## Columbia Gulf Transmission, LLC FERC NGA Gas Tariff **Baseline Tariffs**

Proposed Effective Date: February 28, 2019 Service Agreement No. 198843 – SWN Energy Services Company, LLC Option Code A

## FTS-1 SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this site day of the uncome, by and between COLUMBIA GULF TRANSMISSION, LLC ("Transporter") and SWN ENERGY SERVICES COMPANY, LLC ("Shipper").

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

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive 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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission herein contained.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. <u>Term.</u> This Agreement shall be effective as of the later of November 1, 2018, or the first day of the calendar month following the date when Transporter notifies Shipper, with at least five (5) business days notice, that the transportation capacity subject to this Agreement is deemed by Transporter to be ready for service and the Commission has been notified that the transportation capacity subject to this Agreement is complete and is ready to be placed into service ("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 pregranted 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 extend the Service Agreement for up to two successive five (5) year extension terms (each an "Extended Term"), exercisable by written notice to CGT no later than twelve months prior to the expiration of the Initial Term and first Extended Term, if applicable. The first Extended Term must be for a minimum quantity of 100,000 Dth/d (if Shipper elects to extend capacity) and the MDQ for the second Extended Term, if applicable, may be for any quantity up to, but not exceeding the MDQ for the first Extended Term, if applicable. Any Extended Term will be at the same rates and commercial terms as specified for the Initial Term. For any Extended Term, Shipper shall have the right to move its delivery point capacity from the CGT Interconnect Markets delivery points to the CGT Mainline Pool delivery point such that the total CGT Mainline Pool delivery point capacity may be amended

up to 300,000 Dth/d, and in such case, the negotiated rate shall be \$0.20 per Dth for all extended CGT Mainline Pool delivery point capacity and \$0.25 per Dth for all extended CGT Interconnect Markets delivery point capacity.

Section 3. <u>Rates</u>. Shipper shall pay Transporter the negotiated rates and furnish retainage as set forth in the Negotiated Rate Letter Agreement attached hereto as Exhibit A.

Section 4. <u>Notices</u>. 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 10000 Energy Drive, Spring, TX 77389, Attention: Jason Kurtz, until changed by either party by written notice.

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

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

LLC

SWN ENERGY SERVICES COMPANY,	COLUMBIA GULF TRANSMISSION,
LLC	
By	By Ki Mik
Title	TitleVice President
Date 12-19-17	Date
R bu	By Ow
	Title VP
	Date 1/5/18

# Appendix A to Service Agreement No. 198843 Under Rate Schedule FTS-1 between Columbia Gulf Transmission, LLC ("Transporter") and SWN Energy Services Company, LLC ("Shipper")

## Transportation Demand

	Begin Date		nd ate	Transportation Demand Dth/day	Recurrence Interval
Nov	vember 1, 2018		31, 2033	275,000	1/1-12/31
			Primary Rece	eipt Points	
Begin <u>Date</u> November	End <u>Date</u> October	Measuring Point No.	Measuring Point Name	Maximum Daily Quantity ( <u>Dth/day)</u>	Recurrence <u>Interval</u>
1, 2018	31, 2033	801	Leach	275,000	1/1-12/31
	-		Primary Deliv	very Points	
Begin <u>Date</u> November	End Date October	Measuring Point No.	Measuring Point Name	Maximum Daily Quantity (Dth/day)	Recurrence Interval
1, 2018 November	31, 2033 October	P2095545	Mainline Pool Transco-	125,000	1/1-12/31 1/1-12/31
1, 2018 November	31, 2033 October	478	Evangeline Sonat-	50,000	1/1-12/31
1, 2018 November	31, 2033 October	4078	Shadyside	50,000	1/1-12/31
1, 2018	31, 2033	4118	Florida Gas	50,000	

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

N/A

\_\_\_\_Yes \_X\_ 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.

	Shipper has a contractual right of first refusal equivalent to to time in Section 4 of the General Terms and Conditions of
pursuant to the provisions of General Term	ak) This Service Agreement covers interim capacity sold as and Conditions Section 4. Right of first refusal rights, if a limited as provided for in General Terms and Conditions
SWN ENERGY SERVICES COMPANY, LLC	COLUMBIA GULF TRANSMISSION, LLC
By Com the	By R. Maler
Title Jason Kurtz VP. Marketing & Transportation	TitleVice President
Date 12-19-2017	Date
Cos	
	By Que
	Title VP
	Date 1/5/18
ă.	

## **EXHIBIT A**

December 22 2017

SWN Energy Services Company, LLC 10000 Energy Drive Spring, TX 77389-4954 Attention: Jason Kurtz

RE: FTS-1 Service Agreement No. 198843

First Amendment to Negotiated Rate Letter Agreement

### Dear Jason:

This Negotiated Rate Letter Agreement between Columbia Gulf Transmission, LLC ("Transporter" or "CGT") and SWN Energy Services Company, LLC ("Shipper"), shall set forth the applicable rates, calculations thereof, and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced Service Agreement.

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 B hereto.

Accepted and agreed to this day of	JANUAL	2018
SWN Energy Services Company, LLC		
Ву:		
Title: Jason Kurtz  VP, Marketing & Transportation		
Date: 12-19-2017	BOD	
Columbia Gulf Transmission, LLC		
By: K. Mah		
Title: Vice President		
Date: 1/5/18		
By: Quest		
Title: VP		
Date: 1/5/18		

#### ATTACHMENT B

## 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. P2095545)	125,000 Dth/day	15 years from Actual In-Service Date	\$0.20	Minimum applicable	FTS-1
Leach (meter no. 801)	Transco- Evangeline (meter no. 478)	50,000 Dth/day	15 years from Actual In-Service Date	\$0.25	Minimum applicable	FTS-1
Leach (meter no. 801)	Southern Natural- Shadyside (meter no. 4078)	50,000 Dth/day	15 years from Actual In-Service Date	\$0.25	Minimum applicable	FTS-1
Leach (meter no. 801)	Florida Gas- Lafayette (meter no. 4118)	50,000 Dth/day	15 years from Actual In-Service Date	\$0.25	Minimum applicable	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. Notwithstanding the foregoing, commodity charges will not be assessed on nominations for delivery to the ML Pool-, commonly known as CGT's "Mainline Pool".

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; provided that Shipper will not be required to pay fuel retention on nominations for delivery to the ML Pool, commonly known as CGT's "Mainline Pool".

## AMENDMENT NO. 1 TO NEGOTIATED RATE LETTER AGREEMENT TO FTS-1 SERVICE AGREEMENT NO. 198843

Pursuant to this Amendment No. 1 ("Amendment") to the Negotiated Rate Letter Agreement, dated December 19, 2017, to FTS-1 Service Agreement No. 198843 ("Negotiated Rate Letter Agreement") between Columbia Gulf Transmission, LLC ("Transporter" or "CGT") and SWN Energy Services Company, LLC ("Shipper", and together with CGT the "Parties" and each a "Party"), and in consideration of the mutual premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transporter and Shipper hereby agree as follows, effective March 1, 2019 ("Effective Date"):

1. The chart on Attachment B to the Negotiated Rate Letter Agreement is hereby amended such that the second through fifth rows within the column labeled "Daily Commodity Rate\*\*" each state as follows:

Minimum general system commodity rate under Rate Schedule FTS-1, as such may change from time to time.

- 2. Except as set forth in this Amendment, the terms and provisions of the Negotiated Rate Letter Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Amendment and the terms of the Negotiated Rate Letter Agreement, the terms of this Amendment shall prevail.
- 3. Each Party agrees that a scanned PDF of its signature that is delivered via electronic mail may be regarded as an original signature, and that this Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date.

Columbia Gulf Transmission, LLC	SWN Energy Services Company, LLC
By: Kay lendin	By: Fru By
Name: Kay Bennison	Name: Jason Kurtz VP, Marketing & Transportation
Title: Director, Transportation. Accounting and Contracts	Title:
The sharing and continues	
Ву:	
Name: DEN HOUTE	
Title: DREGGE MARION	