

Columbia Gas Transmission, LLC

FERC NGA Gas Tariff

Baseline Tariffs

Proposed Effective Date: September 18, 2018

Service Agreement No. 198823 – CNX Gas Company LLC

Option Code A

Service Agreement No.198823

Revision No. 0

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of December, 2017, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and CNX GAS 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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. 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. This Agreement shall be effective as of the later of November 1, 2018, or the date that all of Transporter's Majorsville facilities for the Mountaineer XPress Project facilities necessary to provide firm transportation service to Shipper have been commissioned, tested, and are ready for service as determined in Transporter's discretion ("Actual In-Service Date") and shall continue in full force and effect for ten (10) years from the In-Service Date ("Initial Term"). 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 shall pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's minimum rate. Such discounted rate may apply to: (a) specified quantities (contract demand or commodity quantities); (b) specified quantities above or below a certain level or all quantities if quantities exceed a certain level; (c) quantities during specified time periods; (d) quantities at specified points, locations, or other defined geographical areas; (e) that a specified discounted rate will apply in a specified relationship to the quantities actually transported (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually transported);

(f) production and/or reserves committed by the Shipper; and (g) based on a formula including, but not limited to, published index prices for specific receipt and/or delivery points or other agreed-upon pricing points, provided that the resulting rate shall be no lower than the minimum nor higher than the maximum applicable rate set forth in the Tariff. In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rate so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sections. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates, which had been charged under a discount agreement, exceeded rates which ultimately are found to be just and reasonable.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana, Houston, TX 77002, Attention: Transportation Contracts, and notices to Shipper shall be addressed to it at 1000 CONSOL Energy Drive, Canonsburg, PA 15317, Attention: Vice President Gas Marketing, 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): N/A.

Section 6. Credit Annex. The Credit Support Agreement is appended hereto as Attachment B.

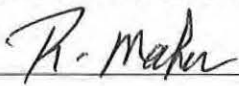
CNX GAS COMPANY LLC

By 

Title President & CEO

Date 12/28/17

COLUMBIA GAS TRANSMISSION, LLC

By 

Title Russell A. Mahan

Vice President

Date 1/5/18

By 

Title James R. Eckert

Vice President

Date 1/5/18

Legal

CR
1-8-18

Date

Appendix A to Service Agreement No. 198823
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
and CNX Gas Company LLC ("Shipper")

Transportation Demand

Begin	End	Transportation	Recurrence
<u>Date</u>	<u>Date</u>	<u>Dth/day</u>	<u>Interval</u>
1/	1/	200,000	1/1-12/31

Primary Receipt Points

Begin	End	Scheduling	Scheduling	Measuring	Measuring	Maximum	Minimum Receipt	Recurrence
<u>Date</u>	<u>Date</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Dth/day</u>	<u>Pressure Obligation</u>	<u>Interval</u>
1/	1/	643106	MarkWest Majorsville	643106	MarkWest Majorsville	200,000	(psig) 2/	1/1-12/31

Primary Delivery Points

Begin	End	Scheduling	Scheduling	Measuring	Measuring	Maximum	Minimum Delivery	Recurrence
<u>Date</u>	<u>Date</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Dth/day</u>	<u>Pressure Obligation</u>	<u>Interval</u>
1/	1/	P1078887	TCO Pool	P1078887	TCO Pool	200,000	(psig) 2/	1/1-12/31

1/ Per Section 2 of the Service Agreement

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

The parties have entered into a Negotiated Rate Letter Agreement for this Service Agreement No. 198823 with an Attachment 1 that contains a footnote pertaining to various pressure obligations pertaining to service hereunder.

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 X 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 X 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 X 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 X 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.

CNX GAS COMPANY LLC

By



Title

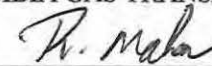
President + CEO

Date

12/28/17

COLUMBIA GAS TRANSMISSION, LLC

By



Russell A. Mahan

Title

Vice President

Date

1/5/18

By



James R. Ecker

Title

Vice President

Date

1/5/18

Legal

23

1-8-18

Date

August 3, 2018

CNX Gas Company LLC
1000 CONSOL Energy Drive
Canonsburg, PA 15317
Attention: Chad Griffith

RE: FTS Agreement No. 198823
Amended and Restated Negotiated Rate Letter Agreement

Dear Chad:

This Amended and Restated Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and CNX Gas Company LLC ("Shipper") shall set forth the applicable rates, calculations thereof, and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced FTS 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 Attachment A-1 attached hereto and made a part hereof.
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 December 28, 2017, which adjustment mechanism is attached hereto and made a part hereof as Attachment A-2, the Daily Demand Rate has been increased by \$0.05 ("Daily Demand Rate Increase"). For the avoidance of doubt, the Daily Demand Rate Increase is included in the Daily Demand Rate set forth in Attachment A-1.
3. Shipper shall have a one-time right, to be exercised no later than six (6) 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.
4. All capitalized terms used but not defined herein shall have the meanings given them in FTS Service Agreement No. 198823.

5. This Amended and Restated Negotiated Rate Letter Agreement replaces and supersedes the Negotiated Rate Letter Agreement between the Parties dated December 28, 2017.

Accepted and agreed to this 3rd day of August, 2018.

CNX Gas Company LLC

By: [Signature]
Title: COO
Date: 8-3-18

Columbia Gas Transmission, LLC

By: [Signature] EMV
Title: Russell A. Mahan
Vice President
Date: 8/3/18

By: [Signature] EMV
Title: Jasmin Bertovic
Vice President
Date: 8/3/18

Attachment A-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
Majorsville (meter no. TBD)	TCO Pool (meter no. P1078887)	200,000 Dth/day	10 years per Section 2 of the Service Agreement	\$0.415	\$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 shall be a TCO-MarkWest mutually agreed upon point of interconnection between the Project and MarkWest's Majorsville processing facility located in Majorsville, West Virginia, provided, however that TCO shall construct the Project pipeline, including an interconnection riser, to the Majorsville property line for interconnection purposes. As part of the Project's facilities, TCO shall construct the necessary compression at its proposed Lone Oak Compressor Station ("Lone Oak") to require Shipper's receipts at Majorsville into the Project to overcome a prevailing line pressure of no more than 1075 psig. Notwithstanding any other provisions herein, Shipper shall be solely responsible (financially and otherwise) for any arrangement and/or agreements, including all interconnection and metering facilities (except for the interconnection riser, which TCO shall provide), upstream of the Majorsville Primary Receipt Point. If Shipper desires an additional interconnection with the Project's pipeline at a location between the Majorsville processing facility and Lone Oak ("Additional Interconnection") at any time during the term of the Service Agreement, TCO shall provide such Additional Interconnection at Shipper's sole cost, and Shipper shall deliver gas to TCO at such Additional Interconnection at pressures sufficient to enter the Project's pipeline up to a maximum prevailing line pressure of 1075 psig, provided however and notwithstanding any such Additional Interconnection(s), Shipper's aggregate Primary Receipt Point quantity for Majorsville and any Additional Interconnections shall not exceed 200,000 Dth/day.**

**** In addition, Shipper shall pay all applicable demand 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, which Shipper shall not pay. Deliveries to TCO Pool will not incur any commodity charges or commodity surcharges; however, deliveries to other delivery points will incur maximum applicable commodity charges and commodity surcharges.**

Retainage: For nominations to delivery points other than TCO Pool, Shipper will pay the fuel retention applicable to Rate Schedule FTS, as such may change from time to time. Shipper shall not pay any fuel retention for deliveries to TCO Pool.

Attachment A-2

2. Shipper's Daily Demand Rates as set forth in the Negotiated Reservation Rates Table in Attachment 1 hereto shall be adjusted as follows:

To the extent Actual Project Costs (defined below) exceed Estimated Project Costs (defined below), Shipper's Daily Demand Rate shall be multiplied by the Capital Cost Overrun Factor ("CCO Factor"). The CCO Factor shall be equal to $1 + [(CCO/EPC) \times 50\%]$. In no event shall the CCO Factor exceed 1.1370, in the case of the Majorsville Daily Demand Rate.

To the extent Actual Project Costs, as defined below, are less than Estimated Project Costs as defined below, Shipper's Daily Demand Rate shall be multiplied by the Capital Cost Underrun Factor ("CCU Factor"). The CCU Factor shall be equal to $1 - [(CCU/EPC) \times 50\%]$. In no event shall the CCU Factor be less than 0.8630, in the case of the Majorsville Daily Demand Rate.

Any such adjustment to Shipper's Daily Demand Rate shall be effective prospectively beginning as soon as administratively feasible, but no later than eighteen (18) months of the later Actual In-Service Date and shall remain in effect for the balance of the Initial Term.

"Actual Project Costs" or APC shall mean, subject to any limits on costs as set forth below, all actual and verifiable costs and expenses incurred by TCO, including trailing costs up to twelve months subsequent to the Actual In-Service Date, to complete the Project consistent with the project components, activities and cost items contemplated in TCO's certificate application with FERC and this Precedent Agreement, including but not limited to (a) all actual and verifiable costs and expenses incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, including compression costs, (b) all actual and verifiable costs and expenses incurred for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all actual and verifiable direct and allocated internal overhead and administrative costs, and (d) an allowance for funds used during construction ("AFUDC") computed in accordance with regulations of the FERC. Notwithstanding the foregoing, TCO shall exclude from the APC all incremental costs related to the Majorsville Area Booster Compression. TCO shall maintain books and records reasonably necessary for Shipper to verify the APC. The Parties acknowledge that TCO's formal books and records that conform with FERC accounting policies and guidelines may not match the APC used to determine Shipper's adjusted Daily Demand Rate.

"Capital Cost Overrun" or "CCO" shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs exceed Estimated Project Costs.

"Capital Cost Underrun" or "CCU" shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs are less than Estimated Project Costs.

"Estimated Project Costs" or "EPC" shall mean all costs and expenses that are projected to be incurred by TCO to complete the Project in the manner contemplated by this Agreement, including but not limited to (a) all costs and expenses projected to be incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, including compression costs, (b) all costs and expenses projected to be incurred for environmental, right-of-way, legal, consultant, construction management, and regulatory activities,

(c) all direct and allocated internal overhead and administrative costs, (d) AFUDC computed in accordance with the regulations of the FERC, and (e) a contingency amount equal to at least 10% of the total of (a) and (b). Notwithstanding the foregoing, TCO shall exclude from the EPC all incremental costs related to the Majorsville Area Booster Compression. For purposes of determining the adjustment to Shipper's Daily Demand Rate pursuant to this provision, the Parties agree that the Estimated Project Costs shall be equal to \$2,026,000,000, which was presented to NiSource Inc.'s board of directors ("Board") on June 24th, 2015. TCO will provide this amount, in sufficient detail by the categories described herein, to Shipper within ten (10) days of such presentation.