

Millennium Pipeline Company, LLC
FERC NGA Gas Tariff
Millennium Pipeline Tariffs
Proposed Effective Date: September 1, 2014
Non-Conforming/Negotiated Rate Service Agreement No. 146674 – Southwestern Energy Services Co.
Option Code A

Service Agreement No. 146674
Control No. _____

FT-1 SERVICE AGREEMENT

THIS SERVICE AGREEMENT, is made and entered into this 16th day of July, 2014 by and between MILLENNIUM PIPELINE COMPANY, L.L.C.("Transporter") and Southwestern Energy Services Company ("Shipper").

In consideration of the mutual covenants contained in this Service Agreement, the parties agree as follows:

Section 1. Definitions. Capitalized terms not defined in this Service Agreement have the same meaning given to such terms in Transporter's FERC Gas Tariff.

Section 2. Service to be Rendered. Transporter will perform and Shipper will receive service in accordance with the provisions of the effective Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, First 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No. 1 (Tariff), on file with the Federal Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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 under this Service Agreement to or for Shipper, the designation of the points of delivery at which Transporter will deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper will 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. Service under this Service Agreement will be provided subject to the provisions of Part 284 of the Commission's regulations.

Section 3. Term. The term of this Service Agreement is from March 31, 2014 through March 31, 2024. Pre-granted abandonment applies upon termination of this Service Agreement, subject to any right of first refusal Shipper may have under; (check all which apply)

Shipper's right to extend this Service Agreement pursuant to Section 7 below,

Shipper's right of first refusal as a long-term shipper paying maximum rates under Transporter's FERC Gas Tariff and FERC regulations,

Shipper's contractual right of first refusal, granted under this Service Agreement, which is equal to the rights of long-term shippers paying maximum rates under Transporter's FERC Gas Tariff and FERC regulations,

None of the above.

Section 4. Rates. Shipper must pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless Transporter and Shipper have agreed otherwise as referenced in the Further Agreement Section of this Service Agreement.

Section 5. Changes in Rates and Terms. Transporter has the unilateral right to file with the FERC or other appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to Rate Schedules FT-1, FT-2, BH-1 and HT-1, (b) the terms or conditions of Rate Schedules FT-1, FT-2, BH-1 and HT-1, or (c) any provisions of the General Terms and Conditions of Service applicable to Rate Schedules FT-1, FT-2, BH-1 and HT-1. Transporter agrees that Shipper may protest or contest any such filings, or seek any authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure that the provisions referred to in (a), (b) or (c) of this Section 5 are just and reasonable.

Section 6. Pledge and Assignment. Any company which succeeds by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper, or of Transporter, as the case may be, is entitled to the rights and is subject to the obligations of its predecessor in title under this Service Agreement; and either the Shipper or Transporter may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which they have executed or may execute hereafter. Otherwise, neither Shipper nor Transporter may assign this Service Agreement or any of their rights hereunder unless they first obtain the consent in writing of the other party which consent will not be withheld unreasonably; provided further, however, that neither Shipper nor Transporter may be released from its obligations under this Service Agreement without the consent of the other, which consent will not be withheld unreasonably.

Section 7. Special Provisions.

Check that which applies:

Yes No Shipper may be entitled to extend this Service Agreement upon providing Transporter written notice of its intent to extend at least twelve (12) months prior to the end of the term, subject to the following limitations:

Shipper will have the right to renew the term of this Agreement at the associated negotiated rates up to three (3) separate times for periods between five (5) and ten (10) years for each such renewal. Such renewals may be for a reduced capacity.

Section 8. Notices. Notices to Transporter under this Agreement should be addressed to it at Millennium Pipeline Company, L.L.C., One Blue Hill Plaza, 7th Floor, P.O. Box 1565, Pearl River, NY 10965 and notices to Shipper should be addressed to it at Southwestern Energy Services Company, 2350 N. Sam Houston Parkway East, Suite 125 Houston, TX 77032, Attention: Mr. Jason Kurtz, until changed by either party by written notice.

Section 9. Superseded Agreements. This Service Agreement supersedes and cancels, as of the first day of the term of this Service Agreement, the following Service Agreements:

Contract 146674 Revision 0

Section 10. Further Agreement.

Discount Letter dated February 21, 2014

Appendix A to Service Agreement No. 146674
Under Rate Schedule FT-1
between Millennium Pipeline Company, L.L.C. (Transporter)
and Southwestern Energy Services Company (Shipper)

Transportation Demand 57,500 Dth/day
MHRQ (if applicable) _____ Dth
MHDQ (if applicable) _____ Dth
Hourly Delivery Period (if applicable) _____ Hours

Primary Receipt Points

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Quantity (Dth/day)
640168	Stagecoach Receipt	640168	Stagecoach Receipt	57,500

Receipts at all points shall not combine to exceed Shipper's MDQ.

Minimum Receipt Point Pressure: _____ 1/

Primary Delivery Points

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Delivery Obligation (Dth/day)
633395	Ramapo	633395	Ramapo	57,500

Deliveries at all points shall not combine to exceed Shipper's MDQ.

Minimum Delivery Point Pressure: _____ 1/

1/ If a minimum pressure is not specifically stated, then Transporter's obligation shall be as stated in Section 13 (Pressure) of the General Terms and Conditions.

The Master List of Interconnects (MLI) as defined in Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff is incorporated into this Service Agreement by reference for the purposes of listing valid secondary receipt points and delivery points.

Service changes pursuant to this Appendix A become effective as of March 31, 2014. This Appendix A cancels and supersedes the previous Appendix A effective as of April 1, 2014 to the Service Agreement referenced above. With the exception of this Appendix A, all other terms and conditions of said Service Agreement remain in full force and effect.

SOUTHWESTERN ENERGY SERVICES MILLENNIUM PIPELINE COMPANY, L.L.C.
COMPANY

By Andy Sanchez

Its Scheduling Supervisor

Date 7/16/2014

By Mark Bering

Its Vice President, Business Development

Date 7/14/2014



One Blue Hill Plaza, 7th Floor
Post Office Box 1565
Pearl River, NY 10965
845.620.1300 Voice | 845.620.1320 Fax

DATE: February 21, 2014

NAME: **Southwestern Energy Services Company**
ADDRESS: 2350 N. Sam Houston Parkway East, Suite 125
Houston, TX 77032

Dear Mr. Jason Kurtz,

This letter shall serve as an amendment to the FT-1 Service Agreement between Southwestern Energy Services Company (Shipper) and Millennium Pipeline Company, L.L.C. (Transporter or Millennium) designated as Transporter's Contract Number: 146674.

Rates and Other Charges: As negotiated rates, Shipper will pay a reservation charge of \$.45/dth/day under Rate Schedule FT-1 of Millennium's Tariff, plus all applicable commodity charges, the FERC's annual charge adjustment, and all other surcharges in effect from time to time under Rate Schedule FT-1 of Millennium's Tariff, provided however, that all charges other than the reservation charge may not cumulatively exceed \$.0075/dth/day; provided, however, if Millennium is required by law to collect surcharges in excess of \$.0075/dth/day, Millennium will apply a monthly credit equal to the aggregate excess surcharges in the preceding month on Shipper's monthly invoice and any credit provided for hereunder shall be refunded to Shipper within sixty (60) days of the expiration of the Agreement.

Subject to the remainder of this paragraph, the reservation charges specified above are applicable to services during the entire term of the FT-1 Service Agreement, regardless of any otherwise applicable maximum recourse rate under Rate Schedule FT-1. If at any point during the term of the Service Agreement, Transporter's maximum recourse reservation rate is reduced below that rate set forth above, whether by virtue of a rate case under Section 4 of the Natural Gas Act or an action under Section 5 of the Natural Gas Act, Shipper may elect to convert the Service Agreement to a standard form agreement under Transporter's then-effective tariff at all applicable maximum recourse rates, and all other terms and conditions of the Service Agreement will be replaced as of the effective date of the Service Agreement with the terms provided for under the standard form agreement found in Transporter's then-effective Tariff; provided, however, that Shipper may not exercise its election hereunder with respect to any reduction of Transporter's maximum recourse reservation rate if Shipper has actively participated (as opposed to merely intervening or responding to discovery requests) in the action under Section 5 of the NGA that gave rise to the reduction unless such participation by Shipper occurred after the seventh anniversary of the In-Service Date; provided further that Shipper may not exercise its election hereunder with respect to any reduction of Transporter's maximum recourse reservation rate arising from an action initiated by Shipper under Section 5 of the NGA until after the end of the initial term of the Service Agreement. The foregoing shall not affect Shipper's right to participate in an action under Section 5 of the NGA with respect to Millennium.

Retainage will also be assessed on the receipt volumes tendered for transportation by Shipper as provided for in Transporter's Tariff from time to time. However, at the end of each annual period under the term of the Service Agreement, Transporter will undertake the following calculations:

1. Transporter will calculate the average price for the preceding two annual periods of natural gas based on the Gas Daily rate for Dominion South Point gas;
2. Transporter will determine the value of the gas provided by Shipper as retainage under Millennium's Tariff with respect to the Service Agreement by multiplying all retainage provided by Shipper in such two annual periods under the Service Agreement by the average price determined in accordance with paragraph 1 above;
3. Transporter will determine the value of gas that would have been provided by Shipper as retainage under Transporter's Tariff under this Agreement if Transporter's retainage percentage was 2% during such two annual periods and Shipper had transported the volumes of gas that it did under the Service Agreement during such two annual periods by multiplying Shipper's transported volumes during such two annual periods by .02 and further multiplying that product by the price of gas calculated under paragraph 2 above;

4. If the amount so calculated in paragraph 2 above is greater than the amount calculated in paragraph 3 above, then over the subsequent annual period Transporter will apply a monthly credit equal to such excess amount divided by 12 to the reservation charges on Shipper's monthly invoices under the Service Agreement, provided however, that the reduction in the reservation charge provided for in this subsection will never reduce the reservation charge under the Service Agreement below a rate of \$.30/dth/day.

5. Any credit provided for retainage shall be refunded to Shipper at the expiration or conversion of the Service Agreement within sixty (60) days of (A) the expiration or conversion of the Service Agreement or (B) the date on which Shipper's election to be subject to Transporter's maximum recourse rates becomes effective.

Notwithstanding Shipper's payment of the negotiated rates set forth herein, Shipper shall be eligible for any sharing with other shippers in any credits, refunds or other offsets provided under Transporter's Tariff for amounts collected by Transporter for scheduling penalties, imbalance charges, cash-outs and similar charges.

Applicability of Rates to Secondary Receipt and Delivery Points:

Primary Receipt Point:

The rates specified above are applicable to the primary receipt point of Stagecoach, with the right at any time to move all or any portion of that amount to any current and future point east of Stagecoach (collectively, the "East of Stagecoach Points"); provided that any election by Shipper to move to any East of Stagecoach Point following the commencement of transportation services to that point shall be subject to the availability of sufficient capacity at such point when the change is requested.

Primary Delivery Point:

The rates specified above are applicable to the primary delivery point of Ramapo.

The rates specified above are also applicable to receipts and deliveries at all current in-path secondary receipt and delivery points and the following receipt and delivery points: Receipts (None) and Deliveries (All current and future mainline delivery points east of Ramapo) (each a "Qualifying Secondary Point"). To the extent that Shipper uses any points other than a Qualifying Secondary Point, a Primary Receipt Point, or a Primary Delivery Point, then Shipper shall pay Millennium's applicable maximum tariff rates solely with respect to those volumes that are received at or delivered to a point that is not a Qualifying Secondary Point, a Primary Receipt Point, or a Primary Delivery Point. In addition, the segmentation of capacity by Shipper shall not result in a change in the rates specified above unless such segmentation results in Shipper's use of points other than its Primary Receipt Points, Primary Delivery Points, or Qualifying Secondary Points.

Renewals: At its sole option, Shipper will have the right to renew the term of the Service Agreement, as amended by this letter, three (3) separate times for periods between five and ten years for each renewal. Such renewals may be for a reduced capacity. Shipper must notify Millennium of its decision to exercise such renewal right at least twelve (12) months before the end of the initial term and any renewal term.

Right of First Refusal (ROFR): At the end of the initial term and each renewal term, Shipper will have a contractual right of first refusal equivalent to the regulatory right of first refusal set forth in Section 4.1(c)(1)(a) of Millennium's Tariff.

Credit Support:

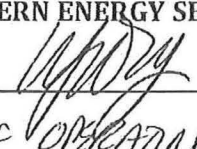
For purposes of applying section 3.9(b) of the General Terms and Conditions of the Tariff, if Shipper or a Guarantor is rated by multiple agencies, the higher rating will apply.

If the above meets with your approval, please have this letter executed by an authorized company representative of Southwestern Energy Services Company and return to the Transporter by email to kcrawford@nlsources.com.

These terms are effective as of April 1, 2014.

SOUTHWESTERN ENERGY SERVICES COMPANY

MILLENNIUM PIPELINE COMPANY, L.L.C.

By: 

By:  

Its: CHIEF OPERATING OFFICER J.M.

Its: VP FINANCE & CONTROLLER

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