

Columbia Gulf Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs  
Proposed Effective Date: November 1, 2017  
Service Agreement No. 174463 – Kaiser Marketing Appalachian, LLC  
Option Code A

Service Agreement No. 174463  
Revision No. 1

### FTS-1 SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 16<sup>th</sup> day of October, 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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission herein contained.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. Notwithstanding that Transporter anticipates its Rayne XPress Project ("Project") shall be placed into service on or before November 1, 2017, this Agreement shall be effective as of the date that all of Transporter's Rayne XPress Project and Columbia Gas Transmission, LLC's ("TCO") Leach Xpress Project ("LXP") facilities necessary to provide firm transportation service to Shipper have been deemed by Transporter and TCO to be ready for service and FERC has been notified that both the Project and LXP are complete and are ready to be placed into service ("Actual In-Service Date"), and shall remain in full force and effect for a term of sixteen (16) years ("Initial Term") from the Actual In-Service Date. 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 the end of the Initial Term, Shipper shall have the right to extend its Service Agreement for one (1) or two (2) successive five year terms (each an "Extended Term"), exercisable no later than twelve (12) months prior to the expiration of the Initial Term and the first Extended Term, if applicable. Any Extended Term must be for a minimum quantity of 100,000 Dth/day 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 Shipper's Rate Schedule FTS-1 hereunder 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 Transporter the negotiated rates and furnish retainage as set forth in the Negotiated Rate Letter Agreement attached hereto as Appendix B.

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 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): FTS-1 174463 Revision 0.

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

By John Boone  
Title President  
Date 10/10/17

COLUMBIA GULF TRANSMISSION, LLC

By R. Mahan  
Title Russell A. Mahan  
Vice President  
Date 10/13/17

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Revision No. 1

Appendix A to Service Agreement No. 174463  
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/	400,000	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	400,000	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/	P20	Mainline Pool	200,000	1/1-12/31
1/	1/	2700010	Rayne Southeast	68,418	1/1-12/31
1/	1/	4208	Supply Header (SESH)	100,000	1/1-12/31
1/	10/31/2018	478	Transco – Evangeline	31,582	1/1-12/31
11/1/2018	1/	2700010	Rayne	100,000	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:


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☐ 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 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) 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   
Title President  
Date 10/10/17

COLUMBIA GULF TRANSMISSION, LLC

By   
Title Russell A. Mahan  
Vice President  
Date 10/13/17

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Appendix B to Service Agreement No. 174463

October 16, 2017

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

RE: FTS-1 Service Agreement No. 174463  
First Amendment to Negotiated Rate Letter Agreement

Dear John:

This Amended 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 Schedule 1 of Attachment B-1 hereto.

Accepted and agreed to this 16th day of October, 2017

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

By: John Boone  
Title: President

Columbia Gulf Transmission, LLC

By: R. Mahan  
Russell A. Mahan

Title: Vice President

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**ATTACHMENT B-1**

**NEGOTIATED RESERVATION RATES**

**Schedule 1**

<b>Primary Receipt Point(s)*</b>	<b>Primary Delivery Point(s)*</b>	<b>Transportation Demand (Dth/day)</b>	<b>Term</b>	<b>Daily Demand Rate**</b>	<b>Daily Commodity Rate**</b>	<b>Rate Schedule</b>
Leach (meter no. 801)	Mainline Pool (meter no. P20)	200,000 Dth/day	16 years from Actual In-Service Date	\$0.20	\$0.00	FTS-1
Leach (meter no. 801)	Rayne (meter no. 2700010)	68,418 Dth/day	16 years from Actual In-Service Date	\$0.20	\$0.00	FTS-1
Leach (meter no. 801)	Transco (meter no. 478)	31,852 Dth/day	Actual In-Service Date up until 10/31/2018	\$0.20	\$0.00	FTS-1
Leach (meter no. 801)	Rayne (meter no. 2700010)	31,852 Dth/day	11/1/2018 through Initial Term	\$0.20	\$0.00	FTS-1
Leach (meter no. 801)	SESH (meter no. 4208)	100,000 Dth/day	16 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.**