

Columbia Gulf Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs
Proposed Effective Date: December 30, 2018
Service Agreement No. 198841 – Kaiser Marketing Appalachian, LLC
Option Code A

FTS-1 SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 29th day of December, 2017, by and between COLUMBIA GULF TRANSMISSION, LLC ("Transporter") and KAISER MARKETING APPALACHIAN, LLC ("Shipper").

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

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive the service in accordance with the provisions of the effective FTS-1 Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Third 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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission herein contained. The maximum obligations of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which the Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. Term. This Agreement shall be effective as of the later of November 1, 2018, or the date that all of both Transporter's Gulf XPress Project and Columbia Gas Transmission, LLC's ("TCO") Mountaineer XPress Project ("MXP") facilities necessary to provide firm transportation service to Shipper have been commissioned, tested, and are ready for service as determined in Transporter's and TCO's discretion (the "Actual In-Service Date") and shall remain in full force and effect for a term of fifteen (15) years ("Initial Term"). Shipper and Transporter agree to avail themselves of the Commission's pre-granted abandonment authority upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's Regulations and Transporter's Tariff.

At the end of the Initial Term, Shipper shall have the right to no more than two successive 5-year extension terms (each an "Extended Term"), each term exercisable no later than twelve (12) months prior to the expiration of the Initial Term and first Extended Term (if applicable), respectively. Any Extended Term must be for a minimum quantity of 300,000 Dth/d and at the same rates and commercial terms contained herein. Provided, however, if Shipper elects to extend the Initial Term at a quantity less than its Initial Term quantity, then such reduced quantity for the first Extended Term shall become the maximum quantity for any second Extended Term. If Shipper elects to extend its service for two Extended Terms, it shall be granted a contractual right of first refusal in accordance with Section 4 of Transporter's Tariff. In addition to the rates applicable to Shipper's Extended Term, Shipper shall pay all surcharges applicable to Rate Schedule FTS-1 that are set forth in the Tariff, without exception, as those surcharges may be

amended, added or modified from time to time.

Section 3. Rates. Shipper shall pay the charges and furnish the Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's minimum rate. Such discounted rate may apply to: (a) specified quantities (contract demand or commodity quantities); (b) specified quantities above or below a certain level or all quantities if quantities exceed a certain level; (c) quantities during specified time periods; (d) quantities at specified points, locations, or other defined geographical areas; (e) that a specified discounted rate will apply in a specified relationship to the quantities actually transported (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually transported); and (f) production and/or reserves committed by the Shipper.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana St., Houston, Texas 77002, Attention: Customer Services and notices to Shipper shall be addressed to it at Kaiser Marketing Appalachian, LLC, 6733 South Yale Avenue, Tulsa, OK 74136, Attention: John Boone, 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.

KAISER MARKETING
APPALACHIAN, LLC
By: Kaiser Midstream, LLC
Its: Manager

By John Boone
Title President
Date 12/29/17

COLUMBIA GULF TRANSMISSION, LLC

By R. Mahan
Title Russell A. Mahan
Vice President
Date 1/5/18

By James R. Eckert
Title Vice President
Date 1/5/18

Legal
ES
1-8-18
Date

Revision No.

Appendix A to Service Agreement No.
Under Rate Schedule FTS-1
between Columbia Gulf Transmission, LLC ("Transporter")
and Kaiser Marketing Appalachian, LLC ("Shipper")

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
1/	1/	330,000	1/1-12/31

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Recurrence Interval</u>
1/	1/	801	Leach	330,000	1/1-12/31

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Recurrence Interval</u>
1/	1/	P2066620	Mainline Pool	330,000	1/1-12/31

1/ Per Section 2 of the Service Agreement

Transporter and Shipper have mutually agreed to the following maximum or minimum pressure commitments:

____ Yes ☒ No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 33 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 as set forth in Section 2 herein.

____ 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.

KAISER MARKETING
APPALACHIAN, LLC
By: Kaiser Midstream, LLC
Its: Manager

By Joan Boons
Title President
Date 12/29/17

COLUMBIA GULF TRANSMISSION, LLC

By R. Mahan
Title Russell A. Mahan
Vice President
Date 1/5/18

By James R. Eckert
Title James R. Eckert
Vice President
Date 1/5/18

Legal
KB
1-8-18
Date

December 29, 2017

Kaiser Marketing Appalachian, LLC
6733 South Yale Avenue
Tulsa, OK 74136
Attention: John Boone

RE: FTS-1 Service Agreement No. 198841

Dear John:

This Negotiated Rate Letter Agreement between Columbia Gulf Transmission, LLC ("Transporter" or "CGT") and Kaiser Marketing Appalachian, LLC ("Shipper"), shall set forth the applicable rates, calculations thereof, and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced Service Agreement. Transporter and Shipper may be referred to individually as a "Party" or collectively as the "Parties".

Shipper and Transporter hereby agree:

1. The "Negotiated Reservation Rates" during the Initial Term for the transportation service provided shall be those rates and terms agreed upon as set forth in Attachment 1 hereto.

Accepted and agreed to this 29th day of December 2017.

Kaiser Marketing Appalachian, LLC
By: Kaiser Midstream, LLC
Its: Manager

By: Jon Boone

Title: President

Date: 12/29/17

Columbia Gulf Transmission, LLC

By: R. Mahan

Russell A. Mahan

Title: Vice President

Date: 1/5/18

By: James R. Eckert

James R. Eckert

Title: Vice President

Date: 1/5/18

Legal

EB

1-8-18

Date

ATTACHMENT 1

NEGOTIATED RESERVATION RATES

Primary Receipt Point(s)*	Primary Delivery Point(s)*	Transportation Demand (Dth/day)	Term	Daily Demand Rate**	Daily Commodity Rate**	Rate Schedule
Leach (meter no. 801)	Mainline Pool (meter no. P2066620)	330,000 Dth/day	15 years from Actual In-Service Date	\$0.20	\$0.00	FTS-1

* Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of CGT's FERC Gas Tariff, at no incremental charge.

** In addition, Shipper shall pay all applicable demand and commodity surcharges specified under Rate Schedule FTS-1, as such may change from time to time.

In addition to the rates above, Shipper will pay the fuel retention applicable to Rate Schedule FTS-1, as such may change from time to time.