



April 23, 2018

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

Re: Tennessee Gas Pipeline Company, L.L.C.
Orion Project
Negotiated Rate and Non-Conforming Agreement Filing
Docket Nos. RP18-____-000 and CP16-4-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”), Part 154 of the Regulations of the Federal Energy Regulatory Commission (“Commission”), 18 C.F.R. Part 154, and in compliance with the Order Issuing Certificate (“Order”) for the Orion Project (“Project”), issued in Docket No. CP16-4-000 on February 2, 2017,¹ Tennessee Gas Pipeline Company, L.L.C. (“Tennessee”) hereby tenders for filing and acceptance (i) revised tariff records to its FERC Gas Tariff (“Tariff”), Sixth Revised Volume No. 1 (“Volume No. 1”) and First Revised Volume No. 2 (“Volume No. 2”), and (ii) a copy of the following agreements between Tennessee and the shippers listed below, which agreements contain negotiated rates and non-conforming language:

- (1) Gas Transportation Agreement dated March 6, 2017 and Negotiated Rate Agreement dated February 16, 2017, with Cabot Oil & Gas Corporation (“Cabot”), Service Package Number 337059;
- (2) Gas Transportation Agreement dated March 6, 2017 and Negotiated Rate Agreement dated March 23, 2017, with South Jersey Resources Group LLC (“South Jersey Resources”), Service Package Number 337060; and
- (3) Gas Transportation Agreement dated March 6, 2017 and Negotiated Rate Agreement dated February 16, 2017, with South Jersey Gas Company (“South Jersey Gas”), Service Package Number 337061.

The gas transportation agreements (“Gas Transportation Agreements”) and the negotiated rate agreements (“Negotiated Rate Agreements”) listed above are collectively referred to herein as the “Long-Term Agreements”.

¹ *Tennessee Gas Pipeline Company, L.L.C.*, 158 FERC ¶ 61,110 (2017).

Tennessee submits for filing and acceptance a revised Tariff record for inclusion in Volume No. 1 of its Tariff to reflect the fact that the Gas Transportation Agreements contain non-conforming language, as discussed further below. Additionally, Tennessee submits the Long-Term Agreements for inclusion in Volume No. 2 of its Tariff as well as a revised Table of Contents for Volume No. 2. The proposed Tariff records are listed on Appendix A.

Tennessee respectfully requests that the Commission issue an order accepting the Long-Term Agreements and related Tariff records listed in Appendix A to become effective on June 1, 2018.

Statement of Nature, Reasons, and Basis for the Filing

Background

On February 2, 2017, the Commission issued the Order granting Tennessee a certificate of public convenience and necessity to construct, operate, and maintain the Project facilities, which consist of two pipeline loops totaling approximately 12.9 miles in length, located along Tennessee's existing 300 Line system in the state of Pennsylvania, as well as appurtenant and auxiliary facilities located along the two pipeline loops. The Project enables Tennessee to provide up to 135,000 dekatherms per day of incremental firm transportation service to South Jersey Resources, South Jersey Gas and Cabot (each individually referred to herein as the "Project Shipper" and collectively as the "Project Shippers") from an interconnect with Williams Field Services Company, L.L.C. (Meter No. 47768) in Susquehanna County, Pennsylvania to an interconnect with Columbia Gas Transmission, L.L.C. (Meter No.420245) in Pike County, Pennsylvania, along its existing 300 Line system.

All of the firm capacity created by the Project facilities has been contracted for by the Project Shippers under service agreements for the interim period commencing on December 1, 2017, the in-service date of the Project facilities, through May 31, 2018 (the "Interim Agreements"),² and under the Long-Term Agreements commencing on June 1, 2018,³ the original anticipated in-service date of the Project facilities.

² On September 27, 2017, Tennessee filed in Docket No. RP17-1088-000, Tariff records reflecting the negotiated rates and non-conforming provisions of the Interim Agreements. The filing was approved by the Commission by Letter Order dated October 27, 2017.

³ In the September 27, 2017 filing, Tennessee indicated that it would file the Long-Term Agreements, in conformance with Paragraphs 29, 33 and Ordering Paragraphs (D)-(E) of the Order, 30 to 60 days prior to the commencement of service under the Long-Term Agreements.

Instant Filing

1. Negotiated Rate Agreements

On August 30, 1996, in Docket No. RP96-312-000, the Commission approved, subject to conditions, Tennessee's July 16, 1996 tariff filing authorizing Tennessee to charge negotiated rates for its transportation and storage services.⁴ Tennessee made its negotiated rate filing pursuant to the Commission's *Policy Statement*, which the Commission issued on January 31, 1996, and modified on July 25, 2003.⁵ Both the *Policy Statement* and the orders approving Tennessee's negotiated rate option require Tennessee, when implementing a negotiated rate contract, to file either the contract or tariff sheets identifying and describing the transaction.⁶ The Commission has stated that pipelines' negotiated rate filings must disclose all consideration linked to the agreement.⁷ As to the disclosure of consideration, the Commission stated, "in any pipeline filing of a negotiated rate agreement, any other agreement, understanding, negotiation or consideration linked to the agreement must be disclosed in the pipeline's filing."⁸

Tennessee submits for filing with the Commission the enclosed Long-Term Agreements. These agreements reflect: (1) the exact legal name of each Project Shipper; (2) the total charges (rate and applicable surcharges) applicable to each Project Shipper; (3) the primary receipt and delivery points applicable to each Project Shipper; (4) the maximum volumes of gas to be transported by Tennessee on behalf of each Project Shipper; and (5) the applicable rate schedule for the transportation service to be provided to each Project Shipper.

The information set forth in the Long-Term Agreements fully disclose the essential conditions involved in the negotiated rate transactions with each Project Shipper, including a specification of all consideration.

2. Non-Conforming Provisions

Section 154.1(d) of the Commission's regulations, 18 C.F.R. § 154.1(d), provides that contracts for service pursuant to Part 284 that deviate in any material aspect from the pipeline's form of service agreement must be filed with the Commission as a non-conforming agreement.

The Gas Transportation Agreements contain the following deviations from Tennessee's pro forma Rate Schedule FT-A transportation service agreement ("Pro Forma Agreement"):⁹

⁴ *Tennessee Gas Pipeline Co.*, 76 FERC ¶ 61,224, *order on reh'g*, 77 FERC ¶ 61,215 (1996).

⁵ Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines, 74 FERC ¶ 61,076 (1996); Natural Gas Pipeline Negotiated Rate Policies and Practices, 104 FERC ¶ 61,134 (2003) ("*Policy Statement*").

⁶ *Tennessee Gas Pipeline Co.*, 77 FERC at 61,877; *Policy Statement*, 74 FERC at 61,241.

⁷ *Columbia Gulf Transmission Co.*, 85 FERC ¶ 61,373 (1998).

⁸ *Id.* at 62,424.

⁹ On October 30, 2017 Tennessee made a filing in Docket No. RP18-118-000 to revise its pro forma service agreements. The proposed revisions to the pro forma service agreements included, among others, alternate or additional language to enable Tennessee and a shipper, whose service is dependent on the completion of

- (1) The Gas Transportation Agreements contain non-conforming language in Sections 2.1 and 2.2 to address regulatory authorizations for the Project facilities and the commencement date of the Gas Transportation Agreements, which are tied to the commencement date of the Project facilities. Although the Pro Forma Agreement contains alternate or additional language in Sections 1.3 and 15.7 to address regulatory authorizations and commencement date language, the Gas Transportation Agreements include this language in different sections of the agreements and thus this language may be deemed non-conforming.
- (2) The Gas Transportation Agreements contain non-conforming language in Article IV to address the construction of Project facilities. Although the Pro Forma Agreement contains alternate language when construction of facilities are required to provide service to a shipper, the Gas Transportation Agreements include additional minor language changes to the Pro Forma Agreement.
- (3) The Gas Transportation Agreements contain non-conforming language in Section 12.1 to reflect the commencement date of the Project facilities as defined in Section 2.2 of the agreements. As discussed above, the Pro Forma Agreement provides Tennessee and a shipper with the flexibility to define the commencement date of service in Section 1.3. Further Section 12.1 of the Pro Forma Agreement provides that the agreement is effective as of the date of execution and that service under the agreement commences on the commencement date as defined in Section 1.3.
- (4) The Gas Transportation Agreements contain non-conforming language in Article XVI to address the creditworthiness requirements applicable to each Project Shipper. Consistent with the Commission's Policy Statement on Creditworthiness for Interstate Natural Gas Pipelines and Order Withdrawing Rulemaking Proceeding,¹⁰ the Project Shippers' Gas Transportation Agreements include creditworthiness provisions that require each Project Shipper to meet certain objective creditworthiness standards, or to provide Tennessee with credit support in the form of a guaranty, letter of credit or a cash security deposit.¹¹ Section 6.4 of the Pro Forma Agreement contains optional language permitting Tennessee and a shipper to include language cross-referencing the credit support requirements agreed to by Tennessee and the shipper in a precedent agreement or similar

construction of expansion facilities by Tennessee, to include language to address conditions precedent and other project related requirements, thereby limiting the need for Tennessee to have to file such agreement with the Commission as a non-conforming agreement. On November 29, 2017, the Commission approved Tennessee's proposal and accepted the Tariff records effective on December 1, 2017. *See* 161 FERC ¶ 61,236 (2017). Tennessee's description of the non-conforming provisions contained in the Gas Transportation Agreements are in reference to Tennessee's revised Pro Forma Agreement.

¹⁰ 111 FERC ¶ 61,412 at P 17-20 (2005) (permitting larger collateral requirements from initial shippers in cases of new construction and requiring issues relating to such collateral to be determined in precedent agreements).

¹¹ These creditworthiness provisions were originally included in the precedent agreements between Tennessee and the Project Shippers and are now included in the Gas Transportation Agreements.

agreement to the service agreement, thus providing the parties with the flexibility to incorporate those credit support requirements in the service agreement without making the service agreement non-conforming. Since these provisions have been directly incorporated in the Gas Transportation Agreements, rather than referencing them to the precedent agreements, these provisions may be deemed non-conforming.

- (5) The Gas Transportation Agreements contain non-conforming language in Exhibit A under the heading “Other Provisions”, providing the Project Shippers with contractual extension rights.¹² Although this provision was found by the Commission in the Order to be a non-conforming provision, Tennessee notes that pursuant to Article XXXVI of the GT&C of its Tariff, Tennessee has the authority to negotiate contractual extension rights and ROFR with discount and negotiated rate shippers that would not otherwise be eligible for extension or ROFR rights under Article V, Section 4.1 of the GT&C and to include such provision(s) on Exhibit A to the service agreement.

Finally, since the Gas Transportation Agreements were drafted based on the version of the Pro Forma Agreement that was applicable at the time of drafting, the Gas Transportation Agreements contain other deviations resulting from this that are minor and non-substantive and do not affect the meaning of these provisions. These deviations are “redlined” and appear in the introduction section, Sections 6.1, 6.3, 11.1, 12.2, 15.3, 15.4, and Articles V, VII, VIII, X and XIII of the Gas Transportation Agreements.

Tennessee submits that the terms described above do not affect the substantive rights of the Project Shippers or the quality of service to the Project Shippers or other shippers under Tennessee’s Tariff, nor do they constitute a substantial risk of undue discrimination against other shippers. In the Order, the Commission found that the non-conforming provisions of the public version of the Gas Transportation Agreements filed by Tennessee as part of its certificate application constituted material deviations from Tennessee’s Pro-Forma Agreement. However, the Commission found that those non-conforming provisions were permissible because they do not present a risk of undue discrimination, do not affect the operational conditions of providing service and do not result in any customer receiving a different quality of service.¹³

3. Conclusion

¹² The contractual extension rights provides each Project Shipper with a one-time right to extend the fifteen (15) year primary term of the gas transportation agreement for a term of five (5) years at the applicable negotiated rate in effect during the primary term, subject to at least a thirteen (13) months prior written notice to be provided by the Project Shipper to Tennessee prior to the end of the primary term. Subsequent extensions beyond the extension period are subject to the extension and right of first refusal (“ROFR”) provisions set forth in Article V, Section 4.2 of the General Terms and Conditions (“GT&C”) of Tennessee’s Tariff.

¹³ 158 FERC ¶ 61,110, at P 32. This finding did not apply to the non-conforming creditworthiness provisions contained in Article XVI of the Gas Transportation Agreements as Tennessee redacted these provisions from the public version of these agreements and did not seek an upfront determination from the Commission in the Order. See 158 FERC ¶ 61,110, note 30.

Tennessee respectfully requests that the Commission accept the filed Long-Term Agreements. The non-conforming language discussed above is shown in redlined format on the attached copies of the Gas Transportation Agreements. Other than the above-referenced deviations, the Gas Transportation Agreements conform in all material respects with Tennessee's Pro Forma Agreement. Since these provisions are permissible deviations because they do not present a risk of undue discrimination, do not affect the operational conditions of providing service and do not result in any customer receiving a different quality of service, Tennessee respectfully requests that the Commission, approve the Long-Term Agreements and related Tariff records listed in Appendix A to become effective on June 1, 2018.

Materials Enclosed

In accordance with the applicable provisions of Part 154 of the Commission's regulations, Tennessee provides an eTariff .xml filing package containing:

- (1) A transmittal letter in PDF format with Appendix A attached;
- (2) Revised Tariff records in RTF format with metadata attached;
- (3) A clean and marked version of the Tariff records in PDF format for posting on eLibrary;
- (4) Clean copies of the executed Long-Term Agreements;
- (5) A "redlined" version of the Gas Transportation Agreements; and
- (6) A copy of the entire filing in PDF format for posting on eLibrary.

Service and Correspondence

The undersigned certifies that a copy of this filing has been served electronically pursuant to 18 C.F.R. § 154.208 on Tennessee's customers and affected state regulatory commissions, as well as to all parties on the official service list for Docket No. CP16-4-000. A paper copy of this filing may only be served if a customer has been granted waiver of electronic service pursuant to 18 C.F.R. Part 390 of the Commission's regulations. In addition, an electronic copy of this filing is available for public inspection during regular business hours in Tennessee's office at 1001 Louisiana Street, Suite 1000, Houston, Texas 77002.

Pursuant to 18 C.F.R. § 385.2005 and § 385.2011(c)(5) of the Commission's regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best knowledge and belief of the undersigned.

The names, titles, and mailing addresses of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

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* Persons designated for service in accordance with Rule 2010 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.2010. Additionally, service via email is requested in lieu of paper copies.

Effective Date and Waiver

Tennessee respectfully requests all waivers that may be necessary to accept the Long-Term Agreements and related Tariff records listed in Appendix A to become effective on June 1, 2018.

Pursuant to Section 154.7(a)(9) of the Commission's regulations, Tennessee hereby moves to place the revised Tariff records into effect on the requested effective date.

Any questions regarding this filing may be directed to the undersigned at (713) 420-5771

Respectfully submitted,

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By: /s/ Carlos Oblitas
Carlos J. Oblitas
Director, Rates and Regulatory Affairs

Enclosures

APPENDIX A

Tennessee Gas Pipeline Company, L.L.C.

Orion Project

Negotiated Rate and Non-Conforming Agreements Filing (Long-Term Contracts)

Issued: April 23, 2018

Effective: June 1, 2018

FERC Gas Tariff Sixth Revised Volume No. 1 Tariff Records

Section Title

Narrative Name	Record Contents Description	Tariff Record Title	Version
Nineteenth Revised Sheet No. 396A	Sheet No. 396A		19.0.0

FERC Gas Tariff First Revised Volume No. 2 Tariff Sections

Description	Title	Version
1. Table of Contents	Table of Contents	53.0.0
4.27 Gas Trans Agmt	Cabot Oil & Gas Corp SP337059	1.0.0
4.27.1 Gas Trans Agmt	Exhibit A	1.0.0
4.27.2 Gas Trans Agmt	Negotiated Rate Agreement	1.0.0
4.28 Gas Trans Agmt	South Jersey Gas Co SP337061	1.0.0
4.28.1 Gas Trans Agmt	Exhibit A	1.0.0
4.28.2 Gas Trans Agmt	Negotiated Rate Agreement	1.0.0
4.29 Gas Trans Agmt	South Jersey Resources Group LLC SP337060	1.0.0
4.29.1 Gas Trans Agmt	Exhibit A	1.0.0
4.29.2 Gas Trans Agmt	Negotiated Rate Agreement	1.0.0

CLEAN TARIFF SHEETS / RECORDS
Effective June 1, 2018

GENERAL TERMS AND CONDITIONS (continued)

XXXIV. NON-CONFORMING AGREEMENTS
(continued)

23. Chesapeake Energy Marketing, L.L.C., FT-A Amended and Restated Gas Transportation Agreement dated April 22, 2013– MPP Project SP103034. Revised Exhibit A dated October 1, 2013.
24. Total Gas & Power North America, Inc., FT-A Gas Transportation Agreement dated April 22, 2013 – MPP Project SP106376.
25. Cabot Oil and Gas Corporation, FT-A Gas Transportation Agreement dated November 1, 2013 – SP93924.
26. Southwestern Energy Services Company, FT-A Gas Transportation Agreement Dated November 1, 2013 – SP92985.
27. UGI Penn Natural Gas, Inc. FT-A Gas Transportation Agreement Dated February 24, 2014 - SP301692.
28. South Jersey Resources Group, LLC, FT-A Gas Transportation Agreement Dated October 23, 2013 – SP100754.
29. Statoil Natural Gas LLC, FT-A Gas Transportation Agreement Dated October 15, 2013 – SP100755.
30. Seneca Resources Corporation, FT-A Gas Transportation Agreement dated March 13, 2015 – Niagara Expansion Project SP315568.
31. Seneca Resources Corporation, FT-A Gas Transportation Agreement dated March 13, 2015 – Niagara Expansion Project SP315567.
32. Antero Resources Corporation, FT-A Gas Transportation Agreement dated July 8, 2014 – Broad Run Flexibility Project. Amendment to Gas Transportation Agreement dated September 21, 2015 - SP315616.
33. Mex Gas Supply, S.L., FTA-A Gas Transportation Agreement dated January 1, 2015 – SP301591
34. Exelon Generation Company LLC, FT-A Gas Transportation Agreement dated September 18, 2015 – SP324055.
35. Mex Gas Supply, S.L. FT-A Gas Transportation Agreement dated September 4, 2014 SP321801.
36. Cameron LNG L.L.C. – FT-A Gas Transportation Agreement dated October 16, 2014 SP307320.
37. Statoil Natural Gas LLC FT-A Gas Transportation Agreement dated September 28, 2016 Susquehanna West Project SP322938.
38. Cabot Oil & Gas Corp, FT-A Gas Transportation Agreement dated March 6, 2017 Orion Project SP337059.
39. South Jersey Gas Co, FT-A Gas Transportation Agreement dated March 6, 2017 Orion Project SP337061.
40. South Jersey Resources Group LLC, FT-A Gas Transportation Agreement dated March 6, 2017 Orion Project SP337060.

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MPP Project

3.3.1 Exhibit A

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3.4 Amended and Restated Gas Transportation Agreement – Chesapeake Energy Marketing, L.L.C.
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3.4.1 Exhibit A - Revised

3.4.2 Discounted Rate Agreement

3.4.3 Assignment, Assumption, and Consent Agreement

3.4.4 Letter to Amend Agmt – Revised Exhibit A

3.4.5 Chesapeake Name Change-Certificate of Conversion

3.5 Gas Transportation Agreement – Total Gas & Power North America, Inc. SP106376 -
MPP Project

3.5.1 Exhibit A

3.5.2 Discounted Rate Agreement

3.5.3 Assignment, Assumption, and Consent Agreement

3.6 Reserved for Future Use

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3.7 Gas Transportation Agreement – Cameron LNG L.L.C. SP307320

3.7.1 Exhibit A

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4.1 Gas Transportation Agreement – EQT Energy LLC SP77253

4.1.1 Exhibit A

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4.1.3 Credit Agreement

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4.3 Gas Transportation Agreement – Exelon Generation Company LLC SP324055

4.3.1 Exhibit A

4.3.2 Negotiated Rate Agreement

4.3.3 First Amendment to Negotiated Rate Agreement

4.4 Gas Transportation Agreement – Cabot Oil & Gas Corporation SP96245 – NSD Project

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4.6 Gas Transportation Agreement – Mex Gas Supply, S.L. SP321801

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- 4.14 Gas Transportation Agreement – Cabot Oil & Gas Corp. SP93924
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- 4.15 Gas Transportation Agreement – Southwestern Energy Services Co. SP92985
 - 4.15.1 Exhibit A
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- 4.16 Gas Transportation Agreement – UGI Penn Natural Gas, Inc. SP301692 – Uniondale Expansion Project
 - 4.16.1 Exhibit A
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- 4.17 Gas Transportation Agreement – South Jersey Resources Group, LLC SP100754- Rose Lake Expansion Project
 - 4.17.1 Exhibit A
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- 4.18 Gas Transportation Agreement – Statoil Natural Gas LLC SP100755 – Rose Lake Expansion Project
 - 4.18.1 Exhibit A
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- 4.19 Gas Transportation Agreement – Seneca Resources Corporation SP315568 – Niagara Expansion Project
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 - 4.20.2 Negotiated Rate Agreement
- 4.21 Gas Transportation Agreement – Antero Resources Corporation SP315616 – Broad Run Flexibility Project
 - 4.21.1 Exhibit A
 - 4.21.2 Negotiated Rate Agreement
 - 4.21.3 Letter Agreement to Amend Negotiated Rate Agreement
 - 4.21.4 Amendment to Gas Transportation Agreement and Negotiated Rate Agreement
- 4.22 Gas Transportation Agreement – Statoil Natural Gas LLC SP322938 Susquehanna West Project
 - 4.22.1 Exhibit A
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- 4.24 Gas Transportation Agreement – Connecticut Natural Gas Corp SP331570 – Connecticut Expansion Project
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Tariff Submitter:	Tennessee Gas Pipeline Company, L.L.C.
FERC Tariff Program Name:	FERC NGA Gas Tariff
Tariff Title:	TGP Tariffs
Tariff Record Proposed Effective Date:	June 1, 2018
Tariff Record Title:	1.0.0, 4.27 Gas Trans Agmt Cabot Oil & Gas Corp SP337059
Option Code:	A

GAS TRANSPORTATION AGREEMENT

(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the 6 day of March, 2017, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and CABOT OIL & GAS CORP, a Delaware corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

WHEREAS, Transporter has designed its Orion Project (the "Project") to provide firm natural gas transportation service from a new interconnect to be located on Transporter's 300 Line in Zone 4 in Susquehanna County, Pennsylvania, to the existing interconnect with Columbia Gas Transmission (Meter #420245) on Transporter's 300 Line in Zone 4 in Pike County, Pennsylvania;

WHEREAS, Shipper and Transporter entered into a Precedent Agreement dated February 10, 2015 (the "Precedent Agreement"), pursuant to which Transporter agreed to file an application with the Federal Energy Regulatory Commission ("FERC") for the necessary authorizations (i) to provide Shipper certain firm transportation services, and (ii) to construct and operate any facilities necessary to provide such firm transportation service (the "Project Facilities");

WHEREAS, Transporter has now been authorized by the FERC order issued on February 2, 2017 in FERC Docket No. CP16-4-000 to construct and operate the Project Facilities.

ARTICLE I

DEFINITIONS

- 1.1 **TRANSPORTATION QUANTITY** - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during the term hereof, as specified on Exhibit A attached hereto. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit A attached hereto.
- 1.2 **EQUIVALENT QUANTITY** - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

- 2.1 **Transportation Service** - After receipt and acceptance by Transporter, in its sole determination, of all FERC and other authorizations necessary to provide service hereunder and the satisfactory completion by Transporter, in Transporter's sole determination, of the Project Facilities, beginning on the Commencement Date (as defined in Section 2.2 below), Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt, from Shipper or for Shipper's account, such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.
- 2.2 **COMMENCEMENT OF SERVICE** - Upon completion of construction of the Project Facilities required to enable Transporter to render the transportation service described herein and after receipt and acceptance by Transporter of all FERC and other necessary authorizations, as further described in Section 2.1 above, Transporter will notify Shipper, in writing, of the date on which Transporter will be ready to commence transportation service under this Agreement (the "Commencement Date"). The Commencement Date shall be on the later of: (i) June 1, 2018; or (ii) the date on which Transporter is able to render service to Shipper using all of the Project Facilities. In no event shall the Commencement Date be prior to June 1, 2018, unless otherwise mutually agreed to, in writing, by Transporter and Shipper.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit A attached hereto.

ARTICLE IV

Transporter shall construct, install, own, and operate, or otherwise acquire access to the facilities necessary for Transporter to receive and deliver the gas as contemplated herein for Shipper's account at the Point(s) of Receipt and Point(s) of Delivery.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

6.1 **TRANSPORTATION RATES** - Commencing upon the Commencement Date, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, Extended Receipt and Delivery Service Volumes or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

6.2 **INCIDENTAL CHARGES** - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.

6.3 **CHANGES IN RATES AND CHARGES** - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles VII and VIII, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place on the Commencement Date, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- 12.1 This contract shall be effective as of the Commencement Date, as defined in Article II, Section 2.2 hereof, and shall remain in force and effect, unless modified as per Exhibit B, until the expiration of fifteen years following the Commencement Date ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is less than one year, then notice of termination may be provided via Transporter's Interactive Website; provided further, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER:

Tennessee Gas Pipeline Company, L.L.C.
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Paul Smith, Director Business Development

SHIPPER:
NOTICES:

Cabot Oil & Gas Corporation
840 Gessner Road, Suite 1400
Houston, Texas 77024
Attention: Jeff Hutton

BILLING:

Cabot Oil & Gas Corporation
840 Gessner Road, Suite 1400
Houston, Texas 77024
Attention: Dwight Pressley

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated.

Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article VI, Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV

MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through Transporter's Interactive Website and Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

ARTICLE XVI

CREDITWORTHINESS

Notwithstanding anything in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's Tariff to the contrary, and in lieu of the credit requirements set forth in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's Tariff, Shipper shall be required to comply with the following credit requirements:

- 16.1 In exchange for Transporter's execution of the Precedent Agreement, this Agreement, the Negotiated Rate Agreement and any other related agreements, and as a condition precedent to Transporter's obligations pursuant to such agreements, Shipper shall satisfy the following credit assurance provisions as of the effective date of this Agreement, and shall have a continuing obligation to satisfy the credit assurance provisions of this Agreement throughout the term of this Agreement, and such provisions of the Negotiated Rate Agreement and any other related agreements as may be in effect from time to time.
- 16.2 Creditworthiness. Shipper shall be deemed creditworthy if:
- 16.2.1 Shipper's senior unsecured debt is rated no lower than BBB by Standard & Poor's Corporation ("S&P") and, to the extent rated by Moody's Investor Service ("Moody's"), at least Baa2 (the minimum credit ratings established herein shall be referred to collectively as the "Minimum Credit Rating Standards"); provided, however, that if (a) the Shipper's S&P rating is BBB or Shipper's Moody's rating is Baa2, and (b) the Shipper's short-term or long-term credit outlook is negative, Transporter may require further analysis as discussed below; AND
- 16.2.2 In the event of a split rating from S&P and Moody's, the lower rating will be used; AND
- 16.2.3 The sum of reservation fees for the contracts' term are less than 15% of the Shipper's or its guarantor's, as applicable, Tangible Net Worth; AND
- 16.2.4 Shipper must not otherwise have exceeded its agreed available line of credit with Transporter, as determined by Transporter in its reasonable discretion.

For the purpose of this Section 16.2, the term "Tangible Net Worth" shall mean, for a corporation, the sum of the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts less goodwill, patents, unamortized loan costs or restructuring costs, and other intangible assets. Only actual tangible assets are included in Transporter's assessment of creditworthiness. In comparing the overall value of a Shipper's contract to Tangible Net Worth for credit evaluation purposes, Transporter will compare the net present value of the demand or reservation charge obligations under such contracts to Shipper's current Tangible Net Worth. If Shipper has multiple service agreements with Transporter, then the

total potential fees and charges of all such service agreements shall be considered in determining creditworthiness.

If, at any time, Shipper does not meet the credit standards set forth in this Section 16.2, Shipper shall be deemed "uncreditworthy."

- 16.3 If Shipper does not meet the Minimum Credit Rating Standards, then Shipper may request that Transporter perform, or Transporter may initiate at its discretion, an evaluation of Shipper's creditworthiness based upon Shipper's obligations in this Agreement relative to Shipper's current and future ability to meet its obligations ("**Requested Credit Evaluation**"). To enable Transporter to perform a Requested Credit Evaluation, Shipper shall provide, at Transporter's request, credit-related information including, but not limited to, the following:

16.3.1 Audited financial statements;

16.3.2 The most recent available interim financial statements, with an attestation by Shipper's Chief Financial Officer that such statements constitute a true, correct, and fair representation of Shipper's financial condition prepared in accordance with United States Generally Accepted Accounting Principles or equivalent;

16.3.3 List of affiliates, parent companies, and subsidiaries;

16.3.4 Publicly available credit reports from credit and bond rating agencies;

16.3.5 Private credit ratings, if obtained by the Shipper;

16.3.6 Statement of legal composition;

16.3.7 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws and there must not be pending any petition for involuntary bankruptcy. An exception may be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act if Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if the Shipper is continuing and continues in the future actually to make payment;

16.3.8 Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent; and

16.3.9 Any other information Shipper deems relevant and which Shipper is willing to provide.

Following any such Requested Credit Evaluation, Transporter shall decide, in its sole discretion: (a) whether, despite the fact that Shipper does not satisfy the Minimum Credit Rating Standards, Transporter will agree to consider Shipper creditworthy for purposes of this Agreement, the Service Agreement and any other related agreements as may be in effect from time to time; or, (b) whether Transporter will agree to reduce the amount of collateral support otherwise required to be provided by Shipper pursuant to Section 16.5 below. Shipper and Transporter acknowledge and agree that any determination that Shipper is creditworthy pursuant to this Section 16.3 is subject to change pursuant to subsequent periodic evaluations consistent with this Section 16.3.

- 16.4 If at any time Shipper becomes uncreditworthy pursuant to Sections 16.2 and/or 16.3 above, then Shipper shall provide to Transporter credit assurance in an amount determined pursuant to Section 16.5 below and in the form of either: (i) a guaranty, in a form acceptable to Transporter, from a guarantor that meets the Minimum Credit Rating Standards set forth in Section 16.2; (ii) an irrevocable standby letter of credit, in a form acceptable to Transporter, from an institution acceptable to Transporter; or (iii) a cash security deposit.

The credit assurance to be provided to Transporter pursuant to this Section 16.4 shall continue in effect until (i) Shipper is deemed creditworthy as defined in Sections 16.2 and/or 16.3 above, (ii) the execution of a credit agreement to replace this provision, or (iii) the end of the Primary Term, and full payment of all outstanding balances and charges and resolution of any asserted claims with respect thereto has been made by Shipper; provided, however, that at no time shall a non-creditworthy shipper provide Transporter with less than the generally applicable credit assurances in Article XXVI, Section 4.5 of the General Terms and Conditions of Transporter's Tariff.

16.5 To the extent Shipper is required to provide Transporter credit assurance pursuant to Section 16.4 above, then the amount of the credit assurance required to be provided by Shipper to Transporter at a given time shall be as set forth in the following table:

<u>Begin Date</u>	<u>Credit Assurance Required</u>
Commencement Date	\$7,884,000
7 th Anniversary of the Commencement Date	\$2,628,000


16.6 If Shipper does not remedy its failure to demonstrate or furnish acceptable credit assurance as required by this Article XXVI within ten (10) business days of receipt of written notice of such failure from Transporter, then Transporter shall, in addition to any other remedy available to Transporter, have the right to terminate this Agreement, the Negotiated Rate Agreement and/or any other related agreements in accordance with the terms of Transporter's Tariff upon thirty days written notice to Shipper.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

JEL

BY:



Agent and Attorney-in-Fact

Sital Mody
Vice President
Marketing & Business Development

SHIPPER

BY:



TITLE:

SR VICE PRESIDENT

DATE:

2.22.17



EXHIBIT A
 AMENDMENT NO. —
 TO GAS TRANSPORTATION AGREEMENT DATED June1, 2018
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C. AND
 CABOT OIL & GAS CORPORATION

Amendment Effective Date: June 1, 2018

Service Package: 337059

Service Package TQ: 18,000 Dth

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
06/01/2018	05/31/2033	47768	GIBSON	Williams	Susquehanna	PA	4	R	300	18,000
06/01/2018	05/31/2033	420245	COL GAS/TGP MILFORD PA BIG PIKE	COLUMBIA GAS	Pike	PA	4	D	300	18,000

Total Receipt TQ: 18,000 Dth/day

Total Delivery TQ: 18,000 Dth/day

Number of Receipt Points: 1

Number of Delivery Points: 1

Other Provisions Permitted by Tariff under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

1. Extension Right

Shipper shall have a one-time right to extend the Primary Term of this Agreement for five (5) years (the "Extended Term") provided that the Shipper notifies Transporter of its election to extend at least thirteen (13) months prior to the expiration of the Primary Term. The rate for such extension will be the applicable negotiated rate in effect during the Primary Term.

2. Contractual ROFR

If Shipper exercises its Extension Right as provided in Paragraph 1 immediately above to extend the Primary Term of this Agreement, then, notwithstanding anything in Article V, Section 4.1 of Transporter's Tariff to the contrary, Shipper shall have the right to extend the Agreement beyond the expiration of the Extended Term pursuant to the procedures set forth in Article V, Section 4.2 of Transporter's Tariff.

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date

Tariff Submitter:	Tennessee Gas Pipeline Company, L.L.C.
FERC Tariff Program Name:	FERC NGA Gas Tariff
Tariff Title:	TGP Tariffs
Tariff Record Proposed Effective Date:	June 1, 2018
Tariff Record Title:	1.0.0, 4.27.2, Gas Trans Agmt Negotiated Rate Agreement
Option Code:	A

NEGOTIATED RATE AGREEMENT

February 16, 2017

Cabot Oil & Gas Corp
840 Gessner Road
Houston, TX 77024

Attention: Jeff Hutton

RE: Negotiated Rate Agreement
Rate Schedule FT-A Service Package No. _____

Dear Jeff:

Tennessee Gas Pipeline Company, L.L.C. ("**Transporter**") and Cabot Oil & Gas Corp ("**Shipper**") entered into a Precedent Agreement, dated February 2, 2015 ("**Precedent Agreement**"), which served as Shipper's binding bid in the Open Season conducted by Transporter for the Orion Project ("**Project**"). In the Precedent Agreement, Shipper elected the negotiated rate option as offered by Transporter. In response to the request of Shipper and pursuant to Section 5.6 of Rate Schedule FT-A of Transporter's FERC Gas Tariff, as may be revised from time to time ("**Tariff**"), Transporter hereby agrees to adjust its Rate Schedule FT-A transportation rates for service provided under the above-referenced Service Package, as follows. Any terms that are not defined herein shall have the meaning as set forth in the Service Package.

1. Beginning on the Commencement Date and continuing for the Primary Term of fifteen (15) years, for gas received by Transporter at the Gibson Meter receipt point, denoted as Meter No. 47768, and located on Transporter's 300 Line in Zone 4 in Susquehanna County, Pennsylvania and delivered by Transporter on behalf of Shipper to the Milford Meter delivery point, denoted as Meter No. 420245 located on Transporter's 300 Line in Zone 4 in Pike County, Pennsylvania, the applicable Rate Schedule FT-A transportation rates for service provided under the Service Package will be:
 - a) A monthly Fixed Negotiated Reservation Rate which shall be equal to \$12.166 per Dth per month.
 - b) Subject to Section 3 below, a Negotiated Commodity Rate equal to Transporter's general system minimum commodity rate for the applicable rate zones for transportation service under Rate Schedule FT-A as set forth in Transporter's Tariff.
2. The Negotiated Reservation Rate and Negotiated Commodity Rate set forth in Sections 1(a) and 1(b) shall also apply to transportation service from any secondary receipt point located east of Transporter's compressor station 313 on Transporter's 300 Line to any secondary delivery point located within Shipper's Capacity Path.

3. Total daily deliveries (defined as the sum of daily deliveries under this Service Package and daily deliveries under any capacity release agreement(s) associated with this Service Package), exclusive of Authorized Overrun quantities, in excess of 150% of Shipper's TQ, shall be subject to Transporter's general system maximum commodity rate for the applicable rate zones under Rate Schedule FT-A of Transporter's Tariff.
4. Receipts from and/or deliveries to points in Zone 4 other than those listed above in Sections 1 and 2 during the term of the Negotiated Rate Agreement shall result in Shipper being assessed:
 - a) A fixed incremental daily reservation rate equal to \$0.05 per Dth in addition to the monthly Negotiated Reservation Rate set forth above in Section 1(a), and
 - b) Transporter's general system maximum commodity rate for the applicable rate zones under Rate Schedule FT-A of Transporter's Tariff.
5. In addition to the charges set forth in Section 1 through Section 4 above, Shipper shall be subject to:
 - a) All applicable reservation, volumetric or other surcharges, including but not limited to ACA, for transportation service under Rate Schedule FT-A as set forth in Transporter's Tariff; and
6. As set forth in the Precedent Agreement, Shipper has the right to extend the Primary Term by five (5) years at the applicable negotiated rates set forth in this agreement by providing written notice to Transporter at least thirteen (13) months prior to the end of the Primary Term.
7. In accordance with Section 4.7 of Transporter's Rate Schedule FT-A, and after the Project Facilities have been placed in service, Shipper may elect from time to time to amend its Primary Receipt Point(s) and/or Primary Delivery Point(s) to any current or future receipt or delivery point(s) located within Shipper's Capacity Path at the Fixed Negotiated Reservation Rate and Negotiated Commodity Rate specified in Sections 1(a) and 1(b) above. All amendments are subject to Shipper's TQ and available mainline, lateral and meter capacity. Amendments outside of Shipper's Capacity Path will be at Transporter's sole discretion.
8. For capacity temporarily released or assigned by Shipper to third parties pursuant to Transporter's Tariff for periods of thirty (30) days or more, or released under 18 C.F.R. § 284.8(h) to an asset manager for use under an asset management arrangement with Shipper or to a marketer participating in a state-regulated retail access program ("Qualifying Replacement Shipper"), Transporter will grant such Qualifying Replacement Shipper any discounted commodity rates and applicable F&LR, EPCR and surcharges set forth in the Negotiated Rate Agreement. Absent agreement between Transporter and replacement shipper, capacity temporarily released or assigned pursuant to Transporter's Tariff for periods of thirty (30) days or less will be subject to Transporter's applicable general system maximum commodity rates as well as the applicable F&LR, EPCR, and surcharges for transportation service under Rate Schedule

FT-A. Any replacement shipper shall be subject to all of the terms and conditions of the gas transportation agreement, this Negotiated Rate Agreement and Transporter's Tariff.

9. This Negotiated Rate Agreement shall be filed with and is subject to approval by the FERC.
10. Nothing in this Negotiated Rate Agreement shall be deemed to restrict Shipper's right to intervene and protest or comment on any future rate or term of conditions and service filing by Transporter.
11. If any terms of this Negotiated Rate Agreement are disallowed by any order, rulemaking, regulation, or policy of the FERC, Transporter and/or Shipper may immediately terminate this Negotiated Rate Agreement. In such event, or if any terms of this Negotiated Rate Agreement are in any way modified by order, rulemaking, regulation, or policy of the FERC, Transporter and Shipper may mutually agree to amend this Negotiated Rate Agreement to ensure that the original commercial intent of the parties is preserved. If the parties cannot achieve mutual agreement, Transporter reserves the right to immediately terminate this Negotiated Rate Agreement.
12. If Shipper is interested in entering into this Negotiated Rate Agreement for firm capacity in accordance with the terms proposed above, please have the authorized representative of Shipper execute this Negotiated Rate Agreement, and return to the undersigned. This Negotiated Rate Agreement will become binding upon the parties only after it then is accepted and executed by Transporter's authorized representative on the below "Agreed to and Accepted" portion. One fully executed copy will be returned for your records.

Sincerely,



H. Preston Troutman
Vice President, Business Development
Tennessee Gas Pipeline Company, L.L.C.

[SIGNATURE PAGE FOLLOWS]

CABOT OIL & GAS CORP

AGREED TO AND ACCEPTED
THIS 22 DAY OF February, 2017

By:

Name: JEFFREY W HUTTON
SR VICE PRESIDENT

Title: _____

TENNESSEE GAS PIPELINE COMPANY,
L.L.C.

AGREED TO AND ACCEPTED
THIS 6 DAY OF MARCH, 2017

By:

Name: Sital Mody

Title: Vice President
Marketing & Business Development

JEG

Tariff Submitter:	Tennessee Gas Pipeline Company, L.L.C.
FERC Tariff Program Name:	FERC NGA Gas Tariff
Tariff Title:	TGP Tariffs
Tariff Record Proposed Effective Date:	June 1, 2018
Tariff Record Title:	1.0.0, 4.28 Gas Trans Agmt South Jersey Gas Co SP337061
Option Code:	A

GAS TRANSPORTATION AGREEMENT

(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the _____ day of _____, _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and SOUTH JERSEY GAS COMPANY, a New Jersey corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

WHEREAS, Transporter has designed its Orion Project (the "Project") to provide firm natural gas transportation service from a new interconnect to be located on Transporter's 300 Line in Zone 4 in Susquehanna County, Pennsylvania, to the existing interconnect with Columbia Gas Transmission (Meter #420245) on Transporter's 300 Line in Zone 4 in Pike County, Pennsylvania;

WHEREAS, Shipper and Transporter entered into a Precedent Agreement dated December 29, 2014 (the "Precedent Agreement"), pursuant to which Transporter agreed to file an application with the Federal Energy Regulatory Commission ("FERC") for the necessary authorizations (i) to provide Shipper certain firm transportation services, and (ii) to construct and operate any facilities necessary to provide such firm transportation service (the "Project Facilities");

WHEREAS, Transporter has now been authorized by the FERC order issued on February 2, 2017 in FERC Docket No. CP16-4-000 to construct and operate the Project Facilities.

ARTICLE I

DEFINITIONS

- 1.1 **TRANSPORTATION QUANTITY** - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during the term hereof, as specified on Exhibit A attached hereto. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit A attached hereto.
- 1.2 **EQUIVALENT QUANTITY** - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

- 2.1 **Transportation Service** - After receipt and acceptance by Transporter, in its sole determination, of all FERC and other authorizations necessary to provide service hereunder and the satisfactory completion by Transporter, in Transporter's sole determination, of the Project Facilities, beginning on the Commencement Date (as defined in Section 2.2 below), Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt, from Shipper or for Shipper's account, such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.
- 2.2 **COMMENCEMENT OF SERVICE** - Upon completion of construction of the Project Facilities required to enable Transporter to render the transportation service described herein and after receipt and acceptance by Transporter of all FERC and other necessary authorizations, as further described in Section 2.1 above, Transporter will notify Shipper, in writing, of the date on which Transporter will be ready to commence transportation service under this Agreement (the "Commencement Date"). The Commencement Date shall be on the later of: (i) June 1, 2018; or (ii) the date on which Transporter is able to render service to Shipper using all of the Project Facilities. In no event shall the Commencement Date be prior to June 1, 2018, unless otherwise mutually agreed to, in writing, by Transporter and Shipper.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit A attached hereto.

ARTICLE IV

Transporter shall construct, install, own, and operate, or otherwise acquire access to the facilities necessary for Transporter to receive and deliver the gas as contemplated herein for Shipper's account at the Point(s) of Receipt and Point(s) of Delivery.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

6.1 **TRANSPORTATION RATES** - Commencing upon the Commencement Date, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, Extended Receipt and Delivery Service Volumes or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

6.2 **INCIDENTAL CHARGES** - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.

6.3 **CHANGES IN RATES AND CHARGES** - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of

Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles VII and VIII, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place on the Commencement Date, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- 12.1 This contract shall be effective as of the Commencement Date, as defined in Article II, Section 2.2 hereof, and shall remain in force and effect, unless modified as per Exhibit B, until the expiration of fifteen years following the Commencement Date ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is less than one year, then notice of termination may be provided via Transporter's Interactive Website; provided further, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER:

Tennessee Gas Pipeline Company, L.L.C.
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Paul Smith, Director Business Development

SHIPPER: NOTICES:

South Jersey Gas Company
1 South Jersey Plaza
Folsom, New Jersey 08037
Attention: Tim Rundall, trundall@sjindustries.com

BILLING:

South Jersey Gas Company
1 South Jersey Plaza
Folsom, New Jersey 08037
Attention: Tim Rundall, trundall@sjindustries.com

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article VI, Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV

MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through Transporter's Interactive Website and Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

ARTICLE XVI

CREDITWORTHINESS

Notwithstanding anything in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's Tariff to the contrary, and in lieu of the credit requirements set forth in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's Tariff, Shipper shall be required to comply with the following credit requirements:

- 16.1 In exchange for Transporter's execution of the Precedent Agreement, this Agreement, the Negotiated Rate Agreement and any other related agreements, and as a condition precedent to Transporter's obligations pursuant to such agreements, Shipper shall satisfy the following credit assurance provisions as of the effective date of this Agreement, and shall have a continuing obligation to satisfy the credit assurance provisions of this Agreement throughout the term of this Agreement, and such provisions of the Negotiated Rate Agreement and any other related agreements as may be in effect from time to time.
- 16.2 Creditworthiness. Shipper shall be deemed creditworthy if:
- 16.2.1 Shipper's senior unsecured debt is rated no lower than BBB- by Standard & Poor's Corporation ("S&P") and, to the extent rated by Moody's Investor Service ("Moody's"), at least Baa3 (the minimum credit ratings established herein shall be referred to collectively as the "Minimum Credit Rating Standards"); provided, however, that if (a) the Shipper's S&P rating is BBB- or Shipper's Moody's rating is Baa3, and (b) the Shipper's short-term or long-term credit outlook is negative, Transporter may require further analysis as discussed below; AND
- 16.2.2 In the event of a split rating from S&P and Moody's, the lower rating will be used; AND
- 16.2.3 The sum of reservation fees for the contracts' term are less than 15% of the Shipper's or its guarantor's, as applicable, Tangible Net Worth; AND
- 16.2.4 Shipper must not otherwise have exceeded its agreed available line of credit with Transporter, as determined by Transporter in its reasonable discretion, which such determination shall take into consideration, among other factors, all of Shipper's service agreements with Transporter.

For the purpose of this Section 16.2, the term "Tangible Net Worth" shall mean, for a corporation, the sum of the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts less goodwill, patents, unamortized loan costs or restructuring costs, and other intangible assets. Only actual tangible assets are included in Transporter's assessment of creditworthiness. In comparing the overall value of a Shipper's contract to Tangible Net Worth for credit evaluation purposes, Transporter will compare the net present value of the demand or reservation charge obligations under such contracts to Shipper's current Tangible Net Worth.

If, at any time, Shipper does not meet the credit standards set forth in this Section 16.2, Shipper shall be deemed "uncreditworthy."

- 16.3 If at any time Shipper becomes uncreditworthy pursuant to Section 16.2 above, then Shipper shall provide to Transporter credit assurance in an amount determined pursuant to Section 16.4 below and in the form of either: (i) a guaranty, in a form acceptable to Transporter, from a guarantor that meets the Minimum Credit Rating Standards set forth in Section 16.2; (ii) an irrevocable standby letter of credit, in a form acceptable to Transporter, from an institution acceptable to Transporter; or (iii) a cash security deposit.

The credit assurance to be provided to Transporter pursuant to this Section 16.3 shall continue in effect until (i) Shipper is deemed creditworthy as defined in Section 16.2 above, (ii) the execution of a credit agreement to replace this provision, or (iii) the end of the Primary Term, and full payment of all outstanding balances and charges and resolution of any asserted claims with respect thereto has been made by Shipper; provided, however, that at no time shall a non-creditworthy shipper provide Transporter with less than the generally applicable credit assurances in Article XXVI, Section 4.5 of the General Terms and Conditions of Transporter's Tariff.

- 16.4 To the extent Shipper is required to provide Transporter credit assurance pursuant to Section 16.3 above, then the amount of the credit assurance required to be provided by Shipper to Transporter at a given time shall be equal to the product of: (a) Shipper's monthly reservation rate, whether set forth in a negotiated rate agreement or otherwise; multiplied by (b) Shipper's TQ under this Agreement; multiplied by (c) the applicable number of months set forth in the following table:

<u>Begin Date</u>	<u>Credit Assurance Required</u>
Commencement Date	\$34,165,708
7 th Anniversary of the Commencement Date	\$11,388,569

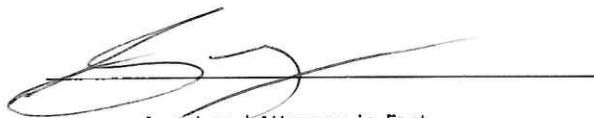
- 16.5 If Shipper does not remedy its failure to demonstrate or furnish acceptable credit assurance as required by this Article XXVI within ten (10) business days of receipt of written notice of such failure from Transporter, then Transporter shall, in addition to any other remedy available to Transporter, have the right to terminate this Agreement, the Negotiated Rate Agreement and/or any other related agreements in accordance with the terms of Transporter's Tariff upon thirty days written notice to Shipper.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

JEG

BY:



Agent and Attorney-in-Fact

SOUTH JERSEY GAS COMPANY

BY:

TITLE:

DATE:



Sr. Vice President - Engineering & System Integrity
3/6/17

EXHIBIT A
 AMENDMENT NO. —
 TO GAS TRANSPORTATION AGREEMENT
 DATED June 1, 2018
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C. AND
 SOUTH JERSEY GAS COMPANY

Amendment Effective Date: June 1, 2018

Service Package: 337061

Service Package TQ: 78,000 Dth

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	RID	LEG	METER-TQ
06/01/2018	05/31/2033	47768	GIBSON	Williams	Susquehanna	PA	4	R	300	78,000
06/01/2018	05/31/2033	420245	COL GAS/TGP MILFORD PA B G PIKE	COLUMBIA GAS	Pike	PA	4	D	300	78,000

Total Receipt TQ: 78,000 Dth/day

Total Delivery TQ: 78,000 Dth/day

Number of Receipt Points: 1

Number of Delivery Points: 1

Other Provisions Permitted by Tariff under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

1. Extension Right

Shipper shall have a one-time right to extend the Primary Term of this Agreement for five (5) years (the "Extended Term") provided that the Shipper notifies Transporter of its election to extend at least thirteen (13) months prior to the expiration of the Primary Term. The rate for such extension will be the applicable negotiated rate in effect during the Primary Term.

2. Contractual ROFR

If Shipper exercises its Extension Right as provided in Paragraph 1 immediately above to extend the Primary Term of this Agreement, then, notwithstanding anything in Article V, Section 4.1 of Transporter's Tariff to the contrary, Shipper shall have the right to extend the Agreement beyond the expiration of the Extended Term pursuant to the procedures set forth in Article V, Section 4.2 of Transporter's Tariff.

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date

Tariff Submitter:	Tennessee Gas Pipeline Company, L.L.C.
FERC Tariff Program Name:	FERC NGA Gas Tariff
Tariff Title:	TGP Tariffs
Tariff Record Proposed Effective Date:	June 1, 2018
Tariff Record Title:	1.0.0, 4.28.2, Gas Trans Agmt Negotiated Rate Agreement
Option Code:	A

NEGOTIATED RATE AGREEMENT

February 16, 2017

South Jersey Gas Company
1 South Jersey Plaza
Folsom, New Jersey 08037

Attention: Tim Rundall

RE: Negotiated Rate Agreement
Rate Schedule FT-A Service Package No. _____

Dear Tim:

Tennessee Gas Pipeline Company, L.L.C. ("**Transporter**") and South Jersey Gas Company ("**Shipper**") entered into a Precedent Agreement, dated December 29, 2014 ("**Precedent Agreement**"), which served as Shipper's binding bid in the Open Season conducted by Transporter for the Orion Project ("**Project**"). In the Precedent Agreement, Shipper elected the negotiated rate option as offered by Transporter. In response to the request of Shipper and pursuant to Section 5.6 of Rate Schedule FT-A of Transporter's FERC Gas Tariff, as may be revised from time to time ("**Tariff**"), Transporter hereby agrees to adjust its Rate Schedule FT-A transportation rates for service provided under the above-referenced Service Package, as follows. Any terms that are not defined herein shall have the meaning as set forth in the Service Package.

1. Beginning on the Commencement Date and continuing for the Primary Term of fifteen (15) years, for gas received by Transporter at the Gibson Meter receipt point, denoted as Meter No. 47768, and located on Transporter's 300 Line in Zone 4 in Wayne County, Pennsylvania and delivered by Transporter on behalf of Shipper to the Milford Meter delivery point, denoted as Meter No. 420245 located on Transporter's 300 Line in Zone 4 in Pike County, Pennsylvania, the applicable Rate Schedule FT-A transportation rates for service provided under the Service Package will be:
 - a) A monthly Fixed Negotiated Reservation Rate which shall be equal to \$12.166 per Dth per month.
 - b) Subject to Section 3 below, a Negotiated Commodity Rate equal to Transporter's general system minimum commodity rate for the applicable rate zones for transportation service under Rate Schedule FT-A as set forth in Transporter's Tariff.
2. The Negotiated Reservation Rate and Negotiated Commodity Rate set forth in Sections 1(a) and 1(b) shall also apply to transportation service from any secondary receipt point located east of Transporter's compressor station 313 on Transporter's 300 Line to any secondary delivery point located within Shipper's Capacity Path.

3. Total daily deliveries (defined as the sum of daily deliveries under this Service Package and daily deliveries under any capacity release agreement(s) associated with this Service Package), exclusive of Authorized Overrun quantities, in excess of 150% of Shipper's TQ, shall be subject to Transporter's general system maximum commodity rate for the applicable rate zones under Rate Schedule FT-A of Transporter's Tariff.
4. Receipts from and/or deliveries to points in Zone 4 other than those listed above in Sections 1 and 2 during the term of the Negotiated Rate Agreement shall result in Shipper being assessed:
 - a) A fixed incremental daily reservation rate equal to \$0.05 per Dth in addition to the monthly Negotiated Reservation Rate set forth above in Section 1(a), and
 - b) Transporter's general system maximum commodity rate for the applicable rate zones under Rate Schedule FT-A of Transporter's Tariff.
5. In addition to the charges set forth in Section 1 through Section 4 above, Shipper shall be subject to:
 - a) All applicable reservation, volumetric or other surcharges, including but not limited to ACA, for transportation service under Rate Schedule FT-A as set forth in Transporter's Tariff; and
6. As set forth in the Precedent Agreement, Shipper has the right to extend the Primary Term by five (5) years at the applicable negotiated rates set forth in this agreement by providing written notice to Transporter at least thirteen (13) months prior to the end of the Primary Term.
7. In accordance with Section 4.7 of Transporter's Rate Schedule FT-A, and after the Project Facilities have been placed in service, Shipper may elect from time to time to amend its Primary Receipt Point(s) and/or Primary Delivery Point(s) to any current or future receipt or delivery point(s) located within Shipper's Capacity Path at the Fixed Negotiated Reservation Rate and Negotiated Commodity Rate specified in Sections 1(a) and 1(b) above. All amendments are subject to Shipper's TQ and available mainline, lateral and meter capacity. Amendments outside of Shipper's Capacity Path will be at Transporter's sole discretion.
8. For capacity temporarily released or assigned by Shipper to third parties pursuant to Transporter's Tariff for periods of thirty (30) days or more, or released under 18 C.F.R. § 284.8(h) to an asset manager for use under an asset management arrangement with Shipper or to a marketer participating in a state-regulated retail access program ("Qualifying Replacement Shipper"), Transporter will grant such Qualifying Replacement Shipper any discounted commodity rates and applicable F&LR, EPCR and surcharges set forth in the Negotiated Rate Agreement. Absent agreement between Transporter and replacement shipper, capacity temporarily released or assigned pursuant to Transporter's Tariff for periods of thirty (30) days or less will be subject to Transporter's applicable general system maximum commodity rates as well as the applicable F&LR, EPCR, and surcharges for transportation service under Rate Schedule

FT-A. Any replacement shipper shall be subject to all of the terms and conditions of the gas transportation agreement, this Negotiated Rate Agreement and Transporter's Tariff.

9. This Negotiated Rate Agreement shall be filed with and is subject to approval by the FERC.
10. Nothing in this Negotiated Rate Agreement shall be deemed to restrict Shipper's right to intervene and protest or comment on any future rate or term of conditions and service filing by Transporter.
11. If any terms of this Negotiated Rate Agreement are disallowed by any order, rulemaking, regulation, or policy of the FERC, Transporter and/or Shipper may immediately terminate this Negotiated Rate Agreement. In such event, or if any terms of this Negotiated Rate Agreement are in any way modified by order, rulemaking, regulation, or policy of the FERC, Transporter and Shipper may mutually agree to amend this Negotiated Rate Agreement to ensure that the original commercial intent of the parties is preserved. If the parties cannot achieve mutual agreement, Transporter reserves the right to immediately terminate this Negotiated Rate Agreement.
12. If Shipper is interested in entering into this Negotiated Rate Agreement for firm capacity in accordance with the terms proposed above, please have the authorized representative of Shipper execute this Negotiated Rate Agreement, and return to the undersigned. This Negotiated Rate Agreement will become binding upon the parties only after it then is accepted and executed by Transporter's authorized representative on the below "Agreed to and Accepted" portion. One fully executed copy will be returned for your records.

Sincerely,

Preston Troutman
Vice President, Business Development
Tennessee Gas Pipeline Company, L.L.C.

SOUTH JERSEY GAS COMPANY

AGREED TO AND ACCEPTED
THIS 6th DAY OF March, 2017

By: [Signature]
Name: Robert F Fatzinger
Title: Sr. Vice President -
Engineering & System Integrity

TENNESSEE GAS PIPELINE COMPANY,
L.L.C.

AGREED TO AND ACCEPTED
THIS ___ DAY OF _____, 2017

By: [Signature]
Name: Ernesto A. Ochoa
Title: Director, Marketing

JEG
PS

Tariff Submitter:	Tennessee Gas Pipeline Company, L.L.C. FERC
FERC Tariff Program Name:	NGA Gas Tariff
Tariff Title:	TGP Tariffs
Tariff Record Proposed Effective Date:	June 1, 2018
Tariff Record Title:	1.0.0, 4.29 Gas Trans Agmt South Jersey Resources Group LLC SP337060
Option Code:	A

GAS TRANSPORTATION AGREEMENT

(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the 6 day of March, 2017, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and SOUTH JERSEY RESOURCES GROUP LLC, a Delaware limited liability company, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

WHEREAS, Transporter has designed its Orion Project (the "Project") to provide firm natural gas transportation service from a new interconnect to be located on Transporter's 300 Line in Zone 4 in Susquehanna County, Pennsylvania, to the existing interconnect with Columbia Gas Transmission (Meter #420245) on Transporter's 300 Line in Zone 4 in Pike County, Pennsylvania;

WHEREAS, Shipper and Transporter entered into a Precedent Agreement dated December 30, 2014 (the "Precedent Agreement"), pursuant to which Transporter agreed to file an application with the Federal Energy Regulatory Commission ("FERC") for the necessary authorizations (i) to provide Shipper certain firm transportation services, and (ii) to construct and operate any facilities necessary to provide such firm transportation service (the "Project Facilities");

WHEREAS, Transporter has now been authorized by the FERC order issued on February 2, 2017 in FERC Docket No. CP16-4-000 to construct and operate the Project Facilities.

ARTICLE I

DEFINITIONS

- 1.1 **TRANSPORTATION QUANTITY** - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during the term hereof, as specified on Exhibit A attached hereto. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit A attached hereto.
- 1.2 **EQUIVALENT QUANTITY** - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

- 2.1 **Transportation Service** - After receipt and acceptance by Transporter, in its sole determination, of all FERC and other authorizations necessary to provide service hereunder and the satisfactory completion by Transporter, in Transporter's sole determination, of the Project Facilities, beginning on the Commencement Date (as defined in Section 2.2 below), Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt, from Shipper or for Shipper's account, such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.
- 2.2 **COMMENCEMENT OF SERVICE** - Upon completion of construction of the Project Facilities required to enable Transporter to render the transportation service described herein and after receipt and acceptance by Transporter of all FERC and other necessary authorizations, as further described in Section 2.1 above, Transporter will notify Shipper, in writing, of the date on which Transporter will be ready to commence transportation service under this Agreement (the "Commencement Date"). The Commencement Date shall be on the later of: (i) June 1, 2018; or (ii) the date on which Transporter is able to render service to Shipper using all of the Project Facilities. In no event shall the Commencement Date be prior to June 1, 2018, unless otherwise mutually agreed to, in writing, by Transporter and Shipper.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit A attached hereto.

ARTICLE IV

Transporter shall construct, install, own, and operate, or otherwise acquire access to the facilities necessary for Transporter to receive and deliver the gas as contemplated herein for Shipper's account at the Point(s) of Receipt and Point(s) of Delivery.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

6.1 **TRANSPORTATION RATES** - Commencing upon the Commencement Date, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, Extended Receipt and Delivery Service Volumes or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

6.2 **INCIDENTAL CHARGES** - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.

6.3 **CHANGES IN RATES AND CHARGES** - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of

Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles VII and VIII, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI

WARRANTIES

11.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:

(a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place on the Commencement Date, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

(b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.

11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- 12.1 This contract shall be effective as of the Commencement Date, as defined in Article II, Section 2.2 hereof, and shall remain in force and effect, unless modified as per Exhibit B, until the expiration of fifteen years following the Commencement Date ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is less than one year, then notice of termination may be provided via Transporter's Interactive Website; provided further, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER:

Tennessee Gas Pipeline Company, L.L.C.
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Paul Smith, Director Business Development

SHIPPER:

NOTICES:

South Jersey Resources Group LLC
One North White Horse Pike
Hammonton, New Jersey 08037
Attention: Greg Nuzzo, SVP, President (gnuzzo@comcast.net)

BILLING:

South Jersey Resources Group LLC
One North White Horse Pike
Hammonton, New Jersey 08037
Attention: Greg Nuzzo, SVP, President (gnuzzo@comcast.net)

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article VI, Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV

MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through Transporter's Interactive Website and Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

ARTICLE XVI

CREDITWORTHINESS

Notwithstanding anything in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's Tariff to the contrary, and in lieu of the credit requirements set forth in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's Tariff, Shipper shall be required to comply with the following credit requirements:

- 16.1 In exchange for Transporter's execution of the Precedent Agreement, this Agreement, the Negotiated Rate Agreement and any other related agreements, and as a condition precedent to Transporter's obligations pursuant to such agreements, Shipper shall satisfy the following credit assurance provisions as of the effective date of this Agreement, and shall have a continuing obligation to satisfy the credit assurance provisions of this Agreement throughout the term of this Agreement, and such provisions of the Negotiated Rate Agreement and any other related agreements as may be in effect from time to time.
- 16.2 Creditworthiness. Shipper shall be deemed creditworthy if:
- 16.2.1 Shipper's senior unsecured debt is rated no lower than BBB- by Standard & Poor's Corporation ("S&P") and, to the extent rated by Moody's Investor Service ("Moody's"), at least Baa3 (the minimum credit ratings established herein shall be referred to collectively as the "Minimum Credit Rating Standards"); provided, however, that if (a) the Shipper's S&P rating is BBB- or Shipper's Moody's rating is Baa3, and (b) the Shipper's short-term or long-term credit outlook is negative, Transporter may require further analysis as discussed below; AND
- 16.2.2 In the event of a split rating from S&P and Moody's, the lower rating will be used; AND
- 16.2.3 The sum of reservation fees for the contracts' term are less than 15% of the Shipper's or its guarantor's, as applicable, Tangible Net Worth; AND
- 16.2.4 Shipper must not otherwise have exceeded its agreed available line of credit with Transporter, as determined by Transporter in its reasonable discretion, which such determination shall take into consideration, among other factors, all of Shipper's service agreements with Transporter.

For the purpose of this Section 16.2, the term "Tangible Net Worth" shall mean, for a corporation, the sum of the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts less goodwill, patents, unamortized loan costs or restructuring costs, and other intangible assets. Only actual tangible assets are included in Transporter's assessment of creditworthiness. In comparing the overall value of a Shipper's contract to Tangible Net Worth for credit evaluation purposes, Transporter will compare the net present value of the demand or reservation charge obligations under such contracts to Shipper's current Tangible Net Worth.

If, at any time, Shipper does not meet the credit standards set forth in this Section 16.2, Shipper shall be deemed "uncreditworthy."

- 16.3 If at any time Shipper becomes uncreditworthy pursuant to Section 16.2 above, then Shipper shall provide to Transporter credit assurance in an amount determined pursuant to Section 16.4 below and in the form of either: (i) a guaranty, in a form acceptable to Transporter, from a guarantor that meets the Minimum Credit Rating Standards set forth in Section 16.2; (ii) an irrevocable standby letter of credit, in a form acceptable to Transporter, from an institution acceptable to Transporter; or (iii) a cash security deposit.

The credit assurance to be provided to Transporter pursuant to this Section 16.3 shall continue in effect until (i) Shipper is deemed creditworthy as defined in Section 16.2 above, (ii) the execution of a credit agreement to replace this provision, or (iii) the end of the Primary Term, and full payment of all outstanding balances and charges and resolution of any asserted claims with respect thereto has been made by Shipper; provided, however, that at no time shall a non-creditworthy shipper provide Transporter with less than the generally applicable credit assurances in Article XXVI, Section 4.5 of the General Terms and Conditions of Transporter's Tariff.

- 16.4 To the extent Shipper is required to provide Transporter credit assurance pursuant to Section 16.3 above, then the amount of the credit assurance required to be provided by Shipper to Transporter at a given time shall be equal to the product of: (a) Shipper's monthly reservation rate, whether set forth in a negotiated rate agreement or otherwise; multiplied by (b) Shipper's TQ under this Agreement; multiplied by (c) the applicable number of months set forth in the following table:

Begin Date	Credit Assurance Required
Commencement Date	\$17,080,292
7 th Anniversary of the Commencement Date	\$5,693,431


- 16.5 If Shipper does not remedy its failure to demonstrate or furnish acceptable credit assurance as required by this Article XXVI within ten (10) business days of receipt of written notice of such failure from Transporter, then Transporter shall, in addition to any other remedy available to Transporter, have the right to terminate this Agreement, the Negotiated Rate Agreement and/or any other related agreements in accordance with the terms of Transporter's Tariff upon thirty days written notice to Shipper.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

JEG

BY:


Agent and Attorney-in-Fact

SOUTH JERSEY RESOURCES GROUP LLC

BY:

TITLE:

DATE:



President & COO
6 March 2017

EXHIBIT A AMENDMENT
 NO. _____
 TO GAS TRANSPORTATION AGREEMENT
 DATED June 1, 2018
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C. AND
 SOUTH JERSEY RESOURCES GROUP LLC

Amendment Effective Date: June 1, 2018

Service Package: 337060

Service Package TQ: 39,000 Dth

BEGINNING DATE	END NG DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
06/01/2018	05/31/2033	47768	GIBSON	Williams	Susquehanna	PA	4	R	300	39,000
06/01/2018	05/31/2033	420245	COL GAS/TGP M LFORD PA BIG PIKE	COLUMBIA GAS	Pike	PA	4	D	300	39,000

Total Receipt TQ: 39,000 Dth/day

Total Delivery TQ: 39,000 Dth/day

Number of Receipt Points: 1

Number of Delivery Points: 1

Other Provisions Permitted by Tariff under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

1. Extension Right

Shipper shall have a one-time right to extend the Primary Term of this Agreement for five (5) years (the Extended Term") provided that the Shipper notifies Transporter of its election to extend at least thirteen (13) months prior to the expiration of the Primary Term. The rate for such extension will be the applicable negotiated rate in effect during the Primary Term.

2. Contractual ROFR

If Shipper exercises its Extension Right as provided in Paragraph 1 immediately above to extend the Primary Term of this Agreement, then, notwithstanding anything in Article V, Section 4.1 of Transporter's Tariff to the contrary, Shipper shall have the right to extend the Agreement beyond the expiration of the Extended Term pursuant to the procedures set forth in Article V, Section 4.2 of Transporter's Tariff.

Tariff Submitter:	Tennessee Gas Pipeline Company, L.L.C.
FERC Tariff Program Name:	FERC NGA Gas Tariff
Tariff Title:	TGP Tariffs
Tariff Record Proposed Effective Date:	June 1, 2018
Tariff Record Title:	1.0.0, 4.29.2, Gas Trans Agmt Negotiated Rate Agreement
Option Code:	A

NEGOTIATED RATE AGREEMENT

February ~~March~~ 16~~23~~, 2017

South Jersey Resources Group LLC
One North White Horse Pike
Hammonton, NJ 08037

Attention: Greg Nuzzo

RE: Negotiated Rate Agreement
Rate Schedule FT-A Service Package No. _____

Dear Greg:

Tennessee Gas Pipeline Company, L.L.C. ("**Transporter**") and South Jersey Resources Group LLC ("**Shipper**") entered into a Precedent Agreement, dated December 30, 2014 ("**Precedent Agreement**"), which served as Shipper's binding bid in the Open Season conducted by Transporter for the Orion Project ("**Project**"). In the Precedent Agreement, Shipper elected the negotiated rate option as offered by Transporter. In response to the request of Shipper and pursuant to Section 5.6 of Rate Schedule FT-A of Transporter's FERC Gas Tariff, as may be revised from time to time ("**Tariff**"), Transporter hereby agrees to adjust its Rate Schedule FT-A transportation rates for service provided under the above-referenced Service Package, as follows. Any terms that are not defined herein shall have the meaning as set forth in the Service Package.

1. Beginning on the Commencement Date and continuing for the Primary Term of fifteen (15) years, for gas received by Transporter at the Gibson Meter receipt point, denoted as Meter No. 47768, and located on Transporter's 300 Line in Zone 4 in Wayne County, Pennsylvania and delivered by Transporter on behalf of Shipper to the Milford Meter delivery point, denoted as Meter No. 420245 located on Transporter's 300 Line in Zone 4 in Pike County, Pennsylvania, the applicable Rate Schedule FT-A transportation rates for service provided under the Service Package will be:
 - a) A monthly Fixed Negotiated Reservation Rate which shall be equal to \$12.166 per Dth per month.
 - b) Subject to Section 3 below, a Negotiated Commodity Rate equal to Transporter's general system minimum commodity rate for the applicable rate zones for transportation service under Rate Schedule FT-A as set forth in Transporter's Tariff.
2. The Negotiated Reservation Rate and Negotiated Commodity Rate set forth in Sections 1(a) and 1(b) shall also apply to transportation service from any secondary receipt point located east of Transporter's compressor station ~~313219~~ on Transporter's 300 Line to any secondary delivery point located within Shipper's Capacity Path.

3. Total daily deliveries (defined as the sum of daily deliveries under this Service Package and daily deliveries under any capacity release agreement(s) associated with this Service Package), exclusive of Authorized Overrun quantities, in excess of 150% of Shipper's TQ, shall be subject to Transporter's general system maximum commodity rate for the applicable rate zones under Rate Schedule FT-A of Transporter's Tariff.
4. Receipts from and/or deliveries to points in Zone 4 other than those listed above in Sections 1 and 2 during the term of the Negotiated Rate Agreement shall result in Shipper being assessed:
 - a) A fixed incremental daily reservation rate equal to \$0.05 per Dth in addition to the monthly Negotiated Reservation Rate set forth above in Section 1(a), and
 - b) Transporter's general system maximum commodity rate for the applicable rate zones under Rate Schedule FT-A of Transporter's Tariff.
5. In addition to the charges set forth in Section 1 through Section 4 above, Shipper shall be subject to:
 - a) All applicable reservation, volumetric or other surcharges, including but not limited to ACA, for transportation service under Rate Schedule FT-A as set forth in Transporter's Tariff; and
6. As set forth in the Precedent Agreement, Shipper has the right to extend the Primary Term by five (5) years at the applicable negotiated rates set forth in this agreement by providing written notice to Transporter at least thirteen (13) months prior to the end of the Primary Term.
7. In accordance with Section 4.7 of Transporter's Rate Schedule FT-A, and after the Project Facilities have been placed in service, Shipper may elect from time to time to amend its Primary Receipt Point(s) and/or Primary Delivery Point(s) to any current or future receipt or delivery point(s) located within Shipper's Capacity Path at the Fixed Negotiated Reservation Rate and Negotiated Commodity Rate specified in Sections 1(a) and 1(b) above. All amendments are subject to Shipper's TQ and available mainline, lateral and meter capacity. Amendments outside of Shipper's Capacity Path will be at Transporter's sole discretion.
8. For capacity temporarily released or assigned by Shipper to third parties pursuant to Transporter's Tariff for periods of thirty (30) days or more, or released under 18 C.F.R. § 284.8(h) to an asset manager for use under an asset management arrangement with Shipper or to a marketer participating in a state-regulated retail access program ("Qualifying Replacement Shipper"), Transporter will grant such Qualifying Replacement Shipper any discounted commodity rates and applicable F&LR, EPCR and surcharges set forth in the Negotiated Rate Agreement. Absent agreement between Transporter and replacement shipper, capacity temporarily released or assigned pursuant to Transporter's Tariff for periods of thirty (30) days or less will be subject to Transporter's applicable general system maximum commodity rates as well as the applicable F&LR, EPCR, and surcharges for transportation service under Rate Schedule

FT-A. Any replacement shipper shall be subject to all of the terms and conditions of the gas transportation agreement, this Negotiated Rate Agreement and Transporter's Tariff.

9. This Negotiated Rate Agreement shall be filed with and is subject to approval by the FERC.
10. Nothing in this Negotiated Rate Agreement shall be deemed to restrict Shipper's right to intervene and protest or comment on any future rate or term of conditions and service filing by Transporter.
11. If any terms of this Negotiated Rate Agreement are disallowed by any order, rulemaking, regulation, or policy of the FERC, Transporter and/or Shipper may immediately terminate this Negotiated Rate Agreement. In such event, or if any terms of this Negotiated Rate Agreement are in any way modified by order, rulemaking, regulation, or policy of the FERC, Transporter and Shipper may mutually agree to amend this Negotiated Rate Agreement to ensure that the original commercial intent of the parties is preserved. If the parties cannot achieve mutual agreement, Transporter reserves the right to immediately terminate this Negotiated Rate Agreement.
12. If Shipper is interested in entering into this Negotiated Rate Agreement for firm capacity in accordance with the terms proposed above, please have the authorized representative of Shipper execute this Negotiated Rate Agreement, and return to the undersigned. This Negotiated Rate Agreement will become binding upon the parties only after it then is accepted and executed by Transporter's authorized representative on the below "Agreed to and Accepted" portion. One fully executed copy will be returned for your records.

Sincerely,

Preston Troutman
Vice President, Business Development
Tennessee Gas Pipeline Company, L.L.C.

SOUTH JERSEY RESOURCES GROUP
LLC

AGREED TO AND ACCEPTED ²⁰¹⁷
THIS 21 DAY OF JUNE, 2014

By: Jason Foulds

Name: JASON FOULDS

Title: VICE PRESIDENT

TENNESSEE GAS PIPELINE COMPANY,
L.L.C.

AGREED TO AND ACCEPTED ²⁰¹⁸
THIS ___ DAY OF _____, 2014

By: Ernesto A. Ochoa

Name: Ernesto A. Ochoa

Title: Director, Marketing ps

MARKED TARIFF SHEETS / RECORDS

GENERAL TERMS AND CONDITIONS (continued)

XXXIV. NON-CONFORMING AGREEMENTS
(continued)

23. Chesapeake Energy Marketing, L.L.C., FT-A Amended and Restated Gas Transportation Agreement dated April 22, 2013– MPP Project SP103034. Revised Exhibit A dated October 1, 2013.
24. Total Gas & Power North America, Inc., FT-A Gas Transportation Agreement dated April 22, 2013 – MPP Project SP106376.
25. Cabot Oil and Gas Corporation, FT-A Gas Transportation Agreement dated November 1, 2013 – SP93924.
26. Southwestern Energy Services Company, FT-A Gas Transportation Agreement Dated November 1, 2013 – SP92985.
27. UGI Penn Natural Gas, Inc. FT-A Gas Transportation Agreement Dated February 24, 2014 - SP301692.
28. South Jersey Resources Group, LLC, FT-A Gas Transportation Agreement Dated October 23, 2013 – SP100754.
29. Statoil Natural Gas LLC, FT-A Gas Transportation Agreement Dated October 15, 2013 – SP100755.
30. Seneca Resources Corporation, FT-A Gas Transportation Agreement dated March 13, 2015 – Niagara Expansion Project SP315568.
31. Seneca Resources Corporation, FT-A Gas Transportation Agreement dated March 13, 2015 – Niagara Expansion Project SP315567.
32. Antero Resources Corporation, FT-A Gas Transportation Agreement dated July 8, 2014 – Broad Run Flexibility Project. Amendment to Gas Transportation Agreement dated September 21, 2015 - SP315616.
33. Mex Gas Supply, S.L., FTA-A Gas Transportation Agreement dated January 1, 2015 – SP301591
34. Exelon Generation Company LLC, FT-A Gas Transportation Agreement dated September 18, 2015 – SP324055.
35. Mex Gas Supply, S.L. FT-A Gas Transportation Agreement dated September 4, 2014 SP321801.
36. Cameron LNG L.L.C. – FT-A Gas Transportation Agreement dated October 16, 2014 SP307320.
37. Statoil Natural Gas LLC FT-A Gas Transportation Agreement dated September 28, 2016 Susquehanna West Project SP322938.
38. Cabot Oil & Gas Corp, FT-A Gas Transportation Agreement dated ~~March~~ ~~May~~ 46, 2017 Orion Project SP~~3370593331527~~.
39. South Jersey Gas Co, FT-A Gas Transportation Agreement dated ~~March~~ ~~May~~ 156, 2017 Orion Project SP~~3370613331529~~.
40. South Jersey Resources Group LLC, FT-A Gas Transportation Agreement dated ~~March~~ ~~June~~ 216, 2017 Orion Project SP~~3370603331528~~.

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- 4.10 Reserved for Future Use
 - 4.10.1 Reserved for Future Use
 - 4.10.2 Reserved for Future Use

- 4.11 Gas Transportation Agreement – Chesapeake Energy Marketing, L.L.C. SP101781 – Northeast Upgrade Project
 - 4.11.1 Exhibit A - Amended
 - 4.11.2 Negotiated Rate Letter
 - 4.11.3 Amendment No. 1 to Negotiated Rate Agreement
 - 4.11.4 Chesapeake Name Change-Certificate of Conversion

- 4.12 Gas Transportation Agreement – Statoil Natural Gas LLC SP101733 – Northeast Upgrade Project
 - 4.12.1 Exhibit A - Amended
 - 4.12.2 Negotiated Rate Letter

- 4.13 Gas Transportation Agreement – MEX Gas Supply, S.L. SP301591
 - 4.13.1 Exhibit A
 - 4.13.2 Negotiated Rate Letter

- 4.14 Gas Transportation Agreement – Cabot Oil & Gas Corp. SP93924
 - 4.14.1 Exhibit A
 - 4.14.2 Negotiated Rate Letter

- 4.15 Gas Transportation Agreement – Southwestern Energy Services Co. SP92985
 - 4.15.1 Exhibit A
 - 4.15.2 Negotiated Rate Letter

- 4.16 Gas Transportation Agreement – UGI Penn Natural Gas, Inc. SP301692 – Uniondale Expansion Project
 - 4.16.1 Exhibit A
 - 4.16.2 Negotiated Rate Letter

- 4.17 Gas Transportation Agreement – South Jersey Resources Group, LLC SP100754- Rose Lake Expansion Project
 - 4.17.1 Exhibit A
 - 4.17.2 Negotiated Rate Agreement

- 4.18 Gas Transportation Agreement – Statoil Natural Gas LLC SP100755 – Rose Lake Expansion Project
 - 4.18.1 Exhibit A
 - 4.18.2 Negotiated Rate Agreement

- 4.19 Gas Transportation Agreement – Seneca Resources Corporation SP315568 – Niagara Expansion Project
 - 4.19.1 Exhibit A
 - 4.19.2 Negotiated Rate Agreement

- 4.19.3 Gas Trans Agmt-Amendment No. 1
- 4.20 Gas Transportation Agreement – Seneca Resources Corporation SP315567 – Niagara Expansion Project
 - 4.20.1 Exhibit A
 - 4.20.2 Negotiated Rate Agreement
- 4.21 Gas Transportation Agreement – Antero Resources Corporation SP315616 – Broad Run Flexibility Project
 - 4.21.1 Exhibit A
 - 4.21.2 Negotiated Rate Agreement
 - 4.21.3 Letter Agreement to Amend Negotiated Rate Agreement
 - 4.21.4 Amendment to Gas Transportation Agreement and Negotiated Rate Agreement
- 4.22 Gas Transportation Agreement – Statoil Natural Gas LLC SP322938 Susquehanna West Project
 - 4.22.1 Exhibit A
 - 4.22.2 Negotiated Rate Letter
- 4.23 Reserved for Future Use
 - 4.23.1 Reserved for Future Use
 - 4.23.2 Reserved for Future Use
- 4.24 Gas Transportation Agreement – Connecticut Natural Gas Corp SP331570 – Connecticut Expansion Project
 - 4.24.1 Exhibit A
 - 4.24.2 Negotiated Rate Agreement
 - 4.24.3 Precedent Agreement
 - 4.24.4 Amendment to Gas Transportation Agreement
- 4.25 Gas Transportation Agreement – The Southern Connecticut Gas Co SP331571 – Connecticut Expansion Project
 - 4.25.1 Exhibit A
 - 4.25.2 Negotiated Rate Agreement
 - 4.25.3 Precedent Agreement
 - 4.25.4 Amendment to Gas Transportation Agreement
- 4.26 Gas Transportation Agreement – Yankee Gas Services Co SP331574 – Connecticut Expansion Project
 - 4.26.1 Exhibit A
 - 4.26.2 Negotiated Rate Agreement
 - 4.26.3 Precedent Agreement
- 4.27 Gas Transportation Agreement – Cabot Oil & Gas Corp SP~~337059331527~~ – Orion Project
 - 4.27.1 Exhibit A
 - 4.27.2 Negotiated Rate Agreement
- 4.28 Gas Transportation Agreement – South Jersey Gas Co SP~~337061331529~~ – Orion Project
 - 4.28.1 Exhibit A
 - 4.28.2 Negotiated Rate Agreement
- 4.29 Gas Transportation Agreement – South Jersey Resources Group LLC, SP~~337060331528~~ – Orion Project
 - 4.29.1 Exhibit A
 - 4.29.2 Negotiated Rate Agreement
- 4.30 Gas Transportation Agreement – Mitsui & Co. Cameron LNG Sales LLC SP326297 – Southwest Louisiana Supply Project
 - 4.30.1 Exhibit A
 - 4.30.2 Negotiated Rate Agreement
 - 4.30.3 Amendment No. 1 to Gas Transportation Agreement

Section 5 Statement of Rates

- 5.1 Summary of Transportation Rates and Charges

- Section 6 Gas Transportation Agreement
 - 6.1 Gas Transportation Agreement Between Tennessee and Conoco Rate Schedule T-154

- Section 7 Gas Compression Agreement
 - 7.1 Compression Agreement Between Tennessee and Natural/United Sea Robin/Trunkline Rate Schedule C-1

- Section 8 Exchange Service Agreements
 - 8.1 X-23 Tennessee and Algonquin Gas Transmission
 - 8.2 X-48 Tennessee and Consolidated Gas Supply
 - 8.3 X-65 Tennessee and Algonquin Gas Transmission - Cancelled

Tariff Submitter: Tennessee Gas Pipeline Company, L.L.C.
FERC Tariff Program Name: FERC NGA Gas Tariff
Tariff Title: TGP Tariffs
Tariff Record Proposed Effective Date: ~~November~~June 1, 2017~~8~~
Tariff Record Title: 10.0.0, 4.27 Gas Trans Agmt
Cabot Oil & Gas Corp SP337059331527

Option Code: A

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the _____ day of _____, _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and CABOT OIL & GAS CORP, a Delaware corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

WHEREAS, Transporter has designed its Orion Project (the "Project") to provide firm natural gas transportation service from a new interconnect to be located on Transporter's 300 Line in Zone 4 in Susquehanna County, Pennsylvania, to the existing interconnect with Columbia Gas Transmission (Meter #420245) on Transporter's 300 Line in zone 4 in Pike County, Pennsylvania;

WHEREAS, Shipper and Transporter entered into a Precedent Agreement dated February 10, 2015 (the "Precedent Agreement"), pursuant to which Transporter agreed to file an application with the Federal Energy Regulatory Commission ("FERC") for the necessary authorizations (i) to provide Shipper certain firm transportation services, and (ii) to construct and operate any facilities necessary to provide such firm transportation service (the "Project Facilities");

WHEREAS, Transporter has now been authorized by the FERC order issued on February 2, 2017 in FERC Docket No. CP16-4-000 to construct and operate the Project Facilities.

NOW THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I

DEFINITIONS

1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during the term hereof, as specified on Exhibit "A" attached hereto. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.

1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

~~1.3 COMMENCEMENT DATE - shall mean _____. [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of all the applicable facilities necessary to enable Transporter to provide service under the Agreement, or a commencement date and any related conditions, including notice requirements, as provided for in a precedent agreement or related agreement(s) between Transporter and Shipper]~~

ARTICLE II

TRANSPORTATION

~~Commencing upon the Commencement Date, Transporter agrees to accept and receive daily on a firm basis in accordance with Rate Schedule FT-A, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.~~

2.1 Transportation Service - After receipt and acceptance by Transporter, in its sole determination, of all FERC and other authorizations necessary to provide service hereunder and the satisfactory completion by Transporter, in Transporter's sole determination, of the Project Facilities, beginning on the Commencement Date (as defined in Section 2.2 below), Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt, from Shipper or for Shipper's account, such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver or for the account of Shipper to the Point(s) of Delivery and Equivalent Quantity of gas.

2.2 COMMENCEMENT OF SERVICE - Upon completion of construction of the Project Facilities required to enable

~~Transporter to render the transportation service described herein and after receipt and acceptance by Transporter of all FERC and other necessary authorizations, as further described in Section 2.1 above, Transporter will notify Shipper. In writing, of the date on which Transporter will be ready to commence transportation service under this Agreement (the "Commencement Date"). The Commencement Date shall be on the later of: (i) June 1, 2018; or (ii) the date on which Transporter is able to render service to Shipper using all of the Project Facilities. In no event shall the Commencement Date be prior to June 1, 2018, unless otherwise mutually agreed to, in writing, by Transporter and Shipper.~~

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

FACILITIES

Transporter shall construct, install, own and operate or otherwise acquire access to ~~the all necessary~~ facilities necessary for Transporter to ~~receiverender the service provided for in this Agreement and deliver the gas as contemplated herein for Shipper's account at the Point(s) of Receipt and Point(s) of Delivery.~~

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff- ~~volume No. 1.~~ To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

6.1 TRANSPORTATION RATES - Commencing upon the Commencement Date, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates ~~and Charges in Transporter's~~ in Transporter's FERC Gas Tariff and in this Rate Schedule ~~FT-A. Transporter and Shipper may mutually agree from time to time to discounted rates or Negotiated Rates for service provided hereunder in accordance with the provisions of Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff.~~

Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, Extended Receipt and Delivery Service Volumes or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate

component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. -Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. -However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.

6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A ~~or any successor rate schedule~~, (b) the rate schedule(s) pursuant to which service hereunder is rendered, ~~and~~ or (c) any provision of the General Terms and Conditions ~~of Transporter's FERC Gas Tariff~~ applicable to those rate schedules ~~or this Agreement~~. Transporter agrees that Shipper may protest or contest the aforementioned filings, ~~and~~ or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found ~~necessary~~ to assure Transporter just and reasonable rates.

~~6.4 [In the event that construction of facilities are required for Transporter to provide service under the Agreement and the precedent agreement or other related agreement between Transporter and Shipper contains credit support provisions related to service under the Agreement, the following language shall be included: Notwithstanding anything in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff to the contrary, and in lieu of the credit requirements set forth therein, the credit requirements applicable to this Agreement are set forth in [insert applicable section(s) of the precedent agreement and/or the related agreement and a description of such agreement(s)] and are incorporated herein by reference and made a part of this Agreement."]~~

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles VII and VIII, respectively, ~~of the General Terms and Conditions of Transporter's~~ the FERC Gas Tariff.

ARTICLE VIII

~~RATE SCHEDULE AND~~ GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions ~~of Transporter's FERC Gas Tariff~~ incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during **transportation** shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff ~~-~~ Volume No. 1.

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place ~~on~~by the Commencement Date, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- (~~eb~~) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

12.1 This ~~Agreement~~contract shall be effective as of the ~~date hereof. Service hereunder shall commence on the~~ Commencement Date, as defined in Article II, Section 2.2 hereof, and shall ~~continue~~remain in force and effect ~~until [when applicable, replace: "until" with "for a term of"] _____ ("Primary Term"),~~ unless modified as per Exhibit "B". ~~Any rights to Shipper's extension of this Agreement after the Primary Term shall be set forth in Exhibit "A" hereto~~until the expiration of fifteen years following the Commencement Date ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, ~~if Exhibit "A" does not specify Shipper's extension rights under the Agreement, and that if the Primary Term is less than one year, then notice of termination may be provided via Transporter's interactive Website;~~ provided further, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.

12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's ~~FERC Gas~~ Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.

12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions of ~~Transporter's FERC Gas Tariff~~ applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.
P.O. Box 2511
Houston, Texas 77252-2511

Attention: Paul Smith, Director Business Development

SHIPPER: Cabot Oil & Gas Corporation

NOTICES: 840 Gessner Road, Suite 1400
Houston, Texas 77024

Attention: Jeff Hutton

BILLING: Cabot Oil & Gas Corporation
840 Gessner Road, Suite 1400
Houston, Texas 77024

Attention: Dwight Pressley

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article VI, Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV

MISCELLANEOUS

15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

15.3 Unless otherwise expressly provided in this Agreement or Transporter's ~~FERC~~ Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through Transporter's Interactive Website and Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.

15.4 Exhibit "A" ~~and, when applicable, Exhibit "B"~~ attached hereto are incorporated herein by reference and made a part hereof for all purposes.

ARTICLE XVI

CREDITWORTHINESS

Notwithstanding anything in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's Tariff to the contrary, and in lieu of the credit requirements set forth in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's Tariff, Shipper shall be required to comply with the following credit requirements:

161 In exchange for Transporter's execution of the Precedent Agreement, this Agreement, the Negotiated Rate Agreement and any other related agreements, and as a condition precedent to Transporter's obligations pursuant to such agreements, Shipper shall satisfy the following credit assurance provisions as of the effective date of this Agreement, and shall have a continuing obligation to satisfy the credit assurance provisions of this Agreement throughout the term of this Agreement, and such provisions of the Negotiated Rate Agreement and any other related agreements as may be in effect from time to time.

162 Creditworthiness. Shipper shall be deemed creditworthy if:

16.2.1 Shipper's senior unsecured debt is rated no lower than BBB by Standard & Poor's Corporation ("S&P") and, to the extent rated by Moody's Investor Service ("Moody's"), at least Baa2 (the minimum credit ratings established herein shall be referred to collectively as the "Minimum Credit Rating Standards"); provided, however, that if (a) the Shipper's S&P rating is BBB or Shipper's Moody's rating is Baa2, and (b) the Shipper's short-term or long-term credit outlook is negative, Transporter may require further analysis as discussed below; AND

16.2.1 In the event of a split rating from S&P and Moody's, the lower rating will be used; AND

16.2.2 The sum of reservation fees for the contracts' term are less than 15% of the Shipper's or its guarantor's, as applicable, Tangible Net Worth; AND

16.2.3 Shipper must not otherwise have exceeded its agreed available line of credit with Transporter, as determined by Transporter in its reasonable discretion.

For the purpose of this Section 16.2, the term "Tangible Net Worth" shall mean, for a corporation, the sum of the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts less goodwill, patents, unamortized loan costs or restructuring costs, and other Intangible assets. Only actual tangible assets are included in Transporter's assessment of creditworthiness. In comparing the overall value of a Shipper's contract to Tangible Net Worth for credit evaluation purposes, Transporter will compare the net present value of the demand or reservation charge obligations under such contracts to Shipper's current Tangible Net Worth. If Shipper has multiple service agreements with Transporter, then the total potential fees and charges of all such service agreements shall be considered in determining creditworthiness.

If, at any time, Shipper does not meet the credit standards set forth in this Section 16.2, Shipper shall be deemed "uncreditworthy."

163 If Shipper does not meet the Minimum Credit Rating Standards, then Shipper may request that Transporter perform, or Transporter may initiate at its discretion, an evaluation of Shipper's creditworthiness based upon Shipper's obligations in this Agreement relative to Shipper's current and future ability to meet its obligations ("Requested Credit Evaluation"). To enable Transporter to perform a Requested Credit Evaluation, Shipper shall provide, at Transporter's request, credit-related information including, but not limited to, the following:

16.3.1 Audited financial statements;

16.3.2 The most recent available interim financial statements, with an attestation by Shipper's Chief Financial Officer that such statements constitute a true, correct, and fair representation of Shipper's financial condition prepared in accordance with United States Generally Accepted Accounting Principles or equivalent;

16.3.3 List of affiliates, parent companies, and subsidiaries;

16.3.4 Publicly available credit reports from credit and bond rating agencies; 16.3.5 Private

credit ratings, if obtained by the Shipper;

16.3.6 Statement of legal composition;

16.3.7 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws and there must not be pending any petition for involuntary bankruptcy. An exception may be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act if

Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if the Shipper is continuing and continues in the future actually to make payment;

1638 Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent;and

1639 Any other information Shipper deems relevant and which Shipper is willing to provide.

Following any such Requested Credit Evaluation, Transporter shall decide, in its sole discretion: (a) whether, despite the fact that Shipper does not satisfy the Minimum Credit Rating Standards, Transporter will agree to consider Shipper creditworthy for purposes of this Agreement, the Service Agreement and any other related agreements as may be in effect from time to time; or, (b) whether Transporter will agree to reduce the amount of collateral support otherwise required to be provided by Shipper pursuant to Section 16.5 below.

Shipper and Transporter acknowledge and agree that any determination that Shipper is creditworthy pursuant to this Section 16.3 is subject to change pursuant to subsequent periodic evaluations consistent with this Section 16.3.

16.4 If at any time Shipper becomes uncreditworthy pursuant to Sections 16.2 and/or 16.3 above, then Shipper shall provide to Transporter credit assurance in an amount determined pursuant to Section 16.5 below and in the form of either: (i) a guaranty, in a form acceptable to Transporter, from a guarantor that meets the Minimum Credit Rating Standards set forth in Section 16.2; (ii) an irrevocable standby letter of credit, in a form acceptable to Transporter, from an institution acceptable to Transporter; or (iii) a cash security deposit.

The credit assurance to be provided to Transporter pursuant to this Section 16.4 shall continue in effect until (i) Shipper is deemed creditworthy as defined in Sections 16.2 and/or 16.3 above, (ii) the execution of a credit agreement to replace this provision, or (iii) the end of the Primary Term, and full payment of all outstanding balances and charges and resolution of any asserted claims with respect thereto has been made by Shipper; provided, however, that at no time shall a non-creditworthy shipper provide Transporter with less than the generally applicable credit assurances in Article XXV Section 4.5 of the General Terms and Conditions of Transporter's Tariff.

165 To the extent Shipper is required to provide Transporter credit assurance pursuant to Section 16.4 above, then the amount of the credit assurance required to be provided by Shipper to Transporter at a given time shall be as set forth in the following table:

<u>Begin Date</u>	<u>Credit Assurance Required</u>
<u>Commencement Date</u>	<u>\$7,884,000</u>
<u>7th Anniversary of the Commencement Date</u>	<u>\$2,628,000</u>

166 If Shipper does not remedy its failure to demonstrate or furnish acceptable credit assurance as required by this Article XXV within ten (10) business days of receipt of written notice of such failure from Transporter, then Transporter shall, in addition to any other remedy available to Transporter, have the right to terminate this Agreement, the Negotiated Rate Agreement and/or any other related agreements in accordance with the terms of Transporter's Tariff upon thirty days written notice to Shipper.

1

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

SHIPPER

BY: _____
Agent and Attorney-in-Fact

TITLE: _____
DATE: _____

EXHIBIT A
AMENDMENT NO. –
TO GAS TRANSPORTATION AGREEMENT DATED June1, 2018
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C. AND
CABOT OIL & GAS CORPORATION

Amendment Effective Date: June 1, 2018

Service Package: 337059

Service Package TQ: 18,000 Dth

<u>BEGINNING DATE</u>	<u>ENDING DATE</u>	<u>METER</u>	<u>METER NAME</u>	<u>INTERCONNECT PARTY NAME</u>	<u>COUNTY</u>	<u>ST</u>	<u>ZONE</u>	<u>R/D</u>	<u>LEG</u>	<u>METER-TQ</u>
<u>06/01/2018</u>	<u>05/31/2033</u>	<u>47768</u>	<u>GIBSON</u>	<u>Williams</u>	<u>Susquehanna</u>	<u>PA</u>	<u>4</u>	<u>R</u>	<u>300</u>	<u>18,000</u>
<u>06/01/2018</u>	<u>05/31/2033</u>	<u>420245</u>	<u>COL GAS/TGP MILFORD PA BIG PIKE</u>	<u>COLUMBIA GAS</u>	<u>Pike</u>	<u>PA</u>	<u>4</u>	<u>D</u>	<u>300</u>	<u>18,000</u>

Total Receipt TQ: 18000 Dth/day

Total Delivery TQ: 18,000 Dth/day

Number of Receipt Points: 1

Number of Delivery Points: 1

Other Provisions Permitted by Tariff under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

1. Extension Right

Shipper shall have a one-time right to extend the Primary Term of this Agreement for five (5) years (the "Extended Term") provided that the Shipper notifies Transporter of its election to extend at least thirteen (13) months prior to the expiration of the Primary Term. The rate for such extension will be the applicable negotiated rate in effect during the Primary Term.

2. Contractual ROFR

If Shipper exercises its Extension Right as provided in Paragraph 1 immediately above to extend the Primary Term of this Agreement, then, notwithstanding anything in Article V, Section 4.1 of Transporter's Tariff to the contrary, Shipper shall have the right to extend the Agreement beyond the expiration of the Extended Term pursuant to the procedures set forth in Article V, Section 4.2 of Transporter's Tariff.

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date

Tariff Submitter:	Tennessee Gas Pipeline Company, L.L.C.
FERC Tariff Program Name:	FERC NGA Gas Tariff
Tariff Title:	TGP Tariffs
Tariff Record Proposed Effective Date:	June <u>November</u> 1, 2017 <u>8</u>
Tariff Record Title:	10.0.0, 4.28 Gas Trans Agmt South Jersey Gas Co SP <u>337061331529</u>
Option Code:	A

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the _____ day of _____, _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and SOUTH JERSEY GAS COMPANY, a New Jersey corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

WHEREAS, Transporter has designed its Orion Project (the "Project") to provide firm natural gas transportation service from a new interconnect to be located on Transporter's 300 Line in Zone 4 in Susquehanna County, Pennsylvania, to the existing interconnect with Columbia Gas Transmission (Meter #420245) on Transporter's 300 Line in zone 4 in Pike County, Pennsylvania;

WHEREAS, Shipper and Transporter entered into a Precedent Agreement dated December 29, 2014 (the "Precedent Agreement"), pursuant to which Transporter agreed to file an application with the Federal Energy Regulatory Commission ("FERC") for the necessary authorizations (i) to provide Shipper certain firm transportation services, and (ii) to construct and operate any facilities necessary to provide such firm transportation service (the "Project Facilities");

WHEREAS, Transporter has now been authorized by the FERC order issued on February 2, 2017 in FERC Docket No. CP16-4-000 to construct and operate the Project Facilities.

~~NOW THEREFORE, Transporter and Shipper agree as follows:~~

ARTICLE I

DEFINITIONS

1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during the term hereof, as specified on Exhibit "A" attached hereto. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.

1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

~~1.3 COMMENCEMENT DATE shall mean _____ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of all the applicable facilities necessary to enable Transporter to provide service under the Agreement, or a commencement date and any related conditions, including notice requirements, as provided for in a precedent agreement or related agreement(s) between Transporter and Shipper]~~

ARTICLE II

TRANSPORTATION

~~Commencing upon the Commencement Date, Transporter agrees to accept and receive daily on a firm basis in accordance with Rate Schedule FT-A, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.~~

2.1 Transportation Service – After receipt and acceptance by Transporter, in its sole determination, of all FERC and other authorizations necessary to provide service hereunder and the satisfactory completion by Transporter, in Transporter's sole determination, of the Project Facilities, beginning on the Commencement Date (as defined in Section 2.2 below), Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt, from Shipper or for Shipper's account, such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver or for the account of Shipper to the Point(s) of Delivery and Equivalent Quantity of gas.

2.2 COMMENCEMENT OF SERVICE - Upon completion of construction of the Project Facilities required to enable Transporter to render the transportation service described herein and after receipt and acceptance by Transporter of all FERC and other necessary authorizations, as further described in Section 2.1 above, Transporter will notify Shipper, in writing, of the date on which Transporter will be ready to commence transportation service under this Agreement (the "Commencement Date"). The Commencement Date shall be on the later of: (i) June 1, 2018; or (ii) the date on which Transporter is able to render service to Shipper using all of the Project Facilities. In no event shall the Commencement Date be prior to June 1, 2018, unless otherwise mutually agreed to, in writing, by Transporter and Shipper.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

FACILITIES

Transporter shall construct, install, own and operate or otherwise acquire access to the all necessary facilities necessary for Transporter to receiverender the service provided for in this Agreement and deliver the gas as contemplated herein for Shipper's account at the Point(s) of Receipt and Point(s) of Delivery.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff - volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

6.1 TRANSPORTATION RATES - Commencing upon the Commencement Date, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates and Charges in Transporter's in Transporter's FERC Gas Tariff and in this Rate Schedule FT-A. Transporter and Shipper may mutually agree from time to time to discounted rates or Negotiated Rates for service provided hereunder in accordance with the provisions of Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, Extended Receipt and Delivery Service Volumes or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a discount agreement may include a provision that if one rate component which was at or

below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.

6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A ~~or any successor rate schedule~~, (b) the rate schedule(s) pursuant to which service hereunder is rendered, ~~and~~/or (c) any provision of the General Terms and Conditions ~~of Transporter's FERC Gas Tariff~~ applicable to those rate schedules ~~or this Agreement~~. Transporter agrees that Shipper may protest or contest the aforementioned filings, ~~and/or~~ may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

~~6.4 [In the event that construction of facilities are required for Transporter to provide service under the Agreement and the precedent agreement or other related agreement between Transporter and Shipper contains credit support provisions related to service under the Agreement, the following language shall be included: "Notwithstanding anything in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff to the contrary, and in lieu of the credit requirements set forth therein, the credit requirements applicable to this Agreement are set forth in [insert applicable section(s) of the precedent agreement and/or the related agreement and a description of such agreement(s)] and are incorporated herein by reference and made a part of this Agreement."]~~

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles VII and VIII, respectively, ~~of the General Terms and Conditions of Transporter's~~ the FERC Gas Tariff.

ARTICLE VIII

~~RATE SCHEDULE AND~~ GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions ~~of Transporter's FERC Gas Tariff~~ incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff ~~Volume No. 1.~~

ARTICLE XI

WARRANTIES

11.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's ~~FERC Gas Tariff~~, Shipper warrants the following:

- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place ~~by~~ on the Commencement Date, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. ~~Shipper~~ agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- (~~eb~~) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.

11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII
TERM

12.1 This ~~Agreement~~contract shall be effective as of the ~~date hereof. Service hereunder shall commence on the~~ Commencement Date, as defined in Article II, Section 2.2 hereof, and shall ~~continueremain~~ in force and effect ~~until [when applicable, replace: "until" with "for a term of"] _____ ("Primary Term"),~~ unless modified as per Exhibit "B". ~~Any rights to Shipper's extension of this Agreement after the Primary Term shall be set forth in Exhibit "A" heretoB, until the expiration of fifteen years following the Commencement Date ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party;~~ provided, however, ~~if Exhibit "A" does not specify Shipper's extension rights under the Agreement, and that if the Primary Term is less than one year, then notice of termination may be provided via Transporter's interactive Website; provided further, that~~ if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.

12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's ~~FERC Gas Tariff~~ shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.

12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions of ~~Transporter's FERC Gas Tariff~~ applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.
P.O Box 2511
Houston, Texas 77252-2511

Attention: Paul Smith, Director Business Development

SHIPPER: South Jersey Gas Company

NOTICES: 1 South Jersey Plaza
Folsom, New Jersey 08037

Attention: Tim Rundall, trundall@sjindustries.com

BILLING: South Jersey Gas Company
1 South Jersey Plaza
Folsom, New Jersey 08037

Attention: Tim Rundall, trundall@sjindustries.com

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

14.1 ~~Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article VI, Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.~~

14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV

MISCELLANEOUS

15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

15.3 Unless otherwise expressly provided in this Agreement or Transporter's ~~FERC~~ Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through Transporter's Interactive Website and Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.

15.4 Exhibit "A" ~~and, when applicable, Exhibit "B"~~ attached hereto are incorporated herein by reference and made a part hereof for all purposes.

ARTICLE XVI

Creditworthiness

Notwithstanding anything in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's Tariff to the contrary, and In lieu of the credit requirements set forth in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's Tariff, Shipper shall be required to comply with the following credit requirements:

161 In exchange for Transporter's execution of the Precedent Agreement, this Agreement, the Negotiated Rate Agreement and any other related agreements, and as a condition precedent to Transporter's obligations pursuant to such agreements, Shipper shall satisfy the following credit assurance provisions as of the effective date of this Agreement, and shall have a continuing obligation to satisfy the credit assurance provisions of this Agreement throughout the term of this Agreement, and such provisions of the Negotiated Rate Agreement and any other related agreements as may be in effect from time to time.

162 Creditworthiness. Shipper shall be deemed creditworthy if:

1621 Shipper's senior unsecured debt is rated no lower than BBB- by Standard & Poor's Corporation ("S&P") and, to the extent rated by Moody's Investor Service ("Moody's"), at least Baa3 (the minimum credit ratings established herein shall be referred to collectively as the "Minimum Credit Rating Standards"); provided, however, that if (a) the Shipper's S&P rating is BBB- or Shipper's Moody's rating is Baa3, and (b) the Shipper's short-term or long-term credit outlook is negative, Transporter may require further analysis as discussed below; AND

1622 In the event of a split rating from S&P and Moody's, the lower rating will be used; AND

1623 The sum of reservation fees for the contracts' term are less than 15% of the Shipper's or its guarantor's, as applicable, Tangible Net Worth; AND

1624 Shipper must not otherwise have exceeded its agreed available line of credit with Transporter, as determined by Transporter in its reasonable discretion, which such determination shall take into consideration, among other factors, all of Shipper's service agreements with Transporter.

For the purpose of this Section 16.2, the term "Tangible Net Worth" shall mean, for a corporation, the sum of the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts less goodwill, patents, unamortized loan costs or restructuring costs, and other intangible assets. Only actual tangible assets are included in Transporter's assessment of creditworthiness. In comparing the overall value of a Shipper's contract to Tangible Net Worth for credit evaluation purposes, Transporter will compare the net present value of the demand or reservation charge obligations under such contracts to Shipper's current Tangible Net Worth.

If, at any time, Shipper does not meet the credit standards set forth in this Section 16.2, Shipper shall be deemed "uncreditworthy."

163 If at any time Shipper becomes uncreditworthy pursuant to Section 16.2 above, then Shipper shall provide to Transporter credit assurance in an amount determined pursuant to Section 16.4 below and in the form of either: (i) a guaranty, in a form acceptable to Transporter, from a guarantor that meets the Minimum Credit Rating Standards set forth in Section 16.2; (ii) an Irrevocable standby letter of credit, in a form acceptable to Transporter, from an institution acceptable to Transporter; or (iii) a cash security deposit.

The credit assurance to be provided to Transporter pursuant to this Section 16.3 shall continue in effect until

(i) Shipper is deemed creditworthy as defined in Section 16.2 above, (ii) the execution of a credit agreement to replace this provision, or (iii) the end of the Primary Term, and full payment of all outstanding balances and charges and resolution of any asserted claims with respect thereto has been made by Shipper; provided, however, that at no time shall a non-creditworthy shipper provide Transporter with less than the generally applicable credit assurances in Article XXVI, Section 4.5 of the General Terms and Conditions of Transporter's Tariff.

164 To the extent Shipper is required to provide Transporter credit assurance pursuant to Section 16.3 above, then the amount of the credit assurance required to be provided by Shipper to Transporter at a given time shall be equal to the product of: (a) Shipper's monthly reservation rate, whether set forth in a negotiated rate agreement or otherwise; multiplied by (b) Shipper's TQ under this Agreement; multiplied by (c) the applicable number of months set forth in the following table:

<u>Begin Date</u>	<u>Credit Assurance Required</u>
<u>Commencement Date</u>	<u>\$34,165,708</u>
<u>7th Anniversary of the Commencement Date</u>	<u>\$11,388,569</u>

165 If Shipper does not remedy its failure to demonstrate or furnish acceptable credit assurance as required by this Article XXVI within ten (10) business days of receipt of written notice of such failure from Transporter, then Transporter shall, in addition to any other remedy available to Transporter, have the right to terminate this Agreement, the Negotiated Rate Agreement and/or any other related agreements in accordance with the terms of Transporter's Tariff upon thirty days written notice to Shipper.

I
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

SHIPPER

BY: _____
Agent and Attorney-in-Fact

TITLE: _____
DATE: _____

EXHIBIT A
AMENDMENT NO. —
TO GAS TRANSPORTATION AGREEMENT
DATED June 1, 2018
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C. AND
SOUTH JERSEY GAS COMPANY

Amendment Effective Date: June 1, 2018

Service Package: 337061

Service Package TQ: 78,000 Dth

<u>BEGINNING</u> <u>DATE</u>	<u>ENDING</u> <u>DATE</u>	<u>METER</u>	<u>METER</u> <u>NAME</u>	<u>INTERCONNECT</u> <u>PARTY NAME</u>	<u>COUNTY</u>	<u>ST</u>	<u>ZONE</u>	<u>RID</u>	<u>LEG</u>	<u>METER-TQ</u>
<u>06/01/2018</u>	<u>05/31/2033</u>	<u>47768</u>	<u>GIBSON</u>	<u>Williams</u>	<u>Susquehanna</u>	<u>PA</u>	<u>4</u>	<u>R</u>	<u>300</u>	<u>78,000</u>
<u>06/01/2018</u>	<u>05/31/2033</u>	<u>420245</u>	<u>COL GAS/TGP MILFORD</u> <u>PA B G PIKE</u>	<u>COLUMBIA GAS</u>	<u>Pike</u>	<u>PA</u>	<u>4</u>	<u>D</u>	<u>300</u>	<u>78,000</u>

Total Receipt TQ: 78,000 Dth/day

Total Delivery TQ: 78,000 Dth/day

Number of Receipt Points: 1

Number of Delivery Points: 1

Other Provisions Permitted by Tariff under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

1. Extension Right

Shipper shall have a one-time right to extend the Primary Term of this Agreement for five (5) years (the "Extended Term") provided that the Shipper notifies Transporter of its election to extend at least thirteen (13) months prior to the expiration of the Primary Term. The rate for such extension will be the applicable negotiated rate in effect during the Primary Term.

2. Contractual ROFR

If Shipper exercises its Extension Right as provided in Paragraph 1 immediately above to extend the Primary Term of this Agreement, then, notwithstanding anything in Article V, Section 4.1 of Transporter's Tariff to the contrary, Shipper shall have the right to extend the Agreement beyond the expiration of the Extended Term pursuant to the procedures set forth in Article V, Section 4.2 of Transporter's Tariff.

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date

Tariff Submitter:	Tennessee Gas Pipeline Company, L.L.C.
FERC Tariff Program Name:	FERC NGA Gas Tariff
Tariff Title:	TGP Tariffs
Tariff Record Proposed Effective Date:	June <u>November</u> 1, 201 <u>7</u> 8
Tariff Record Title:	0 <u>1</u> .0.0, 4.29 Gas Trans Agmt South Jersey Resources Group LLC SP <u>337060</u> 331528
Option Code:	A

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the _____ day of _____, _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and SOUTH JERSEY RESOURCES GROUP L.L.C., a Delaware limited liability company, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

WHEREAS, Transporter has designed its Orion Project (the "Project") to provide firm natural gas transportation service from a new interconnect to be located on Transporter's 300 Line in Zone 4 in Susquehanna County, Pennsylvania, to the existing interconnect with Columbia Gas Transmission (Meter #420245) on Transporter's 300 Line in zone 4 in Pike County, Pennsylvania;

WHEREAS, Shipper and Transporter entered into a Precedent Agreement dated December 30, 2014 (the "Precedent Agreement"), pursuant to which Transporter agreed to file an application with the Federal Energy Regulatory Commission ("FERC") for the necessary authorizations (i) to provide Shipper certain firm transportation services, and (ii) to construct and operate any facilities necessary to provide such firm transportation service (the "Project Facilities");

WHEREAS, Transporter has now been authorized by the FERC order issued on February 2, 2017 in FERC Docket No. CP16-4-000 to construct and operate the Project Facilities.

NOW THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during the term hereof, as specified on Exhibit "A" attached hereto. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- ~~1.3 COMMENCEMENT DATE shall mean _____. [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of all the applicable facilities necessary to enable Transporter to provide service under the Agreement, or a commencement date and any related conditions, including notice requirements, as provided for in a precedent agreement or related agreement(s) between Transporter and Shipper]~~

ARTICLE II

TRANSPORTATION

~~Commencing upon the Commencement Date, Transporter agrees to accept and receive daily on a firm basis in accordance with Rate Schedule FT-A, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.~~

- 2.1 Transportation Service – After receipt and acceptance by Transporter, in its sole determination, of all FERC and other authorizations necessary to provide service hereunder and the satisfactory completion by Transporter, in Transporter's sole determination, of the Project Facilities, beginning on the Commencement Date (as defined in Section 2.2 below), Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt, from Shipper or for Shipper's account, such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver or for the account of Shipper to the Point(s) of Delivery and Equivalent Quantity of gas.

2.2 COMMENCEMENT OF SERVICE - Upon completion of construction of the Project Facilities required to enable Transporter to render the transportation service described herein and after receipt and acceptance by Transporter of all FERC and other necessary authorizations, as further described in Section 2.1 above, Transporter will notify Shipper, in writing, of the date on which Transporter will be ready to commence transportation service under this Agreement (the "Commencement Date"). The Commencement Date shall be on the later of: (i) June 1, 2018; or (ii) the date on which Transporter is able to render service to Shipper using all of the Project Facilities. In no event shall the Commencement Date be prior to June 1, 2018, unless otherwise mutually agreed to, in writing, by Transporter and Shipper.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit A attached hereto.

ARTICLE IV

FACILITIES

Transporter shall construct, install, own and operate or otherwise acquire access to the all necessary facilities necessary for Transporter to receiverender the service provided for in this Agreement and deliver the gas as contemplated herein for Shipper's account at the Point(s) of Receipt and Point(s) of Delivery.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

6.1 TRANSPORTATION RATES - Commencing upon the Commencement Date, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates and Charges in Transporter's in Transporter's FERC Gas Tariff and in this Rate Schedule FT-A. Transporter and Shipper may mutually agree from time to time to discounted rates or Negotiated Rates for service provided hereunder in accordance with the provisions of Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, Extended Receipt and Delivery Service Volumes or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently

exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. -Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. -However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.

6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A ~~or any successor rate schedule~~, (b) the rate schedule(s) pursuant to which service hereunder is rendered, ~~and/or~~ (c) any provision of the General Terms and Conditions ~~of Transporter's FERC Gas Tariff~~ applicable to those rate schedules ~~or this Agreement~~. Transporter agrees that Shipper may protest or contest the aforementioned filings, ~~and/or~~ may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found ~~necessary~~ to assure Transporter just and reasonable rates.

~~6.4 [In the event that construction of facilities are required for Transporter to provide service under the Agreement and the precedent agreement or other related agreement between Transporter and Shipper contains credit support provisions related to service under the Agreement, the following language shall be included: Notwithstanding anything in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff to the contrary, and in lieu of the credit requirements set forth therein, the credit requirements applicable to this Agreement are set forth in [insert applicable section(s) of the precedent agreement and/or the related agreement and a description of such agreement(s)] and are incorporated herein by reference and made a part of this Agreement."]~~

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles VII and VIII, respectively, ~~of the General Terms and Conditions of Transporter's~~ the FERC Gas Tariff.

ARTICLE VIII

~~RATE SCHEDULE AND~~ GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions ~~of Transporter's FERC Gas Tariff~~ incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING
TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff ~~-Volume No. 1.~~

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place ~~by~~ the Commencement Date, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. ~~Shipper~~ agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (eb) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- 12.1 This ~~Agreement~~contract shall be effective as of the ~~date hereof. Service hereunder shall commence on the~~ Commencement Date, as defined in Article II, Section 2.2 hereof, and shall ~~continue~~remain in force and effect ~~until [when applicable, replace: "until" with "for a term of"] _____ ("Primary Term"),~~ unless modified as per Exhibit "B". ~~Any rights to Shipper's extension of this Agreement after the Primary Term shall be set forth in Exhibit "A" hereto.~~B. until the expiration of fifteen years following the Commencement Date ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, ~~if Exhibit "A" does not specify Shipper's extension rights under the Agreement, and that if the Primary Term is less than one year, then notice of termination may be provided via Transporter's interactive Website; provided further, that~~ if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's ~~FERC Gas Tariff~~ shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions ~~of Transporter's FERC Gas Tariff~~ applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.
P.O. Box 2511
Houston, Texas 77252-2511

Attention: Paul Smith, Director Business Development

SHIPPER: South Jersey Resources Group LLC

NOTICES: One North White Horse Pike
Hammonton, New Jersey 08037

Attention: Greg Nuzzo, SVP, President (gnuzzo@comcast.net)

BILLING: South Jersey Resources Group LLC
One North White Horse Pike
Hammonton, New Jersey 08037

Attention: Greg Nuzzo, SVP, President (gnuzzo@comcast.net)

or to such other address as either Party shall designate by formal written notice to the other

ARTICLE XIV

ASSIGNMENTS

14.1 ~~Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article VI, Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.~~

14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV

MISCELLANEOUS

15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

15.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through Transporter's Interactive Website and Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.

15.4 Exhibit "A" ~~and, when applicable, Exhibit "B"~~ attached hereto are incorporated herein by reference and made a part hereof for all purposes.

ARTICLE XVI

CREDITWORTHINESS

Notwithstanding anything in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's Tariff to the contrary, and in lieu of the credit requirements set forth in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's Tariff, Shipper shall be required to comply with the following credit requirements:

161 In exchange for Transporter's execution of the Precedent Agreement, this Agreement, the Negotiated Rate Agreement and any other related agreements, and as a condition precedent to Transporter's obligations pursuant to such agreements, Shipper shall satisfy the following credit assurance provisions as of the effective date of this Agreement, and shall have a continuing obligation to satisfy the credit assurance provisions of this Agreement throughout the term of this Agreement, and such provisions of the Negotiated Rate Agreement and any other related agreements as may be in effect from time to time.

162 Creditworthiness. Shipper shall be deemed creditworthy if:

1621 Shipper's senior unsecured debt is rated no lower than BBB- by Standard & Poor's Corporation ("S&P") and, to the extent rated by Moody's Investor Service ("Moody's"), at least Baa3 (the minimum credit ratings established herein shall be

referred to collectively as the "Minimum Credit Rating Standards"); provided, however, that if (a) the Shipper's S&P rating is BBB- or Shipper's Moody's rating is Baa3, and (b) the Shipper's short-term or long-term credit outlook is negative, Transporter may require further analysis as discussed below; AND

1622 2 h the event of a split rating from S&P and Moody's, the lower rating will be used; AND

1623 The sum of reservation fees for the contracts' term are less than 15% of the Shipper's or its guarantor's, as applicable, Tangible Net Worth;AND

1624 Shipper must not otherwise have exceeded its agreed available line of credit with Transporter, as determined by Transporter in its reasonable discretion, which such determination shall take into consideration, among other factors, all of Shipper's service agreements with Transporter.

For the purpose of this Section 16.2, the term "Tangible Net Worth" shall mean, for a corporation, the sum of the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts less goodwill, patents, unamortized loan costs or restructuring costs, and other intangible assets. Only actual tangible assets are included in Transporter's assessment of creditworthiness. In comparing the overall value of a Shipper's contract to Tangible Net Worth for credit evaluation purposes, Transporter will compare the net present value of the demand or reservation charge obligations under such contracts to Shipper's current Tangible Net Worth.

If, at any time, Shipper does not meet the credit standards set forth in this Section 16.2, Shipper shall be deemed "uncreditworthy."

163 f at any time Shipper becomes uncreditworthy pursuant to Section 16.2 above, then Shipper shall provide to Transporter credit assurance in an amount determined pursuant to Section 16.4 below and in the form of either: (i) a guaranty, in a form acceptable to Transporter, from a guarantor that meets the Minimum Credit Rating Standards set forth in Section 16.2; (ii) an irrevocable standby letter of credit, in a form acceptable to Transporter, from an institution acceptable to Transporter; or (iii) a cash security deposit.

The credit assurance to be provided to Transporter pursuant to this Section 16.3 shall continue in effect until (i) Shipper is deemed creditworthy as defined in Section 16.2 above, (ii) the execution of a credit agreement to replace this provision, or (iii) the end of the Primary Term, and full payment of all outstanding balances and charges and resolution of any asserted claims with respect thereto has been made by Shipper; provided, however, that at no time shall a non-creditworthy shipper provide Transporter with less than the generally applicable credit assurances in Article XXVI, Section 4.5 of the General Terms and Conditions of Transporter's Tariff.

164 To the extent Shipper is required to provide Transporter credit assurance pursuant to Section 16.3 above, then the amount of the credit assurance required to be provided by Shipper to Transporter at a given time shall be equal to the product of: (a) Shipper's monthly reservation rate, whether set forth in a negotiated rate agreement or otherwise; multiplied by (b) Shipper's TQ under this Agreement; multiplied by (c) the applicable number of months set forth in the following table:

<u>Begin Date</u>	<u>Credit Assurance Required</u>
<u>Commencement Date</u>	<u>\$17,080,292</u>
<u>7th Anniversary of the Commencement Date</u>	<u>\$5,693,431</u>

165 If Shipper does not remedy its failure to demonstrate or furnish acceptable credit assurance as required by this Article XXVI within ten (10) business days of receipt of written notice of such failure from Transporter, then Transporter shall, in addition to any other remedy available to Transporter, have the right to terminate this Agreement, the Negotiated Rate Agreement and/or any other related agreements in accordance with the terms of Transporter's Tariff upon thirty days written notice to Shipper.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly excuted as of the date first hereinabove writen.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

SHIPPER

BY: _____
Agent and Attorney-in-Fact

TITLE: _____
DATE: _____

— EXHIBIT A AMENDMENT
NO. _____
TO GAS TRANSPORTATION AGREEMENT
DATED June 1, 2018
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C. AND
SOUTH JERSEY RESOURCES GROUP LLC

Amendment Effective Date: June 1, 2018

Service Package: 337060

Service Package TQ: 39,000 Dth

<u>BEGINNING DATE</u>	<u>END NG DATE</u>	<u>METER</u>	<u>METER NAME</u>	<u>INTERCONNECT PARTY NAME</u>	<u>COUNTY</u>	<u>ST</u>	<u>ZONE</u>	<u>R/D</u>	<u>LEG</u>	<u>METER-TQ</u>
<u>06/01/2018</u>	<u>05/31/2033</u>	<u>47768</u>	<u>GIBSON</u>	<u>Williams</u>	<u>Susquehanna</u>	<u>PA</u>	<u>4</u>	<u>R</u>	<u>300</u>	<u>39,000</u>
<u>06/01/2018</u>	<u>05/31/2033</u>	<u>420245</u>	<u>COL GAS/TGP M L FORD PA BIG PIKE</u>	<u>COLUMBIA GAS</u>	<u>Pike</u>	<u>PA</u>	<u>4</u>	<u>D</u>	<u>300</u>	<u>39,000</u>

Total Receipt TQ: 39,000 Dth/day

Total Delivery TQ: 39,000 Dth/day

Number of Receipt Points: 1

Number of Delivery Points: 1

Other Provisions Permitted by Tariff under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

1. Extension Right

Shipper shall have a one-time right to extend the Primary Term of this Agreement for five (5) years (the Extended Term") provided that the Shipper notifies Transporter of its election to extend at least thirteen (13) months prior to the expiration of the Primary Term. The rate for such extension will be the applicable negotiated rate in effect during the Primary Term.

2. Contractual ROFR

If Shipper exercises its Extension Right as provided in Paragraph 1 immediately above to extend the Primary Term of this Agreement, then, notwithstanding anything in Article V, Section 4.1 of Transporter's Tariff to the contrary, Shipper shall have the right to extend the Agreement beyond the expiration of the Extended Term pursuant to the procedures set forth in Article V, Section 4.2 of Transporter's Tariff.