# 3.18 Materially Non-Conforming Service Agreements

The following service agreements are being listed in accordance with Section 154.112(b) of the Commission's regulations. This list of agreements will be updated to reflect new agreements containing material, non-conforming provisions, with the exception of an extension in the term of one of the agreements identified below.

	Contract	Rate	Primary Term
Customer Name	Number	Schedule	Begin Date
Algonquin Gas Transmission, LLC	400226	 SS-1	11/01/1999
Arkansas Western Gas Company	400220	SS-1 SS-1	05/01/1994
Bay State Gas Company	400193	SS-1	09/01/1994
Boston Gas Company d/b/a National Grid	400225	SS-1 SS-1	11/01/1999
BP Energy Company	911236	FT-1	03/01/2015
Brooklyn Union Gas Company d/b/a National Grid	400186	SS-1	06/01/1994
CenterPoint Energy Services, Inc.	910661	FT-1	11/01/2010
Chesapeake Energy Marketing, Inc.	910952	FT-1	11/01/2013
Chevron U.S.A Inc.	911109	FT-1	2/
Chief Oil & Gas LLC	911109	FT-1	11/01/2014
CNX Gas Company LLC	870271	LLFT	4/
		FT-1	
CNX Gas Company LLC	911225		09/01/2015
Colonial Gas Company d/b/a National Grid	400200	SS-1	11/01/2001
Columbia Gas Transmission Corporation	910587R1	FT-1	07/01/2006
Connecticut Natural Gas Corporation	400223	SS-1	12/01/1996
Connecticut Natural Gas Corporation	400229	SS-1	05/01/2004
Connecticut Natural Gas Corporation	800529	CDS	10/01/2003
ConocoPhillips Company	910662	FT-1	11/01/2010
ConocoPhillips Company	910882	FT-1	11/01/2011
Consolidated Edison Company of New York, Inc.	400224	SS-1	01/01/1999
Consolidated Edison Company of New York, Inc.	910950	FT-1	11/01/2013
Dominion Transmission, Inc.	800317	FT-1	12/01/2012
Enerplus Resources (USA) Corporation	911186	FT-1	11/01/2014
Entergy Arkansas, Inc.	910941	MLS-1	1/
EQT Energy, LLC	870273	LLFT	4/
EQT Energy, LLC	910900	FT-1	03/01/2012
EQT Energy, LLC	911108	FT-1	2/
EQT Energy, LLC	911224	FT-1	3/
Infinite Energy Inc	911250	FT-1	04/13/2015
Liberty Utilities (Midstates)	400245	SS-1	08/01/2012
Liberty Utilities (Midstates)	400246	SS-1	08/01/2012
Liberty Utilities (New England Natural			
Gas Company) Corp	400187	SS-1	09/01/1994
Narragansett Electric Company (The)			
d/b/a National Grid	331722	FTS-7	11/01/1996
Narragansett Electric Company (The)			
d/b/a National Grid	331819	FTS-8	11/01/1996
Narragansett Electric Company (The)			
d/b/a National Grid	400185	SS-1	05/01/1994
Narragansett Electric Company (The)			
d/b/a National Grid	400221	SS-1	06/01/1996

Customer Name	Contract Number	Rate Schedule	Primary Term Begin Date
New Jersey Natural Gas Company	331724	 FTS-7	11/01/2002
New Jersey Natural Gas Company	331821	FTS-8	11/01/2002
New Jersey Natural Gas Company	400188	<b>SS-1</b>	11/01/1999
New Jersey Natural Gas Company	910610	FT-1	11/01/2008
Nstar Gas Company	331723	FTS-7	11/01/1996
Nstar Gas Company	331820	FTS-8	11/01/1996
Nstar Gas Company	800527	CDS	10/01/2003
Orange and Rockland Utilities, Inc.	400216	SS-1	11/01/1994
Paulsboro Refining Company LLC	800526	FT-1	12/04/1998
Peco Energy Company	400120	<b>SS-1</b>	07/01/2003
Philadelphia Gas Works	331725	FTS-7	11/01/1996
Philadelphia Gas Works	331822	FTS-8	11/01/1996
Pivotal Utility Holdings, Inc.	400196	<b>SS-1</b>	10/01/1994
PPL EnergyPlus, LLC	910663	FT-1	11/01/2010
PSEG Power, LLC	400241	SS-1	11/01/2007
Range Resources – Appalachia, LLC	870271	LLFT	4/
Range Resources – Appalachia, LLC	911222	FT-1	3/
Rice Energy Marketing LLC	870276	LLFT	4/
Rice Energy Marketing LLC	911230	FT-1	09/01/2015
Shell Energy North America (US), L.P.	910791	FT-1	10/01/2010
Southern Connecticut Gas Company	400192	<b>SS-1</b>	05/01/1994
Southern Connecticut Gas Company	400233	<b>SS-1</b>	05/01/2004
Southern Connecticut Gas Company	800304	CDS	10/01/2003
Statoil Natural Gas, LLC	910953	FT-1	11/01/2013
Tug Hill Marcellus, LLC	911189	FT-1	11/01/2014
UGI Central Penn Gas, Inc.	400190	<b>SS-1</b>	05/01/1994
Union Electric Company DBA Ameren Missouri	400211	SS-1	05/01/1999
Union Electric Company DBA Ameren Missouri	400237	SS-1	07/01/2006
Union Electric Company DBA Ameren Missouri	800241	CDS	11/01/1997
Union Electric Company DBA Ameren Missouri	800242	FT-1	11/01/1997
Yankee Gas Services Company	400191	<b>SS-1</b>	09/01/1994

- 1/ This agreement will become effective upon the permanent release of capacity under Contract No. 910757 to Entergy Arkansas, Inc.
- 2/ This agreement will become effective upon the date on which the TEAM 2014 Project facilities are placed into service.
- 3/ This agreement will become effective upon the date on which the mainline portion of the Uniontown to Gas City Project facilities are placed into service.
- 4/ This agreement will become effective upon the date on which the Lebanon Lateral portion of the Uniontown to Gas City Project facilities are placed into service.

**Texas Eastern Transmission, LP** 

FERC NGA Gas Tariff

**Filed Agreements** 

Effective on September 1, 2015

(Version 0.0.0, Section 31.) Range Resources – contract 870271

**Option Code "A"** 

SERVICE AGREEMENT FOR RATE SCHEDULE LLFT

Date: 6-24-15

#### Contract No. 870271-R2

#### SERVICEAGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP,("Pipeline") and RANGE RESOURCES - APPALACHIA, LLC ("Customer").

WHEREAS, in connection with the firm transportation service contemplated herein, Pipeline and Customer executed a precedent agreement dated August 7, 2013, which sets forth certain conditions precedent to Pipeline's and Customer's rights and obligations under this Agreement and which, along with any amendments thereto, is referred to herein as the "Precedent Agreement."

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule LLFT and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.

The credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement dated August 7, 2013 between Texas Eastern and Customer related to this Agreement.

 The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit C attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Exhibit(s) A, B, and C are incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the MDQ.

3. This Agreement shall be effective on the Lateral Service Commencement Date as set forth in Section 5(B) of the Precedent Agreement and shall continue for a term ending on and including the later of (a) November 1, 2025, or (b) the 10th anniversary of the Lateral Service Commencement Date ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon one (1) year prior written notice prior to the end of the Primary Term or any successive term thereof. Customer has a one-time right, exercisable no later than twenty-four (24) months prior to the end of the Primary Term, to extend the Primary Term by five (5) years (five (5) year extension): (provided such extension right is subject to Customer also electing to extend that certain Service Agreement for Rate Schedule FT-1 dated as of even date herewith between Pipeline and Customer for such additional five (5) year period) and shall remain in force from year to year thereafter unless terminated by either party upon one (1) year prior written notice prior to the end of the five (5) year extension or any successive term thereof. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such termination, or this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to the preceding paragraph, a notice of partial reduction in MDQ pursuant to Exhibit C or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Tariff.

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ, the term of the agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest such changes in whole or in part

- 5. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions. Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
- 6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline: TEXAS EASTERN TRANSMISSION, LP 5400 WESTHEIMER COURT HOUSTON, TX 77056-5310

Customer:

RANGE RESOURCES - APPALACHIA, LLC 3000 TOWN CENTER BLVD CANONSBURG, PA 15317

- The interpretation and performance of this Agreement shall be in accordance with the laws of the state of TEXAS, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
- This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

#### 870271-R1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

RANGE RESOURCES - APPALACHIA, LLC

By:

Elle G. Atme VP Ges Marketing and Midstream Operations

TEXAS EASTERN TRANSMISSION, LP by its General Partner Spectra Energy Transmission Services, LLC By:

Legal Approved by ELS, Asset Planning Approved by JDH, Credit Approved by HD

#### EXHIBIT A, TRANSPORTATION PATHS FOR BILLING PURPOSES, DATED <u>6-24-15</u>, TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE LLFT BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline") AND RANGE RESOURCES - APPALACHIA, LLC ("Customer") DATED 6-24-10

Exhibit A Effective Date: Service Commencement Date

(1) Customer's firm Point(s) of Receipt:.

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage) (dth)	Measurement Responsibilities	Owner	Operator
72770	PEPL/TETCO (LEBANON LATERAL-TETCO CAPACITY) WARREN CO., OH	197,143	TX EAST TRAN	TX EAST TRAN	TX EAST TRAN

(2) Customer shall have Pipeline's Lebanon Lateral Master Location List ("LLMLL"). Customer hereby agrees that Pipeline's LLMLL as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

Transportation Path M2 to M2 (Lebanon Lateral only)

Transportation Path Quantity 197,143

SIGNED FOR IDEN	ITIFICATION:	$\sim$
PIPELINE:	Del	$\sim$ Q
CUSTOMER:	25	Ella G. Atma
SUPERSEDES EX		VP Ges Marketing and Midstream Operations

Legal Approved by ELS, Asset Planning Approved by JDH, Credit Approved by HD

# EXHIBIT B, POINT(S) OF DELIVERY, DATED <u>6-24-15</u> TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE LLFT BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline") AND RANGE RESOURCES - APPALACHIA, LLC ("Customer")

6-74-15 DATED

Exhibit B Effective Date: Service Commencement Date

Point of Delivery	Description	Maximum Daily Delivery (dth)	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
74903	PEPL-GAS CITY DELIVERY/ROUTE 26, GRANT CO., IN GRANT CO., IN	197,143	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	PANHANDLE E	PANHANDLE E	PANHANDLE E

SIGNED FOR IDENTIFICATION:
PIPELINE:
CUSTOMER: CUSTOMER: VP Ges Marketing and Midstream Operations
SUPERSEDES EXHIBIT B DATED 02/02/2015

Legal Approved by ELS, Asset Planning Approved by JDH, Credit Approved by HD

# 

Exhibit C Effective Date: Service Commencement Date

# MAXIMUM DAILY QUANTITY (MDQ): 197.143 Dth Dth Period

PARTIAL QUANTITY REDUCTION RIGHTS' Customer elects to partially reduce Customer's Maximum Daily Quantity by N/A Dth as of N/A, or any subsequent anniversary date, upon providing N/A year(s) prior written notice to Pipeline

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this Agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures

<pre>PIPELINE:</pre>	BEIL	
CUSTOMER: _	Elle G. Alm VP Gas Marketing and Mid	ne stream Operations

SUPERSEDES EXHIBIT C DATED 02/02/2015 Legal Approved by ELS, Asset Planning Approved by JDH, Credit Approved by HD **Texas Eastern Transmission, LP** 

FERC NGA Gas Tariff

**Filed Agreements** 

Effective on September 1, 2015

(Version 0.0.0, Section 32.) EQT Energy – contract 870273

**Option Code "A"** 

#### SERVICE AGREEMENT FOR RATE SCHEDULE LLFT

Date: 6-24-15

Contract No. 870273-R2

#### SERVICEAGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP,("Pipeline") and EQT ENERGY, LLC ("Customer").

WHEREAS, in connection with the firm transportation service contemplated herein, Pipeline and Customer executed a precedent agreement dated October 2, 2013, which sets forth certain conditions precedent to Pipeline's and Customer's rights and obligations under this Agreement and which, along with any amendments thereto, is referred to herein as the "Precedent Agreement."

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

 Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule LLFT and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.

The credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement dated October 2, 2013 between Texas Eastern and Customer related to this Agreement.

2. The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit C attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Exhibit(s) A, B, and C are incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the MDQ.

3. This Agreement shall be effective on the Lateral Service Commencement Date as set forth in Section 4(B) of the Precedent Agreement and shall continue for a term ending on and including the later of (a) November 1, 2025, or (b) the 10th anniversary of the Lateral Service Commencement Date ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon one (1) year prior written notice prior to the end of the Primary Term or any successive term thereof. Customer has a one-time right, exercisable no later than twenty-four (24) months prior to the end of the Primary Term, to extend the Primary Term by five (5) years (five (5) year extension): (provided such extension right is subject to Customer also electing to extend that certain Service Agreement for Rate Schedule FT-1 dated as of even date herewith between Pipeline and Customer for such additional five (5) year period) and shall remain in force from year to year thereafter unless terminated by either party upon one (1) year prior written notice prior to the end of the five (5) year extension or any successive term thereof. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to the preceding paragraph, a notice of partial reduction in MDQ pursuant to Exhibit C or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Tariff.

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ, the term of the agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest such changes in whole or in part.

- 5. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
- 6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline:

TEXAS EASTERN TRANSMISSION, LP 5400 WESTHEIMER COURT HOUSTON, TX 77056-5310

Customer:

EQT ENERGY, LLC 625 LIBERTY AVE SUITE 1800 PITTSBURGH, PA 15222

- The interpretation and performance of this Agreement shall be in accordance with the laws of the state of TEXAS, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
- This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

#### 870273-R1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

EQT ENERGY, LLC By: Pun

TEXAS EASTERN TRANSMISSION, LP by its General Partner

Spectra Energy Transmission Services, LLC By:

Legal Approved by ELS, Asset Planning Approved by JDH, Credit Approved by HD

#### EXHIBIT A, TRANSPORTATION PATHS FOR BILLING PURPOSES, DATED <u>6-24-16</u>, TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE LLFT BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline") AND EQT ENERGY, LLC ("Customer") DATED <u>6-24-16</u>

Exhibit A Effective Date: Service Commencement Date

(1) Customer's firm Point(s) of Receipt:.

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage) (dth)	Measurement Responsibilities	Owner	Operator
72770	PEPL/TETCO (LEBANON LATERAL-TETCO CAPACITY) WARREN CO., OH	47,143	TX EAST TRAN	TX EAST TRAN	TX EAST TRAN

(2) Customer shall have Pipeline's Lebanon Lateral Master Location List ("LLMLL"). Customer hereby agrees that Pipeline's LLMLL as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

Transportation Path M2 to M2 (Lebanon Lateral Only) Transportation Path Quantity 47,143

SIGNED FOR IDENTIFICATION PIPELINE: CUSTOMER: Pup SUPERSEDES EXHIBIT A DATED 02/02/2015

Legal Approved by ELS, Asset Planning Approved by JDH, Credit Approved by HD

# EXHIBIT B, POINT(S) OF DELIVERY, DATED <u>6-24-15</u> TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE LLFT BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline") AND EQT ENERGY, LLC ("Customer") DATED <u>6-24-16</u>

Exhibit B Effective Date: Service Commencement Date

Point of Delivery	Description	Maximum Daily Delivery (dth)	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
74903	PEPL-GAS CITY DELIVERY/ROUTE 26, GRANT CO., IN GRANT CO., IN	47,143	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	PANHANDLE E	PANHANDLE E	E PANHANDLE E

SIGNED FOR IDENTIFICATION PIPELINE: CUSTOMER: Puz SUPERSEDES EXHIBIT B DATED 02/02/2015

Legal Approved by ELS, Asset Planning Approved by JDH, Credit Approved by HD

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Contract No.: 870273-R2B2

#### EXHIBIT C, TRANSPORTATION QUANTITIES, DATED <u>6-24-15</u> TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE LLFT BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline") AND RANGE RESOURCES - APPALACHIA, LLC ("Customer") DATED 6-24-15

Exhibit C Effective Date: Service Commencement Date

## MAXIMUM DAILY QUANTITY (MDQ): 47,143 Dth Dth Period

PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Quantity by N/A Dth as of N/A, or any subsequent anniversary date, upon providing N/A year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this Agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

CUSTOMER: 1 - RUNS	
	Pan

SUPERSEDES EXHIBIT C DATED 02/02/2015 Legal Approved by ELS, Asset Planning Approved by JDH, Credit Approved by HD **Texas Eastern Transmission, LP** 

FERC NGA Gas Tariff

**Filed Agreements** 

Effective on September 1, 2015

(Version 0.0.0, Section 33.) CNX Gas Company – contract 870274

**Option Code "A"** 

Date: 6 24 15

#### SERVICE AGREEMENT FOR RATE SCHEDULE LLFT

Contract No. 870274-R2

#### SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP,("Pipeline") and CNX GAS COMPANY LLC ("Customer").

WHEREAS, in connection with the firm transportation service contemplated herein, Pipeline and Customer executed a precedent agreement dated September 26, 2013, which sets forth certain conditions precedent to Pipeline's and Customer's rights and obligations under this Agreement and which, along with any amendments thereto, is referred to herein as the "Precedent Agreement."

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

 Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule LLFT and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.

The credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement dated September 26, 2013 between Texas Eastern and Customer related to this Agreement.

 The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit C attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Exhibit(s) A, B, and C are incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the MDQ.

3. This Agreement shall be effective on the Lateral Service Commencement Date as set forth in Section 4(B) of the Precedent Agreement and shall continue for a term ending on and including the later of (a) November 1, 2025, or (b) the 10th anniversary of the Lateral Service Commencement Date ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon one (1) year prior written notice prior to the end of the Primary Term or any successive term thereof. Customer has a one-time right, exercisable no later than twenty-four (24) months prior to the end of the Primary Term, to extend the Primary Term by five (5) years (five (5) year extension): (provided such extension right is subject to Customer also electing to extend that certain Service Agreement for Rate Schedule FT-1 dated as of even date herewith between Pipeline and Customer for such additional five (5) year period) and shall remain in force from year to year thereafter unless terminated by either party upon one (1) year prior written notice prior to the end of the five (5) year extension or any successive term thereof. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement mencessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to the preceding paragraph, a notice of partial reduction in MDQ pursuant to Exhibit C or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Tariff.

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ, the term of the agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest such changes in whole or in part.

- 5. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions. Customer shall execute or cause such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
- 6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline:	TEXAS EASTERN TRANSMISSION, LP 5400 WESTHEIMER COURT		
	HOUSTON, TX 77056-5310		

Customer:

CNX GAS COMPANY LLC 1000 CONSOL ENERGY DRIVE CANONSBURG, PA 15317

- The interpretation and performance of this Agreement shall be in accordance with the laws of the state of TEXAS, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
- 8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

#### 870274-R1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

Co MACO INT CNX GAS COMPANY LLC

TEXAS EASTERN TRANSMISSION, LP by its General Partner Spectra Energy Transmission Services, LLC

By:

#### EXHIBIT A, TRANSPORTATION PATHS FOR BILLING PURPOSES, DATED \_\_\_\_\_/24 15, TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE LLFT BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline") AND CNX GAS COMPANY LLC ("Customer") DATED \_\_\_\_\_\_\_\_

Exhibit A Effective Date: Service Commencement Date

(1) Customer's firm Point(s) of Receipt:.

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage) (dth)	Measurement Responsibilities (	Dwner	Operator
72770	PEPL/TETCO (LEBANON LATERAL-TETCO CAPACITY) WARREN CO., OH	47,143	TX EAST TRAN	TX EAST TRAN	TX EAST TRAN

(2) Customer shall have Pipeline's Lebanon Lateral Master Location List ("LLMLL"). Customer hereby agrees that Pipeline's LLMLL as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

Transportation PathTransportation Path QuantityM2 to M2 (Lebanon Lateral Only)47,143

SIGNED FOR IDENTIFICATION: PIPELINE: Col Martha CUSTOMER SUPERSEDES EXHIBIT A DATED 01/27/2015

Legal Approved by ELS, Asset Planning Approved by JDH, Credit Approved by HD

# EXHIBIT B, POINT(S) OF DELIVERY, DATED <u>6/24/15</u> TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE LLFT BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline") AND CNX GAS COMPANY LLC ("Customer") DATED <u>6/24/15</u>

Exhibit B Effective Date: Service Commencement Date

Point of Delivery	Description	Maximum Daily Delivery (dth)	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
74903	PEPL-GAS CITY DELIVERY/ROUTE 26, GRANT CO., IN GRANT CO., IN	47,143	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	PANHANDLE E	PANHANDLE E	PANHANDLE E

SIGNED FOR IDENTIFICATION: PIPELINE: CG CUSTOMER: SUPERSEDES EXHIBIT B DATED 01/27/2015

Legal Approved by ELS, Asset Planning Approved by JDH, Credit Approved by HD

### 

Exhibit C Effective Date: Service Commencement Date

# MAXIMUM DAILY QUANTITY (MDQ): 47,143 Dth Dth Period

PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Quantity by N/A Dth as of N/A, or any subsequent anniversary date, upon providing N/A year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this Agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

PIPELINE:	Percel	
	not	in Chill In
CUSTOMER:		CG MM

SUPERSEDES EXHIBIT C DATED 01/27/2015 Legal Approved by ELS, Asset Planning Approved by JDH, Credit Approved by HD **Texas Eastern Transmission, LP** 

FERC NGA Gas Tariff

**Filed Agreements** 

Effective on September 1, 2015

(Version 0.0.0, Section 34.) CNX Gas Company – contract 911225

**Option Code "A"** 

SERVICE AGREEMENT FOR RATE SCHEDULE FT-1

Date: 6 24 15,

Contract No. 911225-R2

#### SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP,("Pipeline") and CNX GAS COMPANY LLC ("Customer").

WHEREAS, in connection with the firm transportation service contemplated herein, Pipeline and Customer executed a precedent agreement dated September 26, 2013, which sets forth certain conditions precedent to Pipeline's and Customer's rights and obligations under this Agreement and which, along with any amendments thereto, is referred to herein as the "Precedent Agreement."

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

 Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule FT-1 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.

The credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement dated September 26, 2013 between Texas Eastern and Customer related to this Agreement.

2. The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit D attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's Zones are specified on Exhibit C attached hereto. Exhibit(s) A, B, C, and D are incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ.

3. This Agreement shall be effective on the Mainline Service Commencement Date as set forth in Section 4(A) of the Precedent Agreement and shall continue for a term ending on and including the later of (a) November 1, 2025, or (b) the 10th anniversary of the Lateral Service Commencement Date as set forth in Section 4(B) of the Precedent Agreement ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon one (1) year prior written notice prior to the end of the Primary Term or any successive term thereof. Customer has a one-time right, exercisable no later than twenty-four (24) months prior to the end of the Primary Term, to extend the Primary Term by five (5) years (five (5) year extension): (provided such extension right is subject to Customer also electing to extend that certain Service Agreement for Rate Schedule LLFT dated as of even date herewith between Pipeline and Customer for such additional five (5) year period) and shall remain in force from year to year thereafter unless terminated by either party upon one (1) year prior written notice prior to the end of the five (5) year extension or any successive term thereof. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to the preceding paragraph, a notice of partial reduction in MDQ pursuant to Exhibit D or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Gas Tariff.

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ, the term of the agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest such changes in whole or in part.

- 5. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
- 6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline:	TEXAS EASTERN TRANSMISSION, LP		
	5400 WESTHEIMER COURT		
	HOUSTON, TX 77056-5310		

- Customer: CNX GAS COMPANY LLC 1000 CONSOL ENERGY DRIVE CANONSBURG, PA 15317
- The interpretation and performance of this Agreement shall be in accordance with the laws of the state of TEXAS, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
- This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

911225-R1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

CNX GAS COMPANY LLC

CG MACO IVA

TEXAS EASTERN TRANSMISSION, LP by its General Partner Spectra Energy Transmission Services, LLC

PADO By:

#### 

Exhibit A Effective Date: Service Commencement Date

(1) Customer's firm Point(s) of Receipt:.

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage) (dth)	Measurement Responsibilities Owner Operator				
73733	CNX - MCQUAY III - CONE GATHERING, GREENE CO., PA. GREENE CO., PA	47,143	TX EAST TRAN	CNX GAS LLC	CNX GAS LLC		

(2) Customer shall have Pipeline's Master Location List ("MLL"). Customer hereby agrees that Pipeline's MLL as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

Transportation PathTransportation Path QuantityM2 to M247,143

SIGNED FOR IDENTIFICATION: PIPELINE CG ANT Un CUSTOMER SUPERSEDES EXHIBIT A DATED 01/27/2015

Legal Approved by ELS, Asset Planning Approved by JDH, Credit Approved by HD

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#### EXHIBIT B, POINT(S) OF DELIVERY, DATED TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1 BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline") AND CNX GAS COMPANY LLC ("Customer") DATED (2/24)

Exhibit B Effective Date: Service Commencement Date

Point of Delivery	Description	Maximum Daily Delivery Obligation (dth)	Delivery Pressure Obligation	Measurement Responsibilities Owner	Operator
79951	TETCO LEBANON LATERAL TAKEAWAY POINT - MAINLINE WARREN CO., OH	47,143	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE		TX EAST TRAN

SIGNED FOR IDENTIFICATION G CG PIPELINE: CUSTOMER: SUPERSEDES EXHIBIT B DATED 01/27/2015

Legal Approved by ELS, Asset Planning Approved by JDH, Credit Approved by HD

# 

Exhibit C Effective Date: Service Commencement Date

#### ZONE BOUNDARY ENTRY QUANTITY Dth/D

	то									
FROM	STX	ETX	WLA	ELA	M1-24	M1-30	M2-24	M2-30	M2	M3
STX			-							
ETX										
WLA										
ELA			NOT		IICA	BLE				
M1-24			noi	ALL	LICA					
M1-30										
M2-24										
M2-30										
M2	an a									
М3				The second se						

EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY AND ZONE BOUNDARY EXIT QUANTITY, DATED \_\_\_\_\_\_\_ (24/15\_\_\_\_\_,

ZONE BOUNDARY EXIT QUANTITY

Dth/D

	то									
FROM	STX	ETX	WLA	ELA	M1-24	M1-30	M2-24	M2-30	M2	M3
STX										
ETX		1								
WLA	ine a second s									
ELA	1 m 1111 m 1111	and the second sec	NOT		LICA	BLE				
M1-24							FUE THE CONTRACTOR			
M1-30		1								
M2-24										
M2-30	Contrast, ed. or of the second state of the						and the second sec			1
M2	an a ( Tradig, C. an an Ergen, etch, and an exception)	4								
M3		11 (				1				

SIGNED FOR IDENTIFICATION:	
PIPELINE:	_
CUSTOMER:	Cle
SUPERSEDES EXHIBIT C DATED 01/27/2015	177980-142

Legal Approved by ELS, Asset Planning Approved by JDH, Credit Approved by HD

# EXHIBIT D, TRANSPORTATION QUANTITIES, DATED <u>6/24/15</u>, TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1 BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline") AND CNX GAS COMPANY LLC ("Customer") DATED <u>6/24/15</u>

Exhibit D Effective Date: Service Commencement Date

# MAXIMUM DAILY QUANTITY (MDQ): 47,143 Dth Dth Period

PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Quantity by N/A Dth as of N/A, or any subsequent anniversary date, upon providing N/A year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this service agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

PIPELINE:	Porlo	
	no to	
CUSTOMER:	1110	C

SUPERSEDES EXHIBIT D DATED 01/27/2015 Legal Approved by ELS, Asset Planning Approved by JDH, Credit Approved by HD **Texas Eastern Transmission, LP** 

FERC NGA Gas Tariff

**Filed Agreements** 

Effective on September 1, 2015

(Version 0.0.0, Section 35.) Rice Energy Marketing – contract 870276

**Option Code "A"** 

SERVICE AGREEMENT FOR RATE SCHEDULE LLFT

Date: 7/28/15

Contract No. 870276-R2

### SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP,("Pipeline") and RICE ENERGY MARKETING LLC ("Customer").

WHEREAS, in connection with the firm transportation service contemplated herein, Pipeline and RICE DRILLING B, LLC ("RDB") executed a precedent agreement dated September 26, 2013, which sets forth certain conditions precedent to Pipeline's and RDB's rights and obligations under this Agreement and which is referred to herein as the "Precedent Agreement";

WHEREAS, Pipeline, Customer and RDB entered into an Assignment, Novation, Assumption and Release Agreement executed on January 26, 2015 (the "Assignment Agreement") pursuant to which RDB has assigned or will assign (subject to certain conditions precedent), inter alia, the Precedent Agreement to Customer effective as of the "Assignment Date" (as defined in the Assignment Agreement), which shall occur prior to the Service Commencement Date (as defined below);

WHEREAS, if the Assignment Date occurs prior to the Service Commencement Date, the Assignment Agreement will result in Customer being the proper party to the Precedent Agreement prior to the Service Commencement Date; and

WHEREAS, if the Assignment Date does not occur prior to the Service Commencement Date, then the Parties agree to terminate this Agreement promptly thereafter and contemporaneously with RDB's execution of a Service Agreement with terms identical to the terms of this Agreement in accordance with the Precedent Agreement, with such termination to be effective immediately prior to the start of the gas day on the Service Commencement Date;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

 Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule LLFT and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.

The credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement dated September 26, 2013 between Texas Eastern and Customer related to this Agreement.

2. The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit C attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Exhibit(s) A, B, and C are incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the MDQ.

3. This Agreement shall be effective on the Lateral Service Commencement Date as set forth in Section 3(B) of the Precedent Agreement and shall continue for a term ending on and including the later of (a) November 1, 2025, or (b) the 10th anniversary of the Lateral Service Commencement Date ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon one (1) year prior written notice prior to the end of the Primary Term or any successive term thereof. Customer has a one-time right, exercisable no later than twenty-four (24) months prior to the end of the Primary Term, to extend the Primary Term by five (5) years (five (5) year extension): (provided such extension right is subject to Customer also electing to extend that certain Service Agreement for Rate Schedule FT-1 dated as of even date herewith between Pipeline and Customer for such additional five (5) year period) for the full MDQ at the discounted Reservation Charge and shall remain in force from year to year thereafter unless terminated by either party upon one (1) year prior to the end of the five (5) year settend that certain Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of

termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to the preceding paragraph, a notice of partial reduction in MDQ pursuant to Exhibit C or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Tariff.

- 4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ, the term of the agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest such changes in whole or in part.
- 5. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
- 6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline:	TEXAS EASTERN TRANSMISSION, LP 5400 WESTHEIMER COURT HOUSTON, TX 77056-5310
Customer:	RICE ENERGY MARKETING LLC 400 WOODCLIFF DRIVE CANONSBURG, PA 15317

- The interpretation and performance of this Agreement shall be in accordance with the laws of the state of TEXAS, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
- This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

Agreement 870726R1 dated February 02, 2015

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

RICE ENERGY MARKETING LLC

By: Kechoemat

TEXAS EASTERN TRANSMISSION, LP by its General Partner Spectra Energy Transmission Services, LLC By:

# EXHIBIT A, TRANSPORTATION PATHS FOR BILLING PURPOSES, DATED 7/28/15, TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE LLFT BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline") AND RICE ENERGY MARKETING LLC ("Customer") DATED 7/28/15

Exhibit A Effective Date: Service Commencement Date

#### (1) Customer's firm Point(s) of Receipt:.

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage) (dth)	Measurement Responsibilities	Owner	Operator
72770	PEPL/TETCO (LEBANON LATERAL-TETCO CAPACITY) WARREN CO., OH	86,428	TX EAST TRAN	TX EAST TRAN	TX EAST TRAN

(2) Customer shall have Pipeline's Lebanon Lateral Master Location List ("LLMLL"). Customer hereby agrees that Pipeline's LLMLL as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

# Transportation Path Transportation Path Quantity

M2 to M2 (Lebanon Lateral Only)

86,428

SIGNED FOR IDENTIFICATION PIPELINE: CUSTOMER: k SUPERSEDES EXHIBIT A DATED N/A

Legal Approved by KMC, Asset Planning Approved by JDH, Credit Approved by HVP

# EXHIBIT B, POINT(S) OF DELIVERY, DATED 7/28/5 TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE LLFT BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline") AND RICE ENERGY MARKETING LLC ("Customer") DATED 7/28/15

Exhibit B Effective Date: Service Commencement Date

Point of Delivery	Description	and the second	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
74903	PEPL-GAS CITY DELIVERY/ROUTE 26, GRANT CO., IN GRANT CO., IN	86,428	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	PANHANDLE E	PANHANDLE E	PANHANDLE E

SIGNED FOR IDENTIFICATION PIPELINE: CUSTOMER: K

SUPERSEDES EXHIBIT B DATED N/A Legal Approved by KMC, Asset Planning Approved by JDH, Credit Approved by HVP

# EXHIBIT C, TRANSPORTATION QUANTITIES, DATED \_\_\_\_\_\_, TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE LLFT BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline") AND RICE ENERGY MARKETING LLC ("Customer") DATED \_\_\_\_\_\_28115

Exhibit C Effective Date: Service Commencement Date

# MAXIMUM DAILY QUANTITY (MDQ): 86,428 Dth Dth Period

PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Quantity by N/A Dth as of N/A, or any subsequent anniversary date, upon providing N/A year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this Agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

FCC N= PIPELINE:

CUSTOMER:

SUPERSEDES EXHIBIT C DATED N/A Legal Approved by KMC, Asset Planning Approved by JDH, Credit Approved by HVP **Texas Eastern Transmission, LP** 

FERC NGA Gas Tariff

**Filed Agreements** 

Effective on September 1, 2015

(Version 0.0.0, Section 36.) Rice Energy Marketing – contract 911230

**Option Code "A"** 

SERVICE AGREEMENT FOR RATE SCHEDULE FT-1

Date: 7/28/15

Contract No. 911230-R2

#### SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP,("Pipeline") and RICE ENERGY MARKETING LLC ("Customer").

WHEREAS, in connection with the firm transportation service contemplated herein, Pipeline and RICE DRILLING B, LLC ("RDB") executed a precedent agreement dated September 26, 2013, which sets forth certain conditions precedent to Pipeline's and RDB's rights and obligations under this Agreement and which is referred to herein as the "Precedent Agreement";

WHEREAS, Pipeline, Customer and RDB entered into an Assignment, Novation, Assumption and Release Agreement executed on January 26, 2015 (the "Assignment Agreement") pursuant to which RDB has assigned or will assign (subject to certain conditions precedent), inter alia, the Precedent Agreement to Customer effective as of the "Assignment Date" (as defined in the Assignment Agreement), which shall occur prior to the Service Commencement Date (as defined below);

WHEREAS, if the Assignment Date occurs prior to the Service Commencement Date, the Assignment Agreement will result in Customer being the proper party to the Precedent Agreement prior to the Service Commencement Date; and

WHEREAS, if the Assignment Date does not occur prior to the Service Commencement Date, then the Parties agree to terminate this Agreement promptly thereafter and contemporaneously with RDB's execution of a Service Agreement with terms identical to the terms of this Agreement in accordance with the Precedent Agreement, with such termination to be effective immediately prior to the start of the gas day on the Service Commencement Date;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

 Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule FT-1 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.

The credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement dated September 26, 2013 between Texas Eastern and Customer related to this Agreement.

2. The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit D attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's Zones are specified on Exhibit C attached hereto. Exhibit(s) A, B, C, and D are incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ.

3. This Agreement shall be effective on the Mainline Service Commencement Date as set forth in Section 3(A) of the Precedent Agreement and shall continue for a term ending on and including the later of (a) November 1, 2025, or (b) the 10th anniversary of the Lateral Service Commencement Date as set forth in Section 3(B) of the Precedent Agreement ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon one (1) year prior written notice prior to the end of the Primary Term or any successive term thereof. Customer has a one-time right, exercisable no later than twenty-four (24) months prior to the end of the Primary Term by five (5) years (five (5) year extension): (provided such extension right is subject to Customer also electing to extend that certain Service Agreement for Rate Schedule LLFT dated as of even date herewith between Pipeline and Customer for such additional five (5) year thereafter unless terminated by either party upon one (1) year prior to the end of the five (5) year extension charge and shall remain in force from year to year the extension or any successive term thereof. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any

bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to the preceding paragraph, a notice of partial reduction in MDQ pursuant to Exhibit D or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Gas Tariff.

- 4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff. And Pipeline shall have the right to place such changes in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ, the term of the agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest such changes in whole or in part.
- 5. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions. Customer shall execute or cause such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
- 6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline:	TEXAS EASTERN TRANSMISSION, LF 5400 WESTHEIMER COURT HOUSTON, TX 77056-5310				
Customer:	RICE ENERGY MARKETING LLC 400 WOODCLIFF DRIVE CANONSBURG, PA 15317				

- The interpretation and performance of this Agreement shall be in accordance with the laws of the state of TEXAS, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
- This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

Agreement 911230R1 dated February 02, 2015

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

RICE ENERGY MARKETING LLC

By: KCShorman

TEXAS EASTERN TRANSMISSION, LP by its General Partner Spectra Energy Transmission Services, LLC

E By:

# EXHIBIT A, TRANSPORTATION PATHS FOR BILLING PURPOSES, DATED 7/28/15, TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1 BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline") AND RICE ENERGY MARKETING LLC ("Customer") DATED 7/28/15

Exhibit A Effective Date: Service Commencement Date

#### (1) Customer's firm Point(s) of Receipt:.

		Maximum Daily				
Point		<b>Receipt Obligation</b>				
of						
Receipt	Description	Shrinkage) (dth)	Responsibilities	Owner	Operator	
79975	UNIONTOWN WEST FAYETTE CO., PA	86,428	TX EAST TRAN	TX EAST TRAN	TX EAST TRAN	

(2) Customer shall have Pipeline's Master Location List ("MLL"). Customer hereby agrees that Pipeline's MLL as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

Transportation Path	Transportation Path Quantity
M2 to M2	86,428

SIGNED FOR IDENTIFICATION:	
PIPELINE: Brac	
CUSTOMER: KCShurmat	
	K

SUPERSEDES EXHIBIT A DATED N/A Legal Approved by KMC, Asset Planning Approved by JDH, Credit Approved by HVP

# EXHIBIT B, POINT(S) OF DELIVERY, DATED 7/28/15, TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1 BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline") AND RICE ENERGY MARKETING LLC ("Customer") DATED 7/28/15

Exhibit B Effective Date: Service Commencement Date

Po of De	int livery		Maximum Daily Delivery Obligation (dth)	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
799	951	TETCO LEBANON LATERAL TAKEAWAY POINT - MAINLINE WARREN CO., OH	86,428	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	TX EAST TRAN	TX EAST TRAN

SIGNED FOR	IDENTIFICATION:	
PIPELINE:	BARCO	
CUSTOMER:	X Sloveman	
	1	K

SUPERSEDES EXHIBIT B DATED N/A Legal Approved by KMC, Asset Planning Approved by JDH, Credit Approved by HVP

# EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY AND ZONE BOUNDARY EXIT QUANTITY, DATED <u>7/28/15</u>, TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1 BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline") AND RICE ENERGY MARKETING LLC ("Customer") DATED <u>7/28/15</u>

Exhibit C Effective Date: Service Commencement Date

# ZONE BOUNDARY ENTRY QUANTITY Dth/D

-					то					
FROM	STX	ЕТХ	WLA	ELA	M1-24	M1-30	M2-24	M2-30	M2	М3
STX										
ЕТХ										
WLA										
ELA										
M1-24										
M1-30				Not A	pplicabl	e				
M2-24										
M2-30										
M2										
М3										

# EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY AND ZONE BOUNDARY EXIT QUANTITY, DATED $\frac{7}{28}$ ,

# ZONE BOUNDARY EXIT QUANTITY Dth/D

			1		то					
FROM	STX	ЕТХ	WLA	ELA	M1-24	M1-30	M2-24	M2-30	M2	МЗ
STX										
ЕТХ										
WLA										
ELA										
M1-24										
M1-30				Not	Applicat	ole				
M2-24										
M2-30										
M2										
М3										

SIGNED FOR IDENTIFICATION:	
PIPELINE: DACE	
CUSTOMER: KCShremat	
SUPERSEDES EXHIBIT C DATED N/A	K

Legal Approved by KMC, Asset Planning Approved by JDH, Credit Approved by HVP

# EXHIBIT D, TRANSPORTATION QUANTITIES, DATED \_\_\_\_\_\_\_\_, TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1 BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline") AND RICE ENERGY MARKETING LLC ("Customer") DATED \_\_\_\_\_\_28

Exhibit D Effective Date: Service Commencement Date

# MAXIMUM DAILY QUANTITY (MDQ): 86,428 Dth Dth Period

PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Quantity by N/A Dth as of N/A, or any subsequent anniversary date, upon providing N/A year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this service agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

PIPELINE.

CUSTOMER

SUPERSEDES EXHIBIT D DATED N/A