

Millennium Pipeline Company, LLC
FERC NGA Gas Tariff
Millennium Pipeline Tariffs
Proposed Effective Date: February 1, 2015
Negotiated Rate Service Agreement No. 161335 – Southwestern Energy Services Company
Option Code A

STATEMENT OF NEGOTIATED RATES

Customer Name: Southwestern Energy Services Company
Contract Number: 161335 ^{1/}
Rate Schedule: FT-1
Reservation Charge: \$0.05/Dth/d ^{2/}
Commodity Charge: As specified in the Currently Effective Rates section of Millennium's Tariff for service under Rate Schedule FT-1 ^{2/}
Transportation Demand: 70,000 Dth/d
Receipt Point(s): 70,000 Dth/d at Ramapo, Scheduling Point No. 633394
Delivery Point(s): 70,000 Dth/d at Independence Sta. Delivery, Scheduling Point No. 637405
Contract Start Date: February 1, 2015
Contract End Date: May 31, 2016 ^{3/}

^{1/} The designated service agreement does not deviate in any material respect from the Form of Service Agreement contained in Transporter's Tariff.

^{2/} In lieu of Transporter's maximum tariff rates, Shipper will pay a reservation charge of \$.05/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. The charge(s) specified above is 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.

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 (any in-path future mainline points) and Deliveries (any in-path future mainline points) (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.

Reservation Charge Credit. Shipper acknowledges that under section 13.1 of the General Terms and Conditions of Tran[s]porter's Tariff, that Transporter's pressure obligation at the Primary Delivery Point is to make the deliveries at the prevailing pressure of Transporter's pipeline system and that the maximum allowable operating pressure of the interconnecting party at Shipper's Primary Delivery Point exceeds the maximum allowable operating pressure of Transporter's system at that point. Therefore, Shipper agrees that it shall be entitled to a reservation charge credit under this FT-1 Service Agreement only in situations where Transporter fails to make a delivery at the Primary Delivery Point due to an occurrence on Transporter's system that disrupts Transporter's ability to maintain its

customary operating pressure at the Primary Delivery Point. In particular, Shipper will not be entitled to any reservation charge credits arising from Transporter failing to make deliveries to the interconnecting party due to the operating pressures on such interconnecting party's pipeline system exceeding that of Transporter's.

^{3/} The term of the Service Agreement is subject to Shipper's right to extend the agreement pursuant to Sections 3 and 7 of the Service Agreement.