Columbia Gas Transmission, LLC FERC NGA Gas Tariff Baseline Tariffs Proposed Effective Date: May 1, 2018 Service Agreement No. 203665 – CNX Gas Company, LLC Option Code A

Service Agreement No. 203665 Revision No. 0

### FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this  $26^{4h}$  day of  $4\rho ril$ , 2018, 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. <u>Service to be Rendered</u>. 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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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, 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 rules and regulations of the Commission.

Section 2. <u>Term</u>. Service under this Agreement shall commence as of May 1, 2018, and shall continue in full force and effect until October 31, 2024. 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. <u>Rates</u>. Shipper shall pay Transporter the charges and furnish Retainage as described in the amendment attached hereto as Attachment B. The provisions of said Attachment B are incorporated herein by reference with full force and effect and are made a part of this Service Agreement as though restated herein verbatim.

Section 4. <u>Notices</u>. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana St., Suite 700, Houston, Texas 77002-2700, Attention: Customer Services and notices to Shipper shall be addressed to it at CNX Gas Company, LLC, CNX Center, 1000 CONSOL Energy Drive, Canonsburg, PA 15317-6506, Attention: Robert Nalli, until changed by either party by written notice.

Section 5. <u>Superseded Agreements</u>. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): NA

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

CNX GAS COMPANY, LLC By The Title COO Date 7-26-18

COLUMBIA GAS TRANSMISSION, LLC Ву millus mae

Title VP, Commercial Operations

Date 4-26-18

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#### Appendix A to Service Agreement No. 203665 Under Rate Schedule FTS between Columbia Gas Transmission, LLC ("Transporter") and CNX Gas Company LLC ("Shipper").

#### Transportation Demand

		Transportation	Recurrence
Begin Date	End Date	Demand Dth/day	Interval
05/01/2018	10/31/2024	10,000	1/1 - 12/31

#### Primary Receipt Points

Begin Date	End Date	Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Quanlity (Dth/day)	Minimum Receipt Pressure Obligation (psig) 1/	Recurrence interval
05/01/2018	10/31/2024	818160	DGP-Barkers Ridge	818160	DGP-Barkers Ridge	80		1/1 - 12/31
05/01/2018	10/31/2024	832707	CNX-Indian Creek	832707	CNX-Indian Creek	4,000		1/1 - 12/31
05/01/2018	10/31/2024	833403	CNX-Flat Top	833403	CNX-Flat Top	1,935		1/1 - 12/31
05/01/2018	10/31/2024	833517	CNX-Cline	833517	CNX-Cline	15		1/1 - 12/31
05/01/2018	10/31/2024	837613	DGP-JFK	837613	DGP-JFK	3,620		1/1 - 12/31
05/01/2018	10/31/2024	838674	CNX-Rhodell	838674	CNX-Rhodell	350		1/1 - 12/31

### Primary Delivery Points

Begin Date	End Date	Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Obligation	Design Daily Quantity (Dth/day) 1/	Delivery Pressure Obligation (psig) 1/	Recurrence Interval	
05/01/2018	10/31/2024	P10	TCO POOL	P10	TCO POOL	10,000			1/1 - 12/31	

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

1/

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.

\_X\_ 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 \_X\_ No (Check applicable blank) All gas shall be delivered at existing points of interconnection within the MDDOs, ADQs and/or DDQs, as applicable, set forth in Transporter's currently effective Rate Schedule Service Agreement No. \_\_\_\_\_ Appendix A with Shipper, which are incorporated herein by reference.

Yes \_X\_ No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.

Yes X No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

> By Title Date

CNX GAS	S COMPANY LLC
Ву	China
Title	0000
Date	- 4-26-13

COLUMBIA GAS TRAN

# ATTACHMENT B TO FTS SERVICE AGREEMENT 203665

SHIPPER'S demand charge rate for High Side FTS service shall be a negotiated rate that is fixed for the primary term of the Service Agreement and that shall equal \$8.212 per Dth per month for the term of the Service Agreement, regardless of the incremental monthly demand charge rate for recourse rate shippers that will be established as set forth in Section 2(c)(1) of the Precedent Agreement between SHIPPER and TRANSPORTER and set forth in the Tariff. The obligation to pay the rates and charges specified in this Attachment B will commence on the later of the FTS In-Service Date or November 1, 2009.

All other maximum applicable demand surcharges, commodity rates and surcharges, set forth in TRANSPORTER'S Tariff, shall apply, in whatever form those maximum applicable commodity rates and demand and commodity surcharges may take, and as those maximum applicable commodity rates and demand and commodity surcharges may thereafter change from time to time; provided, however, that SHIPPER retains all rights to intervene in, to participate in, and/or to oppose any filing made by TRANSPORTER that would affect such rates and/or surcharges.

SHIPPER shall also provide to TRANSPORTER the maximum applicable then existing Commission approved Transportation Retainage percentage associated with the Appalachian Basin On-System Expansion Project High Side, in whatever form that Retainage may take, as set forth in TRANSPORTER'S FERC Gas Tariff, and as amended from time to time; provided, however, that SHIPPER retains all rights to intervene in, to participate in, and/or to oppose any filing made by TRANSPORTER that would affect the Transportation Retainage percentage rate.

TRANSPORTER will make a single-purpose Tariff filing before the FERC no later than November 1, 2009, with a proposed effective date 30 days after filing, to propose a mechanism to allow shippers utilizing TRANSPORTER'S Segmentation Pool the ability to ultimately access TRANSPORTER'S Interruptible Paper Pool on a year-round basis without charge for such pool access. Consistent with FERC policy, any Tariff modifications that TRANSPORTER proposes will not be limited specifically to SHIPPER but rather will be generally applicable to all similarly situated shippers on TRANSPORTER'S system. TRANSPORTER will post the proposed Tariff filing on its EBB prior to filing so that all interested shippers can provide meaningful input and support. TRANSPORTER and SHIPPER commit to work together and with other interested shippers to design this new proposal. TRANSPORTER reserves the right, and commits to use its reasonable business judgment in exercising this right, to determine how best to craft the Tariff filing in order to obtain FERC approval. SHIPPER commits to fully support the Tariff filing provided such filing is consistent with the purpose set forth above. SHIPPER understands that, although TRANSPORTER will make the Tariff filing referenced above, the Tariff filing is subject to FERC approval. If FERC rejects the filing, or modifies it in a way that is unacceptable to TRANSPORTER, this rejection or modification will not entitle SHIPPER to alter or avoid in any way its obligations under this FTS Service Agreement. In the event that TRANSPORTER does not make the above-referenced filing at the FERC by November 1, 2009, SHIPPER'S negotiated demand charge rate that is fixed for the

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# ATTACHMENT B TO FTS SERVICE AGREEMENT 203665

primary term of this Service Agreement at \$8.212 per Dth per month will be reduced to \$6.691 per Dth Per month for the primary term of this Service Agreement. However, if TRANSPORTER makes the above-referenced filing by November 1, 2009, then regardless of FERC's determination regarding the filing, the negotiated demand charge rate of \$8.212 per Dth per month will remain applicable for the primary term of this Service Agreement.

SHIPPER will be solely responsible for making all construction arrangements with, and/or acquiring any services from, upstream and/or downstream pipelines/entities that may be necessary for SHIPPER to transport natural gas to and/or from TRANSPORTER'S pipeline system as set forth in General Terms and Conditions Section 9.4 of TRANSPORTER'S FERC Gas Tariff.