

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs  
Proposed Effective Date: March 15, 2019  
Service Agreement No. 173446 – Kaiser Marketing Appalachian, LLC  
Option Code A

Service Agreement No. 173446

Revision No. 1

### FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 13 day of March, 2019, by and between COLUMBIA GAS 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 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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. 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 commence as of March 15, 2019 and shall continue in full force and effect until December 31, 2033. 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 5-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 (excluding the Capital Cost Recovery Mechanism charges) applicable to Rate Schedule FTS 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 700 Louisiana, Suite 700, Houston, TX 77002, Attention: Transportation Contracts 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): 173446 Revision 0.

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

By John Boone  
Title President  
Date 3/13/19

COLUMBIA GAS TRANSMISSION, LLC

By R. Mahan *EW*  
Title Russell A. Mahan  
Vice President  
Date 3/13/19

Appendix A to Service Agreement No. 173446  
Under Rate Schedule FTS  
between Columbia Gas 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>
3/15/2019	12/31/2033	400,000	1/1-12/31

Primary Receipt 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 Quantity (Dth/day)</u>	<u>Minimum Receipt Pressure Obligation (psig)</u>	<u>Recurrence Interval</u>
			Mainline LXP		Mainline LXP			
3/15/2019	12/31/2033	MLLXPMAJ	Majorsville	MLLXPMAJ	Majorsville	165,000	1075	1/1-12/31
3/15/2019	12/31/2033	642824	Mobley	642824	Mobley	85,000	1/	1/1-12/31
3/15/2019	12/31/2033	642645	Sherwood	642645	Sherwood	150,000	1/	1/1-12/31

Primary Delivery Points

<u>Begin</u> <u>Date</u>	<u>End Date</u>	<u>Scheduling</u> <u>Point No.</u>	<u>Scheduling</u> <u>Point Name</u>	<u>Measuring</u> <u>Point No.</u>	<u>Measuring</u> <u>Point Name</u>	<u>Maximum Daily</u> <u>Delivery</u> <u>Obligation</u> <u>(Dth/day)</u>	<u>Design</u> <u>Daily</u> <u>Quantity</u> <u>(Dth/day)</u>	<u>Minimum</u> <u>Delivery Pressure</u> <u>Obligation (psig)</u>	<u>Recurrence</u> <u>Interval</u>
3/15/2019	12/31/2033	801	TCO Leach	801	TCO Leach	400,000	1/	1/	1/1-12/31

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

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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.

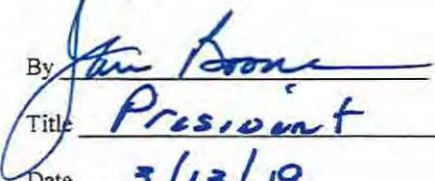
☒ Yes ☐ No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

☐ 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   X   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.

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

By   
Title President  
Date 3/13/19

COLUMBIA GAS TRANSMISSION, LLC

By  EN  
Title Russell A. Mahan  
Date Vice President  
3/14/19



Appendix B to Service Agreement No. 173446 Revision 1

March 13, 2019

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

RE: FTS Service Agreement No. 173446 Revision 1  
Negotiated Rate Letter Agreement

Dear John:

This Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and Kaiser Marketing Appalachian, LLC ("Shipper"), shall set forth the applicable rates 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 the ATTACHMENT B-1 attached hereto.
2. As a result of the operation of the Daily Demand Rate adjustment mechanism set forth in Paragraph 2 of the Negotiated Rate Letter Agreement executed by and between the Parties and dated June 1, 2016, the Daily Demand Rate set forth therein is increased \$0.05 effective as of January 1, 2018 ("Daily Demand Rate Increase"). The Daily Demand Rate Increase is included in the Daily Demand Rate set forth in ATTACHMENT B-1 attached hereto.
3. Shipper shall have a one-time right, to be exercised no later than thirteen (13) months after the date that Transporter files its statement of costs with the Federal Energy Regulatory Commission pursuant to 18 CFR § 157.20(c)(3) to review Transporter's books and records as reasonably necessary to verify the Project costs used in the calculation of the Daily Demand Rate adjustment mechanism described above. Transporter is required by the above-referenced regulation to file such statement of costs no later than July 1, 2018.

Appendix B to Service Agreement No. 173446 Revision 1

4. Shipper agrees not to withhold payment of the Daily Demand Rate Increase pursuant to the good faith dispute provisions set forth in General Terms and Conditions Section 10.2(d) of Transporter's Tariff prior to the Parties' resolution of the findings of Shipper's Audit and Transporter agrees to amend ATTACHMENT B-1 and to promptly refund, with accrued interest calculated in accordance with 18 C.F.R. § 154.501, such portion of the Daily Demand Rate Increase as necessary to reflect such resolution.
5. All capitalized terms used but not defined herein shall have the meanings given them in FTS Service Agreement No. 173446 Revision 1.
6. This Negotiated Rate Letter Agreement replaces and supersedes the Amended and Restated Negotiated Rate Letter Agreement between the Parties dated March 12, 2018.

Accepted and agreed to this 13 day of March, 2019.

Kaiser Marketing Appalachian, LLC

By: Jan Boone  
Title: President  
Date: 3/13/19

Columbia Gas Transmission, LLC

By: R. Mahan *EW*  
Title: Russell A. Mahan  
Vice President  
Date: 3/13/19

By: Jon A. Dobson *EW*  
Title: Corporate Secretary  
Date: 3/13/2019



## ATTACHMENT B-1

## NEGOTIATED RESERVATION RATES

Primary Receipt Point(s)*	Primary Delivery Point(s)*	Transportation Demand (Dth/day)	Term	Daily Demand Rate**	Daily Commodity Rate**	Rate Schedule
Mobley (meter no. 642824)	Leach (meter no. 801)	85,000 Dth/day	3/15/2019 to 12/31/2033	\$0.60	\$0.00	FTS
Mainline LXP Majorsville – (meter no. MLLXPM AJ)	Leach (meter no. 801)	165,000 Dth/day	3/15/2019 to 12/31/2033	\$0.615	\$0.00	FTS
Sherwood (meter no. 642645)	Leach (meter no. 801)	150,000 Dth/day	3/15/2019 to 12/31/2033	\$0.60	\$0.00	FTS

\* Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of TCO's FERC Gas Tariff, at no incremental charge. The Majorsville Primary Receipt Point reflected in the table above shall be a non-physical nominations point to be created by TCO and reflected as a primary receipt point on Shipper's Service Agreement ("Majorsville Logical Point"). For TCO capacity restriction purposes along the Project's pipeline segment between the MarkWest facility and Lone Oak ("Majorsville Pipeline Segment"), the Majorsville Logical Point shall be deemed to be located adjacent to the physical point of interconnection proposed between the Project and the MarkWest facility ("Majorsville Physical Point"), such physical point location to be mutually agreed upon between MarkWest and TCO, provided however, that TCO shall use commercially reasonable efforts to acquire, design, construct, install, and obtain all necessary materials, permits and land rights for the Project's pipeline to the MarkWest Facility property line. As part of the Project's facilities, TCO shall construct the necessary compression at Lone Oak to enable Shipper's physical deliveries into the Majorsville Pipeline Segment to overcome a prevailing line pressure of no more than 1075 psig. Notwithstanding any other provision herein, Shipper shall be solely responsible (financially and otherwise) for any arrangements and/or agreements, including all interconnection, compression and metering facilities related to any physical receipt point(s) of interconnection (excluding the Majorsville Physical Point) upstream of the Majorsville Pipeline Segment, such physical receipt point(s) to be accessed by Shipper on a secondary basis for nominations and scheduling priority purposes unless Shipper elects to amend, subject to available meter capacity, all or a portion of its primary receipt point capacity from the Majorsville Logical Point to such other physical receipt points.

\*\* In addition, Shipper shall pay all applicable demand and commodity surcharges specified under Rate Schedule FTS, as such may change from time to time, with the exception of the Capital Cost Recovery Mechanism (CCRM) surcharge.

Appendix B to Service Agreement No. 173446 Revision 1

**In addition to the rates above, Shipper will pay the fuel retention applicable to Rate Schedule FTS, as such may change from time to time.**