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Jim Downs

Vice President of Rates & Regulatory Affairs

September 2, 2015

Ms. Kimberly D. Bose
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

Re: *Columbia Gas Transmission, LLC*, Docket No. RP15-____-000
Negotiated Rate and Non-Conforming Agreements Filing

Dear Ms. Bose:

In accordance with Part 154 of the Federal Energy Regulatory Commission's ("FERC" or "the Commission") regulations,¹ and section 46.11 of the General Terms and Conditions ("GTC") of its FERC Gas Tariff, Fourth Revised Volume No. 1, Columbia Gas Transmission, LLC ("Columbia") hereby submits for Commission review and approval the negotiated rate and non-conforming amendments to the following service agreements:

FTS Service Agreement No. 161147, Rev 1
Between Columbia Gas Transmission, LLC and
SWN Energy Services Company, LLC
Dated August 28, 2015

FTS Service Agreement No. 161148, Rev 1
Between Columbia Gas Transmission, LLC and
SWN Energy Services Company, LLC
Dated August 28, 2015

In addition, Columbia submits for filing the following revised tariff section, with a proposed effective date of October 1, 2015:

<u>Part</u>	<u>Version</u>	<u>Title</u>
VIII.12	23.0.0	Non-Conforming Service Agreements

¹ 18 C.F.R. Part 154 (2015).

Finally, Columbia submits for filing the following revised tariff section for inclusion in its FERC Gas Tariff, Original Volume No. 1.1 tariff, with a proposed effective date of October 1, 2015:

<u>Part</u>	<u>Version</u>	<u>Title</u>
1	31.0.0	Table of Contents
4.19	0.0.0	Service Agreement No. 161147 – SWN Energy Services Company, LLC
4.20	0.0.0	Service Agreement No. 161148 – SWN Energy Services Company, LLC

Statement of Nature, Basis and Reasons

A. Background

Columbia is submitting for review and approval the following:

1. A non-conforming and negotiated rate agreement between Columbia and SWN Energy Services Company, LLC (“SWN Energy”) (“SWN Energy I Agreement”) for 42,000 dekatherms per day (“Dth/day”); and
2. A non-conforming and negotiated rate agreement between Columbia and SWN Energy (“SWN Energy II Agreement”) for 30,000 Dth/day. (the agreements are collectively referred to as the “SWN Energy Agreements”).

Each of the SWN Energy Agreements provides SWN Energy with capacity on Columbia’s East Side Expansion Project, described below, under terms reflecting those agreed upon for service on the East Side Expansion Project.

On February 21, 2012, Columbia held an open season to solicit interest in the East Side Expansion Project. As a result of the open season, Columbia entered into precedent agreements with SWN Energy, among others.

On November 1, 2013, Columbia filed an application under section 7(c) of the Natural Gas Act (“NGA”) seeking authorization to construct and operate pipeline, compression, and auxiliary facilities in Pennsylvania, New Jersey, New York, and Maryland, i.e. the East Side Expansion Project.² The East Side Expansion Project is designed to increase firm pipeline transportation service on the Columbia system by 312,000 Dth/day. In the November Filing, Columbia included the precedent agreement between Columbia and SWN Energy.

On December 18, 2014, the Commission issued an order issuing the certificate to construct the East Side Expansion Project.³ The portion of the East Side Expansion Project underpinning the SWN Energy Agreements filed herein will be in service on October 1, 2015. To facilitate SWN Energy’s firm transportation on the East Side Expansion Project beginning October 1, 2015, and consistent with the precedent agreements, Columbia entered into the SWN Energy Agreements. Because the SWN Energy Agreements contain negotiated rates and non-conforming provisions, Columbia is filing and requesting that the Commission approve the SWN Energy Agreements with an effective date of October 1, 2015.

² Columbia Gas Transmission, LLC, Docket No. CP14-17-000 (Nov. 1, 2013) (“November Filing”).

³ *Columbia Gas Transmission, LLC*, 149 FERC ¶ 61,255 (2014).

B. Negotiated Rate and Non-Conforming Provisions

The Commission's Negotiated Rate Policy Statement requires that pipelines provide "a detailed narrative outlining the terms of its negotiated contract, the manner in which such terms differ from its form of service agreement, the effect of such terms on the rights of the parties, and why such deviation does not present a risk of undue discrimination."⁴ In accordance with this directive, Columbia informs the Commission that Columbia and SWN Energy have agreed to the negotiated rates and non-conforming provisions, discussed herein.

Furthermore, Section 154.112(b) of the Commission's regulations states that "[c]ontracts for service pursuant to [18 C.F.R. part 284] that deviate in any material aspect from [a pipeline's] form of service agreement must be filed."⁵ In *Columbia Gas Transmission Corp.*, the Commission clarified that a material deviation is contractual language that goes beyond the filling-in of the blank spaces in the *pro forma* service agreement and that affects the substantive rights of the parties.⁶ The Commission determined that material deviations from the *pro forma* service agreement in a pipeline's applicable tariff fall into two general categories—those that must be prohibited because they present a significant potential for discrimination among shippers and those that can be permitted without substantial risk of discrimination.⁷ Columbia submits that all of the provisions of the SWN Energy Agreements are either: (1) consistent with Columbia's FERC Gas Tariff and therefore not materials deviations; or (2) permissible deviations that do not pose a threat of undue discrimination. In compliance with the Commission's regulations, Columbia is filing the SWN Energy Agreements.

1. Section 1

The SWN Energy Agreements both contain a non-conforming provision in Section 1 (Service to be Rendered) providing that "A portion of Shipper's transportation is provided by Transporter via off system capacity acquired by Transporter on Millennium Pipeline Company, LLC ("MPC")." Section 47.1 of Columbia's Tariff requires Columbia to seek prior authorization from FERC to acquire offsystem capacity that will be used to meet new firm service commitments.⁸ With respect to this offsystem capacity, Columbia already has filed, and the Commission accepted, the requests for capacity on MPC.⁹ As stated in these prior filings, Columbia will not include, nor seek the recovery of, any of the costs associated with the transportation service arrangement with SWN Energy in Columbia's Transportation Cost Rate Adjustment Mechanism ("TCRA"). Furthermore, no other shipper besides the East Side Expansion Project shippers will be impacted by Columbia obtaining the Millennium capacity. As such, Columbia respectfully requests that the Commission authorize the acquisition and approve the non-conforming language in Section 1 of the SWN Energy Agreements.

⁴ *Natural Gas Pipelines Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134, at P 33 (2003).

⁵ 18 C.F.R. § 154.112(b).

⁶ 97 FERC ¶ 61,221, at 62,002 (2001).

⁷ *Id.* at 62,003.

⁸ See, Tariff Section 47.1 OFF SYSTEM PIPELINE CAPACITY, states "Transporter will seek prior authorization from the Federal Energy Regulatory Commission prior to acquiring offsystem capacity that will be used to meet new firm service commitments."

⁹ See Columbia Gas Transmission, LLC, Letter Order, Docket No. RP15-1175-000 (Aug. 21, 2015); Columbia Gas Transmission, LLC, Letter Order, Docket No. RP15-1167-000 (Aug. 14, 2015); Columbia Gas Transmission, LLC, Letter Order, Docket No. RP14-611-000 (Apr. 4, 2014).

2. Section 2

The SWN Energy I Agreement contains a non-conforming provision in Section 2 (Term) stating that SWN Energy has the one-time right, subject to certain conditions, to extend the term of their service agreements for an additional term of 5 years, at certain, specified rates. The SWN Energy I Agreement also provides for the procedures it must follow to notify Columbia of this one-time extension. Columbia's Tariff provides that Columbia and a shipper have the right to renegotiate any of the terms of a long-term service agreement, including the rates to be charged, prior to the expiration of its term in exchange for the shipper's agreement to extend the use of at least part of its capacity.¹⁰ Consistent with the Tariff, the above Section 2 of the SWN Energy I Agreement gives SWN Energy the right to mutually agree with Columbia to extend the term of the service agreement. All shippers on Columbia's system have a similar right. Accordingly, the non-conforming provision does not confer any benefits on SWN Energy that are not available to all shippers. Furthermore, the Commission has allowed Columbia to include similar provisions in service agreements allowing a shipper the right to extend the term of the service agreement,¹¹ and in this case, the Commission should accept this non-conforming provision consistent with its prior orders.

The SWN Energy II Agreement contains non-conforming provisions in Section 2 stating that prior to the Estimated In-Service Date, SWN Energy will notify Columbia of its Transportation Demand, which may be between 0 Dth/d and 30,000 Dth/d. As discussed below, the rate charged to SWN Energy for service under the SWN Energy Agreements is calculated in proportion to the Transportation Demand elected.

3. Section 3

Finally, Section 3 (Rates) of all of the SWN Energy Agreements contain negotiated rates and non-conforming provisions. Specifically, the SWN Energy I Agreement contains the following provisions:

Shipper, aware of the availability of a maximum recourse rate, elects to pay a negotiated reservation rate of \$14.30 per Dth per month; however, if the Transportation Demand elected under any or all of Service Agreement Nos. 161148-FTS, 161149-FTS, 161150-FTS, 161151-FTS, and 161152-FTS is zero (0), Shipper shall pay a negotiated reservation rate of \$14.598 per Dth per month for each corresponding term, as applicable. Except as otherwise stated in this Section 3, the negotiated reservation rate shall be fixed for the primary term of the Service Agreement, regardless of the maximum recourse rate set forth in the Tariff. In addition to the negotiated reservation rate set forth above, Shipper shall pay all demand surcharges on Transporter applicable to Rate Schedule FTS and on MPC applicable to Rate Schedule FT-1 that are set forth in each pipeline's respective Tariff, as those surcharges may be amended, added or modified from time to time. During the initial primary term of service of ten (10) years, Shipper shall not pay Transporter's Capital Cost Recovery Mechanism ("CCRM") charge. Shipper shall pay a negotiated base commodity rate that shall be the sum of the maximum base commodity rate under Rate Schedule FTS on Transporter and the maximum base commodity rate under Rate Schedule FT-1 on MPC, as such may change from time to time, unless the sum of such maximum base commodity rates exceed \$0.0123 per Dth. If the sum of such maximum base commodity rates exceeds \$0.0123 per Dth, Shipper's negotiated base commodity rate shall be fixed at \$0.0123 per Dth for the time period the sum of such maximum base commodity rates exceed \$0.0123 per Dth. Shipper shall pay all

¹⁰ Columbia FERC Gas Tariff GTC at 4.1(b)(2).

¹¹ *Columbia Gas Transmission, LLC*, Docket No. RP10-828-000, Letter Order (July 6, 2010).

commodity surcharges for Rate Schedule FTS on Transporter and for Rate Schedule FT-1 on MPC as set forth in the respective Tariffs as such may change from time to time. Shipper shall provide the respective maximum retainage rate for Rate Schedule FTS on Transporter and Rate Schedule FT-1 on MPC as set forth in the respective Tariffs; however, if such combined total retainage at any time exceeds 2.50%, Shipper's negotiated commodity rate shall be reduced to \$0.00 (zero) prospectively for such time as the combined retainage rates exceed 2.50%. Shipper shall pay the same demand, commodity, surcharges and applicable retention when using all current and future Secondary Receipt and Delivery Points as described for Primary Points above.

Section 3 of the SWN Energy II Agreement contains the following provisions:

Shipper, aware of the availability of a maximum recourse rate, elects to pay a negotiated reservation rate of \$14.30 per Dth per month; however, if the Transportation Demand elected under this Service Agreement is less than 30,000 Dth/day, but greater than zero (0) Dth/day, Shipper shall pay a negotiated reservation rate calculated pursuant to the following formula: $\$14.30 + (((1 - (\text{Transportation Demand elected} / 30,000 \text{ Dth/day})) \times (\$5.00) / 12) \times (30,000 \text{ Dth/day} / \text{Transportation Demand elected}))$. The negotiated reservation rate shall be fixed for the primary term of the Service Agreement, regardless of the maximum recourse rate set forth in the Tariff. In addition to the negotiated reservation rate set forth above, Shipper shall pay all demand surcharges on Transporter applicable to Rate Schedule FTS and on Millennium Pipeline Company, LLC ("MPC") applicable to Rate Schedule FT-1 that are set forth in each pipeline's respective Tariff, as those surcharges may be amended, added or modified from time to time. During the primary term of service of one (1) year, Shipper shall not pay the Capital Cost Recovery Mechanism ("CCRM") charge. Shipper shall also pay a negotiated base commodity rate that shall be the sum of the maximum base commodity rate under Rate Schedule FTS on Transporter and the maximum base commodity rate under Rate Schedule FT-1 on MPC, as such may change from time to time, unless the sum of such maximum commodity rates exceed \$0.0123 per Dth. If the sum of such maximum base commodity rates exceeds \$0.0123 per Dth, Shipper's negotiated base commodity rate shall be fixed at \$0.0123 per Dth for the time period the sum of such maximum base commodity rates exceed \$0.0123 per Dth. Shipper shall pay all commodity surcharges for Rate Schedule FTS on Transporter and for Rate Schedule FT-1 on MPC as set forth in the respective Tariffs as such may change from time to time. Shipper shall provide the respective maximum retainage rate for Rate Schedule FTS on Transporter and Rate Schedule FT-1 on MPC as set forth in the respective Tariffs; however, if such combined total retainage at any time exceeds 2.50%, Shipper's negotiated commodity rate shall be reduced to \$0.00 (zero) prospectively for such time as the combined retainage rates exceed 2.50%. Shipper shall pay the same demand, commodity, surcharges and applicable retention when using all current and future Secondary Receipt and Delivery Points as described for Primary Points above.

Section 3 of the SWN Energy I Agreement includes reference to five service agreements, which are for five successive one-year terms. The first of these service agreements is the SWN Energy II Agreement, which commences October 1, 2015. The SWN Energy I Agreement provides that each year, SWN Energy will notify Columbia of its Transportation Demand election under the corresponding Service Agreement (beginning with the SWN Energy II Agreement), and SWN Energy's Transportation Demand elected under such Service Agreement will determine the rate paid by SWN Energy under both of the SWN Energy Agreements for that year. Columbia will file annually the corresponding Service Agreement, which will be similar to the SWN Energy II Agreement, prior to the in-service date. The negotiated reservation rate paid under the SWN Energy I Agreement will be \$14.30/Dth/month, unless SWN

Energy elects a Transportation Demand of zero under the corresponding one-year agreement, in which case its negotiated reservation rate will be \$14.598/Dth/month. The negotiated reservation rate paid under the SWN Energy II Agreement will be \$14.30/Dth/month if SWN Energy elects a Transportation Demand of 30,000 Dth/d. For Transportation Demand greater than 0 Dth/d but less than 30,000 Dth/d, the negotiated reservation rate will increase inversely with the level of Transportation Demand elected, in accordance with the formula set forth in Section 3.

Columbia granted SWN Energy these provisions to secure SWN Energy's financial support for construction of the East Side Expansion Project. As a gas producer, SWN Energy requested these provisions to allow it to better manage the sometimes uncertain timing related to its gas production. By allowing SWN Energy to adjust the level of capacity under contract on an annual basis, these provisions will give SWN Energy flexibility to address annual variability in its production schedules. This provision addresses the unique circumstances of this project shipper in a way that secured SWN Energy's support for the project. The Commission should therefore determine that this non-conforming provision does not present a risk of undue discrimination.¹²

With respect to the CCRM surcharge, Columbia has the ability to negotiate the applicability of the CCRM surcharge, as well as all other charges and surcharges associated with service. For CCRM rate design purposes, Columbia will treat this agreement, as well as all other negotiated rolled-in transportation contracts, as if SWN Energy was paying the maximum recourse rate. Columbia will include the agreement's full billing determinants in the calculation of the CCRM surcharge, thus treating the agreement as if SWN Energy paid the CCRM surcharge and placing Columbia at-risk for recoveries of CCRM costs associated with that capacity. The Commission has accepted another service agreement that granted a shipper a negotiated rate not subject to the CCRM.¹³ Accordingly, the Commission should find that the provisions in Section 3 of the SWN Energy Agreements are not unduly discriminatory.

Pursuant to the Commission's Negotiated Rate Policy Statement,¹⁴ Columbia has delineated the differences between the negotiated rate and non-conforming provisions in the SWN Energy Agreements and Columbia's form of service agreement in a marked version of the agreements contained in Columbia's tariff.

Request for Waiver

Columbia respectfully requests that the Commission grant any waivers that it may deem necessary to accept this filing and to allow the referenced negotiated rate and non-conforming provisions in the SWN Energy Agreements to become effective as requested on October 1, 2015. Columbia intended to file the SWN Energy Agreements on September 1, 2015, but due to delays in the parties executing the agreements, Columbia was unable to file. Therefore, Columbia is filing on September 2, 2015, and Columbia requests that the SWN Energy Agreements become effective on October 1, 2015. October 1, 2015 must be the effective date of the SWN Energy Agreements because this date coincides with the anticipated in-service date of the portion of the East Side Expansion Project underpinning the SWN Energy Agreements.

¹² See generally *Rockies Express Pipeline, LLC*, 116 FERC ¶ 61,272, at PP 76-78 (2006) (approving non-conforming provision granting a producer the right to increase transportation demand, which was executed in order to "secure the necessary financial commitments for construction" and which "was tailored to address the unique circumstance of the respective shipper.")

¹³ *Columbia Gas Transmission, LLC*, Docket No. RP13-1020-000, Letter Order (July 25, 2013) (letter order accepting negotiated rate agreement).

¹⁴ *Natural Gas Pipelines Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134, PP 32-33 (2003).

Motion

Pursuant to Section 154.7(a)(9) of the Commission's regulations, Columbia moves to place the proposed tariff records into effect at the requested effective date of October 1, 2015.

Material Submitted Herewith

In accordance with Section 157(a)(1) of the Commission's regulations, the following material is submitted herewith:

- (1) The proposed revised tariff sections being filed;
- (2) A marked version of the revised tariff sections in accordance with Section 154.201(a) of the Commission's regulations; and
- (3) A copy of each of the SWN Energy Agreements, as well as a marked version showing the changes from Columbia's *pro forma* FTS service agreement.

Posting and Certification of Service

Pursuant to Sections 154.2(d), 154.7(b), and 154.208(b) of the Commission's regulations, a copy of this tariff filing is being served to all of Columbia's existing customers, and affected state commissions. A copy of this filing is also available for public inspection during regular business hours in a convenient form and place at Columbia's offices at 5151 San Felipe, Suite 2400, Houston, Texas, 77056.

Service on Columbia

It is requested that a copy of all communications, correspondence and pleadings with respect to this filing be sent to:

*James R. Downs, Vice President of Rates & Regulatory Affairs
Sorana Linder, Manager of Rates & Regulatory Affairs
Columbia Gas Transmission, LLC
5151 San Felipe, Suite 2400
Houston, Texas 77056
Phone: (713) 386-3759
Email: jdowns@cpg.com
slinder@cpg.com

*Tyler R. Brown, Senior Counsel
Columbia Gas Transmission, LLC
5151 San Felipe, Suite 2400
Houston, TX 77056
Phone: (713) 386-3797
Email: tbrown@cpg.com

*Persons designated for official service pursuant to Rule 2010.

Conclusion

Pursuant to Section 385.2005 and Section 385.2011(c)(5) of the Commission's regulations, the undersigned certified that: (1) he has read the filing and knows its contents; (2) the contents are true to the best of his knowledge and belief; and (3) the undersigned possesses full power and authority to sign the filing.

Respectfully submitted,

A handwritten signature in black ink that reads "James R. Downs". The signature is written in a cursive, slightly slanted style.

James R. Downs
Vice President, Rates and Regulatory Affairs

Enclosures

CLEAN SERVICE AGREEMENT

Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Original Volume No. 1.1

Section 4.19
Non-Conf Neg Rate Svc Agmts
Version 0.0.0

Non-Conforming Service Agreement No.
161147

SWN Energy Services Company, LLC

Agreement Effective Date: October 1, 2015

Issued: September 2, 2015

Effective: October 1, 2015

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of August, 2015, 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. A portion of Shipper's transportation is provided by Transporter via off system capacity acquired by Transporter on Millennium Pipeline Company, LLC ("MPC"). 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 be effective as of the later of October 1, 2015, or the date that all of Transporter's East Side Expansion Project facilities necessary to provide Shipper firm transportation service pursuant to this agreement have been constructed and placed into service and Transporter is physically able to accept and schedule timely nominations for service under Shipper's agreement ("Actual In-Service Date") and shall continue in full force and effect for a term of ten (10) years. Subject to Transporter's ability, in its commercially reasonable discretion, to retain the Millennium Pipeline Company, LLC ("MPC") capacity necessary to provide such service on acceptable terms and conditions, Shipper shall have a one-time right to extend the term of its Service Agreement for an additional term of five (5) years, at the lesser of (A) the then-effective maximum recourse rates for Rate Schedule FTS, plus all applicable charges for MPC capacity held by Transporter to provide this service, or (B) the negotiated reservation rate; provided, however, the maximum applicable commodity rate, commodity surcharges, the Capital Cost Recovery Mechanism ("CCRM Charges"), and retainage shall apply regardless of the rate applicable to any extension. Once determined, the rate during the one time extension of its Service Agreement shall be fixed for the entire extended term. Transporter will notify Shipper of its pending election seven (7) months prior to termination of the Service Agreement. Shipper must notify Transporter of its election to extend the Service Agreement at least six (6) months prior to the termination of the Service Agreement. 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, aware of the availability of a maximum recourse rate, elects to pay a negotiated reservation rate of \$14.30 per Dth per month; however, if the Transportation Demand elected under any or all of Service Agreement Nos. 161148-FTS, 161149-FTS, 161150-FTS, 161151-FTS, and 161152-FTS is zero (0), Shipper shall pay a negotiated reservation rate of \$14.598 per Dth per month for each corresponding term, as applicable. Except as otherwise stated in this Section 3, the negotiated reservation rate shall be fixed for the primary term of the Service Agreement, regardless of the maximum recourse rate set forth in the Tariff. In addition to the negotiated reservation rate set forth above, Shipper shall pay all demand surcharges on Transporter applicable to Rate Schedule FTS and on MPC applicable to Rate Schedule FT-1 that are set forth in each pipeline's respective Tariff, as those surcharges may be amended, added or modified from time to time. During the initial primary term of service of ten (10) years, Shipper shall not pay Transporter's Capital Cost Recovery Mechanism ("CCRM") charge. Shipper shall pay a negotiated base commodity rate that shall be the sum of the maximum base commodity rate under Rate Schedule FTS on Transporter and the maximum base commodity rate under Rate Schedule FT-1 on MPC, as such may change from time to time, unless the sum of such maximum base commodity rates exceed \$0.0123 per Dth. If the sum of such maximum base commodity rates exceeds \$0.0123 per Dth, Shipper's negotiated base commodity rate shall be fixed at \$0.0123 per Dth for the time period the sum of such maximum base commodity rates exceed \$0.0123 per Dth. Shipper shall pay all commodity surcharges for Rate Schedule FTS on Transporter and for Rate Schedule FT-1 on MPC as set forth in the respective Tariffs as such may change from time to time. Shipper shall provide the respective maximum retainage rate for Rate Schedule FTS on Transporter and Rate Schedule FT-1 on MPC as set forth in the respective Tariffs; however, if such combined total retainage at any time exceeds 2.50%, Shipper's negotiated commodity rate shall be reduced to \$0.00 (zero) prospectively for such time as the combined retainage rates exceed 2.50%. Shipper shall pay the same demand, commodity, surcharges and applicable retention when using all current and future Secondary Receipt and Delivery Points as described for Primary Points above.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: James R. Eckert and notices to Shipper shall be addressed to it at 10000 Energy Drive, Spring TX 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 No. 161147, Revision No. 0.

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

SWN ENERGY SERVICES COMPANY, LLC

By

Title Sr. Vice President - Midstream

Date 8/31/2015

BH
8/31

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COLUMBIA GAS TRANSMISSION, LLC

By

Title Sr Vice President Commercial Operations

Date

8-28-15

James R. Eckert

Appendix A to Service Agreement No. 161147
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
and SWN Energy Services Company, LLC ("Shipper")

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
Actual In- Service Date	Ten (10) years from the Actual In- Service Date	42,000	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) 1/</u>	<u>Recurrence Interval</u>
See Above	See Above	640168	Stagecoach Receipt	640168	Stagecoach Receipt	17,568		1/1-12/31
See Above	See Above	642638	Sanford	642638	Sanford	24,432		1/1-12/31

Appendix A to Service Agreement No. 161147
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
and SWN Energy Services Company, LLC ("Shipper")

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) 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>
See Above	See Above	Loudoun	Loudoun LNG	Loudoun	LNG	42,000			1/1-12/31

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

Transporter shall deliver or cause to be delivered Shipper's scheduled volumes, up to Shipper's full volume under this Service Agreement, into Dominion Transmission, Inc.'s Cove Point line at the Loudoun delivery point at the prevailing line pressure.

Appendix A to Service Agreement No. 161147
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
and SWN Energy Services Company, LLC ("Shipper")

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 [Signature]

Title Sr. Vice President - Midstream

Date 8/31/2015

FH
g.k.

800

COLUMBIA GAS TRANSMISSION, LLC

By [Signature]

Title JAMES R. ECKERT
Sr Vice President Commercial Operations

Date 8-28-15

REDLINE FROM *PRO FORMA*
SERVICE AGREEMENT

Columbia Gas Transmission, LLC

Section 4.19

FERC NGA Gas Tariff

Non-Conf Neg Rate Svc Agmts

Original Volume No. 1.1

Version 0.0.0

Non-Conforming Service Agreement No.
161147

SWN Energy Services Company, LLC

Agreement Effective Date: October 1, 2015

Issued: September 2, 2015

Effective: October 1, 2015

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 28 day of August, 2015, 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. A portion of Shipper's transportation is provided by Transporter via off system capacity acquired by Transporter on Millennium Pipeline Company, LLC ("MPC"). 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 be effective as of the later of October 1, 2015, or the date that all of Transporter's East Side Expansion Project facilities necessary to provide Shipper firm transportation service pursuant to ~~Shipper have been commissioned, tested, and are ready for service as determined in Transporter's discretion~~ this agreement have been constructed and placed into service and Transporter is physically able to accept and schedule timely nominations for service under Shipper's agreement ("Actual In-Service Date") and shall continue ~~remain~~ in full force and effect for a term of ten (10) years. Subject to Transporter's ability, in its commercially reasonable discretion, to retain the Millennium Pipeline Company, LLC ("MPC") capacity necessary to provide such service on acceptable terms and conditions, Shipper shall have a one-time right to extend the term of its Service Agreement for an additional term of five (5) years, at the lesser of (A) the then-effective maximum recourse rates for Rate Schedule FTS, plus all applicable charges for MPC capacity held by Transporter to provide this service, or (B) the negotiated reservation rate; provided, however, the maximum applicable commodity rate, commodity surcharges, the Capital Cost Recovery Mechanism ("CCRM Charges"), and retainage shall apply regardless of the rate applicable to any extension. Once determined, the rate during the one time extension of its Service Agreement shall be fixed for the entire extended term. Transporter will notify Shipper of its pending election seven (7) months prior to termination of the Service Agreement. Shipper must notify Transporter of its election to extend the Service Agreement at least six (6) months prior to the termination of the Service Agreement. 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, aware of the availability of a maximum recourse rate, elects to pay a negotiated reservation rate of \$14.30 per Dth per month; however, if the Transportation Demand elected under any or all of Service Agreement Nos. 161148-FTS, 161149-FTS, 161150-FTS, 161151-FTS, and 161152-FTS is zero (0), Shipper shall pay a negotiated reservation rate of \$14.598 per Dth per month for each corresponding term, as applicable. Except as otherwise stated in this Section 3, the negotiated reservation rate shall be fixed for the primary term of the Service Agreement, regardless of the maximum recourse rate set forth in the Tariff. In addition to the negotiated reservation rate set forth above, Shipper shall pay all demand surcharges on Transporter applicable to Rate Schedule FTS and on MPC applicable to Rate Schedule FT-1 that are set forth in each pipeline's respective Tariff, as those surcharges may be amended, added or modified from time to time. During the initial primary term of service of ten (10) years, Shipper shall not pay Transporter's Capital Cost Recovery Mechanism ("CCRM") charge. Shipper shall pay a negotiated base commodity rate that shall be the sum of the maximum base commodity rate under Rate Schedule FTS on Transporter and the maximum base commodity rate under Rate Schedule FT-1 on MPC, as such may change from time to time, unless the sum of such maximum base commodity rates exceed \$0.0123 per Dth. If the sum of such maximum base commodity rates exceeds \$0.0123 per Dth, Shipper's negotiated base commodity rate shall be fixed at \$0.0123 per Dth for the time period the sum of such maximum base commodity rates exceed \$0.0123 per Dth. Shipper shall pay all commodity surcharges for Rate Schedule FTS on Transporter and for Rate Schedule FT-1 on MPC as set forth in the respective Tariffs as such may change from time to time. Shipper shall provide the respective maximum retainage rate for Rate Schedule FTS on Transporter and Rate Schedule FT-1 on MPC as set forth in the respective Tariffs; however, if such combined total retainage at any time exceeds 2.50%, Shipper's negotiated commodity rate shall be reduced to \$0.00 (zero) prospectively for such time as the combined retainage rates exceed 2.50%. Shipper shall pay the same demand, commodity, surcharges and applicable retention when using all current and future Secondary Receipt and Delivery Points as described for Primary Points above. ~~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); and (f) production and/or reserves committed by the Shipper. 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 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: ~~Customer Services~~[James R. Eckert](#) and notices to Shipper shall be addressed to it at 10000 Energy Drive, Spring TX 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 No. 161147, Revision No. 0.

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

SWN ENERGY SERVICES COMPANY, LLC

COLUMBIA GAS TRANSMISSION, LLC

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Appendix A to Service Agreement No. 161147
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
and SWN Energy Services Company, LLC ("Shipper")

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
	Ten (10) years from the Actual In- Service Date		
Actual In- Service Date	Actual In- Service Date	42,000	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) 1/</u>	<u>Recurrence Interval</u>
See Above	See Above	640168	Stagecoach Receipt	640168	Stagecoach Receipt	17,568		1/1-12/31
See Above	See Above	642638	Sanford	642638	Sanford	24,432		1/1-12/31

Appendix A to Service Agreement No. 161147
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC (“Transporter”)
and SWN Energy Services Company, LLC (“Shipper”)

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) 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>
See Above	See Above	Loudoun	Loudoun LNG	Loudoun	Loudoun LNG	42,000			1/1-12/31

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

Transporter shall deliver or cause to be delivered Shipper’s scheduled volumes, up to Shipper’s full volume under this Service Agreement, into Dominion Transmission, Inc.’s Cove Point line at the Loudoun delivery point at the prevailing line pressure.

Appendix A to Service Agreement No. 161147
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
and SWN Energy Services Company, LLC ("Shipper")

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.

X 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 _____

Date _____

COLUMBIA GAS TRANSMISSION, LLC

By _____

Title _____

Date _____

CLEAN SERVICE AGREEMENT

Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Original Volume No. 1.1

Section 4.20
Non-Conf Neg Rate Svc Agmts
Version 0.0.0

Non-Conforming Service Agreement No.
161148

SWN Energy Services Company, LLC

Agreement Effective Date: October 1, 2015

Issued: September 2, 2015

Effective: October 1, 2015

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 28TH day of August, 2015, 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. A portion of Shipper's transportation is provided by Transporter via off system capacity acquired by Transporter on Millennium Pipeline Company, LLC ("MPC"). 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 be effective as of the later of October 1, 2015, or the date that all of Transporter's East Side Expansion Project facilities necessary to provide Shipper firm transportation service pursuant to this agreement have been constructed and placed into service and Transporter is physically able to accept and schedule timely nominations for service under Shipper's agreement ("Actual In-Service Date") and shall continue in full force and effect for a term of one (1) year. Transporter will notify Shipper of its pending Transportation Demand Dth/day election seven (7) months prior to September 1, 2015 ("Estimated In-Service Date"). Shipper must notify Transporter of its Transportation Demand Dth/day election at least six (6) months prior to the Estimated In-Service Date. 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, aware of the availability of a maximum recourse rate, elects to pay a negotiated reservation rate of \$14.30 per Dth per month; however, if the Transportation Demand elected under this Service Agreement is less than 30,000 Dth/day, but greater than zero (0) Dth/day, Shipper shall pay a negotiated reservation rate calculated pursuant to the following formula: $\$14.30 + (((1 - (\text{Transportation Demand elected} / 30,000 \text{ Dth/day})) \times (\$5.00) / 12) \times (30,000 \text{ Dth/day} / \text{Transportation Demand elected}))$. The negotiated reservation rate shall be

fixed for the primary term of the Service Agreement, regardless of the maximum recourse rate set forth in the Tariff. In addition to the negotiated reservation rate set forth above, Shipper shall pay all demand surcharges on Transporter applicable to Rate Schedule FTS and on Millennium Pipeline Company, LLC ("MPC") applicable to Rate Schedule FT-1 that are set forth in each pipeline's respective Tariff, as those surcharges may be amended, added or modified from time to time. During the primary term of service of one (1) year, Shipper shall not pay the Capital Cost Recovery Mechanism ("CCRM") charge. Shipper shall also pay a negotiated base commodity rate that shall be the sum of the maximum base commodity rate under Rate Schedule FTS on Transporter and the maximum base commodity rate under Rate Schedule FT-1 on MPC, as such may change from time to time, unless the sum of such maximum commodity rates exceed \$0.0123 per Dth. If the sum of such maximum base commodity rates exceeds \$0.0123 per Dth, Shipper's negotiated base commodity rate shall be fixed at \$0.0123 per Dth for the time period the sum of such maximum base commodity rates exceed \$0.0123 per Dth. Shipper shall pay all commodity surcharges for Rate Schedule FTS on Transporter and for Rate Schedule FT-1 on MPC as set forth in the respective Tariffs as such may change from time to time. Shipper shall provide the respective maximum retainage rate for Rate Schedule FTS on Transporter and Rate Schedule FT-1 on MPC as set forth in the respective Tariffs; however, if such combined total retainage at any time exceeds 2.50%, Shipper's negotiated commodity rate shall be reduced to \$0.00 (zero) prospectively for such time as the combined retainage rates exceed 2.50%. Shipper shall pay the same demand, commodity, surcharges and applicable retention when using all current and future Secondary Receipt and Delivery Points as described for Primary Points above.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: James R. Eckert and notices to Shipper shall be addressed to it at 10000 Energy Drive, Spring TX 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 No. 161148, Revision No. 0.

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

SWN ENERGY SERVICES COMPANY, LLC

By

Title Sr. Vice President - midstream

Date 8/31/2015

COLUMBIA GAS TRANSMISSION, LLC

By

Title Sr Vice President Commercial Operations

Date 8-28-15

Revision No. 1

Appendix A to Service Agreement No. 161148
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>
	One (1) year from the		
Actual In- Service Date	Actual In- Service Date	Up to 30,000	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>
See Above	See Above	642638	Sanford	642638	Sanford	30,000		1/1-12/31

Revision No. 1

Appendix A to Service Agreement No. 161148
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
and SWN Energy Services Company, LLC ("Shipper")

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</u> <u>Daily</u> <u>Delivery</u> <u>Obligation</u> <u>(Dth/day) 1/</u>	<u>Design</u> <u>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>
See Above	See Above	Loudoun	Loudoun LNG	Loudoun	Loudoun LNG	30,000			1/1-12/31

1/ Application of MDDOs, DDQs and ADQs, minimum pressure and/or hourly flow rate shall be as follows: Transporter shall deliver or cause to be delivered Shipper's scheduled volumes, up to Shipper's full contractual volume under the Project Service Agreements, into Dominion Transmission Inc.'s Cove Point line at the Loudoun delivery point at the prevailing line pressure.

Appendix A to Service Agreement No. 161148
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
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☐ 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  FX
J.V.

Title Sr. Vice President - midstream

Date 8/31/2015 800

COLUMBIA GAS TRANSMISSION, LLC

By 

Title Sr Vice President Commercial Operations

Date 8-28-15

REDLINE FROM *PRO FORMA*
SERVICE AGREEMENT

Columbia Gas Transmission, LLC

Section 4.20

FERC NGA Gas Tariff

Non-Conf Neg Rate Svc Agmts

Original Volume No. 1.1

Version 0.0.0

Non-Conforming Service Agreement No.
161148

SWN Energy Services Company, LLC

Agreement Effective Date: October 1, 2015

Issued: September 2, 2015

Effective: October 1, 2015

FTS SERVICE AGREEMENT

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WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

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Section 2. Term. ~~Service under~~ This Agreement shall be effective as of the later of October 1, 2015, or the date that all of Transporter's East Side Expansion Project facilities necessary to provide Shipper firm transportation service pursuant to ~~Shipper have been commissioned, tested, and are ready for service as determined in Transporter's discretion~~ this agreement have been constructed and placed into service and Transporter is physically able to accept and schedule timely nominations for service under Shipper's agreement ("Actual In-Service Date") and shall ~~continue~~ remain in full force and effect for a term of one (1) year. Transporter will notify Shipper of its pending Transportation Demand Dth/day election seven (7) months prior to September 1, 2015 ("Estimated In-Service Date"). Shipper must notify Transporter of its Transportation Demand Dth/day election at least six (6) months prior to the Estimated In-Service Date. 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.

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formula: $\$14.30 + (((1 - (\text{Transportation Demand elected} / 30,000 \text{ Dth/day})) \times (\$5.00) / 12) * (30,000 \text{ Dth/day} / \text{Transportation Demand elected}))$. The negotiated reservation rate shall be fixed for the primary term of the Service Agreement, regardless of the maximum recourse rate set forth in the Tariff. In addition to the negotiated reservation rate set forth above, Shipper shall pay all demand surcharges on Transporter applicable to Rate Schedule FTS and on Millennium Pipeline Company, LLC ("MPC") applicable to Rate Schedule FT-1 that are set forth in each pipeline's respective Tariff, as those surcharges may be amended, added or modified from time to time. During the primary term of service of one (1) year, Shipper shall not pay the Capital Cost Recovery Mechanism ("CCRM") charge. Shipper shall also pay a negotiated base commodity rate that shall be the sum of the maximum base commodity rate under Rate Schedule FTS on Transporter and the maximum base commodity rate under Rate Schedule FT-1 on MPC, as such may change from time to time, unless the sum of such maximum commodity rates exceed \$0.0123 per Dth. If the sum of such maximum base commodity rates exceeds \$0.0123 per Dth, Shipper's negotiated base commodity rate shall be fixed at \$0.0123 per Dth for the time period the sum of such maximum base commodity rates exceed \$0.0123 per Dth. Shipper shall pay all commodity surcharges for Rate Schedule FTS on Transporter and for Rate Schedule FT-1 on MPC as set forth in the respective Tariffs as such may change from time to time. Shipper shall provide the respective maximum retainage rate for Rate Schedule FTS on Transporter and Rate Schedule FT-1 on MPC as set forth in the respective Tariffs; however, if such combined total retainage at any time exceeds 2.50%, Shipper's negotiated commodity rate shall be reduced to \$0.00 (zero) prospectively for such time as the combined retainage rates exceed 2.50%. Shipper shall pay the same demand, commodity, surcharges and applicable retention when using all current and future Secondary Receipt and Delivery Points as described for Primary Points above. ~~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); and (f) production and/or reserves committed by the Shipper. 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.~~

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SWN ENERGY SERVICES COMPANY, LLC

COLUMBIA GAS TRANSMISSION, LLC

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Appendix A to Service Agreement No. 161148
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC (“Transporter”)
and SWN Energy Services Company, LLC (“Shipper”)

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
	One (1) year from the		
Actual In- Service Date	Actual In- Service Date	Up to 30,000	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) 1/</u>	<u>Recurrence Interval</u>
See Above	See Above	642638	Sanford	642638	Sanford	30,000		1/1-12/31

Appendix A to Service Agreement No. 161148
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC (“Transporter”)
and SWN Energy Services Company, LLC (“Shipper”)

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</u> <u>Daily</u> <u>Delivery</u> <u>Obligation</u> <u>(Dth/day)</u> 1/	<u>Design</u> <u>Daily</u> <u>Quantity</u> <u>(Dth/day)</u> <u>1/</u>	<u>Minimum Delivery</u> <u>Pressure Obligation</u> <u>(psig)</u> 1/	<u>Recurrence</u> <u>Interval</u>
See Above	See Above	Loudoun	Loudoun LNG	Loudoun	Loudoun LNG	30,000			1/1-12/31

1/ Application of MDDOs, DDQs and ADQs, minimum pressure and/or hourly flow rate shall be as follows: Transporter shall deliver or cause to be delivered Shipper’s scheduled volumes, up to Shipper’s full contractual volume under the Project Service Agreements, into Dominion Transmission Inc.’s Cove Point line at the Loudoun delivery point at the prevailing line pressure.

Appendix A to Service Agreement No. 161148
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
and SWN Energy Services Company, LLC ("Shipper")

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 _____

Date _____

COLUMBIA GAS TRANSMISSION, LLC

By _____

Title _____

Date _____

CLEAN TARIFF SECTIONS

**REFERENCE TO CUSTOMERS HAVING NON-CONFORMING SERVICE AGREEMENTS
PURSUANT TO SECTION 154.112(B) OF THE COMMISSION'S REGULATIONS:**

<u>Customer</u>	<u>Rate Schedule</u>	<u>Contract No.</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Docket No.</u>
Virginia Power Energy Services Corp.	NTS	71024	7/1/2013	10/31/2019	RP13-912
Columbia Gas of Kentucky, Inc.	SST	80160	11/1/2004	3/31/2020	RP05-21
Stand Energy Corporation	SST	92527	4/02/2007	3/31/2013	RP07-350
EQT Energy, LLC	FTS	10242	8/1/2009	3/31/2020	RP09-863
Ohio Power Company	NTS	70691	6/15/2001	9/30/2021	RP10-828
New Jersey Natural Gas Company	FTS	38109	11/1/1993	10/31/2024	RP10-964
City of Charlottesville, VA	FTS	38124	11/1/1993	10/31/2014	RP10-964
UGI Utilities, Inc.	FTS	78653	5/15/2004	10/31/2029	RP10-987
Chevron Natural Gas, a division of Chevron U.S.A. Inc.	FTS	29066	7/12/2011	2/28/2014	RP13-571
ISG Acquisition, Inc.	FTS	23252	5/1/2011	4/30/2014	RP13-571
ChevronTexaco Natural Gas, a Division of Chevron U.S.A., Inc.	ITS	74620	1/1/2003	1/1/2200	RP13-571
Pivotal Utility Holding, Inc. dba Elizabethtown Gas	FTS	92061	11/1/1993	10/31/2020	RP13-571
Columbia Gas of Virginia, Inc.	ITS	38999	11/1/1993	1/1/2200	RP13-571
Stand Energy Corporation	FTS	74865	4/1/2003	3/31/2018	RP13-571
Columbia Gas of Virginia, Inc.	FTS	50473	11/1/1999	10/31/2022	RP13-571
Columbia Gas of Virginia, Inc.	FTS	77309	11/27/2003	10/31/2023	RP13-571
International Paper Company	FTS	62077	11/1/1998	10/31/2013	RP13-571
Virginia Natural Gas, Inc.	SST	60536	11/1/1999	3/31/2021	RP13-571
ISG Acquisition, Inc.	FTS	10163	11/1/2009	10/31/2015	RP13-571
Delmarva Power & Light Company	FTS	49832	11/1/1998	10/31/2013	RP13-571
Delmarva Power & Light Company	FTS	49833	11/1/1999	10/31/2014	RP13-571
T.W. Phillips Gas And Oil Co.	SST	50109	11/1/1997	3/31/2014	RP13-571
T.W. Phillips Gas And Oil Co.	FSS	50110	4/1/1998	3/31/2014	RP13-571

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T.W. Phillips Gas And Oil Co.	SST	50111	10/1/1998	3/31/2014	RP13-571
City of Charlottesville	FSS	50423	4/1/1997	10/31/2014	RP13-571
City of Charlottesville	FSS	50424	4/1/1998	10/31/2014	RP13-571
City of Charlottesville	FSS	50426	4/1/1999	10/31/2014	RP13-571
City of Charlottesville	SST	50427	11/1/1999	10/31/2014	RP13-571
City of Charlottesville	FSS	52982	11/1/1993	10/31/2014	RP13-571
Reynolds Metals Co.	FTS	57520	11/1/1998	10/31/2013	RP13-571
Columbia Gas of Virginia, Inc.	FSS	6798	4/1/2009	3/31/2024	RP13-571
City of Charlottesville	FSS	6890	4/1/2009	3/31/2024	RP13-571
City of Charlottesville	SST	6801	4/1/2009	3/31/2024	RP13-571
Columbia Gas of Virginia, Inc.	SST	6796	4/1/2009	3/31/2024	RP13-571
Easton Utilities Commission	FSS	6799	4/1/2009	3/31/2024	RP13-571
Easton Utilities Commission	SST	6797	4/1/2009	3/31/2024	RP13-571
Washington Gas Light Company	FSS	6802	4/1/2009	3/31/2024	RP13-571
City of Charlottesville, VA	SST	50422	11/1/1997	10/31/2014	RP13-571
City of Charlottesville, VA	SST	50425	11/1/1999	10/31/2014	RP13-571
City of Charlottesville, VA	SST	38029	11/1/1993	10/31/2014	RP13-571
Hard Rock Exploration	FTS	15260	5/17/2010	5/31/2021	RP10-522
Pivotal Utility Holdings, Inc. d/b/a Elizabethtown	NTS	39275	11/1/1993	10/31/2020	RP13-684
Antero Resources Appalachian Corporation	FTS	142047	7/1/2013	10/31/2014	RP13-1020
Virginia Power Services Energy Corp., Inc.	FTS	139080	4/15/2014	4/15/2034	RP14-624
Virginia Power Services Energy Corp., Inc.	NTS	139085	4/15/2014	4/15/2034	RP14-624
City of Richmond	FT-C	155679	09/01/2014	08/31/2034	RP14-1161
Columbia Gas of Virginia, Inc.	FT-C	155684	09/01/2014	08/31/2034	RP14-1161

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Celanese Acetate, LLC	FTS	151487	10/01/2014	09/30/2029	RP14-1243
Range Resources-Appalachia, LLC	FTS	150679	11/01/2014	10/31/2024	RP14-1293
Rice Drilling B LLC	FTS	151489	11/01/2014	10/31/2024	RP14-1293
Texla Energy Management, Inc.	OPT-60	154508	11/01/2014	10/31/2017	RP14-1294
Pacific Summit Energy, LLC	OPT-60	154513	11/01/2014	10/31/2017	RP14-1294
Texla Energy Management, Inc.	OPT-60	154518	11/01/2014	10/31/2017	RP14-1294
Antero Resources Corporation	FTS	149759	11/01/2014	10/31/2024	RP15-47
Antero Resources Corporation	FTS	149760	11/01/2014	03/31/2025	RP15-47
Pacific Summit Energy, LLC	OPT-60	157998	11/01/2014	10/31/2017	RP15-54
Pacific Summit Energy, LLC	OPT-30	160441	01/01/2015	03/31/2016	RP15-271
SWN Energy Services Company, LLC	FTS	161147	10/01/2015	10/01/2025	RP15-
SWN Energy Services Company, LLC	FTS	161148	10/01/2015	10/01/2016	RP15-

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Section 5.3 Rate Schedule X-133 Amendment – Virginia Natural Gas

MARKED TARIFF SECTIONS

**REFERENCE TO CUSTOMERS HAVING NON-CONFORMING SERVICE AGREEMENTS
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Columbia Gas of Virginia, Inc.	ITS	38999	11/1/1993	1/1/2200	RP13-571
Stand Energy Corporation	FTS	74865	4/1/2003	3/31/2018	RP13-571
Columbia Gas of Virginia, Inc.	FTS	50473	11/1/1999	10/31/2022	RP13-571
Columbia Gas of Virginia, Inc.	FTS	77309	11/27/2003	10/31/2023	RP13-571
International Paper Company	FTS	62077	11/1/1998	10/31/2013	RP13-571
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Delmarva Power & Light Company	FTS	49832	11/1/1998	10/31/2013	RP13-571
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City of Charlottesville	FSS	50426	4/1/1999	10/31/2014	RP13-571
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City of Charlottesville, VA	SST	50425	11/1/1999	10/31/2014	RP13-571
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Virginia Power Services Energy Corp., Inc.	NTS	139085	4/15/2014	4/15/2034	RP14-624
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Antero Resources Corporation	FTS	149760	11/01/2014	03/31/2025	RP15-47
Pacific Summit Energy, LLC	OPT-60	157998	11/01/2014	10/31/2017	RP15-54
Pacific Summit Energy, LLC	OPT-30	160441	01/01/2015	03/31/2016	RP15- 271
SWN Energy Services Company, LLC	FTS	161147	10/01/2015	10/01/2025	RP15-
SWN Energy Services Company, LLC	FTS	161148	10/01/2015	10/01/2016	RP15-

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Section 3.18	Antero Resources Corporation – Contract No. 157964

Section 3.19	Statoil Natural Gas, LLC – Contract No. 144509
Section 3.20	Rice Drilling B LLC – Contract No. 149727
Section 3.21	Rice Drilling B LLC – Contract No. 149728
Section 4.	Non-Conforming / Negotiated Rate Service Agreements
Section 4.1	Columbia Gas of Virginia – Contract No. 6798
Section 4.2	Pacific Summit Energy, LLC – Contract No. 160441
Section 4.3	Reserved for Future Use
Section 4.4	Columbia Gas of Virginia, Inc. – Contract No. 6796
Section 4.5	Easton Utilities Commission – Contract No. 6799
Section 4.6	Easton Utilities Commission – Contract No. 6797
Section 4.7	Washington Gas Light Company – Contract No. 6802
Section 4.8	Antero Resources Appalachian Corporation – Contract No. 142047
Section 4.9	Virginia Power Services Energy Corp., Inc. – Contract No. 139080
Section 4.10	Virginia Power Services Energy Corp., Inc. – Contract No. 139085
Section 4.11	City of Richmond – Contract No. 155679
Section 4.12	Columbia Gas of Virginia – Contract No. 155684
Section 4.13	Virginia Natural Gas – Contract No. 155699
Section 4.14	Celanese Acetate, LLC – Contract No. 151487
Section 4.15	Range Resources-Appalachia, LLC – Contract No. 150679
Section 4.16	Rice Drilling B LLC – Contract No. 151489
Section 4.17	Antero Resources Corporation – Contract No. 149759

Section 4.18 Antero Resources Corporation – Contract No. 149760

[Section 4.19 SWN Energy Services Company, LLC – Contract No. 161147](#)

[Section 4.20 SWN Energy Services Company, LLC – Contract No. 161148](#)

Section 5. X-Rate Schedule Amendments

Section 5.1 Rate Schedule X-131 Amendment – City of Richmond, Va

Section 5.2 Rate Schedule X-132 Amendment – Columbia Gas of Virginia

Section 5.3 Rate Schedule X-133 Amendment – Virginia Natural Gas