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## VIA ETARIFF FILING

June 7, 2017

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

**Re: Stagecoach Pipeline & Storage Company LLC -- Filing of Letter  
Agreements Confirming the Permanent Release of Three  
Negotiated Rate and Nonconforming Service Agreements and  
Resulting Change in Customer Name  
Docket No. RP17-\_\_\_\_-000**

Ladies and Gentlemen:

Stagecoach Pipeline & Storage Company LLC (“Stagecoach”) seeks Commission review and acceptance of letter agreements pertaining to one revised negotiated rate service agreement and two revised nonconforming service agreements, each of which provides for negotiated rates. To this end, Stagecoach tenders for filing under Section 4 of the Natural Gas Act, 15 U.S.C. § 717c (2012), and Part 154 of the Commission’s Regulations, 18 C.F.R. Part 154 (2016), and acceptance for inclusion in its FERC Gas Tariff, Original Volume No. 1, the revised tariff sections listed below.

<b>Section</b>	<b>Description</b>	<b>Version</b>
1.0	Table of Contents	2.0.0
4.0	Currently Effective Rates	2.0.0
Nonconforming Service Agreements		
8.5	Alta Energy Marketing LLC FWSA	1.0.0
8.7	Alta Energy Marketing LLC FTSA	1.0.0
Negotiated Rate Service Agreements		
9.6	Alta Energy Marketing LLC FTS-2	1.0.0

Stagecoach respectfully requests that the Commission accept these revised tariff sections for filing with an effective date of July 1, 2017.

Statement of Nature, Reasons and Basis for Proposed Modifications

Stagecoach currently has on file with the Commission as part of its FERC Gas Tariff one negotiated rate service agreement and two nonconforming service agreements with Anadarko Energy Services Company (“Anadarko”) (see Sections 8.5, 8.7 and 9.6). The two nonconforming service agreements provide for negotiated rates. Anadarko and Alta Marcellus Development, LLC (“Alta”) have recently obtained a FERC waiver order authorizing Anadarko to assign its transportation service agreements, including Anadarko’s three agreements with Stagecoach, to Alta (or to an affiliate of Alta).<sup>1</sup> Anadarko and Alta have notified Stagecoach that the effective date for the assignment (to Alta’s affiliate Alta Energy Marketing LLC) is July 1, 2017.

Stagecoach’s predecessor, Central New York Oil And Gas Company, LLC (“CNYOG”), previously filed each of the agreements for Commission acceptance.<sup>2</sup> Accordingly, the Commission has previously reviewed the agreements and found them to be acceptable for inclusion in Stagecoach’s tariff.<sup>3</sup> In so doing, the Commission has reviewed and accepted the nonconforming provisions of Sections 8.5 and 8.7.<sup>4</sup>

Stagecoach is not proposing to make any substantive changes to these three service agreements. To reflect the planned change in the identity of the Customer under these

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<sup>1</sup> *Anadarko Energy Servs. Co.*, 158 FERC ¶ 61,130 (2017).

<sup>2</sup> CNYOG previously notified the Commission that it changed its name to Stagecoach Pipeline & Storage Company LLC on October 29, 2015. Stagecoach also refiled CNYOG’s FERC Gas Tariff, reflecting only the name change and without substantive changes, to serve as Stagecoach’s new baseline tariff. *Stagecoach Pipeline & Storage Co. LLC*, Docket No. RP16-102-000 (unpublished delegated letter order issued Nov. 20, 2015).

<sup>3</sup> *Central New York Oil & Gas Co., LLC*, Docket No. RP15-200-000 (unpublished delegated letter order issued Dec. 16, 2014) (accepting Section 9.6); *Central New York Oil & Gas Co., LLC*, Docket No. RP13-173-000 (unpublished delegated letter order issued Nov. 16, 2012) (accepting Section 8.7); *Central New York Oil & Gas Co., LLC*, 136 FERC ¶ 61,224 (2011), *order on compliance filing*, Docket No. RP11-2552-001 (unpublished delegated letter order issued Dec. 16, 2011) (accepting Section 8.5).

<sup>4</sup> The Section 8.5 Firm Wheeling Service Agreement includes the following non-conforming provisions that the Commission found to be acceptable: changes from years to months for the dates used in the notification process for considerations unique to the start-up of new facilities, a one-time unilateral right to extend the term, a statement regarding limitation of liability that matches the GT&C and a most favored nations rate clause. *CNYOG*, 136 FERC ¶ 61,224 at PP 7-10. The Section 8.7 Firm Transportation Service Agreement includes the following non-conforming provisions that the Commission found to be acceptable: expressing the term as a number of years from the expansion facilities’ in-service date, rollover rights, agreed upon fuel rates and a most favored nations rate clause. *Central New York Oil & Gas Co., LLC*, Docket Nos. RP13-156-000, 001 (unpublished delegated letter order issued Nov 7, 2012).

agreements, Stagecoach proposes to add a form of letter agreement, to be executed by Alta and Stagecoach, at the end of the three tariff records pertaining to the agreements.<sup>5</sup> These form letter agreements reflect the agreement of the parties to: (i) replace all references to Anadarko in the applicable service agreement with appropriate references to Alta; and (ii) change the contract number for each service agreement to a contract number easily attributable to Alta (*e.g.*, changing contract number FT2-AES-0001 to FT2-ALTA-0001). In all other respects, the service agreements being assigned to Alta remain exactly the same as those previously approved by the Commission.

General Terms and Conditions Section 6.2.4 of Stagecoach's FERC Gas Tariff authorizes it to enter into negotiated rate agreements. The Commission has given pipelines seeking Commission acceptance of its negotiated rate agreements the option of filing a summary of the essential terms of a negotiated rate agreement or filing the negotiated rate agreement itself.<sup>6</sup> Stagecoach has chosen to file the negotiated rate agreement.

The Commission typically requires a pipeline to provide a redline of a nonconforming service agreement showing changes made to the tariff's *pro forma* agreement. Stagecoach respectfully requests that the Commission waive this requirement as to the two nonconforming service agreements relevant here because it has previously reviewed and accepted these agreements, and the changes proposed in the form letter amendments are not substantive, as explained above. The attached redline of the current tariff filing shows that Stagecoach is not proposing to make any changes to the agreements included in Stagecoach's currently effective tariff. The sole change to the three tariff records is to add the form letter amendments between Alta and Stagecoach, as is shown in the redline.

The three nonconforming and negotiated rate service agreements reflect no changes as compared to the agreements included in Stagecoach's currently effective tariff. Moreover, the addition of the form letter amendments to the tariff records is entirely consistent with the Commission's order granting Anadarko's request for waivers permitting it to assign the agreements permanently to an affiliate of Alta. Accordingly, Stagecoach respectfully requests that the Commission accept the tariff sections filed herein to be effective as of July 1, 2017.

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<sup>5</sup> Stagecoach is adding unsigned versions of the form letter amendments in Word format to facilitate eTariff filing (scanned copies of the signed amendments would result in large and unwieldy tariff records under the eTariff filing protocol). Changes to the other tariff records filed herewith, the Table of Contents (Section 1.0) and the Currently Effective Rates (Section 4.0), are limited to changing the name of the shipper from Anadarko to Alta.

<sup>6</sup> *Natural Gas Pipeline Negotiated Rate Policies & Practices*, 104 FERC ¶ 61,134 at P 26 (2003), *on reh'g & clarification*, 114 FERC ¶ 61,042, *order dismissing reh'g & denying clarification*, 114 FERC ¶ 61,304 (2006).

### Motion to Place Tariff Sections into Effect

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, 18 C.F.R. § 154.7(a)(9), Stagecoach moves to place the aforementioned revised tariff sections into effect on July 1, 2017. Stagecoach hereby reserves its right to file a motion to place the tariff sections referenced herein into effect as of the end of any suspension period ordered by the Commission.

### List of Materials Enclosed

In accordance with Section 154.7(a)(1) of the Commission's Regulations, 18 C.F.R. § 154.7(a)(1), the following material is submitted herewith:

- (a) a Statement of the Nature, Reasons and Basis for the filing (contained in this transmittal letter);
- (b) an enumeration herein of the revised tariff sections being filed;
- (c) the revised tariff sections in XML Schema format;
- (d) a clean copy of the revised tariff sections in .pdf format for posting in the Commission's eLibrary; and
- (e) a redline version of the revised tariff sections in accordance with the provisions of Section 154.201(a) of the Commission's Regulations, 18 C.F.R. § 154.201(a).

### Waivers

In addition to the waivers requested above, Stagecoach respectfully requests that the Commission grant any other waivers that it may deem necessary in order that it may accept the tariff sections filed herewith and make them effective as of July 1, 2017.

### Posting and Certification of Service

In accordance with the provisions of Section 154.2(d) of the Commission's Regulations, 18 C.F.R. § 154.2(d), copies of this filing are available for public inspection during regular business hours in a convenient form and place at Stagecoach's offices in Houston, Texas and at Stagecoach's Storage Facility in New York. In addition, Stagecoach is serving copies of the instant filing on its customers and on the interested state commissions. Such service meets or exceeds the requirements of Section 154.208 of the Commission's Regulations, 18 C.F.R. § 154.208.

Ms. Kimberly D. Bose  
June 7, 2017  
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Communications

Questions concerning this filing and all Commission orders and correspondence, as well as pleadings and correspondence from persons concerning this filing, should be served upon each of the following:

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Thank you for your attention.

Sincerely,

/s/

William E. Rice  
Attorney for  
*Stagecoach Pipeline & Storage Company LLC*

Attachments

cc: All Stagecoach Customers

## **CLEAN TARIFF**

FERC GAS TARIFF  
ORIGINAL VOLUME NO. 1  
OF  
STAGECOACH PIPELINE & STORAGE COMPANY LLC

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4.0 CURRENTLY EFFECTIVE RATES

FIRM STORAGE SERVICE (FSS)\*

	RATE	UNITS
Capacity Reservation Rate (Monthly)	Market Based/ Negotiable	\$/dth of MSQ
North Lateral Reservation Rate (Monthly)	Market Based/ Negotiable	\$/dth of NLMDQ
South Lateral Reservation Rate (Monthly)	Market Based/ Negotiable	\$/dth of SLMDQ
Injection Rate (Commodity)	Market Based/ Negotiable	\$/dth
Overrun Injection Rate (Commodity)	Market Based/ Negotiable	\$/dth
Withdrawal Rate (Commodity)	Market Based/ Negotiable	\$/dth
Overrun Withdrawal Rate (Commodity)	Market Based/ Negotiable	\$/dth
North Lateral Overrun Rate (Commodity)	Market Based/ Negotiable	\$/dth
South Lateral Overrun Rate (Commodity)	Market Based/ Negotiable	\$/dth
Base Gas Rate	Market Based/ Negotiable	\$/dth of MSQ

\* All quantities of natural gas are measured in Dekatherms (dth)

INTERRUPTIBLE STORAGE SERVICE (ISS)\*

	RATE	UNITS
Interruptible Storage Rate (Commodity)	Market Based/ Negotiable	\$/dth-per day
North Lateral Charge (Commodity)	Market Based/ Negotiable	\$/dth
South Lateral Charge (Commodity)	Market Based/ Negotiable	\$/dth

FIRM WHEELING SERVICE (FWS)\*

	RATE	UNITS
Monthly Firm Wheeling Reservation Rate	Negotiable	\$/dth of MDFWQ
Recourse (Min./Max.)	\$0.00/\$4.410	\$/dth of MDFWQ
Firm Wheeling Commodity Rate	Negotiable	\$/dth
Recourse (Min./Max.)	\$0.0016/\$0.0016	\$/dth
Firm Wheeling Overrun Commodity Rate	Negotiable	\$/dth
Recourse (Min./Max.)	\$0.0017/\$0.1466	\$/dth

INTERRUPTIBLE WHEELING SERVICE (IWS)\*

	RATE	UNITS
Interruptible Wheeling Rate (Commodity)	Market Based/ Negotiable	\$/dth
Interruptible Wheeling Overrun Rate (Commodity)	Market Based/ Negotiable	\$/dth

INTERRUPTIBLE PARK AND LOAN SERVICE (PAL) \*

	RATE	UNITS
PAL Term Service (Reservation)	Market Based/ Negotiable	\$/dth of PAL MAQ
PAL Daily Service (Commodity)	Market Based/ Negotiable	\$/dth
PAL Overrun Rate (Commodity)	Market Based/ Negotiable	\$/dth
Injection Rate (Commodity)	Market Based/ Negotiable	\$/dth
Overrun Injection Rate (Commodity)	Market Based/ Negotiable	\$/dth
Withdrawal Rate (Commodity)	Market Based/ Negotiable	\$/dth
Overrun Withdrawal Rate (Commodity)	Market Based/ Negotiable	\$/dth

\* All quantities of natural gas are measured in Dekatherms (dth)

MARC I FIRM TRANSPORTATION SERVICE (MARC I FTS)*	RATE	UNITS
Monthly MARC I Firm Transportation Reservation Rate		
Recourse (Min./Max)	Negotiable \$0.00/\$7.8232	\$/dth of MDFTQ \$/dth of MDFTQ
MARC I Firm Transportation Commodity Rate		
Recourse (Min./Max)	Negotiable \$0.0001/\$0.0029	\$/dth \$/dth
MARC I Firm Transportation Overrun Commodity Rate		
Recourse (Min./Max)	Negotiable \$0.0001/\$0.2601	\$/dth \$/dth
MARC I INTERRUPTIBLE TRANSPORTATION SERVICE (MARC I ITS)*	RATE	UNITS
MARC I Interruptible Transportation Commodity Rate		
Recourse (Min./Max)	Negotiable \$0.0001/\$0.2601	\$/dth \$/dth
MARC I Interruptible Transportation Overrun Commodity Rate		
Recourse (Min./Max)	Negotiable \$0.0001/\$0.2601	\$/dth \$/dth

\* All quantities of natural gas are measured in Dekatherms (dth)

FIRM TRANSPORTATION SERVICE (FTS-2)

	RATE (Min./Max)	UNITS
Monthly FTS-2 Reservation Rate		
MARC I Facilities (only)	\$0.00/\$7.8232	\$/dth of MDFTQ
North/South Laterals (only)	\$0.00/\$4.4100	\$/dth of MDFTQ
MARC I & N/S Laterals	\$0.00/\$12.2332	\$/dth of MDFTQ
FTS-2 Commodity Rate		
MARC I Facilities (only)	\$0.0001/\$0.0029	\$/dth
North/South Laterals (only)	\$0.0016/\$0.0016	\$/dth
MARC I & N/S Laterals	\$0.0017/\$0.0045	\$/dth
FTS-2 Overrun Commodity Rate		
MARC I Facilities (only)	\$0.0001/\$0.2601	\$/dth
North/South Laterals (only)	\$0.0017/\$0.1466	\$/dth
MARC I & N/S Laterals	\$0.0018/\$0.4067	\$/dth

INTERRUPTIBLE TRANSPORTATION SERVICE (ITS-2)

	RATE (Min./Max)	UNITS
ITS-2 Commodity Rate		
MARC I Facilities (only)	\$0.0001/\$0.2601	\$/dth
North/South Laterals (only)	\$0.0016/\$0.1466	\$/dth
MARC I & N/S Laterals	\$0.0017/\$0.4067	\$/dth
ITS-2 Overrun Commodity Rate		
MARC I Facilities (only)	\$0.0001/\$0.2601	\$/dth
North/South Laterals (only)	\$0.0017/\$0.1466	\$/dth
MARC I & N/S Laterals	\$0.0018/\$0.4067	\$/dth

ELECTRIC POWER AND USE/LOSS - FSS, ISS and IWS

	RATE	UNITS
Seller's Injection or Wheeling Use	See Below	\$/dth and %

Seller will bill Customer each Month for Seller's Injection or Seller's Wheeling Use (i) for electric power used in Seller's operations at the rate of \$0.05 per Dekatherm of the gas scheduled for injection or wheeling on Customer's behalf during the preceding Month, and (ii) for Gas lost or unaccounted for in Seller's operations at the rate of one quarter of one percent (0.25%) of the Gas scheduled for injection or wheeling on Customer's behalf in the preceding Month.

POWER AND USE/LOSS, NORTH/SOUTH LATERALS - FWS, FTS-2 and ITS-2 (as applicable)

	RATE	UNITS
Seller's Transportation Use	See Below	\$/dth and %
Seller's Wheeling Use	See Below	\$/dth and %

Seller will bill Customer each Month for Seller's Transportation or Wheeling Use:

(i) for electric power used in Seller's operations under Rate Schedule FTS-2, FWS or ITS-2 at a rate of \$0.0438/dth of Gas scheduled for firm Transportation or Wheeling Service during the preceding Month; plus

(ii) for Gas lost or unaccounted for in Seller's operations under Rate Schedule FTS-2, FWS or ITS-2 at a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm Transportation or Wheeling Service on Customer's behalf during the preceding Month.

POWER AND USE/LOSS - INTERMEDIATE POINTS TO/FROM STAGECOACH HUB

There will be no Seller's Transportation or Wheeling Use assessed on transportation or wheeling from a point on the South Lateral (other than the TGP Interconnect) or a North Lateral (other than the Millennium Interconnect) to a paper point on the Stagecoach Storage Facility (the "Stagecoach Hub"). Customers nominating Gas from the Stagecoach Hub will be assessed a Seller's Injection Use for Gas scheduled for Injection or the applicable Seller's Transportation or Wheeling Use for Gas scheduled for transportation or wheeling to the TGP Interconnect or the Millennium Interconnect.

POWER AND USE/LOSS, MARC I FACILITIES - MARC I FTS and FTS-2 (as applicable)

	<u>RATE</u>	<u>UNITS</u>
Seller's Transportation Use	See Below	\$/dth and %

Seller will bill Customer each Month for Seller's Transportation Use:

(i) for electric power used in Seller's operations under Rate Schedule MARC I FTS or FTS-2 at a rate of \$0.0260/dth of Gas scheduled for firm Transportation Service on Customer's behalf during the preceding Month; plus

(ii) for Gas used in Seller's operations under Rate Schedule MARC I FTS or FTS-2 at a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for firm Transportation Service on Customer's behalf during the preceding Month; plus

(iii) for Gas lost or unaccounted for in Seller's operations under Rate Schedule MARC I FTS or FTS-2 at a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm Transportation Service on Customer's behalf during the preceding Month.

POWER AND USE/LOSS, MARC I FACILITIES - MARC I ITS and ITS-2 (as applicable)

	<u>RATE</u>	<u>UNITS</u>
Seller's Transportation Use	See Below	\$/dth and %

Seller will bill Customer each Month for Seller's Transportation Use:

(i) for electric power used in Seller's operations under Rate Schedules MARC I ITS or ITS-2 at the rate of \$0.0260/dth of Gas scheduled for interruptible Transportation Service on Customer's behalf during the preceding Month,

(ii) for Gas used in Seller's operations under Rate Schedules MARC I ITS or ITS-2 at a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for interruptible Transportation Service on Customer's behalf during the preceding Month; plus

(iii) for Gas lost or unaccounted for in Seller's operations under Rate Schedules MARC I ITS or ITS-2 at the rate of one-tenth of one percent (0.10%) of the Gas scheduled for interruptible Transportation Service on Customer's behalf during the preceding Month.

POWER AND USE/LOSS - INTERMEDIATE POINTS TO/FROM MARC I HUB

There will be no Seller's Transportation Use assessed on transportation from a MARC I Receipt Point to the paper pooling point on the MARC I Facilities (the "MARC I Hub"). Customers nominating Gas from the MARC I Hub will be assessed a Seller's Transportation Use for Gas scheduled for transportation to the South Lateral, to the TGP Interconnect or to the Transco Interconnect.

NEGOTIATED RATE SERVICE AGREEMENTS

<u>Customer</u>	<u>Contract No.</u>	<u>Type of Service</u>	<u>Contract Date</u>
Chief Oil & Gas LLC	FTS-COG-0001	MARC I FTS	November 1, 2014
Tug Hill Marcellus, LLC	FTS-THM-0001	MARC I FTS	November 1, 2014
Enerplus Resources (USA) Corporation	FTS-ERC-0001	MARC I FTS	November 1, 2014
Southwestern Energy Services Company	FT2-SWN-0001	FTS-2	December 1, 2014
Carrizo (Marcellus) LLC	FT2-CZO-0001	FTS-2	December 1, 2014
Alta Energy Marketing LLC	FT2-ALTA-0001	FTS-2	December 1, 2014 Amended 7/1/2017
Enerplus Resources (USA) Corporation	FT2-ERC-0001	FTS-2	October 15, 2015

Unless approved by the Commission and identified as a Non-Conforming Service Agreement in this Tariff, Negotiated rate service agreements entered into by STAGECOACH do not deviate in any material aspect from the form of service agreement in this Tariff.



NON-CONFORMING SERVICE AGREEMENTS

Customer	Contract No.	Type of Service	Contract Date
Cabot Oil & Gas Corporation	CAB_SC000354FWS	FWS	10/1/2011
Central Hudson Gas and Electric Corp.	CHUB_SC000356FWS	FWS	10/1/2011
Chesapeake Energy Marketing, Inc.	CHES_SC000358FWS	FWS	10/1/2011
Southwestern Energy Services Company	SWE_SC000360FWS	FWS	10/1/2011
Alta Energy Marketing LLC	ALTA_SC000362FWS	FWS	10/1/2011 Amended 10/18/2012 7/1/2017
MMGS, Inc.	MGS SC000354FWS	FWS	10/1/2011
Alta Energy Marketing LLC	FTS-ALTA-0002	FTS	12/27/2011 Amended 7/1/2017
Chesapeake Energy Marketing, Inc.	FTS-CHK-0004	FTS	11/01/2014
MMGS Inc.	FTS-MIT-0005	FTS	12/30/2011 Amended 10/17/2012
Statoil Natural Gas LLC	FTS-STA-0003	FTS	12/29/2011 Amended 10/19/2012

\* All quantities of natural gas are measured in Dekatherms (dth).

## 8.5 ALTA ENERGY MARKETING LLC FWS SERVICE AGREEMENT

THIS AGREEMENT entered into as of the \_\_\_ day of \_\_\_\_\_ 2011, by and between Central New York Oil And Gas Company, LLC, a New York limited liability company, hereinafter referred to as “Seller,” and Anadarko Energy Services Company, hereinafter referred to as “Customer.”

### WITNESSETH

WHEREAS, Customer has requested Seller to provide Firm Wheeling Service (“FWS”) on Customer’s behalf; and

WHEREAS, Seller has sufficient capacity available to provide Firm Wheeling Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

### ARTICLE I

#### WHEELING SERVICE

1. Seller’s service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission (“Commission”), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer’s Maximum Daily Firm Wheeling Quantity (“MDFWQ”), plus Seller’s Wheeling Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Wheeling Service for daily quantities in excess of the Customer’s Maximum Daily Firm Wheeling Quantity if Seller can do so without adverse effect on Seller’s operations or Seller’s ability to meet all higher priority obligations.

### ARTICLE II

#### POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller’s Wheeling Fuel and Lost and Unaccounted for Gas quantity, as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer’s Maximum Daily Firm Wheeling Quantity, plus Seller’s applicable Wheeling Fuel and Lost and Unaccounted for Gas quantity.
2. Seller shall wheel Customer’s nominated quantity of Gas on a firm basis from the Point

of Receipt to the Point of Delivery.

3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

### ARTICLE III

#### TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a primary term of sixty (60) months (the "Primary Term"), commencing on the first day of the first month following completion of construction of the facilities and at least thirty (30) days written notice from Seller to Customer of the scheduled in-service date of the facilities of Seller required to provide FWS, or if commencement of FWS is delayed beyond such scheduled in-service date, from the first day of the first calendar month thereafter following at least seven (7) days written notice from Seller to Customer that the facilities of Seller required to provide FWS are completed and in service.
2. Customer shall have the one-time unilateral right, exercisable by written notice to Seller at any time not less than twelve (12) months before the end of the Primary Term, to extend the term of this Agreement, including the rates assessed in this Agreement, with respect to all or any portion of Customer's MDFWQ for a period of not less than one (1) year and not more than sixty (60) months which shall begin on the first day immediately following the expiration of the Primary Term.

### ARTICLE IV

#### RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FWS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth

herein, in Rate Schedule FWS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

3. Further Agreement:

In consideration of Customer's reservation of capacity supporting the Firm Wheeling Facilities, Seller agrees that if, prior to and up to five (5) years after the In-Service Date of the Firm Wheeling Facilities, Seller enters into an FWS Agreement (excluding interim FWS service authorized under Seller's Tariff) with any other FWS customer –

- (a) for an MDFWQ of Firm Wheeling Service equal to or less than the MDFWQ of this FWS Agreement, or
- (b) for a term equal to or less than the term of this FWS Agreement, at a Reservation rate less than Customer's Reservation rate, or with terms and conditions materially more favorable to such other FWS customer than those otherwise set forth in this FWS Agreement, Seller shall notify Customer in writing within five (5) Business Days. Unless Customer notifies Seller in writing within five (5) Business Days that Customer does not want to revise its rates or terms and conditions of service, then Seller will revise this FWS Agreement to reduce Customer's Reservation rate to equal such lower Reservation rate, if any, and/or to provide the more favorable terms and conditions of service, if any, effective as of the date of such FWS Agreement with such other FWS customer.

## ARTICLE V

### NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (*e.g.*, FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil And Gas Company, LLC  
Two Brush Creek Blvd., Suite 200  
Kansas City, MO 64112

Attention: Commercial Operations  
Facsimile: (913) 319 - 8082

Customer: Anadarko Petroleum Corporation  
1201 Lake Robbins Dr.

The Woodlands, TX 77380

Attn: Manager Transportation  
Facsimile: (832) 636-0388

#### ARTICLE VI

#### INCORPORATION BY REFERENCE

The provisions of Rate Schedule FWS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rates Schedule FWS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FWS and the GT&C.

#### ARTICLE VII

#### MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_: None
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N.A.  
Released Contract No.: N.A.
3. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR IN SELLER'S FERC GAS TARIFF (OTHER THAN SECTION 16.7 OF THE GENERAL TERMS AND CONDITIONS THEREOF PERTAINING TO REMEDIES FOR FAILURE TO COMPLY WITH AN OFO) AND SECTIONS 9 AND 11 OF THE FWS RATE SCHEDULE (PERTAINING TO SCHEDULING AND IMBALANCE PENALTIES), NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES FOR MATTERS ARISING OUT OF OR IN CONNECTION WITH SERVICE UNDER THE FWS RATE SCHEDULE.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

**Central New York Oil And Gas Company, LLC**

By \_\_\_\_\_

Its \_\_\_\_\_

**Anadarko Energy Services Company, LLC**  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"

to

FWS Agreement between  
Central New York Oil And Gas Company, LLC (Seller)  
and

Anadarko Energy Services Company, LLC (Customer)

Dated \_\_\_\_\_, 2011

- I. MAXIMUM DAILY FIRM WHEELING QUANTITY: 50,625 Dth
- II. PRIMARY POINT OF RECEIPT  
ALL 50,625 Dth  
Includes:  
(a) Tennessee Gas Pipeline,  
(b) Stagecoach Gas Storage,  
(c) CNYOG's MARC I Hub Line (Proposed),  
(d) Millennium Pipeline,  
(e) the Angelina Gathering Company's Receipt Point on the South Lateral, and  
(f) any other receipt point on the North or South Lateral  
Customer has up to 50,625 Dth of Primary Receipt Point Capacity at each Point of Receipt.
- III. PRIMARY POINT OF DELIVERY  
ALL 50,625 Dth  
Includes:  
(a) Tennessee Gas Pipeline,  
(b) Stagecoach Gas Storage,  
(c) CNYOG's MARC I Hub Line (Proposed),  
(d) Millennium Pipeline, and  
(e) any other delivery point on the North or South Lateral  
Customer has up to 50,625 Dth of Primary Delivery Point Capacity at each Point of Delivery.
- IV. RATES AND CHARGES
- |                                      |   |
|--------------------------------------|---|
| Firm Wheeling Reservation Rate       | \$3.65/dth of MDFWQ per Month<br><input type="checkbox"/> Recourse Rate (Check if applicable) |
| Firm Wheeling Commodity Rate         | \$0.00/dth<br><input type="checkbox"/> Recourse Rate (Check if applicable)                    |
| Firm Wheeling Overrun Commodity Rate | \$0.00/dth<br><input type="checkbox"/> Recourse Rate (Check if applicable)                    |

Seller's Wheeling Use \$0.035/dth and 0.1%

Recourse Rate (Check if applicable)

Shipper agrees to pay and/or provide Fuel and Lost and Unaccounted for Gas (a) in the amounts specified as "Seller's Wheeling Use" for the first sixty (60) months of the FWS Service Agreement (the "Initial Fuel/GLU Rate"); and (b) thereafter, the Initial Fuel/GLU Rate, except during periods in which Service Provider has received FERC approval to implement either (1) a fully reconciling tracker (*i.e.*, reconciling for either over- and under-collections) for the determination of its Fuel and Lost and Unaccounted for Gas charges, or (2) fixed rates for Fuel and Lost and Unaccounted for Gas which are based on Service Provider's actual requirements; provided, that neither Party shall have any right to recover any over- or under-collections that may result under the Initial Fuel/GLU Rate during any period in which the Initial Fuel/GLU Rate is in effect.

V. ADDITIONAL CHARGES

Customer shall be responsible for (1) all applicable governmental taxes set forth in the General Terms and Conditions of Service Provider's FERC Gas Tariff, (2) the Annual Charge Adjustment ("ACA") approved by FERC, and (3) any other additional authorized charges or surcharges applicable under the Tariff which Seller has implemented as a result of a requirement to implement a surcharge of general applicability imposed by FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge. Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm service from Seller under Rate Schedule FWS.

The rates specified above shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Wheeling Quantity.



## AMENDMENT TO FIRM WHEELING SERVICE AGREEMENT

This Amendment, dated this \_\_\_ day of October 2011, evidences the agreement of **Central New York Oil And Gas Company, LLC** (“Seller”) and **Anadarko Energy Services Company** (“Customer”) to amend that certain Firm Wheeling Service Agreement (the “FWSA”) between Seller and Customer providing for Firm Wheeling Service on the Stagecoach Storage Facility (the “Facility”) located in Tioga County, New York, and Bradford County, Pennsylvania.

### RECITALS

**WHEREAS**, Seller owns and operates the Facility;

**WHEREAS**, Customer and Seller have executed the FWSA pursuant to which Seller has contracted to provide Firm Wheeling Service for Customer;

**WHEREAS**, the Federal Energy Regulatory Commission (“FERC”) has issued a certificate of public convenience and necessity under section 7(c) of the Natural Gas Act in FERC Docket No. CP10-194-000 authorizing Seller to provide Firm Wheeling Service for Customer through the Facility;

**WHEREAS**, in an Order issued on September 29, 2011, *Central New York Oil And Natural Gas Company, LLC*, 136 FERC ¶ 61,224 at PP 8 & 10 (Sept. 29, 2011) (the “FERC Order”), a copy of which is attached as Exhibit A, the FERC rejected certain language in Section 3 of Article IV of the FWSA and ordered Seller to delete the rejected language;

**WHEREAS**, Customer and Seller desire to amend the FWSA to comply with the FERC Order.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound, Seller and Customer agree as follows:

**1. Effective Date.** This Amendment shall be effective as of the effective date of the FWSA.

**2. Amendment to FWSA.**

(a) Section 3 of Article IV of the FWSA is amended:

(1) by striking the phrase “or with terms and conditions materially more favorable to such other FWS customer than those otherwise set forth in this FWS

Agreement,” immediately following the phrase “at a Reservation rate less than Customer’s Reservation rate,”; and

(2) by striking the phrase “and/or to provide the more favorable terms and conditions of service, if any,” immediately following the phrase “to reduce Customer’s Reservation rate to equal such lower Reservation rate, if any,”.

(b) Except as expressly amended hereby, the terms and conditions of the FWSA shall remain in full force and effect.

**3. Entire Agreement; Amendment.** This Amendment constitutes the entire agreement and understanding between the Parties with respect to the matters covered by this Amendment, and supersedes all prior agreements and understandings with respect thereto, and may be amended, restated or supplemented only by written agreement of the Parties.

**4. Multiple Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, and with the intent to be legally bound, the Parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives to be effective as of the date specified herein.

**CENTRAL NEW YORK OIL AND GAS COMPANY, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ANADARKO ENERGY SERVICES COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

October 24, 2011

Anadarko Energy Services Company  
1201 Lake Robbins Drive  
The Woodlands, TX 77380  
Attn: Y J Bourgeois – Manager Transportation

Re: Revised North-South Project Scheduled In-Service Notice  
Interim Service Negotiated Rate Agreement

Y J:

By letter dated September 28, 2011, per Sections 3(b) and 7(c) of the North-South Precedent Agreement, CNYOG notified you that the North-South Project would be placed into service on October 30, 2011. Although we continue to expect the South Compressor Station (NS-2) to be placed into service on October 30, 2011, the North Compressor Station (NS-1) will not be placed into service until mid-November due to continued unavailability of high voltage electrical power at this location.

Under current operating conditions, NS-2 is capable of transporting all the FWS volumes (up to each Shipper's Maximum Daily Firm Wheeling Quantity ("MDFWQ")) north to Millennium or south to TGP. CNYOG anticipates net physical flows north over the next month and expects to be able to accommodate most of Shipper's segmentation rights *via* displacement to transport gas south to TGP.

Starting on November 1, 2011, or as soon thereafter as CNYOG has received authorization from the FERC to place (NS-2) into service and to commence providing Firm Wheeling Service, to the extent operationally feasible CNYOG proposes to transport FWS Shippers' volumes on a firm basis, up to each Shipper's MDFWQ. CNYOG proposes to charge a purely volumetric rate for this interim service equal to the 100% load-factor equivalent of the negotiated firm reservation rate under your FWS Agreement (*i.e.*, \$0.12 /dth), plus fuel of \$0.035 /dth and 0.1% lost and unaccounted for gas as provided in your FWSA.

To the extent operationally feasible, CNYOG will provide full segmentation rights, as provided in your FWSA, to this interim service. This interim service will remain in effect until CNYOG receives authorization from the FERC to place NS-1 into service; thereafter, full FWS will commence following satisfaction by CNYOG of the notification requirements of your Precedent Agreement and the terms of your FWSA.

When countersigned by you, this Letter Agreement shall constitute an amendment to the terms of your Negotiated Rate Agreement with CNYOG for FWS.

We apologize for this delay and hope to resolve the situation as soon as possible. We have been informed by the electric provider that it expects to receive and install the control equipment necessary to commission and energize the high voltage power within the next few weeks.

We value Anadarko's business and its commitment to this project. If you have any questions, please give me call at (720) 279 - 6344.

Ron E. Happach

Vice President, Commercial Operations  
Central New York Oil And Gas Company, LLC  
Two Brush Creek Boulevard, Suite 200  
Kansas City, Missouri 64112

**AGREED TO AND ACCEPTED:**

**ANADARKO ENERGY SERVICES COMPANY**

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

## AMENDMENT NO. 2 TO FWS SERVICE AGREEMENT

Stagecoach Pipeline & Storage Company LLC (f/k/a Central New York Oil & Gas Company, LLC) ("**Stagecoach**") and Alta Energy Marketing LLC ("**Alta**"), as successor-in-interest to Anadarko Energy Services Company ("**Anadarko**"), are parties to that certain FWS Service Agreement #AESC-SC000362FWS, dated September 20, 2011 ("**Agreement**"), which was subsequently amended in October 2011 ("**Amendment No. 1**"). For purposes of this Amendment No. 2, Stagecoach and Alta may be referred to collectively as the "**Parties**" or individually as a "**Party**."

**WHEREAS**, there exists the above-referenced Agreement, as previously amended by Amendment No. 1, for the provision of Firm Wheeling Service pursuant to Rate Schedule FWS of Stagecoach's FERC Gas Tariff;

**WHEREAS**, pursuant to that certain Consent to Assignment and Release Agreement, dated March 1, 2017, between Stagecoach, Alta, and Anadarko, the Agreement was assigned from Anadarko to Alta effective as of July 1, 2017;

**WHEREAS**, the Parties now wish to amend the Agreement to (i) replace all references to Anadarko in the Agreement with appropriate references to Alta; and (ii) update the contract number of the Agreement;

**NOW THEREFORE**, in consideration of the mutual benefits to be obtained herefrom, the rights and duties assessed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Effective as of July 1, 2017, throughout the Agreement, as amended by and including Amendment No. 1:
  - a. All long-form references to "Anadarko Energy Services Company" shall be deleted and replaced with references to "Alta Energy Marketing LLC"; and
  - b. All short-form references to "Anadarko" or "AES" or any other comparable short-form references to Anadarko Energy Services Company shall be deleted and replaced with references to "Alta".
2. Effective as of July 1, 2017, throughout the Agreement, as amended by and including Amendment No. 1, all references to a contract number for the Agreement, specifically including #AESC-SC000362FWS and any other comparable numbering conventions, shall be deleted and replaced with #ALTA-SC000362FWS.
3. This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original and together which shall constitute one and the same agreement.
4. Except as modified herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties signify their agreement by signature below.

**AGREED AND ACCEPTED:**

**ALTA ENERGY MARKETING LLC**

**STAGECOACH PIPELINE &  
STORAGE COMPANY LLC**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## 8.7 ALTA ENERGY MARKETING LLC MARC I FTS SERVICE AGREEMENT

THIS AGREEMENT entered into as of the \_\_\_\_ day of December 2011, by and between Central New York Oil And Gas Company, L.L.C, a New York limited liability company, hereinafter referred to as "Seller," and Anadarko Energy Services Company, hereinafter referred to as "Customer."

### W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities ("MARC I FTS") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

### ARTICLE I TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities or Seller's ability to meet all higher priority obligations.

### ARTICLE II POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the

Point of Receipt to the Point of Delivery.

3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term of ten (10) years, commencing on the In-Service Date, which shall be the first day of the month following Seller's notification, with at least thirty (30) days prior notice, that Seller's MARC I Facilities required to provide Firm Transportation Service are completed and in service; provided, absent the written consent of Customer, the Primary Term shall not commence prior to July 1, 2012.
2. Seller shall provide Customer with notice no more than sixteen (16) months and no less than fourteen (14) months prior to the expiration of the Primary Term and each rollover period (the "Expiration Notice"). Customer shall have a one-time unilateral right, exercisable by notice to Seller at any time not less than twelve (12) months before the end of the Primary Term, to extend the term of this Agreement, including the rates assessed hereunder, with respect to all or any portion of the MDFTQ, for an initial rollover period of five (5) years commencing on the first day immediately following the expiration of the Primary Term. Provided Customer has extended this Agreement pursuant to said rollover right, this Agreement shall thereafter remain in effect for additional five (5) year periods, which shall commence on the first day immediately following the expiration of the preceding five (5) year period, at the lower of Customer's negotiated rate in effect during the Primary Term or at a negotiated rate equal to the recourse rate in effect on the first day of such period. Customer may terminate this Agreement by giving notice to Seller at any time not less than twelve (12) months before the end of the rollover period then in effect. Customer's time period for (a) extending the term of this Agreement at the end of the Primary Term, or (b) terminating this Agreement at the end of any rollover period, shall be extended, on a day-for-day basis, if Seller fails to provide the Expiration Notice on a timely basis.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule MARC I FTS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:



- (a) Rates and Charges
- (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule MARC IFTS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:

Customer agrees to pay and/or provide fuel, lost and unaccounted for gas, and electric power charges ("Seller's Transportation Use")

(1) in the amounts specified in Exhibit A hereto for the first sixty (60) months of the Primary Term (the "Initial Transportation Use Rate"); and

(2) thereafter, the Initial Transportation Use Rate, except during periods in which Seller has received FERC approval to implement either -

(A) a fully reconciling tracker (*i.e.*, reconciling for both over- and under-collections) for the determination of Seller's Transportation Use, or

(B) fixed rates for Seller's Transportation Use which are based on Seller's actual requirements, as determined based on Seller's actual or projected experience, for a period commencing no earlier than after the first forty-eight (48) months of the Primary Term; provided, that neither Party shall have any right to recover any over- or under-collections that may result under the Initial Transportation Use Rate during any period in which the Initial Transportation Use Rate is in effect; provided, in the event that Seller installs incremental compression beyond the compression specified in the Certificate Application ("Incremental Compression"), then the rates for Seller's Transportation Use for any periods during the Primary Term in which the Initial Transportation Use Rate is no longer in effect shall not exceed 1.4 times the Initial Transportation Use Rate.

## ARTICLE V NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill

provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (*e.g.*, FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil And Gas Company, LLC  
Two Brush Creek Blvd., Suite 200  
Kansas City, MO 64112

Attention: Commercial Operations  
Facsimile: 402-619-5228

Customer: Anadarko Energy Services Company  
1201 Lake Robbins Dr.  
The Woodlands, TX 77380

Attn: Manager Transportation  
Facsimile: (832) 636-0388

#### ARTICLE VI INCORPORATION BY REFERENCE

The provisions of Rate Schedule MARC I FTS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule MARC I FTS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule MARC I FTS and the GT&C.

#### ARTICLE VII MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_: None
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N/A  
Released Contract No.: N/A

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

**Central New York Oil And Gas Company, L.L.C.**

By \_\_\_\_\_

Its \_\_\_\_\_

**Anadarko Energy Services Company**

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"

to

FT Service Agreement between

Central New York Oil And Gas Company, L.L.C. (Seller)

and

Anadarko Energy Services Company (Customer)

Dated December 27, 2011

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 151, 875 dth

II. POINT OF RECEIPT

ALL 151, 875 dth

Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage - South Lateral
- (c) Transco
- (d) Any Points of Receipt on the MARC I Hub Line between Transco and TGP

Customer has up to 151, 875 dth of Primary Receipt Point Capacity at each Point of Receipt.

III. POINT OF DELIVERY

ALL 151, 875 dth

Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage - South Lateral
- (c) Transco

Customer has up to 151, 875 dth of Primary Delivery Point Capacity at each Point of Delivery.

In addition, Customer has secondary point capacity rights to any Points of Delivery added to the MARC I Hub Line between Transco and TGP at the rates specified herein.

IV. RATES AND CHARGES

MARC I Monthly Firm Transportation Reservation Rate

Negotiated Rate: \$5.844/dth of MDFTQ per Month

MARC I Firm Transportation Commodity Rate

Negotiated Rate: \$0.00/dth

Issued on: June 7, 2017

Effective on:

MARC I Firm Transportation Overrun Commodity Rate	
Negotiated Rate:	\$0.192/dth
Seller's Transportation Use	
Negotiated Rate:	\$0.035/dth and 0.10%

The rates specified do not cover compression for any receipt of natural gas into the MARC I Hub Line other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule MARC I FTS  
Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with MARC I FTS.

The rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

1. If, prior to and up to five years after the In-Service Date of the MARC I Hub Line, Seller enters into an FTSA (excluding Interim FTS Service authorized under Seller's Tariff) with any other FTS shipper -

(a) for a Maximum Daily Firm Transportation Quantity ("MDFTQ") of Firm Transportation Service equal to or less than Customer's MDFTQ, or

(b) for a term equal to or less than the term of Customer's FTS Agreement,

at a Reservation rate less than Customer's Reservation rate, Seller shall notify Customer within five (5) Business Days, and, unless Customer notifies Seller within five (5) Business Days that Customer does not want to revise its rates or terms and conditions of service, then Seller will revise Customer's FTS Agreement to reduce Customer's Reservation rate to equal such lower Reservation rate effective as of the date of such FTS Agreement with such other FTS shipper.

Stagecoach Pipeline & Storage Company LLC  
FERC Gas Tariff  
Original Volume No. 1

Section 8.7  
Nonconforming Service Agreements  
Alta Energy Marketing LLC FTSA  
1.0.0

**This paragraph shall not apply to the first 100,000 Dth/Day of firm transportation capacity sold by Seller on the MARC I Hub Line.**

Issued on: June 7, 2017

Effective on:

## AMENDMENT NO. 1 TO MARC I FTS SERVICE AGREEMENT

Stagecoach Pipeline & Storage Company LLC (f/k/a Central New York Oil & Gas Company, LLC) (“**Stagecoach**”) and Alta Energy Marketing LLC (“**Alta**”), as successor-in-interest to Anadarko Energy Services Company (“**Anadarko**”), are parties to that certain MARC I FTS Service Agreement #FTS-AES-0002, dated December 27, 2011 (“**Agreement**”). For purposes of this Amendment No. 1, Stagecoach and Alta may be referred to collectively as the “**Parties**” or individually as a “**Party**.”

**WHEREAS**, there exists the above-referenced Agreement for the provision of Firm Transportation Service pursuant to Rate Schedule MARC I FTS of Stagecoach’s FERC Gas Tariff;

**WHEREAS**, pursuant to that certain Consent to Assignment and Release Agreement, dated March 1, 2017, between Stagecoach, Alta, and Anadarko, the Agreement was assigned from Anadarko to Alta effective as of July 1, 2017;

**WHEREAS**, the Parties now wish to amend the Agreement to (i) replace all references to Anadarko in the Agreement with appropriate references to Alta; and (ii) update the contract number of the Agreement;

**NOW THEREFORE**, in consideration of the mutual benefits to be obtained herefrom, the rights and duties assessed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Effective as of July 1, 2017, throughout the Agreement:
  - a. All long-form references to “Anadarko Energy Services Company” shall be deleted and replaced with references to “Alta Energy Marketing LLC”; and
  - b. All short-form references to “Anadarko” or “AES” or any other comparable short-form references to Anadarko Energy Services Company shall be deleted and replaced with references to “Alta”.
2. Effective as of July 1, 2017, throughout the Agreement, all references to a contract number for the Agreement, specifically including #FTS-AES-0002 and any other comparable numbering conventions, shall be deleted and replaced with #FTS-ALTA-0002.
3. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original and together which shall constitute one and the same agreement.
4. Except as modified herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties signify their agreement by signature below.

**AGREED AND ACCEPTED:**

**ALTA ENERGY MARKETING LLC**

**STAGECOACH PIPELINE &  
STORAGE COMPANY LLC**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



9.6 ALTA ENERGY MARKETING LLC FTS-2 SERVICE AGREEMENT

FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the \_\_\_\_ day of November 2014, by and between Central New York Oil And Gas Company, L.L.C., a New York limited liability company, hereinafter referred to as "Seller," and Anadarko Energy Services Company, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities and/or North South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has or anticipates having sufficient capacity available on Seller's MARC I Facilities and/or North/South Laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's

Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.

2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective for a Primary Term commencing on December 1, 2014, or on such other date when Seller shall notify Customer that any required facilities of Seller are complete and in service and any necessary authorizations have been obtained, and ending on October 31, 2019.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: [None]

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil And Gas Company, L.L.C.  
700 Louisiana Street, Suite 2550  
Houston, Texas 77002

Attention: Crestwood - Storage & Transportation

E-mail: Edmund.Knolle@crestwoodlp.com

Customer: Chris Barnett  
Commercial Marketing Advisor  
Anadarko Energy Services Company  
1200 Timberloch Place  
The Woodlands, Texas 77380

E-mail: Chris.Barnett@anadarko.com

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_: None
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N/A  
Released Contract No.: N/A

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Central New York Oil and Gas Company, L.L.C.

By \_\_\_\_\_

Its \_\_\_\_\_

Anadarko Energy Services Company

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"  
to  
Firm Transportation Service Agreement between  
Central New York Oil and Gas Company, L.L.C. (Seller)  
and  
Anadarko Energy Services Company (Customer)

Dated December 1, 2014

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY:

North/South Lateral 25,000 dth

II. PRIMARY POINT(S) OF RECEIPT

MARC I Pipeline/North-South Lateral Interconnect 25,000 dth

III. PRIMARY POINT(S) OF DELIVERY

Millennium Pipeline 25,000 dth

IV. RATES AND CHARGES

Seller's recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate ; Negotiated Rate

**n/a** Right of First Refusal is applicable to discounted or negotiated rate agreement.

Monthly FTS-2 Reservation Rate North/South Laterals	<u>\$3.65</u> /dth of MDFTQ
FTS-2 Commodity Rate North/South Lateral	<u>\$0.0016</u> /dth
FTS-2 Overrun Commodity Rate North/South Lateral	<u>\$0.1466</u> /dth

Seller's Transportation Use:

**Seller will bill Customer each Month for Seller's Use: (i) for electric power used in Seller's operations a rate of \$0.0438/dth of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of one-tenth of one percent (0.10%) of the Gas scheduled for service during the preceding Month.**

The rates specified herein apply at secondary points of receipt and delivery.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule FTS-2

Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

[None]

## AMENDMENT NO. 1 TO FTS-2 SERVICE AGREEMENT

Stagecoach Pipeline & Storage Company LLC (f/k/a Central New York Oil & Gas Company, LLC) ("**Stagecoach**") and Alta Energy Marketing LLC ("**Alta**"), as successor-in-interest to Anadarko Energy Services Company ("**Anadarko**"), are parties to that certain FTS-2 Service Agreement #FT2-AES-0001, dated November 26, 2014 ("**Agreement**"). For purposes of this Amendment No. 1, Stagecoach and Alta may be referred to collectively as the "**Parties**" or individually as a "**Party**."

**WHEREAS**, there exists the above-referenced Agreement for the provision of Firm Transportation Service pursuant to Rate Schedule FTS-2 of Stagecoach's FERC Gas Tariff;

**WHEREAS**, pursuant to that certain Consent to Assignment and Release Agreement, dated March 1, 2017, between Stagecoach, Alta, and Anadarko, the Agreement was assigned from Anadarko to Alta effective as of July 1, 2017;

**WHEREAS**, the Parties now wish to amend the Agreement to (i) replace all references to Anadarko in the Agreement with appropriate references to Alta; and (ii) update the contract number of the Agreement;

**NOW THEREFORE**, in consideration of the mutual benefits to be obtained herefrom, the rights and duties assessed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

5. Effective as of July 1, 2017, throughout the Agreement:
  - a. All long-form references to "Anadarko Energy Services Company" shall be deleted and replaced with references to "Alta Energy Marketing LLC"; and
  - b. All short-form references to "Anadarko" or "AES" or any other comparable short-form references to Anadarko Energy Services Company shall be deleted and replaced with references to "Alta".
6. Effective as of July 1, 2017, throughout the Agreement, all references to a contract number for the Agreement, specifically including #FT2-AES-0001 and any other comparable numbering conventions, shall be deleted and replaced with #FT2-ALTA-0001.
7. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original and together which shall constitute one and the same agreement.
8. Except as modified herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties signify their agreement by signature below.

**AGREED AND ACCEPTED:**

**ALTA ENERGY MARKETING LLC**

**STAGECOACH PIPELINE &  
STORAGE COMPANY LLC**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**REDLINED**

FERC GAS TARIFF  
ORIGINAL VOLUME NO. 1  
OF  
STAGECOACH PIPELINE & STORAGE COMPANY LLC

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4.0 CURRENTLY EFFECTIVE RATES

FIRM STORAGE SERVICE (FSS)\*

	RATE	UNITS
Capacity Reservation Rate (Monthly)	Market Based/ Negotiable	\$/dth of MSQ
North Lateral Reservation Rate (Monthly)	Market Based/ Negotiable	\$/dth of NLMDQ
South Lateral Reservation Rate (Monthly)	Market Based/ Negotiable	\$/dth of SLMDQ
Injection Rate (Commodity)	Market Based/ Negotiable	\$/dth
Overrun Injection Rate (Commodity)	Market Based/ Negotiable	\$/dth
Withdrawal Rate (Commodity)	Market Based/ Negotiable	\$/dth
Overrun Withdrawal Rate (Commodity)	Market Based/ Negotiable	\$/dth
North Lateral Overrun Rate (Commodity)	Market Based/ Negotiable	\$/dth
South Lateral Overrun Rate (Commodity)	Market Based/ Negotiable	\$/dth
Base Gas Rate	Market Based/ Negotiable	\$/dth of MSQ

\* All quantities of natural gas are measured in Dekatherms (dth)

INTERRUPTIBLE STORAGE SERVICE (ISS)\*

	RATE	UNITS
Interruptible Storage Rate (Commodity)	Market Based/ Negotiable	\$/dth-per day
North Lateral Charge (Commodity)	Market Based/ Negotiable	\$/dth
South Lateral Charge (Commodity)	Market Based/ Negotiable	\$/dth

FIRM WHEELING SERVICE (FWS)\*

	RATE	UNITS
Monthly Firm Wheeling Reservation Rate	Negotiable	\$/dth of MDFWQ
Recourse (Min./Max.)	\$0.00/\$4.410	\$/dth of MDFWQ
Firm Wheeling Commodity Rate	Negotiable	\$/dth
Recourse (Min./Max.)	\$0.0016/\$0.0016	\$/dth
Firm Wheeling Overrun Commodity Rate	Negotiable	\$/dth
Recourse (Min./Max.)	\$0.0017/\$0.1466	\$/dth

INTERRUPTIBLE WHEELING SERVICE (IWS)\*

	RATE	UNITS
Interruptible Wheeling Rate (Commodity)	Market Based/ Negotiable	\$/dth
Interruptible Wheeling Overrun Rate (Commodity)	Market Based/ Negotiable	\$/dth

INTERRUPTIBLE PARK AND LOAN SERVICE (PAL) \*

	RATE	UNITS
PAL Term Service (Reservation)	Market Based/ Negotiable	\$/dth of PAL MAQ
PAL Daily Service (Commodity)	Market Based/ Negotiable	\$/dth
PAL Overrun Rate (Commodity)	Market Based/ Negotiable	\$/dth
Injection Rate (Commodity)	Market Based/ Negotiable	\$/dth
Overrun Injection Rate (Commodity)	Market Based/ Negotiable	\$/dth
Withdrawal Rate (Commodity)	Market Based/ Negotiable	\$/dth
Overrun Withdrawal Rate (Commodity)	Market Based/ Negotiable	\$/dth

\* All quantities of natural gas are measured in Dekatherms (dth)

MARC I FIRM TRANSPORTATION SERVICE (MARC I FTS)*	RATE	UNITS
Monthly MARC I Firm Transportation Reservation Rate		
Recourse (Min./Max)	Negotiable \$0.00/\$7.8232	\$/dth of MDFTQ \$/dth of MDFTQ
MARC I Firm Transportation Commodity Rate		
Recourse (Min./Max)	Negotiable \$0.0001/\$0.0029	\$/dth \$/dth
MARC I Firm Transportation Overrun Commodity Rate		
Recourse (Min./Max)	Negotiable \$0.0001/\$0.2601	\$/dth \$/dth
MARC I INTERRUPTIBLE TRANSPORTATION SERVICE (MARC I ITS)*	RATE	UNITS
MARC I Interruptible Transportation Commodity Rate		
Recourse (Min./Max)	Negotiable \$0.0001/\$0.2601	\$/dth \$/dth
MARC I Interruptible Transportation Overrun Commodity Rate		
Recourse (Min./Max)	Negotiable \$0.0001/\$0.2601	\$/dth \$/dth

\* All quantities of natural gas are measured in Dekatherms (dth)

FIRM TRANSPORTATION SERVICE (FTS-2)

	RATE (Min./Max)	UNITS
Monthly FTS-2 Reservation Rate		
MARC I Facilities (only)	\$0.00/\$7.8232	\$/dth of MDFTQ
North/South Laterals (only)	\$0.00/\$4.4100	\$/dth of MDFTQ
MARC I & N/S Laterals	\$0.00/\$12.2332	\$/dth of MDFTQ
FTS-2 Commodity Rate		
MARC I Facilities (only)	\$0.0001/\$0.0029	\$/dth
North/South Laterals (only)	\$0.0016/\$0.0016	\$/dth
MARC I & N/S Laterals	\$0.0017/\$0.0045	\$/dth
FTS-2 Overrun Commodity Rate		
MARC I Facilities (only)	\$0.0001/\$0.2601	\$/dth
North/South Laterals (only)	\$0.0017/\$0.1466	\$/dth
MARC I & N/S Laterals	\$0.0018/\$0.4067	\$/dth

INTERRUPTIBLE TRANSPORTATION SERVICE (ITS-2)

	RATE (Min./Max)	UNITS
ITS-2 Commodity Rate		
MARC I Facilities (only)	\$0.0001/\$0.2601	\$/dth
North/South Laterals (only)	\$0.0016/\$0.1466	\$/dth
MARC I & N/S Laterals	\$0.0017/\$0.4067	\$/dth
ITS-2 Overrun Commodity Rate		
MARC I Facilities (only)	\$0.0001/\$0.2601	\$/dth
North/South Laterals (only)	\$0.0017/\$0.1466	\$/dth
MARC I & N/S Laterals	\$0.0018/\$0.4067	\$/dth



ELECTRIC POWER AND USE/LOSS - FSS, ISS and IWS

	RATE	UNITS
Seller's Injection or Wheeling Use	See Below	\$/dth and %

Seller will bill Customer each Month for Seller's Injection or Seller's Wheeling Use (i) for electric power used in Seller's operations at the rate of \$0.05 per Dekatherm of the gas scheduled for injection or wheeling on Customer's behalf during the preceding Month, and (ii) for Gas lost or unaccounted for in Seller's operations at the rate of one quarter of one percent (0.25%) of the Gas scheduled for injection or wheeling on Customer's behalf in the preceding Month.

POWER AND USE/LOSS, NORTH/SOUTH LATERALS - FWS, FTS-2 and ITS-2 (as applicable)

	<u>RATE</u>	<u>UNITS</u>
Seller's Transportation Use	See Below	\$/dth and %
Seller's Wheeling Use	See Below	\$/dth and %

Seller will bill Customer each Month for Seller's Transportation or Wheeling Use:

(i) for electric power used in Seller's operations under Rate Schedule FTS-2, FWS or ITS-2 at a rate of \$0.0438/dth of Gas scheduled for firm Transportation or Wheeling Service during the preceding Month; plus

(ii) for Gas lost or unaccounted for in Seller's operations under Rate Schedule FTS-2, FWS or ITS-2 at a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm Transportation or Wheeling Service on Customer's behalf during the preceding Month.

POWER AND USE/LOSS - INTERMEDIATE POINTS TO/FROM STAGECOACH HUB

There will be no Seller's Transportation or Wheeling Use assessed on transportation or wheeling from a point on the South Lateral (other than the TGP Interconnect) or a North Lateral (other than the Millennium Interconnect) to a paper point on the Stagecoach Storage Facility (the "Stagecoach Hub"). Customers nominating Gas from the Stagecoach Hub will be assessed a Seller's Injection Use for Gas scheduled for Injection or the applicable Seller's Transportation or Wheeling Use for Gas scheduled for transportation or wheeling to the TGP Interconnect or the Millennium Interconnect.

POWER AND USE/LOSS, MARC I FACILITIES - MARC I FTS and FTS-2 (as applicable)

	<u>RATE</u>	<u>UNITS</u>
Seller's Transportation Use	See Below	\$/dth and %

Seller will bill Customer each Month for Seller's Transportation Use:

(i) for electric power used in Seller's operations under Rate Schedule MARC I FTS or FTS-2 at a rate of \$0.0260/dth of Gas scheduled for firm Transportation Service on Customer's behalf during the preceding Month; plus

(ii) for Gas used in Seller's operations under Rate Schedule MARC I FTS or FTS-2 at a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for firm Transportation Service on Customer's behalf during the preceding Month; plus

(iii) for Gas lost or unaccounted for in Seller's operations under Rate Schedule MARC I FTS or FTS-2 at a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm Transportation Service on Customer's behalf during the preceding Month.

POWER AND USE/LOSS, MARC I FACILITIES - MARC I ITS and ITS-2 (as applicable)

	<u>RATE</u>	<u>UNITS</u>
Seller's Transportation Use	See Below	\$/dth and %

Seller will bill Customer each Month for Seller's Transportation Use:

(i) for electric power used in Seller's operations under Rate Schedules MARC I ITS or ITS-2 at the rate of \$0.0260/dth of Gas scheduled for interruptible Transportation Service on Customer's behalf during the preceding Month,

(ii) for Gas used in Seller's operations under Rate Schedules MARC I ITS or ITS-2 at a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for interruptible Transportation Service on Customer's behalf during the preceding Month; plus

(iii) for Gas lost or unaccounted for in Seller's operations under Rate Schedules MARC I ITS or ITS-2 at the rate of one-tenth of one percent (0.10%) of the Gas scheduled for interruptible Transportation Service on Customer's behalf during the preceding Month.

POWER AND USE/LOSS - INTERMEDIATE POINTS TO/FROM MARC I HUB

There will be no Seller's Transportation Use assessed on transportation from a MARC I Receipt Point to the paper pooling point on the MARC I Facilities (the "MARC I Hub"). Customers nominating Gas from the MARC I Hub will be assessed a Seller's Transportation Use for Gas scheduled for transportation to the South Lateral, to the TGP Interconnect or to the Transco Interconnect.

NEGOTIATED RATE SERVICE AGREEMENTS

<u>Customer</u>	<u>Contract No.</u>	<u>Type of Service</u>	<u>Contract Date</u>
Chief Oil & Gas LLC	FTS-COG-0001	MARC I FTS	November 1, 2014
Tug Hill Marcellus, LLC	FTS-THM-0001	MARC I FTS	November 1, 2014
Enerplus Resources (USA) Corporation	FTS-ERC-0001	MARC I FTS	November 1, 2014
Southwestern Energy Services Company	FT2-SWN-0001	FTS-2	December 1, 2014
Carrizo (Marcellus) LLC	FT2-CZO-0001	FTS-2	December 1, 2014
<del>Anadarko</del> <u>Alta</u> Energy <del>Services</del> <u>Marketing</u> <del>Company</del> <u>LLC</u>	FT2- <del>AES</del> <u>ALTA</u> -0001	FTS-2	December 1, 2014 <u>Amended</u> <u>7/1/2017</u>
Enerplus Resources (USA) Corporation	FT2-ERC-0001	FTS-2	October 15, 2015

Unless approved by the Commission and identified as a Non-Conforming Service Agreement in this Tariff, Negotiated rate service agreements entered into by STAGECOACH do not deviate in any material aspect from the form of service agreement in this Tariff.

NON-CONFORMING SERVICE AGREEMENTS

Customer	Contract No.	Type of Service	Contract Date
Cabot Oil & Gas Corporation	CAB_SC000354FWS	FWS	10/1/2011
Central Hudson Gas and Electric Corp.	CHUB_SC000356FWS	FWS	10/1/2011
Chesapeake Energy Marketing, Inc.	CHES_SC000358FWS	FWS	10/1/2011
Southwestern Energy Services Company	SWE_SC000360FWS	FWS	10/1/2011
<del>Anadarko</del> <u>Alta</u> Energy <del>Services</del> <u>Marketing</u> <del>Company</del> <u>LLC</u>	<del>AESC</del> <u>ALTA</u> _SC000362FWS	FWS	10/1/2011 Amended 10/18/2012 <u>7/1/2017</u>
MMGS, Inc.	MGS SC000354FWS	FWS	10/1/2011
<del>Anadarko</del> <u>Alta</u> Energy <del>Services</del> <u>Marketing</u> <del>Company</del> <u>LLC</u>	FTS- <del>AES</del> <u>ALTA</u> -0002	FTS	12/27/2011 <u>Amended</u> <u>7/1/2017</u>
Chesapeake Energy Marketing, Inc.	FTS-CHK-0004	FTS	11/01/2014
MMGS Inc.	FTS-MIT-0005	FTS	12/30/2011 Amended 10/17/2012
Statoil Natural Gas LLC	FTS-STA-0003	FTS	12/29/2011 Amended 10/19/2012

\* All quantities of natural gas are measured in Dekatherms (dth).

8.5 ~~ANADARKO~~ ALTA ENERGY ~~SERVICES COMPANY~~ MARKETING LLC FWS  
SERVICE AGREEMENT

THIS AGREEMENT entered into as of the \_\_\_ day of \_\_\_\_\_ 2011, by and between Central New York Oil And Gas Company, LLC, a New York limited liability company, hereinafter referred to as “Seller,” and Anadarko Energy Services Company, hereinafter referred to as “Customer.”

WITNESSETH

WHEREAS, Customer has requested Seller to provide Firm Wheeling Service (“FWS”) on Customer’s behalf; and

WHEREAS, Seller has sufficient capacity available to provide Firm Wheeling Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I

WHEELING SERVICE

1. Seller’s service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission (“Commission”), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer’s Maximum Daily Firm Wheeling Quantity (“MDFWQ”), plus Seller’s Wheeling Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Wheeling Service for daily quantities in excess of the Customer’s Maximum Daily Firm Wheeling Quantity if Seller can do so without adverse effect on Seller’s operations or Seller’s ability to meet all higher priority obligations.

ARTICLE II

POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller’s Wheeling Fuel and Lost and Unaccounted for Gas quantity, as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer’s Maximum Daily Firm Wheeling Quantity, plus Seller’s applicable Wheeling Fuel and Lost and Unaccounted for Gas quantity.

2. Seller shall wheel Customer's nominated quantity of Gas on a firm basis from the Point of Receipt to the Point of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

### ARTICLE III

#### TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a primary term of sixty (60) months (the "Primary Term"), commencing on the first day of the first month following completion of construction of the facilities and at least thirty (30) days written notice from Seller to Customer of the scheduled in-service date of the facilities of Seller required to provide FWS, or if commencement of FWS is delayed beyond such scheduled in-service date, from the first day of the first calendar month thereafter following at least seven (7) days written notice from Seller to Customer that the facilities of Seller required to provide FWS are completed and in service.
2. Customer shall have the one-time unilateral right, exercisable by written notice to Seller at any time not less than twelve (12) months before the end of the Primary Term, to extend the term of this Agreement, including the rates assessed in this Agreement, with respect to all or any portion of Customer's MDFWQ for a period of not less than one (1) year and not more than sixty (60) months which shall begin on the first day immediately following the expiration of the Primary Term.

### ARTICLE IV

#### RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FWS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other

appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FWS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

3. Further Agreement:

In consideration of Customer's reservation of capacity supporting the Firm Wheeling Facilities, Seller agrees that if, prior to and up to five (5) years after the In-Service Date of the Firm Wheeling Facilities, Seller enters into an FWS Agreement (excluding interim FWS service authorized under Seller's Tariff) with any other FWS customer –

- (a) for an MDFWQ of Firm Wheeling Service equal to or less than the MDFWQ of this FWS Agreement, or
- (b) for a term equal to or less than the term of this FWS Agreement, at a Reservation rate less than Customer's Reservation rate, or with terms and conditions materially more favorable to such other FWS customer than those otherwise set forth in this FWS Agreement, Seller shall notify Customer in writing within five (5) Business Days. Unless Customer notifies Seller in writing within five (5) Business Days that Customer does not want to revise its rates or terms and conditions of service, then Seller will revise this FWS Agreement to reduce Customer's Reservation rate to equal such lower Reservation rate, if any, and/or to provide the more favorable terms and conditions of service, if any, effective as of the date of such FWS Agreement with such other FWS customer.

ARTICLE V

NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil And Gas Company, LLC  
Two Brush Creek Blvd., Suite 200  
Kansas City, MO 64112

Attention: Commercial Operations  
Facsimile: (913) 319 - 8082

Customer: Anadarko Petroleum Corporation  
1201 Lake Robbins Dr.  
The Woodlands, TX 77380

Attn: Manager Transportation  
Facsimile: (832) 636-0388

#### ARTICLE VI

#### INCORPORATION BY REFERENCE

The provisions of Rate Schedule FWS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rates Schedule FWS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FWS and the GT&C.

#### ARTICLE VII

#### MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_: None
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N.A.  
Released Contract No.: N.A.
3. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR IN SELLER'S FERC GAS TARIFF (OTHER THAN SECTION 16.7 OF THE GENERAL TERMS AND CONDITIONS THEREOF PERTAINING TO REMEDIES FOR FAILURE TO COMPLY WITH AN OFO) AND SECTIONS 9 AND 11 OF THE FWS RATE SCHEDULE (PERTAINING TO SCHEDULING AND IMBALANCE PENALTIES), NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES FOR MATTERS ARISING OUT OF OR IN CONNECTION WITH SERVICE UNDER THE FWS RATE SCHEDULE.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

**Central New York Oil And Gas Company, LLC**

By \_\_\_\_\_

Its \_\_\_\_\_

**Anadarko Energy Services Company, LLC**

(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"

to

FWS Agreement between  
Central New York Oil And Gas Company, LLC (Seller)  
and

Anadarko Energy Services Company, LLC (Customer)

Dated \_\_\_\_\_, 2011

- I. MAXIMUM DAILY FIRM WHEELING QUANTITY: 50,625 Dth
- II. PRIMARY POINT OF RECEIPT  
ALL 50,625 Dth  
Includes:  
(a) Tennessee Gas Pipeline,  
(b) Stagecoach Gas Storage,  
(c) CNYOG's MARC I Hub Line (Proposed),  
(d) Millennium Pipeline,  
(e) the Angelina Gathering Company's Receipt Point on the South Lateral, and  
(f) any other receipt point on the North or South Lateral  
Customer has up to 50,625 Dth of Primary Receipt Point Capacity at each Point of Receipt.
- III. PRIMARY POINT OF DELIVERY  
ALL 50,625 Dth  
Includes:  
(a) Tennessee Gas Pipeline,  
(b) Stagecoach Gas Storage,  
(c) CNYOG's MARC I Hub Line (Proposed),  
(d) Millennium Pipeline, and  
(e) any other delivery point on the North or South Lateral  
Customer has up to 50,625 Dth of Primary Delivery Point Capacity at each Point of Delivery.
- IV. RATES AND CHARGES
- |                                      |   |
|--------------------------------------|---|
| Firm Wheeling Reservation Rate       | \$3.65/dth of MDFWQ per Month<br><input type="checkbox"/> Recourse Rate (Check if applicable) |
| Firm Wheeling Commodity Rate         | \$0.00/dth<br><input type="checkbox"/> Recourse Rate (Check if applicable)                    |
| Firm Wheeling Overrun Commodity Rate | \$0.00/dth<br><input type="checkbox"/> Recourse Rate (Check if applicable)                    |

Seller's Wheeling Use

\$0.035/dth and 0.1%

Recourse Rate (Check if applicable)

Shipper agrees to pay and/or provide Fuel and Lost and Unaccounted for Gas (a) in the amounts specified as "Seller's Wheeling Use" for the first sixty (60) months of the FWS Service Agreement (the "Initial Fuel/GLU Rate"); and (b) thereafter, the Initial Fuel/GLU Rate, except during periods in which Service Provider has received FERC approval to implement either (1) a fully reconciling tracker (*i.e.*, reconciling for either over- and under-collections) for the determination of its Fuel and Lost and Unaccounted for Gas charges, or (2) fixed rates for Fuel and Lost and Unaccounted for Gas which are based on Service Provider's actual requirements; provided, that neither Party shall have any right to recover any over- or under-collections that may result under the Initial Fuel/GLU Rate during any period in which the Initial Fuel/GLU Rate is in effect.

#### V. ADDITIONAL CHARGES

Customer shall be responsible for (1) all applicable governmental taxes set forth in the General Terms and Conditions of Service Provider's FERC Gas Tariff, (2) the Annual Charge Adjustment ("ACA") approved by FERC, and (3) any other additional authorized charges or surcharges applicable under the Tariff which Seller has implemented as a result of a requirement to implement a surcharge of general applicability imposed by FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge. Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm service from Seller under Rate Schedule FWS.

The rates specified above shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Wheeling Quantity.

## **AMENDMENT TO FIRM WHEELING SERVICE AGREEMENT**

This Amendment, dated this \_\_\_ day of October 2011, evidences the agreement of **Central New York Oil And Gas Company, LLC** (“Seller”) and **Anadarko Energy Services Company** (“Customer”) to amend that certain Firm Wheeling Service Agreement (the “FWSA”) between Seller and Customer providing for Firm Wheeling Service on the Stagecoach Storage Facility (the “Facility”) located in Tioga County, New York, and Bradford County, Pennsylvania.

### **RECITALS**

**WHEREAS**, Seller owns and operates the Facility;

**WHEREAS**, Customer and Seller have executed the FWSA pursuant to which Seller has contracted to provide Firm Wheeling Service for Customer;

**WHEREAS**, the Federal Energy Regulatory Commission (“FERC”) has issued a certificate of public convenience and necessity under section 7(c) of the Natural Gas Act in FERC Docket No. CP10-194-000 authorizing Seller to provide Firm Wheeling Service for Customer through the Facility;

**WHEREAS**, in an Order issued on September 29, 2011, *Central New York Oil And Natural Gas Company, LLC*, 136 FERC ¶ 61,224 at PP 8 & 10 (Sept. 29, 2011) (the “FERC Order”), a copy of which is attached as Exhibit A, the FERC rejected certain language in Section 3 of Article IV of the FWSA and ordered Seller to delete the rejected language;

**WHEREAS**, Customer and Seller desire to amend the FWSA to comply with the FERC Order.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound, Seller and Customer agree as follows:

**1. Effective Date.** This Amendment shall be effective as of the effective date of the FWSA.

**2. Amendment to FWSA.**

(a) Section 3 of Article IV of the FWSA is amended:

(1) by striking the phrase “or with terms and conditions materially more favorable to such other FWS customer than those otherwise set forth in this FWS Agreement,” immediately following the phrase “at a Reservation rate less than Customer’s

Reservation rate,”; and

(2) by striking the phrase “and/or to provide the more favorable terms and conditions of service, if any,” immediately following the phrase “to reduce Customer’s Reservation rate to equal such lower Reservation rate, if any,”.

(b) Except as expressly amended hereby, the terms and conditions of the FWSA shall remain in full force and effect.

**3. Entire Agreement; Amendment.** This Amendment constitutes the entire agreement and understanding between the Parties with respect to the matters covered by this Amendment, and supersedes all prior agreements and understandings with respect thereto, and may be amended, restated or supplemented only by written agreement of the Parties.

**4. Multiple Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, and with the intent to be legally bound, the Parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives to be effective as of the date specified herein.

**CENTRAL NEW YORK OIL AND GAS COMPANY, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ANADARKO ENERGY SERVICES COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

October 24, 2011

Anadarko Energy Services Company  
1201 Lake Robbins Drive  
The Woodlands, TX 77380  
Attn: Y J Bourgeois – Manager Transportation

Re: Revised North-South Project Scheduled In-Service Notice  
Interim Service Negotiated Rate Agreement

Y J:

By letter dated September 28, 2011, per Sections 3(b) and 7(c) of the North-South Precedent Agreement, CNYOG notified you that the North-South Project would be placed into service on October 30, 2011. Although we continue to expect the South Compressor Station (NS-2) to be placed into service on October 30, 2011, the North Compressor Station (NS-1) will not be placed into service until mid-November due to continued unavailability of high voltage electrical power at this location.

Under current operating conditions, NS-2 is capable of transporting all the FWS volumes (up to each Shipper's Maximum Daily Firm Wheeling Quantity ("MDFWQ")) north to Millennium or south to TGP. CNYOG anticipates net physical flows north over the next month and expects to be able to accommodate most of Shipper's segmentation rights *via* displacement to transport gas south to TGP.

Starting on November 1, 2011, or as soon thereafter as CNYOG has received authorization from the FERC to place (NS-2) into service and to commence providing Firm Wheeling Service, to the extent operationally feasible CNYOG proposes to transport FWS Shippers' volumes on a firm basis, up to each Shipper's MDFWQ. CNYOG proposes to charge a purely volumetric rate for this interim service equal to the 100% load-factor equivalent of the negotiated firm reservation rate under your FWS Agreement (*i.e.*, \$0.12 /dth), plus fuel of \$0.035 /dth and 0.1% lost and unaccounted for gas as provided in your FWSA.

To the extent operationally feasible, CNYOG will provide full segmentation rights, as provided in your FWSA, to this interim service. This interim service will remain in effect until CNYOG receives authorization from the FERC to place NS-1 into service; thereafter, full FWS will commence following satisfaction by CNYOG of the notification requirements of your Precedent Agreement and the terms of your FWSA.

When countersigned by you, this Letter Agreement shall constitute an amendment to the terms of your Negotiated Rate Agreement with CNYOG for FWS.

We apologize for this delay and hope to resolve the situation as soon as possible. We have been informed by the electric provider that it expects to receive and install the control equipment necessary to commission and energize the high voltage power within the next few weeks.

We value Anadarko's business and its commitment to this project. If you have any questions, please give me call at (720) 279 - 6344.

Ron E. Happach

Vice President, Commercial Operations  
Central New York Oil And Gas Company, LLC  
Two Brush Creek Boulevard, Suite 200  
Kansas City, Missouri 64112

**AGREED TO AND ACCEPTED:**

**ANADARKO ENERGY SERVICES COMPANY**

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

## AMENDMENT NO. 2 TO FWS SERVICE AGREEMENT

Stagecoach Pipeline & Storage Company LLC (f/k/a Central New York Oil & Gas Company, LLC) (“Stagecoach”) and Alta Energy Marketing LLC (“Alta”), as successor-in-interest to Anadarko Energy Services Company (“Anadarko”), are parties to that certain FWS Service Agreement #AESC-SC000362FWS, dated September 20, 2011 (“Agreement”), which was subsequently amended in October 2011 (“Amendment No. 1”). For purposes of this Amendment No. 2, Stagecoach and Alta may be referred to collectively as the “Parties” or individually as a “Party.”

WHEREAS, there exists the above-referenced Agreement, as previously amended by Amendment No. 1, for the provision of Firm Wheeling Service pursuant to Rate Schedule FWS of Stagecoach’s FERC Gas Tariff;

WHEREAS, pursuant to that certain Consent to Assignment and Release Agreement, dated March 1, 2017, between Stagecoach, Alta, and Anadarko, the Agreement was assigned from Anadarko to Alta effective as of July 1, 2017;

WHEREAS, the Parties now wish to amend the Agreement to (i) replace all references to Anadarko in the Agreement with appropriate references to Alta; and (ii) update the contract number of the Agreement;

NOW THEREFORE, in consideration of the mutual benefits to be obtained herefrom, the rights and duties assessed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Effective as of July 1, 2017, throughout the Agreement, as amended by and including Amendment No. 1:
  - a. All long-form references to “Anadarko Energy Services Company” shall be deleted and replaced with references to “Alta Energy Marketing LLC”; and
  - b. All short-form references to “Anadarko” or “AES” or any other comparable short-form references to Anadarko Energy Services Company shall be deleted and replaced with references to “Alta”.
2. Effective as of July 1, 2017, throughout the Agreement, as amended by and including Amendment No. 1, all references to a contract number for the Agreement, specifically including #AESC-SC000362FWS and any other comparable numbering conventions, shall be deleted and replaced with #ALTA-SC000362FWS.
3. This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original and together which shall constitute one and the same agreement.
4. Except as modified herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.



**IN WITNESS WHEREOF, the parties signify their agreement by signature below.**

**AGREED AND ACCEPTED:**

**ALTA ENERGY MARKETING LLC**

**STAGECOACH PIPELINE &  
STORAGE COMPANY LLC**

**By:**

**By:**

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**

8.7 ~~ANADARKO~~ ALTA ENERGY ~~SERVICES~~ MARKETING LLC MARC I FTS SERVICE  
AGREEMENT

THIS AGREEMENT entered into as of the \_\_\_\_ day of December 2011, by and between Central New York Oil And Gas Company, L.L.C, a New York limited liability company, hereinafter referred to as "Seller," and Anadarko Energy Services Company, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities ("MARC I FTS") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities or Seller's ability to meet all higher priority obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.

2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point of Receipt to the Point of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

### ARTICLE III TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term of ten (10) years, commencing on the In-Service Date, which shall be the first day of the month following Seller's notification, with at least thirty (30) days prior notice, that Seller's MARC I Facilities required to provide Firm Transportation Service are completed and in service; provided, absent the written consent of Customer, the Primary Term shall not commence prior to July 1, 2012.
2. Seller shall provide Customer with notice no more than sixteen (16) months and no less than fourteen (14) months prior to the expiration of the Primary Term and each rollover period (the "Expiration Notice"). Customer shall have a one-time unilateral right, exercisable by notice to Seller at any time not less than twelve (12) months before the end of the Primary Term, to extend the term of this Agreement, including the rates assessed hereunder, with respect to all or any portion of the MDFTQ, for an initial rollover period of five (5) years commencing on the first day immediately following the expiration of the Primary Term. Provided Customer has extended this Agreement pursuant to said rollover right, this Agreement shall thereafter remain in effect for additional five (5) year periods, which shall commence on the first day immediately following the expiration of the preceding five (5) year period, at the lower of Customer's negotiated rate in effect during the Primary Term or at a negotiated rate equal to the recourse rate in effect on the first day of such period. Customer may terminate this Agreement by giving notice to Seller at any time not less than twelve (12) months before the end of the rollover period then in effect. Customer's time period for (a) extending the term of this Agreement at the end of the Primary Term, or (b) terminating this Agreement at the end of any rollover period, shall be extended, on a day-for-day basis, if Seller fails to provide the Expiration Notice on a timely basis.

### ARTICLE IV RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule MARC I FTS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable

information as follows, which shall be utilized for transactions hereunder:

- (a) Rates and Charges
- (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule MARC IFTS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:

Customer agrees to pay and/or provide fuel, lost and unaccounted for gas, and electric power charges ("Seller's Transportation Use")

- (1) in the amounts specified in Exhibit A hereto for the first sixty (60) months of the Primary Term (the "Initial Transportation Use Rate"); and
- (2) thereafter, the Initial Transportation Use Rate, except during periods in which Seller has received FERC approval to implement either -
  - (A) a fully reconciling tracker (*i.e.*, reconciling for both over- and under-collections) for the determination of Seller's Transportation Use, or
  - (B) fixed rates for Seller's Transportation Use which are based on Seller's actual requirements, as determined based on Seller's actual or projected experience, for a period commencing no earlier than after the first forty-eight (48) months of the Primary Term; provided, that neither Party shall have any right to recover any over- or under-collections that may result under the Initial Transportation Use Rate during any period in which the Initial Transportation Use Rate is in effect; provided, in the event that Seller installs incremental compression beyond the compression specified in the Certificate Application ("Incremental Compression"), then the rates for Seller's Transportation Use for any periods during the Primary Term in which the Initial Transportation Use Rate is no longer in effect shall not exceed 1.4 times the Initial Transportation Use Rate.

## ARTICLE V NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill

provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil And Gas Company, LLC  
Two Brush Creek Blvd., Suite 200  
Kansas City, MO 64112

Attention: Commercial Operations  
Facsimile: 402-619-5228

Customer: Anadarko Energy Services Company  
1201 Lake Robbins Dr.  
The Woodlands, TX 77380

Attn: Manager Transportation  
Facsimile: (832) 636-0388

#### ARTICLE VI INCORPORATION BY REFERENCE

The provisions of Rate Schedule MARC I FTS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule MARC I FTS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule MARC I FTS and the GT&C.

#### ARTICLE VII MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_: None
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N/A  
Released Contract No.: N/A

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

**Central New York Oil And Gas Company, L.L.C.**

By \_\_\_\_\_

Its \_\_\_\_\_

**Anadarko Energy Services Company**

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"

to

FT Service Agreement between

Central New York Oil And Gas Company, L.L.C. (Seller)

and

Anadarko Energy Services Company (Customer)

Dated December 27, 2011

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 151, 875 dth

II. POINT OF RECEIPT

ALL 151, 875 dth

Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage - South Lateral
- (c) Transco
- (d) Any Points of Receipt on the MARC I Hub Line between Transco and TGP

Customer has up to 151, 875 dth of Primary Receipt Point Capacity at each Point of Receipt.

III. POINT OF DELIVERY

ALL 151, 875 dth

Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage - South Lateral
- (c) Transco

Customer has up to 151, 875 dth of Primary Delivery Point Capacity at each Point of Delivery.

In addition, Customer has secondary point capacity rights to any Points of Delivery added to the MARC I Hub Line between Transco and TGP at the rates specified herein.

IV. RATES AND CHARGES

MARC I Monthly Firm Transportation Reservation Rate

Negotiated Rate: \$5.844/dth of MDFTQ per Month

MARC I Firm Transportation Commodity Rate

Negotiated Rate: \$0.00/dth

Issued on: ~~October 29, 2015~~ June 7, 2017

Effective on: ~~October 29, 2015~~

MARC I Firm Transportation Overrun Commodity Rate	
Negotiated Rate:	\$0.192/dth
Seller's Transportation Use	
Negotiated Rate:	\$0.035/dth and 0.10%

The rates specified do not cover compression for any receipt of natural gas into the MARC I Hub Line other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule MARC I FTS  
Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with MARC I FTS.

The rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

1. If, prior to and up to five years after the In-Service Date of the MARC I Hub Line, Seller enters into an FTSA (excluding Interim FTS Service authorized under Seller's Tariff) with any other FTS shipper -

(a) for a Maximum Daily Firm Transportation Quantity ("MDFTQ") of Firm Transportation Service equal to or less than Customer's MDFTQ, or

(b) for a term equal to or less than the term of Customer's FTS Agreement,

at a Reservation rate less than Customer's Reservation rate, Seller shall notify Customer within five (5) Business Days, and, unless Customer notifies Seller within five (5) Business Days that Customer does not want to revise its rates or terms and conditions of service, then Seller will revise Customer's FTS Agreement to reduce Customer's Reservation rate to equal such lower Reservation rate effective as of the date of such FTS Agreement with such other FTS shipper. This



Stagecoach Pipeline & Storage Company LLC

Section 8.7

FERC Gas Tariff

Nonconforming Service Agreements

Original Volume No. 1

~~Anadarko~~ Alta

Energy ~~Services~~

Marketing LLC FTSA

~~0.0.0~~ 1.0.0

paragraph shall not apply to the first 100,000 Dth/Day of firm transportation capacity sold by Seller on the MARC I Hub Line.

Issued on: ~~October 29, 2015~~ June 7, 2017

Effective on: ~~October 29, 2015~~

**AMENDMENT NO. 1 TO MARC I FTS SERVICE AGREEMENT**

**Stagecoach Pipeline & Storage Company LLC (f/k/a Central New York Oil & Gas Company, LLC) (“Stagecoach”) and Alta Energy Marketing LLC (“Alta”), as successor-in-interest to Anadarko Energy Services Company (“Anadarko”), are parties to that certain MARC I FTS Service Agreement #FTS-AES-0002, dated December 27, 2011 (“Agreement”). For purposes of this Amendment No. 1, Stagecoach and Alta may be referred to collectively as the “Parties” or individually as a “Party.”**

**WHEREAS, there exists the above-referenced Agreement for the provision of Firm Transportation Service pursuant to Rate Schedule MARC I FTS of Stagecoach’s FERC Gas Tariff;**

**WHEREAS, pursuant to that certain Consent to Assignment and Release Agreement, dated March 1, 2017, between Stagecoach, Alta, and Anadarko, the Agreement was assigned from Anadarko to Alta effective as of July 1, 2017;**

**WHEREAS, the Parties now wish to amend the Agreement to (i) replace all references to Anadarko in the Agreement with appropriate references to Alta; and (ii) update the contract number of the Agreement;**

**NOW THEREFORE, in consideration of the mutual benefits to be obtained herefrom, the rights and duties assessed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:**

- 1. Effective as of July 1, 2017, throughout the Agreement:**
  - a. All long-form references to “Anadarko Energy Services Company” shall be deleted and replaced with references to “Alta Energy Marketing LLC”; and**
  - b. All short-form references to “Anadarko” or “AES” or any other comparable short-form references to Anadarko Energy Services Company shall be deleted and replaced with references to “Alta”.**
- 2. Effective as of July 1, 2017, throughout the Agreement, all references to a contract number for the Agreement, specifically including #FTS-AES-0002 and any other comparable numbering conventions, shall be deleted and replaced with #FTS-ALTA-0002.**
- 3. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original and together which shall constitute one and the same agreement.**
- 4. Except as modified herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.**

**IN WITNESS WHEREOF, the parties signify their agreement by signature below.**

**AGREED AND ACCEPTED:**

**ALTA ENERGY MARKETING LLC**

**STAGECOACH PIPELINE &  
STORAGE COMPANY LLC**

**By:**

**By:**

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**

9.6 ~~ANADARKO~~ ALTA ENERGY ~~SERVICES COMPANY~~ MARKETING LLC FTS-2 SERVICE AGREEMENT

FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the \_\_\_\_ day of November 2014, by and between Central New York Oil And Gas Company, L.L.C., a New York limited liability company, hereinafter referred to as "Seller," and Anadarko Energy Services Company, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities and/or North South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has or anticipates having sufficient capacity available on Seller's MARC I Facilities and/or North/South Laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer

at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.

2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective for a Primary Term commencing on December 1, 2014, or on such other date when Seller shall notify Customer that any required facilities of Seller are complete and in service and any necessary authorizations have been obtained, and ending on October 31, 2019.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: [None]

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil And Gas Company, L.L.C.  
700 Louisiana Street, Suite 2550  
Houston, Texas 77002

Attention: Crestwood - Storage & Transportation

E-mail: Edmund.Knolle@crestwoodlp.com

Customer: Chris Barnett  
Commercial Marketing Advisor  
Anadarko Energy Services Company  
1200 Timberloch Place  
The Woodlands, Texas 77380

E-mail: Chris.Barnett@anadarko.com

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_: None
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N/A  
Released Contract No.: N/A

Stagecoach Pipeline & Storage Company LLC  
FERC Gas Tariff  
Original Volume No. 1 ~~Anadarko~~Alta Energy

Section 9.6  
Negotiated Rate Service Agreements  
~~Services Company~~Marketing LLC FTS-2  
~~0.0.0~~1.0.0

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Central New York Oil and Gas Company, L.L.C.

By \_\_\_\_\_

Its \_\_\_\_\_

Anadarko Energy Services Company

By \_\_\_\_\_

Its \_\_\_\_\_

Issued on: ~~October 29, 2015~~June 7, 2017

Effective on: ~~October 29, 2015~~

EXHIBIT "A"  
to  
Firm Transportation Service Agreement between  
Central New York Oil and Gas Company, L.L.C. (Seller)  
and  
Anadarko Energy Services Company (Customer)

Dated December 1, 2014

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY:

North/South Lateral 25,000 dth

II. PRIMARY POINT(S) OF RECEIPT

MARC I Pipeline/North-South Lateral Interconnect 25,000 dth

III. PRIMARY POINT(S) OF DELIVERY

Millennium Pipeline 25,000 dth

IV. RATES AND CHARGES

Seller's recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate ; Negotiated Rate

**n/a** Right of First Refusal is applicable to discounted or negotiated rate agreement.

Monthly FTS-2 Reservation Rate North/South Laterals	<u>\$3.65</u> /dth of MDFTQ
FTS-2 Commodity Rate North/South Lateral	<u>\$0.0016</u> /dth
FTS-2 Overrun Commodity Rate North/South Lateral	<u>\$0.1466</u> /dth



Seller's Transportation Use:

**Seller will bill Customer each Month for Seller's Use: (i) for electric power used in Seller's operations a rate of \$0.0438/dth of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of one-tenth of one percent (0.10%) of the Gas scheduled for service during the preceding Month.**

The rates specified herein apply at secondary points of receipt and delivery.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule FTS-2

Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

[None]

**AMENDMENT NO. 1 TO FTS-2 SERVICE AGREEMENT**

**Stagecoach Pipeline & Storage Company LLC (f/k/a Central New York Oil & Gas Company, LLC) (“Stagecoach”) and Alta Energy Marketing LLC (“Alta”), as successor-in-interest to Anadarko Energy Services Company (“Anadarko”), are parties to that certain FTS-2 Service Agreement #FT2-AES-0001, dated November 26, 2014 (“Agreement”). For purposes of this Amendment No. 1, Stagecoach and Alta may be referred to collectively as the “Parties” or individually as a “Party.”**

**WHEREAS, there exists the above-referenced Agreement for the provision of Firm Transportation Service pursuant to Rate Schedule FTS-2 of Stagecoach’s FERC Gas Tariff;**

**WHEREAS, pursuant to that certain Consent to Assignment and Release Agreement, dated March 1, 2017, between Stagecoach, Alta, and Anadarko, the Agreement was assigned from Anadarko to Alta effective as of July 1, 2017;**

**WHEREAS, the Parties now wish to amend the Agreement to (i) replace all references to Anadarko in the Agreement with appropriate references to Alta; and (ii) update the contract number of the Agreement;**

**NOW THEREFORE, in consideration of the mutual benefits to be obtained herefrom, the rights and duties assessed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:**

- 5. Effective as of July 1, 2017, throughout the Agreement:**
  - a. All long-form references to “Anadarko Energy Services Company” shall be deleted and replaced with references to “Alta Energy Marketing LLC”; and**
  - b. All short-form references to “Anadarko” or “AES” or any other comparable short-form references to Anadarko Energy Services Company shall be deleted and replaced with references to “Alta”.**
- 6. Effective as of July 1, 2017, throughout the Agreement, all references to a contract number for the Agreement, specifically including #FT2-AES-0001 and any other comparable numbering conventions, shall be deleted and replaced with #FT2-ALTA-0001.**
- 7. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original and together which shall constitute one and the same agreement.**
- 8. Except as modified herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.**

**IN WITNESS WHEREOF, the parties signify their agreement by signature below.**

**AGREED AND ACCEPTED:**

**ALTA ENERGY MARKETING LLC**

**STAGECOACH PIPELINE &  
STORAGE COMPANY LLC**

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

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

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_