Columbia Gas Transmission, LLC

FERC NGA Gas Tariff **Baseline Tariffs**

Proposed Effective Date: April 1, 2022

Service Agreement No. 244599, Revision 1 – SWN Energy Services Company, LLC

Option Code A

Service Agreement No. 244599 Revision No. 1

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 2 _____ day of _____ 2021, 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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. 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. To effectuate Shipper's transportation, Transporter has acquired off-system capacity (approved by the Commission by Order issued December 30, 2015; 153 FERC ¶ 61,382 P 45) ("DTI Capacity") on Dominion Transmission Inc. ("DTI"), in addition to the transportation service to be rendered by Transporter.

Section 2. <u>Term.</u> This Agreement shall commence as of December 1, 2020, and shall continue in full force and effect until October 13, 2031 ("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.

At end of the Initial Term, Shipper shall have the right to extend its Service Agreement for the 205,000 Dth/day for two (2) successive five year terms (each an "Extended Term"), exercisable no later than fourteen (14) months prior to the expiration of the Initial Term or applicable Extended Term at the same rates and commercial terms contained herein.

Section 3. <u>Rates</u>. Shipper, having been apprised of the availability of a maximum recourse reservation rate for service under this Agreement, has elected to pay a formulaic daily negotiated reservation rate, as set forth below:

For the period through March 31, 2022, as well as during any Extended Term, \$0.395 per Dth, provided, however that at any time during this period that the DTI Capacity has been released

to Shipper, the rate shall be equal to \$0.395 per Dth less the lower of \$0.18 per Dth or the maximum capacity release rate applicable to the DTI Capacity.

For the period April 1, 2022 through October 13, 2031, \$0.381 per Dth, provided, however that at any time during this period that the DTI Capacity has been released to Shipper, the rate shall be equal to \$0.381 per Dth less the lower of \$0.18 per Dth or the maximum capacity release rate applicable to the DTI Capacity.

In addition to the negotiated reservation rate, Shipper shall also pay: (a) all commodity charges applicable to service under Rate Schedule FTS; (b) all demand and commodity surcharges applicable to service under Rate Schedule FTS, including the Capital Cost Recovery Mechanism surcharge, as well as the fuel retention applicable to the Rate Schedule FTS, as such may change from time to time; and (c) all applicable demand and commodity surcharges and fuel retention applicable to the DTI Capacity.

Shipper shall have full secondary receipt and delivery point access at no incremental charge.

Section 4. <u>Notices</u>. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana Street, Suite 1300, Houston, Texas 77002, Attention: Customer Services and notices to Shipper shall be addressed to it at SWN Energy Services Company, LLC, 10000 Energy Drive, Spring, Texas 77389-4954, Attention: Bill Hebenstreit, until changed by either party by written notice.

Section 5. <u>Superseded Agreements</u>. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): FTS No. 244599, Revision No. 0

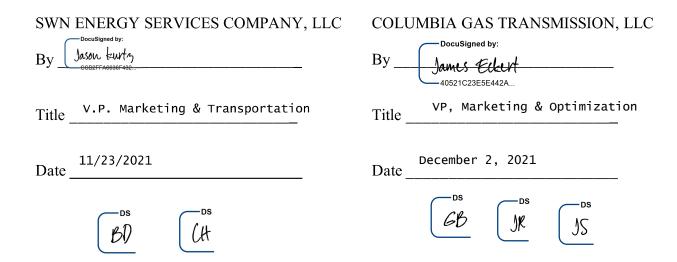
Section 6. <u>Credit Annex</u>. The credit requirements appended hereto as Attachment A are incorporated herein by reference with full force and effect and are made a part of this Service Agreement as though restated herein verbatim.

Section 7. <u>Capacity Release</u>. Transporter intends to release the DTI Capacity to Shipper according to the requirements and restrictions of DTI's FERC Gas Tariff via DTI's electronic bulletin board system. Shipper shall accept all temporary releases of DTI Capacity from Transporter at the applicable DTI currently effective maximum rate during the terms of Shipper's Agreement with Transporter. Pursuant to the DTI FERC Gas Tariff, Shipper shall fulfill all obligations and responsibilities required in the DTI tariff.

Transporter shall release the DTI Capacity on a basis that is recallable under DTI's tariff only in the event that Shipper is in breach of the Service Agreement, credit requirements in Attachment A, or is in violation of the capacity release terms or violates DTI's FERC Gas Tariff, and has failed to cure such breach or violation within 15 (fifteen) business days of notice of such

breach or violation. Shipper shall maintain the right to re-release the DTI Capacity released to it by Transporter.

If Transporter loses access to the DTI Capacity due to termination of the service agreement between Transporter and DTI under which such capacity is provided, and Transporter is unable to continue to provide service to Shipper from the primary receipt point noted in Appendix A to the primary delivery point, then Shipper shall have the right to terminate this Service Agreement, which termination shall be without liability or access to any other remedies between Transporter and Shipper.



Revision No. 1

Appendix A to Service Agreement No. 244599 Under Rate Schedule FTS between Columbia Gas Transmission, LLC ("Transporter") and SWN Energy Services Company, LLC ("Shipper")

Transportation Demand

		Transportation	
Begin	End	Demand	Recurrence
<u>Date</u>	<u>Date</u>	Dth/day	<u>Interval</u>
12/1/2020	$10/\overline{13/2031}$	205.000	1/1-12/31

Primary Receipt Points

Begin <u>Date</u>	End <u>Date</u>	Scheduling Point No. <u>2/</u>	Scheduling Point Name <u>2/</u>	Mea suring Point No.	Measuring Point Name	Maximum Daily Quantity (Dth/day)	Minimum Receipt Pressure Obligation (psig) 1/	Recurrence <u>Interval</u>
12/1/2020	10/13/2031	EB495	Boltz Hill			205,000		1/1-12/31

Primary Delivery Points

Begin <u>Date</u>	End Date	Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Delivery Obligation (Dth/day) 1/	Design Daily Quantity (Dth/day) 1/	Minimum Delivery Pressure Obligation (psig) 1/	Recurrence <u>Interval</u>
12/1/202	0 10/13/2031	P10	TCO Pool	P10	TCO Pool	205,000			1/1-12/31
1/ Application of MDDOs, DDQs and ADQs, minimum pressure and/or hourly flowrate shall be as follows:									
During periods when Transporter has released to Shipper the DTI Capacity, Shipper's primary receipt point shall be the Transporter's interconnect point 843067 with DTI near DTI's Cornwell compressor station located in Kanawha County, West Virginia.									

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

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) Transporter and Shipper have mutually a greed to a Regulatory Restructuring Reduction Option pursuant to Section

for purposes of listing valid secondary interruptible receipt points and delivery points.

42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

YesX_ No (Check applicable blank) All gas shall be delivered at existing points of intereset forth in Transporter's currently effective Rate Schedule Service Agreement No reference.	
Yes X No (Check applicable blank) This Service Agreement covers interim capacity s Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as p	
_X Yes No (Check applicable blank) This Service Agreement covers off-system capacity Right of first refusal rights, if any, applicable to this off-system capacity are limited as provided	
SWN ENERGY SERVICES COMPANY, LLC DocuSigned by:	COLUMBIA GAS TRANSMISSION, LLC DocuSigned by:
By Jason kurtz	By James Eckert
Title V.P. Marketing & Transportation	TitleVP, Marketing & Optimization
Date	Date
BD CH	GB JR JS