North Baja Pipeline, LLC*, 128 FERC ¶ 61,082 at P 14 (2010); *Algonquin Gas Transmission, LLC*, 112 FERC ¶ 61,262 (2005).

¹⁶ 18 C.F.R. § 154.207 (2016).

Conclusion

Pursuant to Section 385.2005 and Section 385.2011(c)(5) of the Commission's regulations, the undersigned certified that: (1) she has read the filing and knows its contents; (2) the contents are true to the best of her knowledge and belief; and (3) the undersigned possesses full power and authority to sign the filing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Sorana Linder', with a long horizontal flourish extending to the right.

Sorana Linder
Director, Regulated Services

Enclosures

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

Section 4.30
Non-Conf Neg Rate Svc Agmts
Version 0.0.0

Non-Conforming Service Agreement No.
180604

Eclipse Resources Marketing, LP

Agreement Effective Date: October 1, 2016

Issued: September 6, 2016

Effective: October 1, 2016

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 31st day of August, 2016, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and ECLIPSE RESOURCES MARKETING, LP ("Shipper").

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

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission. To effectuate Shipper's transportation, Transporter has acquired off-system capacity (approved by the Commission by Order issued December 30, 2015; 153 FERC ¶ 61,382 P 45) ("DTI Capacity") on Dominion Transmission Inc. ("DTI"), in addition to the transportation service to be rendered by Transporter.

Section 2. Term. This Agreement shall be effective on the date that all of Transporter's Utica Access Project facilities necessary to provide firm transportation service to Shipper have been commissioned, tested, and are ready for service as determined in Transporter's discretion, currently estimated to be October 1, 2016, and shall remain in full force and effect for a term of fifteen (15) years from the in-service date ("Initial Term"). Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

At end of the Initial Term, Shipper shall have the right to extend its Service Agreement for the 205,000 Dth/day for two (2) successive five year terms (each an "Extended Term"), exercisable no later than fourteen (14) months prior to the expiration of the Initial Term or applicable Extended Term at the same rates and commercial terms contained herein.

Section 3. Rates. Shipper, having been apprised of the availability of a maximum recourse reservation rate for service under this Agreement, has elected to pay a formulaic daily negotiated reservation rate, as set forth below:

\$0.395 per Dth, provided, however that during any period that the DTI Capacity has been released to Shipper, the rate shall be equal to \$0.395 per Dth less the lower of \$0.18 per Dth or the maximum capacity release rate applicable to the DTI Capacity and shall apply during the Initial Term (and any applicable Extended Term) of this Service Agreement.

In addition to the negotiated reservation rate, Shipper shall also pay: (a) all commodity charges applicable to service under Rate Schedule FTS; (b) all demand and commodity surcharges applicable to service under Rate Schedule FTS, including the Capital Cost Recovery Mechanism surcharge, as well as the fuel retention applicable to the Rate Schedule FTS, as such may change from time to time; and (c) all applicable demand and commodity surcharges and fuel retention applicable to the DTI Capacity.

Shipper shall have full secondary receipt and delivery point access at no incremental charge.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Customer Services and notices to Shipper shall be addressed to it at Eclipse Resources Marketing, LP, 2121 Old Gatesburg Rd., Suite 110, State College, PA, 16803, Attention: Head of Marketing, until changed by either party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): N/A.

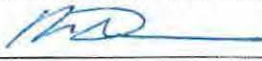
Section 6. Credit Annex. The credit requirements appended hereto as Attachment A are incorporated herein by reference with full force and effect and are made a part of this Service Agreement as though restated herein verbatim.

Section 7. Capacity Release. Transporter intends to release the DTI Capacity to Shipper according to the requirements and restrictions of DTI's FERC Gas Tariff via DTI's electronic bulletin board system. Shipper shall accept all temporary releases of DTI Capacity from Transporter at the applicable DTI currently effective maximum rate during the terms of Shipper's Agreement with Transporter. Pursuant to the DTI FERC Gas Tariff, Shipper shall fulfill all obligations and responsibilities required in the DTI tariff.

Transporter shall release the DTI Capacity on a basis that is recallable under DTI's tariff only in the event that Shipper is in breach of the Service Agreement, credit requirements in Attachment A, or is in violation of the capacity release terms or violates DTI's FERC Gas Tariff, and has failed to cure such breach or violation within 15 (fifteen) business days of notice of such breach or violation. Shipper shall maintain the right to re-release the DTI Capacity released to it by Transporter.

If Transporter loses access to the DTI Capacity due to termination of the service agreement between Transporter and DTI under which such capacity is provided, and Transporter is unable to continue to provide service to Shipper from the primary receipt point noted in Appendix A to the primary delivery point, then Shipper shall have the right to terminate this Service Agreement, which termination shall be without liability or access to any other remedies between Transporter and Shipper.

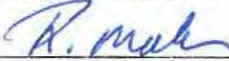
ECLIPSE RESOURCES MARKETING, LP

By 

Title Executive Vice President and
Chief Financial Officer

Date August 31, 2016

COLUMBIA GAS TRANSMISSION, LLC

By 

Title Russell A. Mahan

Date Vice President
8/31/16

TS

Appendix A to Service Agreement No. 180604
 Under Rate Schedule FTS
 between Columbia Gas Transmission, LLC ("Transporter")
 and Eclipse Resources Marketing, LP ("Shipper")

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
1/	1/	205,000	1/1-12/31

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Minimum Receipt Pressure Obligation (psig)</u>	<u>Recurrence Interval</u>
1/	1/	2/ EB495	2/ Boltz Hill	TBD	TBD	205,000	3/	1/1-12/31

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Delivery Obligation (Dth/day) 1/</u>	<u>Design Daily Quantity (Dth/day) 3/</u>	<u>Minimum Delivery Pressure Obligation (psig) 3/</u>	<u>Recurrence Interval</u>
1/	1/	P10	TCO Pool	P10	TCO Pool	205,000			1/1-12/31

- 1/ Per Section 2 of the Service Agreement.
- 2/ During periods when Transporter has released to Shipper the DTI Capacity, Shipper's primary receipt point shall be the new Transporter interconnect point with DTI near DTI's Cornwell compressor station located in Kanawha County, West Virginia.
- 3/ Application of MDDOs, DDQs and ADQs, minimum pressure and/or hourly flowrate shall be as follows:

The Master List of Interconnects ("MLI") as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

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

Yes No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Yes No (Check applicable blank) All gas shall be delivered at existing points of interconnection within the MDDOs, ADQs and/or DDQs, as applicable, set forth in Transporter's currently effective Rate Schedule ___ Service Agreement No. ___ Appendix A with Shipper, which are incorporated herein by reference.

Yes No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.

Yes No (Check applicable blank) This Service Agreement covers off-system capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this off-system capacity are limited as provided for in General Terms and Conditions Section 47.

ECLIPSE RESOURCES MARKETING, LP

By [Signature]
Title FVP & CFO
Date 8/31/16

COLUMBIA GAS TRANSMISSION, LLC

By [Signature] TS
Title VICE PRESIDENT
Date 8/31/16

REDLINE FROM *PRO FORMA*
SERVICE AGREEMENT

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

Section 4.30
Non-Conf Neg Rate Svc Agmts
Version 0.0.0

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At end of the Initial Term, Shipper shall have the right to extend its Service Agreement for the 205,000 Dth/day for two (2) successive five year terms (each an "Extended Term"), exercisable no later than fourteen (14) months prior to the expiration of the Initial Term or applicable Extended Term at the same rates and commercial terms contained herein.

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Transporter shall release the DTI Capacity on a basis that is recallable under DTI's tariff only in the event that Shipper is in breach of the Service Agreement, credit requirements in Attachment A, or is in violation of the capacity release terms or violates DTI's FERC Gas Tariff, and has failed to cure such breach or violation within 15 (fifteen) business days of notice of such breach or violation. Shipper shall maintain the right to re-release the DTI Capacity released to it by Transporter.

If Transporter loses access to the DTI Capacity due to termination of the service agreement between Transporter and DTI under which such capacity is provided, and Transporter is unable to continue to provide service to Shipper from the primary receipt point noted in Appendix A to the primary delivery point, then Shipper shall have the right to terminate this Service Agreement, which termination shall be without liability or access to any other remedies between Transporter and Shipper.

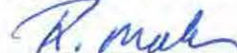
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By 

Title Executive Vice President and
Chief Financial Officer

Date August 31, 2016

COLUMBIA GAS TRANSMISSION, LLC

By 

Title Russell A. Mahan

Date Vice President
8/31/16

TS

Appendix A to Service Agreement No. 180604
 Under Rate Schedule FTS
 between Columbia Gas Transmission, LLC ("Transporter")
 and Eclipse Resources Marketing, LP ("Shipper")

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
1/	1/	205,000	1/1-12/31

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Minimum Receipt Pressure Obligation (psig)</u>	<u>Recurrence Interval</u>
1/	1/	2/ EB495	2/ Boltz Hill	TBD	TBD	205,000	3/	1/1-12/31

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Delivery Obligation (Dth/day)</u> 1/	<u>Design Daily Quantity (Dth/day)</u> 3/	<u>Minimum Delivery Pressure Obligation (psig)</u> 3/	<u>Recurrence Interval</u>
1/	1/	P10	TCO Pool	P10	TCO Pool	205,000			1/1-12/31

- 1/ Per Section 2 of the Service Agreement.
- 2/ During periods when Transporter has released to Shipper the DTI Capacity, Shipper's primary receipt point shall be the new Transporter interconnect point with DTI near DTI's Cornwell compressor station located in Kanawha County, West Virginia.
- 3/ Application of MDDOs, DDQs and ADQs, minimum pressure and/or hourly flowrate shall be as follows:

The Master List of Interconnects ("MLI") as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

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

Yes No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Yes No (Check applicable blank) All gas shall be delivered at existing points of interconnection within the MDDOs, ADQs and/or DDQs, as applicable, set forth in Transporter's currently effective Rate Schedule ___ Service Agreement No. ___ Appendix A with Shipper, which are incorporated herein by reference.

Yes No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.

Yes No (Check applicable blank) This Service Agreement covers off-system capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this off-system capacity are limited as provided for in General Terms and Conditions Section 47.

ECLIPSE RESOURCES MARKETING, LP

By [Signature]
Title FVP & CFO
Date 8/31/16

COLUMBIA GAS TRANSMISSION, LLC

By [Signature] TS
Title VICE PRESIDENT
Date 8/31/16

**CLEAN
TARIFF SECTIONS**

**REFERENCE TO CUSTOMERS HAVING NON-CONFORMING SERVICE AGREEMENTS
 PURSUANT TO SECTION 154.112(B) OF THE COMMISSION'S REGULATIONS:**

<u>Customer</u>	<u>Rate Schedule</u>	<u>Contract No.</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Docket No.</u>
Virginia Power Energy Services Corp.	NTS	71024	7/1/2013	10/31/2019	RP13-912
Columbia Gas of Kentucky, Inc.	SST	80160	11/1/2004	3/31/2020	RP05-21
Stand Energy Corporation	SST	92527	4/02/2007	3/31/2013	RP07-350
EQT Energy, LLC	FTS	10242	8/1/2009	3/31/2020	RP09-863
Ohio Power Company	NTS	70691	6/15/2001	9/30/2021	RP10-828
New Jersey Natural Gas Company	FTS	38109	11/1/1993	10/31/2024	RP10-964
City of Charlottesville, VA	FTS	38124	11/1/1993	10/31/2014	RP10-964
UGI Utilities, Inc.	FTS	78653	5/15/2004	10/31/2029	RP10-987
Chevron Natural Gas, a division of Chevron U.S.A. Inc.	FTS	29066	7/12/2011	2/28/2014	RP13-571
ISG Acquisition, Inc.	FTS	23252	5/1/2011	4/30/2014	RP13-571
ChevronTexaco Natural Gas, a Division of Chevron U.S.A., Inc.	ITS	74620	1/1/2003	1/1/2200	RP13-571
Pivotal Utility Holding, Inc. dba Elizabethtown Gas	FTS	92061	11/1/1993	10/31/2020	RP13-571
Columbia Gas of Virginia, Inc.	ITS	38999	11/1/1993	1/1/2200	RP13-571
Stand Energy Corporation	FTS	74865	4/1/2003	3/31/2018	RP13-571
Columbia Gas of Virginia, Inc.	FTS	50473	11/1/1999	10/31/2022	RP13-571
Columbia Gas of Virginia, Inc.	FTS	77309	11/27/2003	10/31/2023	RP13-571
International Paper Company	FTS	62077	11/1/1998	10/31/2013	RP13-571
Virginia Natural Gas, Inc.	SST	60536	11/1/1999	3/31/2021	RP13-571
ISG Acquisition, Inc.	FTS	10163	11/1/2009	10/31/2015	RP13-571
Delmarva Power & Light Company	FTS	49832	11/1/1998	10/31/2013	RP13-571
Delmarva Power & Light Company	FTS	49833	11/1/1999	10/31/2014	RP13-571
T.W. Phillips Gas And Oil Co.	SST	50109	11/1/1997	3/31/2014	RP13-571
T.W. Phillips Gas And Oil Co.	FSS	50110	4/1/1998	3/31/2014	RP13-571

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T.W. Phillips Gas And Oil Co.	SST	50111	10/1/1998	3/31/2014	RP13-571
City of Charlottesville	FSS	50423	4/1/1997	10/31/2014	RP13-571
City of Charlottesville	FSS	50424	4/1/1998	10/31/2014	RP13-571
City of Charlottesville	FSS	50426	4/1/1999	10/31/2014	RP13-571
City of Charlottesville	SST	50427	11/1/1999	10/31/2014	RP13-571
City of Charlottesville	FSS	52982	11/1/1993	10/31/2014	RP13-571
Reynolds Metals Co.	FTS	57520	11/1/1998	10/31/2013	RP13-571
Columbia Gas of Virginia, Inc.	FSS	6798	4/1/2009	3/31/2024	RP13-571
City of Charlottesville	FSS	6890	4/1/2009	3/31/2024	RP13-571
City of Charlottesville	SST	6801	4/1/2009	3/31/2024	RP13-571
Columbia Gas of Virginia, Inc.	SST	6796	4/1/2009	3/31/2024	RP13-571
Easton Utilities Commission	FSS	6799	4/1/2009	3/31/2024	RP13-571
Easton Utilities Commission	SST	6797	4/1/2009	3/31/2024	RP13-571
Washington Gas Light Company	FSS	6802	4/1/2009	3/31/2024	RP13-571
City of Charlottesville, VA	SST	50422	11/1/1997	10/31/2014	RP13-571
City of Charlottesville, VA	SST	50425	11/1/1999	10/31/2014	RP13-571
City of Charlottesville, VA	SST	38029	11/1/1993	10/31/2014	RP13-571
Hard Rock Exploration	FTS	15260	5/17/2010	5/31/2021	RP10-522
Pivotal Utility Holdings, Inc. d/b/a Elizabethtown	NTS	39275	11/1/1993	10/31/2020	RP13-684
Antero Resources Appalachian Corporation	FTS	142047	7/1/2013	10/31/2014	RP13-1020
Virginia Power Services Energy Corp., Inc.	FTS	139080	4/15/2014	4/15/2034	RP14-624
Virginia Power Services Energy Corp., Inc.	NTS	139085	4/15/2014	4/15/2034	RP14-624
City of Richmond	FT-C	155679	09/01/2014	08/31/2034	RP14-1161
Columbia Gas of Virginia, Inc.	FT-C	155684	09/01/2014	08/31/2034	RP14-1161

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Celanese Acetate, LLC	FTS	151487	10/01/2014	09/30/2029	RP14-1243
Range Resources-Appalachia, LLC	FTS	150679	11/01/2014	10/31/2024	RP14-1293
Rice Drilling B LLC	FTS	151489	11/01/2014	10/31/2024	RP14-1293
Texla Energy Management, Inc.	OPT-60	154508	11/01/2014	10/31/2017	RP14-1294
Pacific Summit Energy, LLC	OPT-60	154513	11/01/2014	10/31/2017	RP14-1294
Texla Energy Management, Inc.	OPT-60	154518	11/01/2014	10/31/2017	RP14-1294
Antero Resources Corporation	FTS	149759	11/01/2014	10/31/2024	RP15-47
Antero Resources Corporation	FTS	149760	11/01/2014	03/31/2025	RP15-47
Pacific Summit Energy, LLC	OPT-60	157998	11/01/2014	10/31/2017	RP15-54
Pacific Summit Energy, LLC	OPT-30	160441	01/01/2015	03/31/2016	RP15-271
SWN Energy Services Company, LLC	FTS	161147	10/01/2015	10/01/2025	RP15-1252
SWN Energy Services Company, LLC	FTS	161148	10/01/2015	10/01/2016	RP15-1252
South Jersey Resources Group, LLC	FTS	161144	10/01/2015	09/30/2030	RP15-1253
South Jersey Resources Group, LLC	FTS	163148	10/01/2015	10/31/2017	RP15-1253
Cabot Oil & Gas Corporation	FTS	161137	11/01/2015	10/31/2025	RP15-1253
SWN Energy Services Company, LLC	FTS	145882	10/01/2015	10/31/2015	RP15-1313
Antero Resources Corporation	FTS	168381	11/01/2015	10/31/2017	RP16-26
New Jersey Natural Gas Company	FTS	161129	11/01/2015	10/31/2030	RP16-37
New Jersey Natural Gas Company	NTS	161136	11/01/2015	10/31/2030	RP16-37
South Jersey Gas Company	FTS	161135	11/01/2015	10/31/2030	RP16-37
South Jersey Resources Group, LLC	FTS	169245	11/01/2015	10/31/2019	RP16-37
Kentucky Power Company	FTS	173522	6/1/2016	5/31/2031	RP16-1000
Eclipse Resources Marketing, LP	FTS	180604	10/1/2016	9/30/2031	RP16-

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**MARKED
TARIFF SECTIONS**

**REFERENCE TO CUSTOMERS HAVING NON-CONFORMING SERVICE AGREEMENTS
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Virginia Power Services Energy Corp., Inc.	FTS	139080	4/15/2014	4/15/2034	RP14-624
Virginia Power Services Energy Corp., Inc.	NTS	139085	4/15/2014	4/15/2034	RP14-624
City of Richmond	FT-C	155679	09/01/2014	08/31/2034	RP14-1161
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New Jersey Natural Gas Company	NTS	161136	11/01/2015	10/31/2030	RP16-37
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Section 2.14	Stand Energy Corporation – Contract 74865
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Section 2.17	International Paper Company – Contract No. 62077
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Section 2.22	Delmarva Power & Light Company – Contract No. 49833
Section 2.23	T.W. Phillips Gas And Oil Co. – Contract No. 50109
Section 2.24	T.W. Phillips Gas And Oil Co. – Contract No. 50110
Section 2.25	T.W. Phillips Gas And Oil Co. – Contract No. 50111
Section 2.26	City of Charlottesville – Contract No. 50422
Section 2.27	City of Charlottesville – Contract No. 50423
Section 2.28	City of Charlottesville – Contract No. 50424
Section 2.29	City of Charlottesville – Contract No. 50425
Section 2.30	City of Charlottesville – Contact No. 50426
Section 2.31	City of Charlottesville – Contract No. 50427
Section 2.32	City of Charlottesville – Contract No. 52982
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Section 2.34	City of Charlottesville – Contract No. 6890
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Section 2.36	Texla Energy Management, Inc. – Contract No. 154508
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	Section 2.38	Texla Energy Management, Inc. – Contract No. 154518
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	Section 3.8	Hayden Harper Energy, WV, LLC – Contract No. 15251
	Section 3.9	South Jersey Gas Company – Contract No. 38086
	Section 3.10	Northeast Natural Energy, LLC – Contract No. 131579
	Section 3.11	Rice Drilling B, LLC – Contract No. 131606
	Section 3.12	Berry Energy, Inc. – Contract No. 10232
	Section 3.13	Washington Gas Light – Contract No. 6800
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	Section 3.15	Sequent Energy Management, L.P. – Contract No. 144414
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	Section 3.17	Rice Drilling B LLC – Contract No. 151490
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Section 5. X-Rate Schedule Amendments

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

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

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