

Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Original Volume No. 1.1

Section 4.19
Non-Conf Neg Rate Svc Agmts
Version 1.0.0

Non-Conforming Service Agreement No.
161147

SWN Energy Services Company, LLC

Agreement Effective Date: October 26, 2015

Issued: November 2, 2015

Effective: October 2, 2015

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 26TH day of October, 2015, by and between COLUMBIA GAS 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 service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth 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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. A portion of Shipper's transportation is provided by Transporter via off system capacity acquired by Transporter on Millennium Pipeline Company, LLC ("MPC"). The maximum obligation 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 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. Service under this Agreement shall be effective as of October 2, 2015, and shall continue in full force and effect through September 30, 2025. Subject to Transporter's ability, in its commercially reasonable discretion, to retain the Millennium Pipeline Company, LLC ("MPC") capacity necessary to provide such service on acceptable terms and conditions, Shipper shall have a one-time right to extend the term of its Service Agreement for an additional term of five (5) years, at the lesser of (A) the then-effective maximum recourse rates for Rate Schedule FTS, plus all applicable charges for MPC capacity held by Transporter to provide this service, or (B) the negotiated reservation rate; provided, however, the maximum applicable commodity rate, commodity surcharges, the Capital Cost Recovery Mechanism ("CCRM Charges"), and retainage shall apply regardless of the rate applicable to any extension. Once determined, the rate during the one time extension of its Service Agreement shall be fixed for the entire extended term. Transporter will notify Shipper of its pending election seven (7) months prior to termination of the Service Agreement. Shipper must notify Transporter of its election to extend the Service Agreement at least six (6) months prior to the termination of the Service Agreement. 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.

Section 3. Rates. Shipper, aware of the availability of a maximum recourse rate, elects to pay a negotiated reservation rate of \$14.30 per Dth per month. Except as otherwise stated in this Section 3, the negotiated reservation rate shall be fixed for the primary term of the Service Agreement, regardless of the maximum recourse rate set forth in the Tariff. In addition to the negotiated reservation rate set forth above, Shipper shall pay all demand surcharges on Transporter applicable to Rate Schedule FTS and on MPC applicable to Rate Schedule FT-1 that are set forth in each pipeline's respective Tariff, as those surcharges may be amended, added or modified from time to time. During the initial primary term of service of October 2, 2015 through September 30, 2025, Shipper shall not pay Transporter's Capital Cost Recovery Mechanism ("CCRM") charge. Shipper shall pay a negotiated base commodity rate that shall be the sum of the maximum base commodity rate under Rate Schedule FTS on Transporter and the maximum base commodity rate under Rate Schedule FT-1 on MPC, as such may change from time to time, unless the sum of such maximum base commodity rates exceed \$0.0123 per Dth. If the sum of such maximum base commodity rates exceeds \$0.0123 per Dth, Shipper's negotiated base commodity rate shall be fixed at \$0.0123 per Dth for the time period the sum of such maximum base commodity rates exceed \$0.0123 per Dth. Shipper shall pay all commodity surcharges for Rate Schedule FTS on Transporter and for Rate Schedule FT-1 on MPC as set forth in the respective Tariffs as such may change from time to time. Shipper shall provide the respective maximum retainage rate for Rate Schedule FTS on Transporter and Rate Schedule FT-1 on MPC as set forth in the respective Tariffs; however, if such combined total retainage at any time exceeds 2.50%, Shipper's negotiated commodity rate shall be reduced to \$0.00 (zero) prospectively for such time as the combined retainage rates exceed 2.50%. Shipper shall pay the same demand, commodity, surcharges and applicable retention when using all current and future Secondary Receipt and Delivery Points as described for Primary Points above.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: James R. Eckert and notices to Shipper shall be addressed to it at 10000 Energy Drive, Spring TX 77389-4954, Attention: Jason Kurtz, 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 No. 161147, Revision No. 1.

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

SWN ENERGY SERVICES COMPANY, LLC

By  SW

Title Sr. Vice President Midstream BAN

Date 10/27/2015 J-K

COLUMBIA GAS TRANSMISSION, LLC

By  J-K

Title James R. Eckert
Sr Vice President Commercial Operations

Date 10-26-15

Appendix A to Service Agreement No. 161147
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
and SWN Energy Services Company, LLC ("Shipper")

Transportation Demand

Begin <u>Date</u>	End <u>Date</u>	Transportation Demand <u>Dth/day</u>	Recurrence <u>Interval</u>
Oct 2, 2015	Sep 30, 2025	42,000	1/1-12/31

Primary Receipt Points

Begin <u>Date</u>	End <u>Date</u>	Scheduling <u>Point No.</u>	Scheduling <u>Point Name</u>	Measuring <u>Point No.</u>	Measuring <u>Point Name</u>	Maximum Daily Quantity <u>(Dth/day)</u>	Minimum Receipt Pressure Obligation <u>(psig) 1/</u>	Recurrence <u>Interval</u>
Oct 2, 2015	Sep 30, 2025	640168	Stagecoach Receipt	640168	Stagecoach Receipt	17,568		1/1-12/31
Oct 2, 2015	Sep 30, 2025	642638	Sanford	642638	Sanford	24,432		1/1-12/31

Appendix A to Service Agreement No. 161147
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Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Delivery Obligation (Dth/day) 1/</u>	<u>Design Daily Quantity (Dth/day) 1/</u>	<u>Minimum Delivery Pressure Obligation (psig) 1/</u>	<u>Recurrence Interval</u>
Oct 2, 2015	Sep 30, 2025	Loudoun	Loudoun LNG	Loudoun	LNG	42,000			1/1-12/31

1/ Application of MDDOs, DDQs and ADQs, minimum pressure and/or hourly flowrate shall be as follows:

Transporter shall deliver or cause to be delivered Shipper's scheduled volumes, up to Shipper's full volume under this Service Agreement, into Dominion Transmission, Inc.'s Cove Point line at the Loudoun delivery point at the prevailing line pressure.

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The Master List of Interconnects ("MLI") as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

☐ Yes ☒ No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 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) All gas shall be delivered at existing points of interconnection within the MDDOs, ADQs and/or DDQs, as applicable, set forth in Transporter's currently effective Rate Schedule ☐ Service Agreement No. ☐ Appendix A with Shipper, which are incorporated herein by reference.

☐ 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.

☒ Yes ☐ No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

SWN ENERGY SERVICES COMPANY, LLC

By [Signature]

Title Sr. Vice President Midstream

Date 10/27/2015

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COLUMBIA GAS TRANSMISSION, LLC

By [Signature] James R. Eckert

Title Sr Vice President Commercial Operations

Date 10-26-15