

Columbia Gas Transmission, LLC

FERC NGA Gas Tariff

Baseline Tariffs

Proposed Effective Date: September 16, 2019

Service Agreement No. 215082 – SWN Energy Services Company, LLC

Option Code A

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of September, 2019, 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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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.

Section 2. Term. Service under this Agreement commenced on March 1, 2019, and shall continue in full force and effect through February 28, 2034 ("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 the end of the Initial Term, Shipper shall have the right to extend the Service Agreement for up to two successive five (5) year extension terms (each an "Extended Term"), exercisable by written notice to Transporter no later than twelve months prior to the expiration of the Initial Term and first Extended Term, if applicable. The MDQ for the first Extended Term, if applicable, must be for a minimum quantity of 90,000 Dth/d (if Shipper elects to extend capacity on TCO). The MDQ for the second Extended Term, if applicable, may be for any quantity up to, but not exceeding, the MDQ for the first Extended Term, if applicable. Any Extended Term will be at the same rates and commercial terms as specified for the Initial Term except that the daily demand rate stated in Exhibit A shall be reduced by \$0.01/Dth during any Extended Term.

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 Exhibit A.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana, Suite 700, Houston, Texas 77002, Attention: Customer Services and notices to Shipper shall be addressed to it at 10000 Energy Drive, Spring Texas 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 Service Agreement No. 215082 Revision 0.

Section 6. Credit Annex. 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.

SWN ENERGY SERVICES COMPANY,
LLC

By 

Title Jason Kurtz
VP, Marketing & Transportation

Date 9-10-19

B00

COLUMBIA GAS TRANSMISSION, LLC

By 

Title Jon A. Dobson
Corporate Secretary

Date 9/10/2019

By 

Title Jasmin Bertovic
Vice President

Date 9-10/19



Appendix A to Service Agreement No. 215082
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
and SWN Energy Services Company, LLC ("Shipper")

Transportation Demand

<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>	<u>Transportation</u> <u>Demand</u> <u>Dth/day</u>	<u>Recurrence</u> <u>Interval</u>
3/1/2019	2/28/2034	225,000	1/1-12/31

Primary Receipt Points

<u>Begin</u> <u>Date</u>	<u>End</u> <u>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</u> <u>Daily Quantity</u> <u>(Dth/day)</u>	<u>Minimum Receipt</u> <u>Pressure Obligation</u> <u>(psig) 1/</u>	<u>Recurrence</u> <u>Interval</u>
9/16/2019	2/28/2034	643106	MarkWest Majorsville MXP	643106	MarkWest Majorsville	125,000		1/1-12/31
3/1/2019	2/28/2034	643194	Receipt Point No. 2	643194	MXP Receipt Point No. 2	225,000		1/1-12/31
9/16/2019	2/28/2034	643129	Ft. Beeler	643129	Ft. Beeler	100,000		1/1 – 12/31

Primary Delivery Points

<u>Begin</u> <u>Date</u>	<u>End</u> <u>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 Obligation</u> <u>(Dth/day) 1/</u>	<u>Design Daily</u> <u>Quantity</u> <u>(Dth/day) 1/</u>	<u>Minimum Delivery</u> <u>Pressure Obligation</u> <u>(psig) 1/</u>	<u>Recurrence</u> <u>Interval</u>
3/1/2019	2/28/2034	P1030126	TCO Pool	P1030126	TCO Pool	225,000			1/1-12/31

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

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 
Title Jason Kurtz
VP, Marketing & Transportation
Date 9-10-19

1540

COLUMBIA GAS TRANSMISSION, LLC

By 
Title Jon A. Dobson
Corporate Secretary
Date 9/10/2019

By 
Title Jasmin Bertovic
Vice President
Date 9/10/19



September 9, 2019

SWN ENERGY SERVICES COMPANY, LLC
10000 Energy Drive
Spring, TX 77389-4954
Attention: Jason Kurtz

RE: FTS Service Agreement No. 215082 Revision 1
Negotiated Rate Letter Agreement

Dear Jason:

This Negotiated Rate Letter Agreement Revision 1, effective September 16, 2019, between Columbia Gas Transmission, LLC ("Transporter") and SWN Energy Services 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 Service Agreement.

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 1 hereto.
2. This Negotiated Rate Letter Agreement replaces and supersedes the Negotiated Rate Letter Agreement executed between the parties and dated November 29, 2018.

[SIGNATURES ON NEXT PAGE]

Accepted and agreed to this 15th day of September 2019.

SWN Energy Services Company, LLC

By: 

Title: Jason Kurtz
VP, Marketing & Transportation

Date: 9-10-19

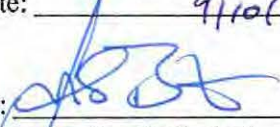
800

Columbia Gas Transmission, LLC

By: 

Title: Jon A. Dobson
Corporate Secretary

Date: 9/10/2019

By: 

Title: Jasmin Bertovic
Vice President

Date: 9/10/19

ATTACHMENT 1

NEGOTIATED RESERVATION RATES

Primary Receipt Point(s)*	Primary Delivery Point(s)*	Transportation Demand (Dth/day)	Term	Daily Demand Rate**	Daily Commodity Rate**	Rate Sched
MarkWest Majorsville (meter no. 643106)***	TCO Pool (meter no. P1030126)	125,000 Dth/day	9/16/2019 through 2/28/2034	\$0.375	Minimum applicable	FTS
MXP Receipt Point No. 2 (meter no. 643194)	TCO Pool (meter no. P1030126)	225,000 Dth/day	3/1/2019 through 2/28/2034	\$0.375	Minimum applicable	FTS
Ft. Beeler (meter no. 643129)	TCO Pool (meter no. P1030126)	100,000 Dth/day	9/16/2019 through 2/28/2034	\$0.375	Minimum applicable	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. MXP Receipt Point No. 2 ("Flexible Receipt Point") notwithstanding, Shipper's total delivery rights and capacity shall not exceed 225,000 Dth/day. Additionally, for avoidance of doubt and from a Platts Gas Daily ("PGD") price index perspective, TCO Pool is currently reflected in the PGD's "Daily price survey (\$/MMBtu)" under the "Appalachia" region as "Columbia Gas, App." and is not part of "Columbia Gas, App. non-IPP". If, during the Initial Term or any Extended Term, TCO changes its system such that the location of TCO Pool is effectively east of TCO's Lanham Compressor Station ("Lanham"), or moved from the SM Line, then Shipper shall have the right to amend up to 225,000 Dth/d of its TCO Pool delivery point capacity under its Service Agreement to another nomination location to be created by TCO and located on the discharge side (i.e., west) of Lanham and located on TCO's SM Line.

** 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) which Shipper shall not pay. Notwithstanding the foregoing, commodity charges will not be assessed on nominations for delivery to the TCO Pool.

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; provided that Shipper will not be required to pay fuel retention on nominations for delivery to the TCO Pool.

*** The Majorsville primary receipt point shall be a mutually agreed upon point of interconnection to MarkWest's Majorsville processing facility located in Majorsville, West Virginia ("Majorsville"); provided, however, that TCO shall use commercially reasonable efforts to construct the Project to the Majorsville property line. TCO at its sole cost and expense, shall install the taps, risers and valves for Shipper's Flexible Receipt Point; provided, however, that such locations shall be mutually agreeable to TCO, exercising commercially reasonable judgment, including but not limited to consideration of whether the proposed locations are suitable for permitting and construction activities.

As part of the Project's facilities, TCO plans to construct the necessary compression at its proposed Lone Oak Compressor Station ("Lone Oak") to enable Shipper's receipts at Majorsville and Shipper's Flexible Receipt into Project at the estimated and otherwise lower design operating pressures indicated below. Shipper shall deliver gas to TCO at the Majorsville and Flexible Receipt Point at pressures sufficient to enter the Project's pipeline (i) at a Majorsville receipt point pressure up to a maximum of 1075 psig; (ii) between the Majorsville receipt point and the suction side of Lone Oak at an estimated pressure range of 900 psig up to a maximum of 1075 psig; and (iii) between the discharge side of Lone Oak and the suction side of TCO's proposed Sherwood Compressor Station at an estimated pressure range of 1075 psig to 1430 psig; provided however, any such pressures shall not exceed the anticipated MAOP of the Project's pipeline of 1440 psig. Provided further, Shipper shall be solely responsible (financially and otherwise) for any upstream arrangements and/or agreements at Majorsville and the Flexible Receipt Point associated with interconnection and metering facilities.

New Delivery Point Interconnect: At Shipper's option, and recognizing the value of such new delivery point interconnection to TCO's Project, TCO agrees to install up to one (1) new delivery point interconnection, sufficient to provide up to 400,000 Dth/d (including all associated metering facilities but specifically excluding any necessary compression facilities required to enter a higher pressure third party interstate pipeline, provided, however, TCO agrees to reasonably cooperate with Shipper on a mutually agreeable compression solution should one be needed at the new interconnect), at TCO's sole cost and expense not to exceed \$10,000,000 (before Shipper exercises its option, TCO agrees to provide Shipper an estimate of the costs to install the new delivery point interconnection and if costs exceed \$10,000,000, Shipper agrees to reimburse TCO for all costs in excess of \$10,000,000), to any current or future third party interstate pipeline that intersects the Project Facilities; provided, however, that Shipper must provide TCO with at least eighteen (18) months prior written notice for such new delivery point with an effective in-service date no earlier than the start of the second year but no later than the start of the fourth year of Shipper's Initial Term; and

provided, further, that such delivery location shall be mutually agreeable to TCO, exercising commercially reasonable judgment, including but not limited to consideration of whether the proposed locations are suitable for permitting and construction activities.

Backhaul Option: As part of the Project, TCO does not anticipate providing shippers firm transportation capacity from Leach or TCO Pool to Majorsville in a south to north direction ("Backhaul"). Subject to the receipt of all necessary approvals, if TCO decides, in its sole discretion, to pursue a Backhaul expansion project that requires additional facilities to the Project to be effective at any time during Shipper's Initial Term, then TCO shall provide Shipper with not less than thirty days prior written notice of the commencement of the initial TCO open season only for such Backhaul expansion project ("Backhaul Expansion Notice") and afford Shipper the option to participate in such open season as an anchor shipper (to be defined in such open season), but only if Shipper provides TCO with written notice, prior to the expiration of TCO's Backhaul Expansion Notice, of its election to participate as an anchor shipper.

Project Construction Cost Sharing: Shipper's negotiated reservation rates hereunder reflect Shipper's contribution toward any Project construction cost sharing.