

Service Agreement No. 242784  
Revision No. 0

## FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 30<sup>th</sup> day of October, 2020, 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No. 1 (“Tariff”), on file with the Federal Energy Regulatory Commission (“Commission”), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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 the date Transporter is physically capable and legally authorized to provide service associated with Transporter's Buckeye Xpress Project or January 1, 2021 (“In-Service Date”), and shall continue in full force and effect for a term of ten (10) years thereafter. 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 St., Houston, Texas 77002-2700, Attention Commercial Operations and notices to Shipper shall be addressed to it at 1000 CONSOL Energy Drive, Canonsburg, PA 15317, Attention: Chad Griffith, 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.

CNX GAS COMPANY LLC

By [Signature]

Title CEO

Date 10/30/20

COLUMBIA GAS TRANSMISSION, LLC

DocuSigned by:  
By James Eckert  
40521C23E5E442A...

Title VP, Marketing & optimization

Date November 2, 2020

<sup>DS</sup>  
Da

<sup>DS</sup>  
RB

Revision No. 0

Appendix A to Service Agreement No. 242784  
 Under Rate Schedule FTS  
 between Columbia Gas Transmission, LLC (“Transporter”) and CNX GAS COMPANY LLC (“Shipper”)

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand</u> <u>Dth/day</u>	<u>Recurrence Interval</u>
1\	1\	165,000	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</u> <u>(Dth/day)</u>	<u>Minimum Receipt Pressure Obligation</u> <u>(psig) 3/</u>	<u>Recurrence Interval</u>
1/	07/31/2023	643231	Wadestown M&R	643231	Wadestown M&R	2/		1/1-12/31
1/	07/31/2023	643111	Dry Ridge M&R	643111	Dry Ridge M&R	2/		1/1-12/31
08/01/2023	1/	643231	Wadestown M&R	643231	Wadestown M&R	2/		1/1-12/31
08/1/2023	1/	643111	Dry Ridge M&R	643111	Dry Ridge M&R	2/		1/1-12/31

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</u> <u>(Dth/day) 3/</u>	<u>Design Daily Quantity</u> <u>(Dth/day) 3/</u>	<u>Minimum Delivery Pressure Obligation</u> <u>(psig) 3/</u>	<u>Recurrence Interval</u>
1/	1/	P10	TCO Pool	P10	TCO Pool				1/1-12/31
						165,000			

- 1/ Per Section 2 of the Service Agreement.
- 2/ Subject to approval by the Commission, as between the Wadestown and Dry Ridge Primary Receipt Points, the total MDQ shall be 165,000 Dth/d, subject to the following terms:
  - a. For the period from the In-Service Date through 7/31/2023, Shipper shall have Primary Receipt Points at:
    - i. Wadestown (up to 50,000 Dth/d of Shipper's total contractual MDQ of 165,000 Dth/d), and
    - ii. Dry Ridge (remainder of Shipper's total contractual MDQ of 165,000 Dth/d).
  - b. For the period from 8/1/2023 through the end of the contract term, Shipper shall have Primary Receipt Points at:
    - i. Dry Ridge (up to 50,000 Dth/d of Shipper's total contractual MDQ of 165,000 Dth/d), and
    - ii. Wadestown (remainder of Shipper's total contractual MDQ of 165,000 Dth/d).
- 3/ 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  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 CEO

Date 10/30/20

COLUMBIA GAS TRANSMISSION, LLC

By James Eckert <sup>DS</sup> DA  
40521C23E5E442A...

Title VP, Marketing & Optimization

Date November 2, 2020

<sup>DS</sup> RB

Appendix B to Service Agreement No. 242784

October 30, 2020

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

RE: FTS Service Agreement No. 242784  
Negotiated Rate Letter Agreement

Dear Mr. Griffith:

This 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 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” for the transportation service provided shall be those rates and terms agreed upon as set forth in Attachment 1 hereto.

Accepted and agreed to this 30th day of October, 2020.

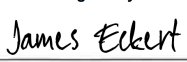
CNX GAS COMPANY LLC

By:  \_\_\_\_\_

Title: CEO \_\_\_\_\_

Date: 10/30/20 \_\_\_\_\_

Columbia Gas Transmission, LLC

DocuSigned by:  
By:  \_\_\_\_\_  
40521C23E5E442A...

Title: VP, Marketing & Optimization \_\_\_\_\_

 DS  
DA

 DS  
RB

Date: November 2, 2020 \_\_\_\_\_

## Appendix B to Service Agreement No. 242784

## ATTACHMENT 1

## NEGOTIATED RESERVATION RATES

<b>Primary Receipt Point(s)</b>	<b>Primary Delivery Point(s)</b>	<b>Transportation Demand*</b>	<b>Initial Term</b>	<b>Daily Demand Rate***</b>	<b>Daily Commodity Rate***</b>	<b>Rate Schedule</b>
Wadestown M&R (643231)	TCO Pool (P10)	Up to 50,000 Dth/d, as set forth in *(a) below	The In-Service Date described below** through 07/31/2023	\$0.295/Dth/d	Maximum applicable	FTS
Dry Ridge M&R (643111)	TCO Pool (P10)	Up to 165,000 Dth/d, as set forth in *(a) below	The In-Service Date described below** through 07/31/2023	\$0.295/Dth/d	Maximum applicable	FTS
Wadestown M&R (643231)	TCO Pool (P10)	Up to 165,000 Dth/d, as set forth in *(b) below	08/01/2023 through ten (10) years following the In-Service Date described below**	\$0.295/Dth/d until the expiration of the first five (5) years following the In-Service Date; \$0.35/Dth/d thereafter.	Maximum applicable	FTS
Dry Ridge M&R (643111)	TCO Pool (P10)	Up to 50,000 Dth/d, as set forth in *(b) below	08/01/2023 through ten (10) years following the In-Service Date described below**	\$0.295/Dth/d until the expiration of the first five (5) years following the In-Service Date; \$0.35/Dth/d thereafter.	Maximum applicable	FTS

\* Subject to approval by FERC:

- a) For the period from the In-Service Date (as such term is defined below) through 7/31/2023, Shipper shall have Primary Receipt Points at:
  - a. Wadestown (up to 50,000 Dth/d of Shipper's total contractual MDQ of 165,000 Dth/d), and
  - b. Dry Ridge (remainder of Shipper's total contractual MDQ of 165,000 Dth/d).
- b) For the period from 8/1/2023 through the end of the contract term, Shipper shall have Primary Receipt Points at:
  - a. Dry Ridge (up to 50,000 Dth/d of Shipper's total contractual MDQ of 165,000 Dth/d), and
  - b. Wadestown (remainder of Shipper's total contractual MDQ of 165,000 Dth/d).

\*\* The term shall be from the later of the date Transporter is physically capable and legally authorized to provide service associated with Transporter's Buckeye XPress Project or January 1, 2021 ("In-Service Date") and shall remain in full force and effect for a term of ten (10) years thereafter.

\*\*\* The negotiated daily reservation rate shall be equivalent to \$0.295/Dth/d for the first five (5) years following the In-Service Date and shall be equivalent to \$0.35/Dth/d thereafter.

In addition to such negotiated daily reservation rate, Shipper shall pay all applicable commodity charges, reservation and commodity surcharges, overrun charges, retainage charges, and other applicable charges specified under Rate Schedule FTS, as set forth in Transporter's FERC Gas Tariff as such may change from time to time ("Tariff"); provided however, Shipper shall not pay (a) the Capital Cost Recovery Mechanism ("CCRM") or (b) any other mechanism substantially similar to CCRM designed to recover cost associated with system modernization ("Transaction Rates").

For primary firm transportation service, the negotiated daily reservation rate stated above shall apply only to transportation service between the primary receipt and delivery points identified in this Negotiated Rate Letter Agreement at the time of its execution, and shall not apply to transportation service between any additional point(s), regardless of whether such point(s) are later identified in the Negotiated Rate Letter Agreement or FTS Service Agreement No. 242784 as primary. For secondary transportation service Shipper shall have full secondary receipt and delivery point access at the Transaction Rates, pursuant to the terms and conditions of the Tariff.