

Millennium Pipeline Company, LLC
FERC NGA Gas Tariff
Millennium Pipeline Tariffs
Proposed Effective Date: May 1, 2014
Non-Conforming/Negotiated Rate Service Agreement No. 151491 – Southwestern Energy Services Co.
Option Code A

Service Agreement No. 151491
Control No. _____

FT-1 SERVICE AGREEMENT

THIS SERVICE AGREEMENT, is made and entered into this 27th day of March, 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No. 1 (Tariff), on file with the Federal Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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 May 1, 2014 to March 31, 2017. 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:

At its sole option, Shipper will have the right to renew the term of the Agreement two (2) separate times for periods between one and five years for each renewal. Shipper must notify Transporter of its decision to exercise such renewal right at least six (6) months prior to the end of the initial term or on an extension term less than two years and at least twelve (12) months prior to the end of each extension term of two (2) years or more.

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:
Replaces BH 131890

Section 10. Further Agreement.
Discount Letter dated April 1, 2014

Revision No.0
Control No. _____

Appendix A to Service Agreement No. 151491
Under Rate Schedule FT-1
between Millennium Pipeline Company, L.L.C. (Transporter)
and Southwestern Energy Services Company (Shipper)

Transportation Demand 50,000 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)
642638	Sanford	642638	Sanford	50,000

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

Minimum Receipt Point Pressure: _____

All receipts will be made at the prevailing operating pressure of Transporter's facilities.

*Shipper has the right at any time to move its primary receipt point to any point or combination of points west of Ramapo; provided that at the time such request is made there is sufficient capacity at such point and in the segment requested.

Primary Delivery Points*

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Delivery Obligation (Dth/day)
640167	Corning-Empire PL	640167	Corning-Empire PL	50,000

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

Minimum Delivery Point Pressure: _____

All deliveries will be made at the prevailing operating pressures of Transporter's facilities.

*Shipper has the right at any time to move its primary delivery point to any point or combination of points that are interconnections with the Dominion transmission system (collectively, the "Dominion Points"); provided that any election by Shipper to move to any Dominion Point shall be subject to there being sufficient capacity at such point when the change is requested.

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 May 1, 2014. This Appendix A cancels and supersedes the previous Appendix A effective as of _____, 20____, 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 [Signature]

Its Executive Vice President

Date 3/28/14

By [Signature]

Its VP Finance & Commerce

Date APRIL 2, 2014

OK

[Signature]

BPO



One Blue Hill Plaza, 7th Floor
Post Office Box 1565
Pearl River, NY 10955
815.620.1300 Voice | 815.620.1320 Fax

DATE: April 1, 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: 151491.

Rates and Other Charges: In lieu of Transporter's maximum tariff rates, Shipper will pay a negotiated daily reservation charge of \$0.04/dth and a negotiated commodity charge of \$0.02/dth for deliveries at the primary delivery point and receipts at the primary receipt point as defined in Appendix A of the above referenced contract number. All other applicable surcharges and fuel retention rates will be in accordance with Transporter's FERC Gas Tariff, provided however, that all charges other than the reservation charge and the commodity charge may not cumulatively exceed \$.0075/Dth/day. The charge(s) 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.

Applicability of Rates to Secondary Receipt and Delivery Points:

The rates specified above are also applicable to receipts and deliveries at all current and future within-the-path secondary points that are available to Shipper pursuant to Transporter's FERC Gas Tariff, and all current and future secondary delivery points west of Corning, and receipts at Ramapo (each a "Qualifying Secondary Point"). If Shipper uses any points other than a Qualifying Secondary 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.

Renewals: At its sole option, Shipper will have the right to renew the term of the Agreement two (2) separate times for periods between one and five years for each renewal. Shipper must notify Transporter of its decision to exercise such renewal right at least six (6) months prior to the end of the Initial term or on an extension term of two (2) years or less and at least twelve (12) months prior to the end of each extension term of two (2) years or more. The commodity charge during renewal period will be \$ 0.065/dth.

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 Transporter's Tariff.

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@nsource.com.

These terms are effective as of May 1, 2014.

SOUTHWESTERN ENERGY SERVICES COMPANY

By: _____

Its: _____

[Signature]
Executive Vice President

MILLENNIUM PIPELINE COMPANY, L.L.C.

By: _____

Its: _____

John V. Keith
APRIL 2, 2014

CAK

DA
BDD