October 6, 2017

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

Re: Columbia Gas Transmission, LLC
Non-Conforming/Negotiated Rate Agreements Filing
Docket No. RP18-____-____

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”), and Part 154 of the Federal Energy Regulatory Commission’s (“Commission”) regulations, Columbia Gas Transmission, LLC (“Columbia”) hereby respectfully submits for filing and acceptance revised tariff section VIII.12 – Service Agreement Forms, Non-Conforming Service Agreements (“Section VIII.12”) to be part of its FERC Gas Tariff, Fourth Revised Volume No. 1 (“Tariff No. 1”), and revised Part 1 – Table of Contents (“Table of Contents”) as well as certain tariff records containing five (5) negotiated rate service agreements containing a non-conforming provision to be part of its FERC Gas Tariff, Original Volume No. 1.1 (“Tariff No. 1.1”), all of which are included as Appendix A.2 The revised tariff sections are being submitted to comply with the Commission’s January 19, 2017 Order Issuing Certificates and Approving Abandonment in Docket No. CP15-514-000.3 Columbia respectfully requests that the Commission accept the proposed tariff records, included as Appendix A, to become effective November 6, 2017, as further described below.

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

2 *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42. Order No. 714 states that “Negotiated rate agreements…need not be divided, but can be filed as entire documents.” The tariff records include five (5) Rate Schedule FTS service agreements (collectively, “Agreements”). Columbia has elected to file the Agreements included herein as whole documents in PDF format.
Statement of Nature, Basis and Reasons

Background

On June 8, 2015, Columbia filed an abbreviated application pursuant to sections 7(b) and 7(c) of the NGA" and Part 157 of the Commission’s regulations (“Certificate Application”), requesting authorization to construct and operate the Leach XPress Project (“Project”), in order to provide up to 1,530,000 dekatherms (“Dth”) per day of firm transportation service on Columbia’s system from the Appalachian Basin to certain Ohio Markets, Columbia’s TCO Pool, and an interconnection with Columbia Gulf Transmission, LLC (“Columbia Gulf”) near Leach, Kentucky. As part of its Certificate Application, Columbia submitted executed precedent agreements with Kaiser Marketing Appalachian, LLC, Gulfport Energy Corporation, Ascent Resources-Utica, LLC, Range Resources – Appalachia, LLC, and Noble Energy, Inc. (collectively, “Leach Shippers”).

On January 19, 2017, the Commission issued its Certificate Order authorizing Columbia to construct and operate the Project. As part of the Certificate Order, the Commission required that Columbia file the negotiated rate agreements or tariff records relating to the Project at least 30 days, but no more than 60 days, before the proposed effective date for such rates, anticipated to be November 6, 2017, the in-service date for the Project.

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6 The Project, located in West Virginia, Pennsylvania, and Ohio, includes two greenfield pipeline segments, two natural gas pipeline loops, three greenfield compressor stations, and three additional compressor units at existing stations, with certain of these pipeline and compression facilities designed to replace existing facilities proposed to be abandoned as part of the Project.
7 On July 29, 2015, Columbia Gulf filed an application in Docket No. CP15-539-000, requesting authorization to construct and operate the Rayne XPress Project, designed to provide additional firm transportation service from the Leach, Kentucky interconnect with Columbia.
8 The precedent agreements are the result of a non-binding open season held between December 3, 2013, and January 10, 2014 (“Open Season”).
date of the Project. Accordingly, Columbia is submitting the following Agreements, included herein as Appendix A, as negotiated rate agreements containing a non-conforming provision as further discussed below.

FTS Service Agreement No. 173274
Between Columbia and Gulfport Energy Corporation
Dated June 1, 2016
Tariff Record 4.2

FTS Service Agreement No. 172580
Between Columbia and Ascent Resources – Utica, LLC
Dated June 1, 2016
Tariff Record 4.8

FTS Service Agreement No. 173394
Between Columbia and Noble Energy, Inc.
Dated June 1, 2016
Tariff Record 4.24

FTS Service Agreement No. 173261
Between Columbia and Range Resources – Appalachia, LLC
Dated June 1, 2016
Tariff Record 4.31

FTS Service Agreement No. 173446
Between Columbia and Kaiser Marketing Appalachian, LLC
Dated June 1, 2016
Tariff Record 4.32

Non-Conforming Provision
The Agreements each contain a non-conforming provision in Section 2 (Term) stating that the Leach Shippers have the right, subject to certain conditions, to extend the term of their service agreement for two successive 5-year terms. Such extensions rights were set forth within the Open Season for the Project. Additionally, Columbia’s Tariff No. 1 provides that Columbia and a shipper have the right to renegotiate any of the terms of a long-term service agreement, including the rates to be charged, prior to the expiration of its terms in exchange for the shipper’s agreement to extend the use of at least part of its capacity. Thus, consistent with both the Open Season and Columbia’s Tariff No. 1, the extension right included in each of the Agreements gives the Leach Shippers the right to mutually agree to extend the term of the service

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9Certificate Order at P 52.
10Columbia Tariff No. 1, GT&C at 4.1(b)(1).
agreement. As such, the non-conforming provision does not confer benefits on the Leach Shippers that are not available to all shippers. Additionally, the Commission has previously permitted pipelines to include similar provisions in service agreements allowing shippers the right to extend the term of a service agreement.\textsuperscript{11} Accordingly, Columbia respectfully requests that the Commission accept this material deviation from Columbia’s \textit{pro forma} service agreement consistent with the above reasoning and its prior orders.

\textit{Negotiated Rate Agreements}

Additionally, the Agreements are being filed herein as service agreements containing negotiated rates.\textsuperscript{12} Columbia and the Leach Shippers have mutually agreed within Section 3 (Rates) of each agreement that each “[Leach] Shipper shall pay [Columbia] the negotiated rates and furnish retainage as set forth in the Negotiated Rate Letter Agreement attached hereto as Appendix B.” Appendix B for each Agreement, which is not part of Columbia’s \textit{pro forma} service agreement, contains a letter agreement between Columbia and each Leach Shipper setting forth the agreed-upon rates for firm service.

Columbia advises that no undisclosed agreements, etc., are linked to the Agreements.\textsuperscript{13} To conform with Order No. 714, Columbia is submitting the Agreements individually and in their entirety as tariff records. Additionally, a revised Table of Contents and Section VIII.12 are submitted herein as Appendix A to reflect the housing of the tariff records in Columbia’s Tariff No. 1.1 and Tariff No. 1, respectively. Each tariff record includes the original agreement and any subsequent amendments. Columbia is requesting that the Commission approve the tariff sections and Agreements (Appendix A tariff records 4.2, 4.8, 4.24, 4.31, and 4.32), to become effective November 6, 2017.

\textit{Request for Waiver and Effective Date}

Columbia respectfully requests that the Commission approve the Agreements, included as Appendix A, to become effective November 6, 2017, the anticipated in-service date of the Leach Project.


\textsuperscript{12}On October 31, 1996, in Docket No. RP96-390, the Commission approved Section VII.46 of the General Terms and Conditions of Columbia’s Tariff No. 1, which authorized Columbia to enter into negotiated rate agreements with its customers.

\textsuperscript{13}The Agreements provide all the information required by Section VII.46 of Columbia’s Tariff No. 1, including: (1) the exact legal name of the Shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) the receipt and delivery points; (5) the contract quantities.
Other Filings Which May Affect This Proceeding
There are no other filings before the Commission that may significantly affect the changes proposed herein.

Contents of Filing
In accordance with Section 154.7 of the Commission’s Regulations, Columbia Gas is submitting the following via its electronic tariff filing:

1. This transmittal letter;
2. Clean versions of the tariff sections and tariff records (Appendix A);
3. Marked versions of the tariff sections (Appendix B); and
4. Redlined versions of the tariff records (Appendix C).

Certificate of Service
As required by Sections 154.7(b) and 154.208 of the Commission’s regulations, copies of this filing are being served upon all parties in this proceeding, all of Columbia’s existing customers and interested state regulatory agencies. A copy of this letter, together with any other attachments, is available during regular business hours for public inspection at Columbia’s principal place of business.

Pursuant to Section 385.2005 and Section 385.2011, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. Additionally, the undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Joan Collins at (832) 320-5651.

Respectfully submitted,

COLUMBIA GAS TRANSMISSION, LLC

[Signature]
John A. Roscher
Director, Rates & Tariffs

Enclosures
Appendix A

Clean Tariff Sections

*Columbia Gas Transmission, LLC*
*FERC Gas Tariff, Fourth Revised Volume No. 1*

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

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

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Footnotes

1/ The Effective Date shall be the date the Leach XPress Project is placed into service.
2/ The Termination Date shall be 15 years after the Leach XPress Project is placed into service.
3/ The Termination Date shall be 16 years after the Leach XPress Project is placed into service.
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Section 3.10  Northeast Natural Energy, LLC – Contract No. 131579

Section 3.11  Reserved for Future Use

Section 3.12  Berry Energy, Inc. – Contract No. 10232

Section 3.13  Washington Gas Light – Contract No. 6800

Section 3.14  Washington Gas Light – Contract No. 7599

Section 3.14.01  Washington Gas Light Amendment – Contract No. 7599

Section 3.15  Reserved for Future Use

Section 3.16  Reserved for Future Use

Section 3.17  Reserved for Future Use

Section 3.18  Reserved for Future Use
<table>
<thead>
<tr>
<th>Section</th>
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<td>3.22</td>
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<td>4.2</td>
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<td>4.15</td>
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Section 4.16  Rice Drilling B LLC – Contract No. 151489

Section 4.17  Antero Resources Corporation – Contract No. 149759

Section 4.18  Antero Resources Corporation – Contract No. 149760

Section 4.19  SWN Energy Services Company, LLC – Contract No. 161147

Section 4.20  SWN Energy Services Company, LLC – Contract No. 161148

Section 4.21  South Jersey Resources Group, LLC – Contract No. 161144

Section 4.22  South Jersey Resources Group, LLC – Contract No. 163148

Section 4.23  Cabot Oil & Gas Corporation – Contract No. 161137

Section 4.24  Noble Energy, Inc. – Contract No. 173394

Section 4.25  New Jersey Natural Gas Company – Contract No. 161129

Section 4.26  New Jersey Natural Gas Company – Contract No. 161136

Section 4.27  South Jersey Gas Company – Contract No. 161135

Section 4.28  South Jersey Resources Group, LLC – Contract No. 169245

Section 4.29  Kentucky Power Company – Contract No. 173522

Section 4.30  Eclipse Resources Marketing, LP – Contract No. 180604

Section 4.31  Range Resources Appalachia, LLC – Contract No. 173261

Section 4.32  Kaiser Marketing Appalachian, LLC – Contract No. 173446

Section 5.  X-Rate Schedule Amendments

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

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

Section 5.3  Rate Schedule X-133 Amendment – Virginia Natural Gas
Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs
Proposed Effective Date: November 1, 2017
Service Agreement No. 173274 – Gulfport Energy Corporation
Option Code A
THIS AGREEMENT is made and entered into this 1st day of June, 2016, by and between COLUMBIA GAS TRANSMISSION, LLC (“Transporter”) and GULFPORT ENERGY CORPORATION (“Shipper”).

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

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter’s FERC Gas Tariff, Fourth Revised Volume No. 1 (“Tariff”), on file with the Federal Energy Regulatory Commission (“Commission”), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. Term. Notwithstanding Transporter anticipates that its Leach XPress Project (“Project”) shall be placed into service on or before November 1, 2017, this Agreement shall be effective as of the date that all of Transporter’s Leach XPress Project facilities necessary to provide firm transportation service to Shipper have been deemed by Transporter to be ready for service and FERC has been notified that the Project is complete and is ready to be placed into service (“Actual In-Service Date”), and shall remain in full force and effect for a term of fifteen (15) years (“Initial Term”) from the Actual In-Service Date. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission’s regulations and Transporter’s Tariff.

At the end of the Initial Term, Shipper shall have the right to extend its Service Agreement for one (1) or two (2) successive 5-year terms (each an “Extended Term”), exercisable no later than twelve (12) months prior to the expiration of the Initial Term and the first Extended Term, if applicable. Any Extended Term must be for a minimum quantity of 100,000 Dth/day and at the same rates and commercial terms contained herein. In addition to the rates applicable to Shipper’s Extended Term, Shipper shall pay all surcharges (excluding the Capital Cost Recovery Mechanism charges) applicable to Rate Schedule FTS that are set forth in the Tariff, without exception, as those surcharges may be amended, added or modified from time to time.
Section 3. Rates. Shipper shall pay Transporter the negotiated rates and furnish retainage as set forth in the Negotiated Rate Letter Agreement attached hereto as Appendix B.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Customer Services and notices to Shipper shall be addressed to it at Gulfport Energy Corporation, 14313 North May Avenue, Oklahoma City, OK 73134, Attention: Managing Director, Midstream Operations, until changed by either party by written notice.

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

GULFPORT ENERGY CORPORATION

By ____________________________
Title CEO AND PRESIDENT
Date 6/15/16

COLUMBIA GAS TRANSMISSION, LLC

By ____________________________
Title VICE PRESIDENT
Date 6/1/16
Appendix A to Service Agreement No. 173274
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
and Gulfport Energy Corporation ("Shipper")

**Transportation Demand**

<table>
<thead>
<tr>
<th>Begin Date</th>
<th>End Date</th>
<th>Transportation Demand</th>
<th>Recurrence Interval</th>
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<td>1/1</td>
<td>1/</td>
<td>100,000 Dth/day</td>
<td>1/1-12/31</td>
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**Primary Receipt Points**

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<th>Scheduling Point No.</th>
<th>Scheduling Point Name</th>
<th>Measuring Point No.</th>
<th>Measuring Point Name</th>
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<th>Minimum Receipt Pressure Obligation (psig)</th>
<th>Recurrence Interval</th>
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<td>TBD</td>
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<td>TBD</td>
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### Primary Delivery Points

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<th>Measuring Point Name</th>
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<th>Design Daily Delivery Quantity (Dth/day)</th>
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<td>TCO Leach</td>
<td>801</td>
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<td>2/</td>
<td>2/</td>
<td>1/1-12/31</td>
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</tbody>
</table>

1/ Per Section 2 of the Service Agreement.
2/ Application of MDDOs, DDQs and ADQs, minimum pressure and/or hourly flowrate shall be as follows:

The Master List of Interconnects ("MLI") as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

___ Yes _X_ No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

___ Yes _X_ No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

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

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

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

By:  
Title: CEO AND PRESIDENT  
Date: 6/15/16

COLUMBIA GAS TRANSMISSION, LLC

By:  
Title:  
Date: 6/1/16
RE: FTS Service Agreement No. 173274
Negotiated Rate Letter Agreement

Dear Ty:

This Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and Gulfport Energy Corporation ("Shipper"), shall set forth the applicable rates, calculations thereof, and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced Service Agreement. Transporter and Shipper may be referred to individually as a "Party" or collectively as the "Parties".

Shipper and Transporter hereby agree:

1. The "Negotiated Reservation Rates" during the Initial Term for the transportation service provided shall be those rates and terms agreed upon as set forth in Attachment B-1 hereto, as adjusted pursuant to Paragraph 2, if applicable.

2. Shipper’s Daily Demand Rate as set forth in Attachment B-1, shall be adjusted as follows:

To the extent Actual Project Costs (as defined below) exceed Estimated Project Costs (as defined below), Shipper’s Daily Demand Rate shall be multiplied by the Capital Cost Overrun Factor ("CCO Factor"). The CCO Factor shall be equal to 

$$1 + \left( \frac{CCO}{EPC} \times 50\% \right)$$

In no event shall the CCO Factor exceed 1.092.

To the extent Actual Project Costs (as defined below) are less than Estimated Project Costs (as defined below), Shipper’s Daily Demand Rate shall be multiplied by the Capital Cost Underrun Factor ("CCU Factor"). The CCU Factor shall be equal to 

$$1 - \left( \frac{CCU}{EPC} \times 50\% \right)$$

In no event shall the CCU Factor be less than .908.

Any such adjustment to Shipper’s Daily Demand Rate shall be effective prospectively beginning as soon as administratively feasible, but no later than the second anniversary date of the Actual In-Service Date and shall remain in effect for the balance of the Initial Term and any Extended Term Service.
"Actual Project Costs" or APC shall mean, subject to any limits on costs as set forth below, all costs and expenses incurred by Transporter, including trailing costs up to twelve months subsequent to the Actual In-Service Date, to complete the Project in the manner contemplated by the Precedent Agreement between TCO and Shipper, including but not limited to (a) all costs and expenses incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, including all compression costs, (b) all costs and expenses incurred for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs, and (d) an allowance for funds used during construction ("AFUDC") computed in accordance with regulations of the FERC. Transporter shall maintain books and records reasonably necessary for Shipper to verify the APC. The Parties acknowledge that Transporter’s formal books and records that conform to the FERC and accounting policies and guidelines may not match the APC used to determine Shipper’s adjusted Daily Demand Rate.

"Capital Cost Overrun" or “CCO” shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs exceed Estimated Project Costs.

"Capital Cost Underrun" or “CCU” shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs are less than Estimated Project Costs.

"Estimated Project Costs" or “EPC” shall mean all costs and expenses that are projected to be incurred by Transporter to complete the Project in the manner contemplated by the Precedent Agreement between TCO and Shipper, including but not limited to (a) all costs and expenses projected to be incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, (b) all costs and expenses projected to be incurred for environmental, right-of-way, legal, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs and (d) AFUDC computed in accordance with the regulations of the FERC, and (e) a contingency amount equal to at least 10% of the total EPC. For purposes of determining the adjustment to Shipper’s Daily Demand Rate pursuant to this provision, the Parties agree that the Estimated Project Costs shall equal $1,420,000,000, which was presented to and approved by NiSource Inc.’s board of directors for authorization of the Project on August 4, 2014.

Shipper shall have one-time right, exercised no later than six (6) months after the Actual In-Service Date of the Project, to review Transporter’s books and records as reasonably necessary to verify Project costs for purposes of this provision.
Appendix B to Service Agreement No. 173274

Accepted and agreed to this 15th day of June, 2016

Gulfport Energy Corporation
By:  
Title: CEO AND PRESIDENT
Date: 6/15/16

Columbia Gas Transmission, LLC
By:  
Title: VICE PRESIDENT
Date: 6/1/16
ATTACHMENT B-1
NEGOTIATED RESERVATION RATES

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<th>Primary Receipt Point(s)*</th>
<th>Primary Delivery Point(s)*</th>
<th>Transportation Demand (Dth/day)</th>
<th>Term</th>
<th>Daily Demand Rate**</th>
<th>Daily Commodity Rate**</th>
<th>Rate Schedule</th>
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<td>maximum applicable</td>
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* Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of TCO's FERC Gas Tariff, at no incremental charge. The Clarington primary receipt point shall be a mutually agreed upon point of interconnection between TCO and Shipper or third party, into TCO's proposed new high pressure pipeline to be located at or near Clarington, Ohio, as part of TCO's Leach XPress Project. For the avoidance of doubt, all interconnection costs (including, but not limited to, metering facilities) are the sole responsibility (financially or otherwise) of Shipper.

** In addition, Shipper shall pay all applicable demand and commodity surcharges specified under Rate Schedule FTS, as such may change from time to time, with the exception of the Capital Cost Recovery Mechanism (CCRM) surcharge.

In addition to the rates above, Shipper will pay the fuel retention applicable to Rate Schedule FTS, as such may change from time to time.
Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs
Proposed Effective Date: November 1, 2017
Service Agreement No. 172580 – Ascent Resources – Utica, LLC
Option Code A
FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of June, 2016, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and ASCENT RESOURCES - UTICA, LLC ("Shipper").

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

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. Term. Notwithstanding Transporter anticipates that its Leach XPress Project ("Project") shall be placed into service on or before November 1, 2017, this Agreement shall be effective as of the date that all of Transporter's Leach XPress Project facilities necessary to provide firm transportation service to Shipper have been deemed by Transporter to be ready for service and FERC has been notified that the Project is complete and is ready to be placed into service ("Actual In-Service Date"), and shall remain in full force and effect for a term of fifteen (15) years ("Initial Term") from the Actual In-Service Date. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

At the end of the Initial Term, Shipper shall have the right to extend its Service Agreement for one (1) or two (2) successive 5-year terms (each an "Extended Term"), exercisable no later than twelve (12) months prior to the expiration of the Initial Term and the first Extended Term, if applicable. Any Extended Term must be for a minimum quantity of 100,000 Dth/day and at the same rates and commercial terms contained herein. Provided, however, if Shipper elects to extend the Initial Term at a quantity less than its Initial Term quantity, then such reduced quantity for the first Extended Term shall become the maximum quantity for any second Extended Term. In addition to the rates applicable to Shipper’s Extended Term, Shipper shall pay all surcharges (excluding the Capital Cost Recovery Mechanism charge) applicable to Rate Schedule FTS that

Service Agreement No. 172580
Revision No. 0
are set forth in the Tariff, without exception, as those surcharges may be amended, added or modified from time to time.

Section 3. Rates. Shipper shall pay Transporter the negotiated rates and furnish retainage as set forth in the Negotiated Rate Letter Agreement attached hereto as Appendix B.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Customer Services and notices to Shipper shall be addressed to it at Ascent Resources - Utica, LLC, 301 NW 63rd Street, Suite 600, Oklahoma City, OK 73116, Attention: Director Marketing and Midstream, until changed by either party by written notice.

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

ASCENT RESOURCES - UTICA, LLC
By
Title General Counsel
Date 6-15-16

COLUMBIA GAS TRANSMISSION, LLC
By
Title VICE PRESIDENT
Date 6/11/16
Appendix A to Service Agreement No. 172580
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
and Ascent Resources - Utica, LLC ("Shipper")

Transportation Demand

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Primary Receipt Points

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<th>Minimum Receipt Pressure Obligation (psig)</th>
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Per Section 2 of the Service Agreement.

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

The Master List of Interconnects ("MLI") as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

Yes ☑ No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Yes ☑ No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

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

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

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

ASCENT RESOURCES - UTICA, LLC
By: [Signature]
Title: [Title]
Date: 6-15-16

COLUMBIA GAS TRANSMISSION, LLC
By: [Signature]
Title: [Title]
Date: 6-11-16
June 30, 2017

Ascent Resources – Utica, LLC
301 NW 63rd Street,
Suite 600
Oklahoma City, OK 73116
Attention: Jim Johnson

RE: FTS Service Agreement No. 172580
First Amendment to Negotiated Rate Letter Agreement (the “First Amendment”)

Dear Jim:

This First Amendment to the Negotiated Rate Letter Agreement (the “Agreement”), dated June 1, 2016 between Columbia Gas Transmission, LLC (“Transporter”) and Ascent Resources – Utica, LLC (“Shipper”), shall set forth the revised applicable rates, for the transportation service provided by Columbia to Shipper pursuant to the above-referenced Service Agreement.

Shipper and Transporter hereby agree:

1. Section 2 of the Agreement is superseded and replaced in its entirety with the following:

Shipper’s “Daily Demand Rates” as set forth in Attachment B-1 hereto shall be adjusted as follows:

To the extent Actual Project Costs (as defined below) exceed Estimated Project Costs (as defined below), Shipper’s Daily Demand Rate shall be multiplied by the Capital Cost Overrun Factor (“CCO Factor”). The CCO Factor shall be equal to 1 + [(CCO/EPC) X 50%]. In no event shall the CCO Factor exceed 1.0879.

To the extent Actual Project Costs (as defined below) are less than Estimated Project Costs (as defined below), Shipper’s Daily Demand Rate shall be multiplied by the Capital Cost Underrun Factor (“CCU Factor”). The CCU Factor shall be equal to 1 - [(CCU/EPC) X 50%]. In no event shall the CCU Factor be less than .9121.

Any such adjustment to Shipper’s Daily Demand Rate shall be effective prospectively beginning as soon as administratively feasible, but no later than the second anniversary date of the Actual In-Service Date and shall remain in effect for the balance of the Initial Term and any Extended Term Service.
“Actual Project Costs” or APC shall mean, subject to any limits on costs as set forth below, all costs and expenses incurred by Transporter including trailing costs up to twelve months subsequent to the Actual In-Service Date, to complete the Project in the manner contemplated by this Precedent Agreement, including but not limited to (a) all costs and expenses incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, including all compression costs, (b) all costs and expenses incurred for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs, and (d) an allowance for funds used during construction (“AFUDC”) computed in accordance with regulations of the FERC. Transporter shall maintain books and records reasonably necessary for Shipper to verify the APC. The Parties acknowledge that Transporter’s formal books and records that conform to the FERC and accounting policies and guidelines may not match the APC used to determine Shipper’s adjusted Daily Demand Rate.

“Capital Cost Overrun” or “CCO” shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs exceed Estimated Project Costs.

“Capital Cost Underrun” or “CCU” shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs are less than Estimated Project Costs.

“Estimated Project Costs” or “EPC” shall mean all costs and expenses that are projected to be incurred by Transporter to complete the Project in the manner contemplated by this Agreement, including but not limited to (a) all costs and expenses projected to be incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, (b) all costs and expenses projected to be incurred for environmental, right-of-way, legal, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs and (d) AFCUDC computed in accordance with the regulations of the FERC, and (e) a contingency amount equal to at least 10% of the total EPC. For purposes of determining the adjustment to Shipper’s Daily Demand Rate pursuant to this provision, the Parties agree that the Estimated Project Costs shall equal $1,420,000,000, which was presented to and approved by NiSource Inc.’s board of directors for authorization of the Project on August 4, 2014.

Shipper shall have one-time right, exercised no later than thirteen (13) months after the Actual In-Service Date of the Project, to review Transporter’s books and records as reasonably necessary to verify Project costs for purposes of this provision.
2. Attachment B-1 to the Agreement is superseded and replaced in its entirety with the Attachment B-1 attached hereto and made a part hereof.

3. Except as expressly modified and amended by this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect and binding on the Parties.

Accepted and agreed to this ___ day of ___, 20__

Ascent Resources – Utica, LLC
By: James Johnson
Title: Sr. Vice President, Marketing & Midstream
Date: June 27, 2017

Columbia Gas Transmission, LLC
By: Russell A. Mahan
Title: Vice President
Date: 6/26/17

By: James R. Eckert
Title: Vice President
Date: 6/28/17
ATTACHMENT B-1
NEGOTIATED RESERVATION RATES

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)*</th>
<th>Primary Delivery Point(s)*</th>
<th>Transportation Demand (Dth/day)</th>
<th>Term</th>
<th>Daily Demand Rate</th>
<th>Daily Commodity Rate</th>
<th>Rate Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clarington (meter no. ___)</td>
<td>TCO Pool (meter no. ____)</td>
<td>200,000 Dth/day</td>
<td>15 years from Actual In-Service Date</td>
<td>$0.5690</td>
<td>maximum applicable</td>
<td>FTS</td>
</tr>
<tr>
<td>Clarington (meter no. ___)</td>
<td>Ohio Market Area Deliveries (as listed below)</td>
<td>161,759 Dth/day</td>
<td>15 years from Actual In-Service Date</td>
<td>$0.5690</td>
<td>maximum applicable</td>
<td>FTS</td>
</tr>
</tbody>
</table>

* Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of TCO’s FERC Gas Tariff, at no incremental charge.

** In addition, Shipper shall pay all applicable demand and commodity surcharges specified under Rate Schedule FTS, as such may change from time to time, with the exception of the Capital Cost Recovery Mechanism (CCRM) surcharge.

Ohio Market Area Deliveries:

<table>
<thead>
<tr>
<th>Market Area</th>
<th>Transport Demand</th>
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<tr>
<td>2</td>
<td>7,357</td>
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<td>4</td>
<td>7,012</td>
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<td>7</td>
<td>16,522</td>
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<td>8</td>
<td>47,228</td>
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<tr>
<td>9</td>
<td>23,403</td>
</tr>
<tr>
<td>Total</td>
<td>161,759</td>
</tr>
</tbody>
</table>

In addition to the rates above, Shipper will pay the fuel retention applicable to Rate Schedule FTS, as such may change from time to time.
Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs
Proposed Effective Date: November 1, 2017
Service Agreement No. 173394 – Noble Energy, Inc
Option Code A
Service Agreement No. 173394
Revision No. 0

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ______ day of June, 2016, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and NOBLE ENERGY, INC. ("Shipper").

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

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. Term. Notwithstanding that Transporter anticipates its Leach XPress Project ("Project") shall be placed into service on or before November 1, 2017, this Agreement shall be effective as of the date that all of Transporter's Leach XPress Project facilities necessary to provide firm transportation service to Shipper have been deemed by Transporter to be ready for service and FERC has been notified that the Project is complete and is ready to be placed into service ("Actual In-Service Date"), and shall remain in full force and effect for a term of fifteen (15) years ("Initial Term") from the Actual In-Service Date. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

At the end of the Initial Term, Shipper shall have the right to extend its Service Agreement for one (1) or two (2) successive 5-year terms (each an "Extended Term"), exercisable no later than twelve (12) months prior to the expiration of the Initial Term and the first Extended Term, if applicable. Any Extended Term must be for a minimum quantity of 100,000 Dth/day and at the same rates and commercial terms contained herein. Provided, however, if Shipper elects to extend the Initial Term at a quantity less than its Initial Term quantity, then such reduced quantity for the first Extended Term shall become the maximum quantity for any second Extended Term. In addition to the rates applicable to Shipper's Extended Term, Shipper shall pay all surcharges (excluding the Capital Cost Recovery Mechanism charges) applicable to Rate Schedule FTS that
are set forth in the Tariff, without exception, as those surcharges may be amended, added or modified from time to time.

Section 3. Rates. Shipper shall pay Transporter the negotiated rates and furnish retainage as set forth in the Negotiated Rate Letter Agreement attached hereto as Appendix B.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Customer Services and notices to Shipper shall be addressed to it at Noble Energy, Inc., 100 Glenborough Drive, Suite 100, Houston, TX 77067, Attention: Senior Origination Manager, until changed by either party by written notice.

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

Noble Energy, Inc.
By __________________________
Title Vice President Land
Date June 15, 2016

Columbia Gas Transmission, LLC
By __________________________
Title Vice President
Date 6/1/16
Appendix A to Service Agreement No. 173394
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
and Noble Energy, Inc. ("Shipper")

**Transportation Demand**

<table>
<thead>
<tr>
<th>Begin Date</th>
<th>End Date</th>
<th>Transportation Demand</th>
<th>Recurrence Interval</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1</td>
<td>1/1</td>
<td>200,000</td>
<td>1/1-12/31</td>
</tr>
</tbody>
</table>

**Primary Receipt Points**

<table>
<thead>
<tr>
<th>Begin Date</th>
<th>End Date</th>
<th>Scheduling Point No.</th>
<th>Scheduling Point Name</th>
<th>Measuring Point No.</th>
<th>Measuring Point Name</th>
<th>Maximum Daily Quantity (Dth/day)</th>
<th>Minimum Receipt Pressure Obligation (psig)</th>
<th>Recurrence Interval</th>
</tr>
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<tbody>
<tr>
<td>1/1</td>
<td>1/1</td>
<td>TBD</td>
<td>Majorsville</td>
<td>TBD</td>
<td>Majorsville</td>
<td>135,000</td>
<td>1075</td>
<td>1/1-12/31</td>
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<tr>
<td>1/1</td>
<td>1/1</td>
<td>642824</td>
<td>Mobley</td>
<td>642824</td>
<td>Mobley</td>
<td>15,000</td>
<td>2/</td>
<td>1/1-12/31</td>
</tr>
<tr>
<td>1/1</td>
<td>1/1</td>
<td>642645</td>
<td>Sherwood 1</td>
<td>642645</td>
<td>Sherwood 1</td>
<td>50,000</td>
<td>2/</td>
<td>1/1-12/31</td>
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</tbody>
</table>
Primary Delivery Points

<table>
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<tr>
<th>Scheduling Point No.</th>
<th>Scheduling Point Name</th>
<th>Measuring Point No.</th>
<th>Measuring Point Name</th>
<th>Maximum Daily Delivery</th>
<th>Design Daily Quantity</th>
<th>Minimum Daily Delivery Pressure</th>
<th>Obligation (Dth/day)</th>
<th>Obligation (psig)</th>
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<tr>
<td>801</td>
<td>TCO Leach</td>
<td>801</td>
<td>TCO Leach</td>
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<td>2/</td>
<td>2/</td>
<td>1/1-12/31</td>
<td>2/</td>
<td></td>
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</tbody>
</table>

1/ Per Section 2 of the Service Agreement.
2/ Application of MDDOs, DDQs and ADQs. minimum pressure and/or hourly flowrate shall be as follows:

The Master List of Interconnects ("MLI") as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

__ Yes __ X __ No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

__ Yes __ X __ No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

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

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

__ Yes __ X __ No (Check applicable blank) This Service Agreement covers off-system capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this off-system capacity are limited as provided for in General Terms and Conditions Section 47.
Appendix B to Service Agreement No. 173394

June 1, 2016

Noble Energy, Inc.
100 Glenborough Drive, Suite 100
Houston, TX 77067
Attention: Jay Smith

RE: FTS Service Agreement No. 173394
Negotiated Rate Letter Agreement

Dear Jay:

This Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC ("Transporter") and Noble Energy, Inc. ("Shipper"), shall set forth the applicable rates, calculations thereof, and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced Service Agreement. Transporter and Shipper may be referred to individually as a “Party” or collectively as the “Parties”.

Shipper and Transporter hereby agree:

1. The “Negotiated Reservation Rates” during the Initial Term for the transportation service provided shall be those rates and terms agreed upon as set forth in Attachment B-1 hereto, as adjusted pursuant to Paragraph 2, if applicable.

2. Shipper’s “Daily Demand Rates” as set forth in Attachment B-1 hereto shall be adjusted as follows:

   To the extent Actual Project Costs (as defined below) exceed Estimated Project Costs (as defined below), Shipper’s Daily Demand Rate shall be multiplied by the Capital Cost Overrun Factor (“CCO Factor”). The CCO Factor shall be equal to 

   \[ 1 + \left( \frac{CCO}{EPC} \right) \times 50\% \]

   In no event shall the CCO Factor exceed (i) 1.0885, in the case of the 135,000 Dth/d of Majorsville capacity, and (ii) 1.0909, in the case of the 15,000 Dth/d of Mobley capacity and 50,000 Dth/d of Sherwood capacity.

   To the extent Actual Project Costs (as defined below) are less than Estimated Project Costs (as defined below), Shipper’s Daily Demand Rate shall be multiplied by the Capital Cost Underrun Factor (“CCU Factor”). The CCU Factor shall be equal to 

   \[ 1 - \left( \frac{CCU}{EPC} \right) \times 50\% \]

   In no event shall the CCU Factor be less than (i) 0.9115, in the case of the 135,000 Dth/d of Majorsville capacity, and (ii) 0.9091, in the case of the 15,000 Dth/d of Mobley capacity and 50,000 Dth/d of Sherwood capacity.

   Any such adjustment to Shipper’s Daily Demand Rate shall be effective prospectively beginning as soon as administratively feasible, but no later than the
Appendix B to Service Agreement No. 173394

second anniversary date of the Actual In-Service Date and shall remain in effect for the balance of the Initial Term and any Extended Term Service.

"Actual Project Costs" or APC shall mean, subject to any limits on costs as set forth below, all costs and expenses incurred by TCO, including trailing costs up to twelve months subsequent to the Actual In-Service Date, to complete the Project in the manner contemplated by the Precedent Agreement between TCO and Shipper, including but not limited to (a) all costs and expenses incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, including all compression costs, (b) all costs and expenses incurred for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs, and (d) an allowance for funds used during construction ("AFUDC") computed in accordance with regulations of the FERC. Notwithstanding the foregoing, TCO shall exclude from the APC all incremental costs related to the Majorsville Booster Compression. TCO shall maintain books and records reasonably necessary for Shipper to verify the APC. The Parties acknowledge that TCO's formal books and records that conform with the FERC and accounting policies and guidelines may not match the APC used to determine Shipper's adjusted Daily Demand Rate.

"Capital Cost Overrun" or "CCO" shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs exceed Estimated Project Costs.

"Capital Cost Underrun" or "CCU" shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs are less than Estimated Project Costs.

"Estimated Project Costs" or "EPC" shall mean all costs and expenses that are projected to be incurred by Transporter to complete the Project in the manner contemplated by the Precedent Agreement between TCO and Shipper, including but not limited to (a) all costs and expenses projected to be incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, (b) all costs and expenses projected to be incurred for environmental, right-of-way, legal, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs and (d) AFUDC computed in accordance with the regulations of the FERC, and (e) a contingency amount equal to at least 10% of the total EPC. Notwithstanding the foregoing, TCO shall exclude from the EPC all incremental costs related to the Majorsville Booster Compression. For purposes of determining the adjustment to Shipper's Daily Demand Rate pursuant to this provision, the Parties agree that the Estimated Project Costs shall equal $1,420,000,000, which was presented to and approved by NiSource Inc.'s board of directors for authorization of the Project on August 4, 2014.
Appendix B to Service Agreement No. 173394

Shipper shall have one-time right, exercised no later than thirteen (13) months after the Actual In-Service Date of the Project, to review TCO's books and records as reasonably necessary to verify Project costs for purposes of this provision.
Appendix B to Service Agreement No. 173394

Accepted and agreed to this 1st day of June, 2016

Noble Energy, Inc.
By: [Signature]
Title: Vice President - Land & Marketing
Date: June 15, 2016

Columbia Gas Transmission, LLC
By: [Signature]
Title: Vice President
Date: 6/1/16
ATTACHMENT B-1
NEOTIATED RESERVATION RATES

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)*</th>
<th>Primary Delivery Point(s)*</th>
<th>Transportation Demand (Dth/day)</th>
<th>Term</th>
<th>Daily Demand Rate**</th>
<th>Daily Commodity Rate**</th>
<th>Rate Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobley (meter no. 642824)</td>
<td>Leach (meter no. 801)</td>
<td>15,000 Dth/day</td>
<td>15 years from Actual In-Service Date</td>
<td>$0.55</td>
<td>maximum applicable</td>
<td>FTS</td>
</tr>
<tr>
<td>Majorsville (meter no. TBD)</td>
<td>Leach (meter no. 801)</td>
<td>135,000 Dth/day</td>
<td>15 years from Actual In-Service Date</td>
<td>$0.565</td>
<td>maximum applicable</td>
<td>FTS</td>
</tr>
<tr>
<td>Sherwood (meter no. 642645)</td>
<td>Leach (meter no. 801)</td>
<td>50,000 Dth/day</td>
<td>15 years from Actual In-Service Date</td>
<td>$0.55</td>
<td>maximum applicable</td>
<td>FTS</td>
</tr>
</tbody>
</table>

* Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of TCO's FERC Gas Tariff, at no incremental charge. The Majorsville Primary Receipt Point shall be a TCO-MarkWest mutually agreed upon point of interconnection between the Project and the MW Facility, provided however, that TCO shall use commercially reasonable efforts to construct the Project's pipeline, including an interconnection riser, to the MW Facility property line for interconnection purposes. As part of the Project's facilities, TCO shall construct the necessary compression at Lone Oak to require Shipper's deliveries at its Majorsville Primary Receipt Point into the Project to overcome a prevailing line pressure of no more than 1075 psig. Notwithstanding any other provision herein, Shipper shall be solely responsible (financially and otherwise) for any arrangements and/or agreements, including all interconnection and metering facilities (except for an interconnection riser, that TCO shall provide), upstream of the Majorsville Primary Receipt Point.

** In addition, Shipper shall pay all applicable demand and commodity surcharges specified under Rate Schedule FTS, as such may change from time to time, with the exception of the Capital Cost Recovery Mechanism (CCRM) surcharge.

In addition to the rates above, Shipper will pay the fuel retention applicable to Rate Schedule FTS, as such may change from time to time.
Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs
Proposed Effective Date: November 1, 2017
Service Agreement No. 173261 – Range Resources - Appalachia, LLC
Option Code A
THIS AGREEMENT is made and entered into this 1st day of June, 2016, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and RANGE RESOURCES - APPALACHIA, LLC ("Shipper").

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

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. Term. Notwithstanding Transporter anticipates that its Leach XPress Project ("Project") shall be placed into service on or before November 1, 2017, this Agreement shall be effective as of the date that all of Transporter's Leach XPress Project facilities necessary to provide firm transportation service to Shipper have been deemed by Transporter to be ready for service and FERC has been notified that the Project is complete and is ready to be placed into service ("Actual In-Service Date"), and shall remain in full force and effect for a term of fifteen (15) years ("Initial Term") from the Actual In-Service Date. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

At the end of the Initial Term, Shipper shall have the right to extend its Service Agreement for one (1) or two (2) successive five year terms (each an "Extended Term"), exercisable no later than twelve (12) months prior to the expiration of the Initial Term and the first Extended Term, if applicable. Any Extended Term must be for a minimum quantity of 200,000 Dth/day and at the same rates and commercial terms contained herein. Provided, however, if Shipper elects to extend the Initial Term at a quantity less than its Initial Term quantity, then such reduced quantity for the first Extended Term shall become the maximum quantity for any second Extended Term. In addition to the rates applicable to Shipper's Extended Term, Shipper shall pay all surcharges (excluding the Capital Cost Recovery Mechanism charges) applicable to Rate Schedule FTS that
are set forth in the Tariff, without exception, as those surcharges may be amended, added or modified from time to time.

Section 3. Rates. Shipper shall pay Transporter the negotiated rates and furnish retainage as set forth in the Negotiated Rate Letter Agreement attached hereto as Appendix B.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Customer Services and notices to Shipper shall be addressed to it at Range Resources - Appalachia, LLC, 3000 Town Center Blvd., Canonsburg, PA 15317, Attention: Curtis Tipton, until changed by either party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): N/A. Furthermore, Transporter and Shipper acknowledge and agree that (a) the act of executing this Service Agreement does not serve to terminate the “Leach XPress Project Precedent Agreement” between Transporter and Shipper dated February 28, 2014, as amended on April 17, 2015 (“Precedent Agreement”) and (b) this Service Agreement remains subject to such Precedent Agreement until the Precedent Agreement’s termination.

RANGE RESOURCES - APPALACHIA, LLC

COLUMBIA GAS TRANSMISSION, LLC

By: [Signature]
Title: [Position]
Date: 7-1-2016

By: [Signature]
Title: [Position]
Date: 7/7/16
Appendix A to Service Agreement No. 173261
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
and Range Resources - Appalachia, LLC ("Shipper")

**Transportation Demand**

<table>
<thead>
<tr>
<th>Begin Date</th>
<th>End Date</th>
<th>Transportation Demand (Dth/day)</th>
<th>Recurrence Interval</th>
</tr>
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<tr>
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<td>1/12</td>
<td>300,000</td>
<td>1/1-12/31</td>
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</table>

**Primary Receipt Points**

<table>
<thead>
<tr>
<th>Begin Date</th>
<th>End Date</th>
<th>Scheduling Date</th>
<th>Scheduling Point Name</th>
<th>Measuring Point No.</th>
<th>Measuring Point Name</th>
<th>Maximum Daily Quantity (Dth/day)</th>
<th>Minimum Receipt Pressure Obligation (psig)</th>
<th>Recurrence Interval</th>
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<tr>
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<td>TBD</td>
<td>Majorsville</td>
<td>TBD</td>
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<td>1/1-12/31</td>
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### Primary Delivery Points

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<th>End Date</th>
<th>Scheduling Point No.</th>
<th>Scheduling Point Name</th>
<th>Measuring Point No.</th>
<th>Measuring Point Name</th>
<th>Maximum Daily Delivery Obligation (Dth/day)</th>
<th>Design Daily Quantity (Dth/day)</th>
<th>Minimum Delivery Pressure Obligation (psig)</th>
<th>Recurrence Interval</th>
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<tbody>
<tr>
<td>1/1</td>
<td>1/1</td>
<td>801</td>
<td>TCO Leach</td>
<td>801</td>
<td>TCO Leach</td>
<td>300,000</td>
<td>2/</td>
<td>2/</td>
<td>1/1-12/31</td>
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</tbody>
</table>

1/ Per Section 2 of the Service Agreement.
2/ Application of MDDOs, DDQs and ADQs, minimum pressure and/or hourly flowrate shall be as follows: N/A
3/ See Attachment B-1, footnote "*".

The Master List of Interconnects ("MLI") as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

---

**Yes** _X_ No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

---

**Yes** _X_ No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

---

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

---

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

---

**Yes** _X_ No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.
Appendix B to Service Agreement No. 173261

June 1, 2016

Range Resources - Appalachia, LLC
3000 Town Center Blvd.
Canonsburg, PA 15317
Attention: Curtis Tipton

RE: FTS Service Agreement No. 173261
Negotiated Rate Letter Agreement

Dear Curtis:

This Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and Range Resources - Appalachia, LLC ("Shipper"), shall set forth the applicable rates, calculations thereof, and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced Service Agreement. Transporter and Shipper may be referred to individually as a "Party" or collectively as the "Parties".

Shipper and Transporter hereby agree:

1. The "Negotiated Reservation Rates" for the transportation service provided shall be those rates and terms agreed upon as set forth in Attachment B-1 hereto, as adjusted pursuant to Paragraph 2, if applicable.

2. Shipper's "Daily Demand Rates" as set forth in Attachment B-1 hereto shall be adjusted as follows:

To the extent Actual Project Costs (as defined below) exceed Estimated Project Costs (as defined below), Shipper's Daily Demand Rate shall be multiplied by the Capital Cost Overrun Factor ("CCO Factor"). The CCO Factor shall be equal to 1 + [(CCO/EPC) X 50%]. In no event shall the CCO Factor exceed 1.0885.

To the extent Actual Project Costs (as defined below) are less than Estimated Project Costs (as defined below), Shipper's Daily Demand Rate shall be multiplied by the Capital Cost Underrun Factor ("CCU Factor"). The CCU Factor shall be equal to 1 - [(CCU/EPC) X 50%]. In no event shall the CCU Factor be less than .9115.

Any such adjustment to Shipper's Daily Demand Rate shall be effective prospectively beginning as soon as administratively feasible, but no later than the second anniversary date of the Actual In-Service Date and shall remain in effect for the balance of the Initial Term and any Extended Term Service.

[Signature]
"Actual Project Costs" or APC shall mean, subject to any limits on costs as set forth below, all costs and expenses incurred by TCO, including trailing costs up to twelve months subsequent to the Actual In-Service Date, to complete the Project in the manner contemplated by the Precedent Agreement between TCO and Shipper, including but not limited to (a) all costs and expenses incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, including all compression costs, (b) all costs and expenses incurred for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs, and (d) an allowance for funds used during construction ("AFUDC") computed in accordance with regulations of the FERC. Notwithstanding the foregoing, TCO shall exclude from the APC all incremental costs (direct, allocated and indirect) related to the Majorsville Booster Compression. TCO shall maintain books and records reasonably necessary for Shipper to verify the APC. The Parties acknowledge that TCO's formal books and records that conform with the FERC and accounting policies and guidelines may not match the APC used to determine Shipper's adjusted Daily Demand Rate.

"Capital Cost Overrun" or "CCO" shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs exceed Estimated Project Costs.

"Capital Cost Underrun" or "CCU" shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs are less than Estimated Project Costs.

"Estimated Project Costs" or "EPC" shall mean all costs and expenses that are projected to be incurred by Transporter to complete the Project in the manner contemplated by the Precedent Agreement between TCO and Shipper, including but not limited to (a) all costs and expenses projected to be incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, including all compression costs, (b) all costs and expenses projected to be incurred for environmental, right-of-way, legal, consultant, construction, management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs and (d) AFUDC computed in accordance with the regulations of the FERC, and (e) a contingency amount equal to at least 10% of the total EPC. Notwithstanding the foregoing, TCO shall exclude from the EPC all incremental costs (direct, and allocated and indirect) related to the Majorsville Booster Compression. For purposes of determining the adjustment to Shipper's Daily Demand Rate pursuant to this provision, the Parties agree that the Estimated Project Costs shall equal $1,420,000,000, which was presented to and approved by Nisource Inc.'s board of directors for authorization of the Project on August 4, 2014.
Appendix B to Service Agreement No. 173261

"Majorsville Booster Compression" shall mean compression at TCO's proposed Lone Oak compressor station, or other similar required compression as determined by TCO, to enable Shipper to deliver gas at the above-referenced Primary Receipt Point into TCO as part of the Project without requiring Shipper to exceed a maximum pressure of 1075 psig at such Primary Receipt Point for Shipper to effectuate such deliveries into TCO.

Shipper shall have one-time right, exercised no later than thirteen (13) months after the Actual In-Service Date of the Project, to review TCO's books and records as reasonably necessary to verify Project costs for purposes of this provision.

Accepted and agreed to this 1st day of June, 2016

Range Resources - Appalachia, LLC
By: [Signature]
Title: [Title]

Columbia Gas Transmission, LLC
By: [Signature]
Title: [Title]
**ATTACHMENT B-1**

**NEGOTIATED RESERVATION RATES**

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)*</th>
<th>Primary Delivery Point(s)*</th>
<th>Transportation Demand (Dth/day)</th>
<th>Term</th>
<th>Daily Demand Rate**</th>
<th>Daily Commodity Rate**</th>
<th>Rate Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Primary Receipt Point will be the new TCO interconnect with the MarkWest Majorsville Plant: Majorsville (meter no. TBD)</td>
<td>Leach (meter no. 801)</td>
<td>300,000 Dth/day</td>
<td>15 years from Actual In-Service Date</td>
<td>$0.565</td>
<td>maximum applicable</td>
<td>FTS</td>
</tr>
</tbody>
</table>

* Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of TCO's FERC Gas Tariff, at no incremental charge. TCO and Shipper may mutually agree to additional Primary Receipt Points to be directly connected to TCO's proposed pipeline route between Majorsville and Clarington; provided, however, that (i) the sum of Shipper's Primary Receipt Point quantities equals Shipper's Transportation Demand quantity reflected above and (ii) Shipper shall be responsible for all costs associated with any new Primary Receipt Points. The Majorsville Primary Receipt Point shall be a TCO-MarkWest mutually agreed upon point of interconnection between the Project and the MarkWest Majorsville processing facility located in Majorsville, West Virginia ("MW Facility"); provided, however, that (a) TCO shall use commercially reasonable efforts to construct the Project's pipeline, including an interconnection riser, to the MW Facility property line for interconnection purposes; (b) the cost of such interconnection and metering facilities, as between TCO and Shipper, shall be borne by Shipper; provided, TCO shall be responsible for the cost and construction of the riser and flange at the interconnection; and (c) TCO shall be obligated to Shipper for the pressure commitment described herein at the Primary Receipt Point. As part of the Project's facilities, TCO shall construct the necessary compression at its Lone Oak compressor station to require Shipper's deliveries at its Majorsville Primary Receipt Point (regardless of the location of such point) into TCO to overcome a prevailing line pressure of no more than 1075 psig.

** In addition, Shipper shall pay all applicable demand and commodity surcharges specified under Rate Schedule FTS, as such may change from time to time, with the exception of the Capital Cost Recovery Mechanism (CCRM) surcharge.

In addition to the rates above, Shipper will pay the fuel retention applicable to Rate Schedule FTS, as such may change from time to time.
Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs
Proposed Effective Date: November 1, 2017
Service Agreement No. 173446 – Kaiser Marketing Appalachian, LLC
Option Code A
FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of June, 2016, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and KAISER MARKETING APPALACHIAN, LLC ("Shipper").

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

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. Term. Notwithstanding that Transporter anticipates its Leach XPress Project ("Project") shall be placed into service on or before November 1, 2017, this Agreement shall be effective as of the date that all of both Transporter's Leach XPress Project and Columbia Gulf Transmission, LLC's ("CGT") Rayne XPress Project ("RXP") facilities necessary to provide firm transportation service to Shipper have been deemed by Transporter and CGT to be ready for service and FERC has been notified that both the Project and RXP are complete and are ready to be placed into service ("Actual In-Service Date"), and shall remain in full force and effect for a term of sixteen (16) years ("Initial Term") from the Actual In-Service Date. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

At the end of the Initial Term, Shipper shall have the right to extend its Service Agreement for one (1) or two (2) successive 5-year terms (each an "Extended Term"), exercisable no later than twelve (12) months prior to the expiration of the Initial Term and the first Extended Term, if applicable. Any Extended Term must be for a minimum quantity of 100,000 Dth/day and at the same rates and commercial terms contained herein. Provided, however, if Shipper elects to extend the Initial Term at a quantity less than its Initial Term quantity, then such reduced quantity for the first Extended Term shall become the maximum quantity for any second Extended Term. If Shipper elects to extend its service for two Extended Terms, it shall be granted a contractual right
of first refusal in accordance with Section 4 of Transporter’s Tariff. In addition to the rates applicable to Shipper’s Extended Term, Shipper shall pay all surcharges (excluding the Capital Cost Recovery Mechanism charges) applicable to Rate Schedule FTS that are set forth in the Tariff, without exception, as those surcharges may be amended, added or modified from time to time.

Section 3. Rates. Shipper shall pay Transporter the negotiated rates and furnish retainage as set forth in the Negotiated Rate Letter Agreement attached hereto as Appendix B.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Customer Services and notices to Shipper shall be addressed to it at Kaiser Marketing Appalachian, LLC, 6733 South Yale Avenue, Tulsa, OK 74136, Attention: John Boone, until changed by either party by written notice.

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

KAISER MARKETING APPALACHIAN, LLC
By: Kaiser Midstream, LLC
Its: Manager
By: [Signature]
Title: President
Date: 6/17/14

COLUMBIA GAS TRANSMISSION, LLC
By: [Signature]
Title: EVP and CCO
Date: 6/20/16
Appendix A to Service Agreement No. 173446
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC (“Transporter”)
and Kaiser Marketing Appalachian, LLC (“Shipper”)

Transportation Demand

<table>
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<tr>
<th>Begin Date</th>
<th>End Date</th>
<th>Transportation Demand</th>
<th>Recurrence</th>
</tr>
</thead>
<tbody>
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<td>1/1</td>
<td>400,000 Dth/day</td>
<td>1/1-12/31</td>
</tr>
</tbody>
</table>

Primary Receipt Points

<table>
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<th>End Date</th>
<th>Scheduling Point No.</th>
<th>Scheduling Point Name</th>
<th>Measuring Point No.</th>
<th>Measuring Point Name</th>
<th>Maximum Daily Quantity (Dth/day)</th>
<th>Minimum Receipt Pressure (psig)</th>
<th>Recurrence</th>
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<tbody>
<tr>
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<td>1/1</td>
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<td>Majorsville</td>
<td>TBD</td>
<td>Majorsville</td>
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<td>1075</td>
<td>1/1-12/31</td>
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<tr>
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<td>Mobley</td>
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</tr>
<tr>
<td>1/1</td>
<td>1/1</td>
<td>642645</td>
<td>Sherwood</td>
<td>642645</td>
<td>Sherwood</td>
<td>150,000</td>
<td>2/1</td>
<td>1/1-12/31</td>
</tr>
<tr>
<td>Begin Date</td>
<td>End Date</td>
<td>Scheduling Point No.</td>
<td>Scheduling Point Name</td>
<td>Measuring Point No.</td>
<td>Measuring Point Name</td>
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<td>Design Daily Quantity (Dth/day)</td>
<td>Minimum Delivery Pressure Obligation (psig)</td>
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<td>-------------------------------------------</td>
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<td>--------------------------------------------</td>
</tr>
<tr>
<td>1/1</td>
<td>1/1</td>
<td>801</td>
<td>TCO Leach</td>
<td>801</td>
<td>TCO Leach</td>
<td>400,000</td>
<td>2/</td>
<td>2/</td>
</tr>
</tbody>
</table>

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

The Master List of Interconnects ("MLI") as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

---

Yes _X_ No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

_X_ Yes _X_ No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

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

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

Yes _X_ No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.
KAISER MARKETING APPALACHIAN, LLC
By: Kaiser Midstream, LLC
Its: Manager
By: [Signature]
Title: President
Date: 6/17/11

COLUMBIA GAS TRANSMISSION, LLC
By: [Signature]
Title: EVP and CCO
Date: 6/20/11
Appendix B to Service Agreement No. 173446

June 1, 2016

Kaiser Marketing Appalachian, LLC
6733 South Yale Avenue
Tulsa, OK 74136
Attention: John Boone

RE: FTS Service Agreement No. 173446
Negotiated Rate Letter Agreement

Dear John:

This Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and Kaiser Marketing Appalachian, LLC ("Shipper"), shall set forth the applicable rates, calculations thereof, and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced Service Agreement. Transporter and Shipper may be referred to individually as a "Party" or collectively as the "Parties".

Shipper and Transporter hereby agree:

1. The "Negotiated Reservation Rates" during the Initial Term for the transportation service provided shall be those rates and terms agreed upon as set forth in Attachment B-1 hereto, as adjusted pursuant to Paragraph 2, if applicable.

2. Shipper's "Daily Demand Rates" as set forth in Attachment B-1 hereto shall be adjusted as follows:

To the extent Actual Project Costs (as defined below) exceed Estimated Project Costs (as defined below), Shipper's Daily Demand Rate shall be multiplied by the Capital Cost Overrun Factor ("CCO Factor"). The CCO Factor shall be equal to 

\[ 1 + [(CCO/EPC) \times 50\%] \]

In no event shall the CCO Factor exceed (i) 1.0885, in the case of the 165,000 Dth/d of Majorsville capacity, and (ii) 1.0909, in the case of the 85,000 Dth/d of Mobley capacity and 150,000 Dth/d of Sherwood capacity.

To the extent Actual Project Costs (as defined below) are less than Estimated Project Costs (as defined below), Shipper's Daily Demand Rate shall be multiplied by the Capital Cost Underrun Factor ("CCU Factor"). The CCU Factor shall be equal to 

\[ 1 - [(CCU/EPC) \times 50\%] \]

In no event shall the CCU Factor be less than (i) 0.9115, in the case of the 165,000 Dth/d of Majorsville capacity, and (ii) 0.9091, in the case of the 85,000 Dth/d of Mobley capacity and 150,000 Dth/d of Sherwood capacity.

1
Appendix B to Service Agreement No. 173446

Any such adjustment to Shipper’s Daily Demand Rate shall be effective prospectively beginning as soon as administratively feasible, but no later than the second anniversary date of the Actual In-Service Date and shall remain in effect for the balance of the Initial Term and any Extended Term Service.

"Actual Project Costs" or APC shall mean, subject to any limits on costs as set forth below, all costs and expenses incurred by TCO, including trailing costs up to twelve months subsequent to the Actual In-Service Date, to complete the Project in the manner contemplated by the Precedent Agreement between TCO and Shipper, including but not limited to (a) all costs and expenses incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, including all compression costs, (b) all costs and expenses incurred for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs, and (d) an allowance for funds used during construction (“AFUDC”) computed in accordance with regulations of the FERC. Notwithstanding the foregoing, TCO shall exclude from the APC all costs related to the Majorsville Booster Compression. TCO shall maintain books and records reasonably necessary for Shipper to verify the APC. The Parties acknowledge that TCO’s formal books and records that conform with the FERC and accounting policies and guidelines may not match the APC used to determine Shipper’s adjusted Daily Demand Rate.

“Capital Cost Overrun” or “CCO” shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs exceed Estimated Project Costs.

“Capital Cost Underrun” or “CCU” shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs are less than Estimated Project Costs.

“Estimated Project Costs” or “EPC” shall mean all costs and expenses that are projected to be incurred by Transporter to complete the Project in the manner contemplated by the Precedent Agreement between TCO and Shipper, including but not limited to (a) all costs and expenses projected to be incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, (b) all costs and expenses projected to be incurred for environmental, right-of-way, legal, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs and (d) AFUDC computed in accordance with the regulations of the FERC, and (e) a contingency amount equal to at least 10% of the total EPC. Notwithstanding the foregoing, TCO shall exclude from the EPC all costs related to the Majorsville Booster Compression. For purposes of determining the
Appendix B to Service Agreement No. 173446

adjustment to Shipper’s Daily Demand Rate pursuant to this provision, the Parties agree that the Estimated Project Costs shall equal $1,420,000,000, which was presented to and approved by NiSource Inc.’s board of directors for authorization of the Project on August 4, 2014.

Shipper shall have one-time right, exercised no later than thirteen (13) months after the Actual In-Service Date of the Project, to review TCO’s books and records as reasonably necessary to verify Project costs for purposes of this provision.

Accepted and agreed to this 1st day of June, 2016

Kaiser Marketing Appalachian, LLC
By: Kaiser Midstream, LLC
Its: Manager
By: [Signature]
Title: President

Columbia Gas Transmission, LLC
By: [Signature]
Title: EVP and CCO

Stanley G. Chapman, III
ATTACHMENT B-1

NEGOTIATED RESERVATION RATES

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)*</th>
<th>Primary Delivery Point(s)*</th>
<th>Transportation Demand (Dth/day)</th>
<th>Term</th>
<th>Daily Demand Rate**</th>
<th>Daily Commodity Rate**</th>
<th>Rate Schedule</th>
</tr>
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<tbody>
<tr>
<td>Mobley (meter no. 642824)</td>
<td>Leach (meter no. 801)</td>
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<td>Majorsville (meter no. TBD)</td>
<td>Leach (meter no. 801)</td>
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<td>Sherwood (meter no. 642645)</td>
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<td>$0.55</td>
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* Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of TCO's FERC Gas Tariff, at no incremental charge. The Majorsville Primary Receipt Point reflected in the table above shall be a non-physical nominations point to be created by TCO and reflected as a primary receipt point on Shipper's Service Agreement ("Majorsville Logical Point"). For TCO capacity restriction purposes along the Project's pipeline segment between the MarkWest facility and Lone Oak ("Majorsville Pipeline Segment"), the Majorsville Logical Point shall be deemed to be located adjacent to the physical point of interconnection proposed between the Project and the MarkWest facility ("Majorsville Physical Point"), such physical point location to be mutually agreed upon between MarkWest and TCO, provided however, that TCO shall use commercially reasonable efforts to acquire, design, construct, install, and obtain all necessary materials, permits and land rights for the Project's pipeline to the MarkWest facility property line. As part of the Project's facilities, TCO shall construct the necessary compression at Lone Oak to enable Shipper's physical deliveries into the Majorsville Pipeline Segment to overcome a prevailing line pressure of no more than 1075 psig. Notwithstanding any other provision herein, Shipper shall be solely responsible (financially and otherwise) for any arrangements and/or agreements, including all interconnection, compression and metering facilities related to any physical receipt point(s) of interconnection (excluding the Majorsville Physical Point) upstream of the Majorsville Pipeline Segment, such physical receipt point(s) to be accessed by Shipper on a secondary basis for nominations and scheduling priority purposes unless Shipper elects to amend, subject to available meter capacity, all or a portion of its primary receipt point capacity from the Majorsville Logical Point to such other physical receipt points.

** In addition, Shipper shall pay all applicable demand and commodity surcharges specified under Rate Schedule FTS, as such may change from time to time, with the exception of the Capital Cost Recovery Mechanism (CCRM) surcharge.
In addition to the rates above, Shipper will pay the fuel retention applicable to Rate Schedule FTS, as such may change from time to time.
Appendix B

Marked Tariff Sections

_Columbia Gas Transmission, LLC_
_FERC Gas Tariff, Fourth Revised Volume No. 1_

<table>
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_Columbia Gas Transmission, LLC_
_FERC Gas Tariff, Original Volume No. 1.1_

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<th>Version</th>
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</thead>
<tbody>
<tr>
<td>1 Table of Contents</td>
<td>v.44.0.0</td>
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REFERENCE TO CUSTOMERS HAVING NON-CONFORMING SERVICE AGREEMENTS 
PURSUANT TO SECTION 154.112(B) OF THE COMMISSION'S REGULATIONS:

<table>
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<tr>
<th>Customer</th>
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<th>Contract No.</th>
<th>Effective Date</th>
<th>Termination Date</th>
<th>Docket No.</th>
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<td>71024</td>
<td>7/1/2013</td>
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Footnotes

1/ The Effective Date shall be the date the Leach XPress Project is placed into service.
2/ The Termination Date shall be 15 years after the Leach XPress Project is placed into service.
3/ The Termination Date shall be 16 years after the Leach XPress Project is placed into service.
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Marked Tariff Records

1) Gulfport Energy Corporation
   Rate Schedule FTS Service Agreement (#173274)

2) Ascent Resources – Utica, LLC
   Rate Schedule FTS Service Agreement (#172580)

3) Noble Energy, Inc.
   Rate Schedule FTS Service Agreement (#173394)

4) Range Resources – Appalachia, LLC
   Rate Schedule FTS Service Agreement (#173261)

5) Kaiser Marketing Appalachian, LLC
   Rate Schedule FTS Service Agreement (#173446)
THIS AGREEMENT is made and entered into this 1st day of June, 2016, by and between COLUMBIA GAS TRANSMISSION, LLC (“Transporter”) and GULFPORT ENERGY CORPORATION (“Shipper”).

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

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 (“Tariff”), on file with the Federal Energy Regulatory Commission (“Commission”), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. Term. Notwithstanding Transporter anticipates that its Leach XPress Project (“Project”) shall be placed into service on or before November 1, 2017, this Agreement shall be effective as of the date that all of Transporter's Leach XPress Project facilities necessary to provide firm transportation service to Shipper have been deemed by Transporter to be ready for service and FERC has been notified that the Project is complete and is ready to be placed into service (“Actual In-Service Date”), and shall remain in full force and effect for a term of fifteen (15) years (“Initial Term”) from the Actual In-Service Date. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

At the end of the Initial Term, Shipper shall have the right to extend its Service Agreement for one (1) or two (2) successive 5-year terms (each an “Extended Term”), exercisable no later than twelve (12) months prior to the expiration of the Initial Term and the first Extended Term, if applicable. Any Extended Term must be for a minimum quantity of 100,000 Dth/day and at the same rates and commercial terms contained herein. In addition to the rates applicable to Shipper’s Extended Term, Shipper shall pay all surcharges (excluding the Capital Cost Recovery Mechanism charges) applicable to Rate Schedule FTS that are set forth in the Tariff, without exception, as those surcharges may be amended, added or modified from time to time.
Section 3. **Rates.** Shipper shall pay Transporter the negotiated rates and furnish retainage as set forth in the Negotiated Rate Letter Agreement attached hereto as Appendix B.

Section 4. **Notices.** Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Customer Services and notices to Shipper shall be addressed to it at Gulfport Energy Corporation, 14313 North May Avenue, Oklahoma City, OK 73134, Attention: Managing Director, Midstream Operations, until changed by either party by written notice.

Section 5. **Superseded Agreements.** This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): N/A.

GULFPORT ENERGY CORPORATION

By ______________________________  
Title _____________________________  
Date _____________________________

COLUMBIA GAS TRANSMISSION, LLC

By ______________________________  
Title _____________________________  
Date _____________________________
Appendix A to Service Agreement No. 173274
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC (“Transporter”)
and Gulfport Energy Corporation (“Shipper”)

### Transportation Demand

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1/ Per Section 2 of the Service Agreement.

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

The Master List of Interconnects (“MLI”) as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

___ Yes _X_ No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

___ Yes _X_ No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

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

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

___ Yes _X__ No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.
RE: FTS Service Agreement No. 173274
Negotiated Rate Letter Agreement

Dear Ty:

This Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC (“Transporter” or “TCO”) and Gulfport Energy Corporation (“Shipper”), shall set forth the applicable rates, calculations thereof, and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced Service Agreement. Transporter and Shipper may be referred to individually as a “Party” or collectively as the “Parties”.

Shipper and Transporter hereby agree:

1. The “Negotiated Reservation Rates” during the Initial Term for the transportation service provided shall be those rates and terms agreed upon as set forth in Attachment B-1 hereto, as adjusted pursuant to Paragraph 2, if applicable.

2. Shipper’s Daily Demand Rate as set forth in Attachment B-1, shall be adjusted as follows:

To the extent Actual Project Costs (as defined below) exceed Estimated Project Costs (as defined below), Shipper’s Daily Demand Rate shall be multiplied by the Capital Cost Overrun Factor (“CCO Factor”). The CCO Factor shall be equal to $1 + [\text{CCO/EPC} \times 50\%]$. In no event shall the CCO Factor exceed 1.092.

To the extent Actual Project Costs (as defined below) are less than Estimated Project Costs (as defined below), Shipper’s Daily Demand Rate shall be multiplied by the Capital Cost Underrun Factor (“CCU Factor”). The CCU Factor shall be equal to $1 - [\text{CCU/EPC} \times 50\%]$. In no event shall the CCU Factor be less than .908.

Any such adjustment to Shipper’s Daily Demand Rate shall be effective prospectively beginning as soon as administratively feasible, but no later than the second anniversary date of the Actual In-Service Date and shall remain in effect for the balance of the Initial Term and any Extended Term Service.
“Actual Project Costs” or APC shall mean, subject to any limits on costs as set forth below, all costs and expenses incurred by Transporter, including trailing costs up to twelve months subsequent to the Actual In-Service Date, to complete the Project in the manner contemplated by the Precedent Agreement between TCO and Shipper, including but not limited to (a) all costs and expenses incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, including all compression costs, (b) all costs and expenses incurred for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs, and (d) an allowance for funds used during construction (“AFUDC”) computed in accordance with regulations of the FERC. Transporter shall maintain books and records reasonably necessary for Shipper to verify the APC. The Parties acknowledge that Transporter’s formal books and records that conform to the FERC and accounting policies and guidelines may not match the APC used to determine Shipper’s adjusted Daily Demand Rate.

“Capital Cost Overrun” or “CCO” shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs exceed Estimated Project Costs.

“Capital Cost Underrun” or “CCU” shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs are less than Estimated Project Costs.

“Estimated Project Costs” or “EPC” shall mean all costs and expenses that are projected to be incurred by Transporter to complete the Project in the manner contemplated by the Precedent Agreement between TCO and Shipper, including but not limited to (a) all costs and expenses projected to be incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, (b) all costs and expenses projected to be incurred for environmental, right-of-way, legal, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs and (d) AFUDC computed in accordance with the regulations of the FERC, and (e) a contingency amount equal to at least 10% of the total EPC. For purposes of determining the adjustment to Shipper’s Daily Demand Rate pursuant to this provision, the Parties agree that the Estimated Project Costs shall equal $1,420,000,000, which was presented to and approved by NiSource Inc.’s board of directors for authorization of the Project on August 4, 2014.

Shipper shall have one-time right, exercised no later than six (6) months after the Actual In-Service Date of the Project, to review Transporter’s books and records as reasonably necessary to verify Project costs for purposes of this provision.
Appendix B to Service Agreement No. 173274

Accepted and agreed to this _____ day of _____, 2016

Gulfport Energy Corporation
By: ___________________________
Title: ___________________________
Date: ___________________________

Columbia Gas Transmission, LLC
By: ___________________________
Title: ___________________________
Date: ___________________________
ATTACHMENT B-1

NEGOTIATED RESERVATION RATES

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)</th>
<th>Primary Delivery Point(s)</th>
<th>Transportation Demand (Dth/day)</th>
<th>Term</th>
<th>Daily Demand Rate**</th>
<th>Daily Commodity Rate**</th>
<th>Rate Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clarington (meter no. _____)</td>
<td>Leach (meter no. _____)</td>
<td>100,000 Dth/day</td>
<td>15 years from Actual In-Service Date</td>
<td>$0.55</td>
<td>maximum applicable</td>
<td>FTS</td>
</tr>
</tbody>
</table>

* Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of TCO's FERC Gas Tariff, at no incremental charge. The Clarington primary receipt point shall be a mutually agreed upon point of interconnection between TCO and Shipper or third party, into TCO's proposed new high pressure pipeline to be located at or near Clarington, Ohio, as part of TCO's Leach XPress Project. For the avoidance of doubt, all interconnection costs (including, but not limited to, metering facilities) are the sole responsibility (financially or otherwise) of Shipper.

** In addition, Shipper shall pay all applicable demand and commodity surcharges specified under Rate Schedule FTS, as such may change from time to time, with the exception of the Capital Cost Recovery Mechanism (CCRM) surcharge.

In addition to the rates above, Shipper will pay the fuel retention applicable to Rate Schedule FTS, as such may change from time to time.
THIS AGREEMENT is made and entered into this 1st day of June, 2016, by and between COLUMBIA GAS TRANSMISSION, LLC (“Transporter”) and ASCENT RESOURCES - UTICA, LLC (“Shipper”).

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

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 (“Tariff”), on file with the Federal Energy Regulatory Commission (“Commission”), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. Term. Notwithstanding Transporter anticipates that its Leach XPress Project (“Project”) shall be placed into service on or before November 1, 2017, this Agreement shall be effective as of the date that all of Transporter's Leach XPress Project facilities necessary to provide firm transportation service to Shipper have been deemed by Transporter to be ready for service and FERC has been notified that the Project is complete and is ready to be placed into service (“Actual In-Service Date”), and shall remain in full force and effect for a term of fifteen (15) years (“Initial Term”) from the Actual In-Service Date. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

At the end of the Initial Term, Shipper shall have the right to extend its Service Agreement for one (1) or two (2) successive 5-year terms (each an “Extended Term”), exercisable no later than twelve (12) months prior to the expiration of the Initial Term and the first Extended Term, if applicable. Any Extended Term must be for a minimum quantity of 100,000 Dth/day and at the same rates and commercial terms contained herein. Provided, however, if Shipper elects to extend the Initial Term at a quantity less than its Initial Term quantity, then such reduced quantity for the first Extended Term shall become the maximum quantity for any second Extended Term. In addition to the rates applicable to Shipper’s Extended Term, Shipper shall pay all surcharges (excluding the Capital Cost Recovery Mechanism charge) applicable to Rate Schedule FTS that
are set forth in the Tariff, without exception, as those surcharges may be amended, added or modified from time to time.

Section 3. Rates. Shipper shall pay Transporter the negotiated rates and furnish retainage as set forth in the Negotiated Rate Letter Agreement attached hereto as Appendix B.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Customer Services and notices to Shipper shall be addressed to it at Ascent Resources – Utica, LLC, 301 NW 63rd Street, Suite 600, Oklahoma City, OK 73116, Attention: Director Marketing and Midstream, until changed by either party by written notice.

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

ASCENT RESOURCES – UTICA, LLC               COLUMBIA GAS TRANSMISSION, LLC
By ______________________________      By __________________________
Title ______________________________       Title __________________________
Date ______________________________       Date __________________________
### Transportation Demand

<table>
<thead>
<tr>
<th>Begin Date</th>
<th>End Date</th>
<th>Transportation Demand</th>
<th>Recurrence Interval</th>
</tr>
</thead>
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<td>361,759 Dth/day</td>
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### Primary Receipt Points

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<th>End Date</th>
<th>Scheduling Point No.</th>
<th>Scheduling Point Name</th>
<th>Measuring Point No.</th>
<th>Measuring Point Name</th>
<th>Maximum Daily Quantity (Dth/day)</th>
<th>Minimum Receipt Pressure Obligation (psig)</th>
<th>Recurrence Interval</th>
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<td>1/1</td>
<td>1/1</td>
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<td>TBD</td>
<td>Clarington</td>
<td>361,759</td>
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## Primary Delivery Points

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<th>Scheduling Point Name</th>
<th>Measuring Point No.</th>
<th>Measuring Point Name</th>
<th>Maximum Daily Delivery Obligation (Dth/day)</th>
<th>Design Daily Quantity (Dth/day)</th>
<th>Minimum Delivery Pressure Obligation (psig)</th>
<th>Recurrence Interval</th>
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<tbody>
<tr>
<td>1/1</td>
<td>1/1</td>
<td>23N-2</td>
<td>Columbia Gas OH OP 05-2</td>
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<td>2/1-12/31</td>
<td>1/1-12/31</td>
</tr>
</tbody>
</table>
Per Section 2 of the Service Agreement.

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

________________________________________________________________________________________________________________________________
________________________________________________________________________________________________________________________________
________________________________________________________________________________________________________________________________

The Master List of Interconnects ("MLI") as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

__ Yes  _X_ No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

__ Yes  _X_ No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

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

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

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

ASCENT RESOURCES – UTICA, LLP

By ______________________________
Title ______________________________
Date ______________________________

COLUMBIA GAS TRANSMISSION, LLC

By ______________________________
Title ______________________________
Date ______________________________
June 30, 2017

Ascent Resources – Utica, LLC
301 NW 63rd Street,
Suite 600
Oklahoma City, OK 73116
Attention: Jim Johnson

RE: FTS Service Agreement No. 172580
First Amendment to Negotiated Rate Letter Agreement (the "First Amendment")

Dear Jim:

This First Amendment to the Negotiated Rate Letter Agreement (the "Agreement"), dated June 1, 2016 between Columbia Gas Transmission, LLC ("Transporter") and Ascent Resources – Utica, LLC ("Shipper"), shall set forth the revised applicable rates, for the transportation service provided by Columbia to Shipper pursuant to the above-referenced Service Agreement.

Shipper and Transporter hereby agree:

1. Section 2 of the Agreement is superseded and replaced in its entirety with the following:

   Shipper's "Daily Demand Rates" as set forth in Attachment B-1 hereto shall be adjusted as follows:

   To the extent Actual Project Costs (as defined below) exceed Estimated Project Costs (as defined below), Shipper's Daily Demand Rate shall be multiplied by the Capital Cost Overrun Factor ("CCO Factor"). The CCO Factor shall be equal to $1 + [(CCO/EPC) X 50%]. In no event shall the CCO Factor exceed 1.0879.

   To the extent Actual Project Costs (as defined below) are less than Estimated Project Costs (as defined below), Shipper's Daily Demand Rate shall be multiplied by the Capital Cost Underrun Factor ("CCU Factor"). The CCU Factor shall be equal to $1 - [(CCU/EPC) X 50%]. In no event shall the CCU Factor be less than .9121.

   Any such adjustment to Shipper's Daily Demand Rate shall be effective prospectively beginning as soon as administratively feasible, but no later than the second anniversary date of the Actual In-Service Date and shall remain in effect for the balance of the Initial Term and any Extended Term Service.
"Actual Project Costs" or APC shall mean, subject to any limits on costs as set forth below, all costs and expenses incurred by Transporter including trailing costs up to twelve months subsequent to the Actual In-Service Date, to complete the Project in the manner contemplated by this Precedent Agreement, including but not limited to (a) all costs and expenses incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, including all compression costs, (b) all costs and expenses incurred for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs, and (d) an allowance for funds used during construction ("AFUDC") computed in accordance with regulations of the FERC. Transporter shall maintain books and records reasonably necessary for Shipper to verify the APC. The Parties acknowledge that Transporter's formal books and records that conform to the FERC and accounting policies and guidelines may not match the APC used to determine Shipper's adjusted Daily Demand Rate.

"Capital Cost Overrun" or "CCO" shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs exceed Estimated Project Costs.

"Capital Cost Underrun" or "CCU" shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs are less than Estimated Project Costs.

"Estimated Project Costs" or "EPC" shall mean all costs and expenses that are projected to be incurred by Transporter to complete the Project in the manner contemplated by this Agreement, including but not limited to (a) all costs and expenses projected to be incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, (b) all costs and expenses projected to be incurred for environmental, right-of-way, legal, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs and (d) AFUDC computed in accordance with the regulations of the FERC, and (e) a contingency amount equal to at least 10% of the total EPC. For purposes of determining the adjustment to Shipper's Daily Demand Rate pursuant to this provision, the Parties agree that the Estimated Project Costs shall equal $1,420,000,000, which was presented to and approved by NiSource Inc.'s board of directors for authorization of the Project on August 4, 2014.

Shipper shall have one-time right, exercised no later than thirteen (13) months after the Actual In-Service Date of the Project, to review Transporter's books and records as reasonably necessary to verify Project costs for purposes of this provision.
2. Attachment B-1 to the Agreement is superseded and replaced in its entirety with the Attachment B-1 attached hereto and made a part hereof.

3. Except as expressly modified and amended by this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect and binding on the Parties.

Accepted and agreed to this ____ day of _________, 20___

Ascent Resources – Utica, LLC
By: ___________________________
Title: _________________________
Date: _________________________

Columbia Gas Transmission, LLC
By: ___________________________
Title: _________________________
Date: _________________________
ATTACHMENT B-1

NEGOTIATED RESERVATION RATES

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)*</th>
<th>Primary Delivery Point(s)*</th>
<th>Transportation Demand (Dth/day)</th>
<th>Term</th>
<th>Daily Demand Rate</th>
<th>Daily Commodity Rate</th>
<th>Rate Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clarington (meter no. ___J</td>
<td>TCO Pool (meter no. ___J)</td>
<td>200,000 Dth/day</td>
<td>15 years from Actual In-Service Date</td>
<td>$0.5690</td>
<td>maximum applicable</td>
<td>FTS</td>
</tr>
<tr>
<td>Clarington (meter no. ___J</td>
<td>Ohio Market Area Deliveries (as listed below)</td>
<td>161,759 Dth/day</td>
<td>15 years from Actual Ill-Selvice Date</td>
<td>$0.5690</td>
<td>maximum applicable</td>
<td>FTS</td>
</tr>
</tbody>
</table>

* Slipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of TCO's FERC Gas Tariff, at no incremental charge.

** In addition, Shipper shall pay all applicable demand and commodity surcharges specified under Rate Schedule FTS, as such may change from time to time, with the exception of the Capital Cost Recovery Mechanism (CCRM) surcharge.

Ohio Market Area Deliveries:

<table>
<thead>
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<th>Market Area</th>
<th>Transport Demand</th>
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<td>4</td>
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<td>6</td>
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<td>7</td>
<td>16,522</td>
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<td>8</td>
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<tr>
<td>9</td>
<td>23,403</td>
</tr>
<tr>
<td>Total</td>
<td>161,759</td>
</tr>
</tbody>
</table>

In addition to the rates above, Shipper will pay the fuel retention applicable to Rate Schedule FTS, as such may change from time to time.
THIS AGREEMENT is made and entered into this _______ day of June, 2016, by and between COLUMBIA GAS TRANSMISSION, LLC (“Transporter”) and NOBLE ENERGY, INC. (“Shipper”).

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

Section 1. **Service to be Rendered.** Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 (“Tariff”), on file with the Federal Energy Regulatory Commission (“Commission”), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. **Term.** Notwithstanding that Transporter anticipates its Leach XPress Project (“Project”) shall be placed into service on or before November 1, 2017, this Agreement shall be effective as of the date that all of Transporter's Leach XPress Project facilities necessary to provide firm transportation service to Shipper have been deemed by Transporter to be ready for service and FERC has been notified that the Project is complete and is ready to be placed into service (“Actual In-Service Date”), and shall remain in full force and effect for a term of fifteen (15) years (“Initial Term”) from the Actual In-Service Date. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

At the end of the Initial Term, Shipper shall have the right to extend its Service Agreement for one (1) or two (2) successive 5-year terms (each an “Extended Term”), exercisable no later than twelve (12) months prior to the expiration of the Initial Term and the first Extended Term, if applicable. Any Extended Term must be for a minimum quantity of 100,000 Dth/day and at the same rates and commercial terms contained herein. Provided, however, if Shipper elects to extend the Initial Term at a quantity less than its Initial Term quantity, then such reduced quantity for the first Extended Term shall become the maximum quantity for any second Extended Term. In addition to the rates applicable to Shipper’s Extended Term, Shipper shall pay all surcharges (excluding the Capital Cost Recovery Mechanism charges) applicable to Rate Schedule FTS that
are set forth in the Tariff, without exception, as those surcharges may be amended, added or modified from time to time.

Section 3. Rates. Shipper shall pay Transporter the negotiated rates and furnish retainage as set forth in the Negotiated Rate Letter Agreement attached hereto as Appendix B.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Customer Services and notices to Shipper shall be addressed to it at Noble Energy, Inc., 100 Glenborough Drive, Suite 100, Houston, TX 77067, Attention: Senior Origination Manager, until changed by either party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): N/A.
Appendix A to Service Agreement No. 173394
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC (“Transporter”)
and Noble Energy, Inc. (“Shipper”)

### Transportation Demand

<table>
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<tr>
<th>Begin Date</th>
<th>End Date</th>
<th>Transportation Demand</th>
<th>Recurrence Interval</th>
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<tbody>
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### Primary Receipt Points

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<th>End Date</th>
<th>Scheduling Point No.</th>
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<th>Measuring Point No.</th>
<th>Measuring Point Name</th>
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<th>Minimum Receipt Pressure Obligation (psig)</th>
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</table>

1/ Per Section 2 of the Service Agreement.
2/ Application of MDDOs, DDQs and ADQs, minimum pressure and/or hourly flowrate shall be as follows:

The Master List of Interconnects (“MLI”) as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

___ Yes _X_ No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

___ Yes _X_ No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

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

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

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

NOBLE ENERGY, INC. COLUMBIA GAS TRANSMISSION, LLC
<table>
<thead>
<tr>
<th>By ______________________________</th>
<th>By ______________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title ______________________________</td>
<td>Title ______________________________</td>
</tr>
<tr>
<td>Date ______________________________</td>
<td>Date ______________________________</td>
</tr>
</tbody>
</table>
Appendix B to Service Agreement No. 173394

June_____, 2016

Noble Energy, Inc.
100 Glenborough Drive, Suite 100
Houston, TX 77067
Attention: Jay Smith

RE: FTS Service Agreement No. 173394
Negotiated Rate Letter Agreement

Dear Jay:

This Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC (“Transporter”) and Noble Energy, Inc. (“Shipper”), shall set forth the applicable rates, calculations thereof, and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced Service Agreement. Transporter and Shipper may be referred to individually as a “Party” or collectively as the “Parties”.

Shipper and Transporter hereby agree:

1. The “Negotiated Reservation Rates” during the Initial Term for the transportation service provided shall be those rates and terms agreed upon as set forth in Attachment B-1 hereto, as adjusted pursuant to Paragraph 2, if applicable.

2. Shipper’s “Daily Demand Rates” as set forth in Attachment B-1 hereto shall be adjusted as follows:

To the extent Actual Project Costs (as defined below) exceed Estimated Project Costs (as defined below), Shipper’s Daily Demand Rate shall be multiplied by the Capital Cost Overrun Factor (“CCO Factor”). The CCO Factor shall be equal to $1 + [(CCO/EPC) X 50\%]$. In no event shall the CCO Factor exceed (i) 1.0885, in the case of the 135,000 Dth/d of Majorsville capacity, and (ii) 1.0909, in the case of the 15,000 Dth/d of Mobley capacity and 50,000 Dth/d of Sherwood capacity.

To the extent Actual Project Costs (as defined below) are less than Estimated Project Costs (as defined below), Shipper’s Daily Demand Rate shall be multiplied by the Capital Cost Underrun Factor (“CCU Factor”). The CCU Factor shall be equal to $1 - [(CCU/EPC) X 50\%]$. In no event shall the CCU Factor be less than (i) 0.9115, in the case of the 135,000 Dth/d of Majorsville capacity, and (ii) 0.9091, in the case of the 15,000 Dth/d of Mobley capacity and 50,000 Dth/d of Sherwood capacity.

Any such adjustment to Shipper’s Daily Demand Rate shall be effective prospectively beginning as soon as administratively feasible, but no later than the
second anniversary date of the Actual In-Service Date and shall remain in effect for the balance of the Initial Term and any Extended Term Service.

"Actual Project Costs" or APC shall mean, subject to any limits on costs as set forth below, all costs and expenses incurred by TCO, including trailing costs up to twelve months subsequent to the Actual In-Service Date, to complete the Project in the manner contemplated by this Precedent Agreement, including but not limited to (a) all costs and expenses incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, including all compression costs, (b) all costs and expenses incurred for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs, and (d) an allowance for funds used during construction ("AFUDC") computed in accordance with regulations of the FERC. Notwithstanding the foregoing, TCO shall exclude from the APC all incremental costs related to the Majorsville Booster Compression. TCO shall maintain books and records reasonably necessary for Shipper to verify the APC. The Parties acknowledge that TCO's formal books and records that conform with the FERC and accounting policies and guidelines may not match the APC used to determine Shipper's adjusted Daily Demand Rate.

“Capital Cost Overrun” or “CCO” shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs exceed Estimated Project Costs.

“Capital Cost Underrun” or “CCU” shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs are less than Estimated Project Costs.

“Estimated Project Costs” or “EPC” shall mean all costs and expenses that are projected to be incurred by Transporter to complete the Project in the manner contemplated by this Agreement, including but not limited to (a) all costs and expenses projected to be incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, (b) all costs and expenses projected to be incurred for environmental, right-of-way, legal, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs and (d) AFUDC computed in accordance with the regulations of the FERC, and (e) a contingency amount equal to at least 10% of the total EPC. For purposes of determining the adjustment to Shipper’s Daily Demand Rate pursuant to this provision, the Parties agree that the Estimated Project Costs shall equal $1,420,000,000, which was presented to and approved by NiSource Inc.’s board of directors for authorization of the Project on August 4, 2014.
Shipper shall have one-time right, exercised no later than thirteen (13) months after the Actual In-Service Date of the Project, to review TCO’s books and records as reasonably necessary to verify Project costs for purposes of this provision.
Appendix B to Service Agreement No. 173394

Accepted and agreed to this _____ day of June, 2016

Noble Energy, Inc.

By: ___________________________
Title:__________________________
Date:__________________________

Columbia Gas Transmission, LLC

By: ___________________________
Title:__________________________
Date:__________________________
**ATTACHMENT B-1**

**NEGOTIATED RESERVATION RATES**

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)*</th>
<th>Primary Delivery Point(s)*</th>
<th>Transportation Demand (Dth/day)</th>
<th>Term</th>
<th>Daily Demand Rate**</th>
<th>Daily Commodity Rate**</th>
<th>Rate Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobley (meter no. 642824)</td>
<td>Leach (meter no. 801)</td>
<td>15,000 Dth/day</td>
<td>15 years from Actual In-Service Date</td>
<td>$0.55</td>
<td>maximum applicable</td>
<td>FTS</td>
</tr>
<tr>
<td>Majorsville (meter no. TBD)</td>
<td>Leach (meter no. 801)</td>
<td>135,000 Dth/day</td>
<td>15 years from Actual In-Service Date</td>
<td>$0.565</td>
<td>maximum applicable</td>
<td>FTS</td>
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<tr>
<td>Sherwood (meter no. 642645)</td>
<td>Leach (meter no. 801)</td>
<td>50,000 Dth/day</td>
<td>15 years from Actual In-Service Date</td>
<td>$0.55</td>
<td>maximum applicable</td>
<td>FTS</td>
</tr>
</tbody>
</table>

* Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of TCO’s FERC Gas Tariff, at no incremental charge. The Majorsville Primary Receipt Point shall be a TCO-MarkWest mutually agreed upon point of interconnection between the Project and the MW Facility, provided however, that TCO shall use commercially reasonable efforts to construct the Project’s pipeline, including an interconnection riser, to the MW Facility property line for interconnection purposes. As part of the Project’s facilities, TCO shall construct the necessary compression at Lone Oak to require Shipper’s deliveries at its Majorsville Primary Receipt Point into the Project to overcome a prevailing line pressure of no more than 1075 psig. Notwithstanding any other provision herein, Shipper shall be solely responsible (financially and otherwise) for any arrangements and/or agreements, including all interconnection and metering facilities (except for an interconnection riser, that TCO shall provide), upstream of the Majorsville Primary Receipt Point.

** In addition, Shipper shall pay all applicable demand and commodity surcharges specified under Rate Schedule FTS, as such may change from time to time, with the exception of the Capital Cost Recovery Mechanism (CCRM) surcharge.

In addition to the rates above, Shipper will pay the fuel retention applicable to Rate Schedule FTS, as such may change from time to time.
THIS AGREEMENT is made and entered into this 1st day of June, 2016, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and RANGE RESOURCES - APPALACHIA, LLC ("Shipper").

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

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. Term. Notwithstanding Transporter anticipates that its Leach XPress Project ("Project") shall be placed into service on or before November 1, 2017, this Agreement shall be effective as of the date that all of Transporter's Leach XPress Project facilities necessary to provide firm transportation service to Shipper have been deemed by Transporter to be ready for service and FERC has been notified that the Project is complete and is ready to be placed into service ("Actual In-Service Date"), and shall remain in full force and effect for a term of fifteen (15) years ("Initial Term") from the Actual In-Service Date. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

At the end of the Initial Term, Shipper shall have the right to extend its Service Agreement for one (1) or two (2) successive five year terms (each an “Extended Term”), exercisable no later than twelve (12) months prior to the expiration of the Initial Term and the first Extended Term, if applicable. Any Extended Term must be for a minimum quantity of 200,000 Dth/day and at the same rates and commercial terms contained herein. Provided, however, if Shipper elects to extend the Initial Term at a quantity less than its Initial Term quantity, then such reduced quantity for the first Extended Term shall become the maximum quantity for any second Extended Term. In addition to the rates applicable to Shipper's Extended Term, Shipper shall pay all surcharges (excluding the Capital Cost Recovery Mechanism charges) applicable to Rate Schedule FTS that
are set forth in the Tariff, without exception, as those surcharges may be amended, added or modified from time to time.

Section 3. Rates. Shipper shall pay Transporter the negotiated rates and furnish retainage as set forth in the Negotiated Rate Letter Agreement attached hereto as Appendix B.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Customer Services and notices toShipper shall be addressed to it at Range Resources – Appalachia, LLC, 3000 Town Center Blvd., Canonsburg, PA 15317, Attention: Curtis Tipton, until changed by either party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): N/A. Furthermore, Transporter and Shipper acknowledge and agree that (a) the act of executing this Service Agreement does not serve to terminate the “Leach Xpress Project Precedent Agreement” between Transporter and Shipper dated February 28, 2014, as amended on April 17, 2015 (“Precedent Agreement”) and (b) this Service Agreement remains subject to such Precedent Agreement until the Precedent Agreement’s termination.

RANGE RESOURCES – APPALACHIA, LLC

By ______________________________
Title _____________________________
Date _____________________________

COLUMBIA GAS TRANSMISSION, LLC

By ______________________________
Title _____________________________
Date _____________________________
Appendix A to Service Agreement No. 173261
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
and Range Resources – Appalachia, LLC ("Shipper")

### Transportation Demand

<table>
<thead>
<tr>
<th>Begin Date</th>
<th>End Date</th>
<th>Transportation Demand</th>
<th>Recurrence Interval</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2023</td>
<td>12/31/2023</td>
<td>300,000 Dth/day</td>
<td>1/1-12/31</td>
</tr>
</tbody>
</table>

### Primary Receipt Points

<table>
<thead>
<tr>
<th>Begin Date</th>
<th>End Date</th>
<th>Scheduling Point No.</th>
<th>Scheduling Point Name</th>
<th>Measuring Point No.</th>
<th>Measuring Point Name</th>
<th>Maximum Daily Quantity (Dth/day)</th>
<th>Minimum Receipt Pressure (psig)</th>
<th>Recurrence Interval</th>
</tr>
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<tr>
<td>1/1/2023</td>
<td>1/1/2023</td>
<td>TBD</td>
<td>Majorsville</td>
<td>TBD</td>
<td>Majorsville</td>
<td>300,000 Dth/day</td>
<td>1075 (psig)</td>
<td>1/1-12/31</td>
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### Primary Delivery Points

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<th>Begin Date</th>
<th>End Date</th>
<th>Scheduling Point No.</th>
<th>Scheduling Point Name</th>
<th>Measuring Point No.</th>
<th>Measuring Point Name</th>
<th>Maximum Daily Delivery Obligation (Dth/day)</th>
<th>Design Daily Quantity (Dth/day)</th>
<th>Minimum Delivery Pressure Obligation (psig)</th>
<th>Recurrence Interval</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1</td>
<td>1/2</td>
<td>801</td>
<td>TCO Leach</td>
<td>801</td>
<td>TCO Leach</td>
<td>300,000</td>
<td>2/</td>
<td>2/</td>
<td>1/1-12/31</td>
</tr>
</tbody>
</table>

1/ Per Section 2 of the Service Agreement.
2/ Application of MDODs, DDQs and ADQs, minimum pressure and/or hourly flowrate shall be as follows: N/A
3/ See Attachment B-1, footnote "*".

The Master List of Interconnects (“MLI”) as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

___ Yes _X_ No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

___ Yes _X_ No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

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

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

___ Yes _X_ No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.
Appendix B to Service Agreement No. 173261

June 1, 2016

Range Resources - Appalachia, LLC
3000 Town Center Blvd.
Canonsburg, PA 15317
Attention: Curtis Tipton

RE: FTS Service Agreement No. 173261
Negotiated Rate Letter Agreement

Dear Curtis:

This Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and Range Resources – Appalachia, LLC ("Shipper"), shall set forth the applicable rates, calculations thereof, and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced Service Agreement. Transporter and Shipper may be referred to individually as a “Party” or collectively as the “Parties”.

Shipper and Transporter hereby agree:

1. The “Negotiated Reservation Rates” during the Initial Term for the transportation service provided shall be those rates and terms agreed upon as set forth in Attachment B-1 hereto, as adjusted pursuant to Paragraph 2, if applicable.

2. Shipper’s “Daily Demand Rates” as set forth in Attachment B-1 hereto shall be adjusted as follows:

   To the extent Actual Project Costs (as defined below) exceed Estimated Project Costs (as defined below), Shipper’s Daily Demand Rate shall be multiplied by the Capital Cost Overrun Factor ("CCO Factor"). The CCO Factor shall be equal to 1 + [(CCO/EPC) X 50%]. In no event shall the CCO Factor exceed 1.0885.

   To the extent Actual Project Costs (as defined below) are less than Estimated Project Costs (as defined below), Shipper’s Daily Demand Rate shall be multiplied by the Capital Cost Underrun Factor (“CCU Factor”). The CCU Factor shall be equal to 1 - [(CCU/EPC) X 50%]. In no event shall the CCU Factor be less than .9115.

Any such adjustment to Shipper’s Daily Demand Rate shall be effective prospectively beginning as soon as administratively feasible, but no later than the second anniversary date of the Actual In-Service Date and shall remain in effect for the balance of the Initial Term and any Extended Term Service.
“Actual Project Costs” or APC shall mean, subject to any limits on costs as set forth below, all costs and expenses incurred by Transporter including trailing costs up to twelve months subsequent to the Actual In-Service Date, to complete the Project in the manner contemplated by this Precedent Agreement between TCO and Shipper, including but not limited to (a) all costs and expenses incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, including all compression costs, (b) all costs and expenses incurred for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs, and (d) an allowance for funds used during construction (“AFUDC”) computed in accordance with regulations of the FERC. Notwithstanding the foregoing, TCO shall execute from the APC all incremental costs (direct, allocated and indirect) related to the Majorsville Booster Compression. TCO shall retain books and records reasonably necessary for Shipper to verify the APC. The Parties acknowledge that TCO’s formal books and records that conform with the FERC and accounting policies and guidelines may not match the APC used to determine Shipper’s adjusted Daily Demand Rate.

“Capital Cost Overrun” or “CCO” shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs exceed Estimated Project Costs.

“Capital Cost Underrun” or “CCU” shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs are less than Estimated Project Costs.

“Estimated Project Costs” or “EPC” shall mean all costs and expenses that are projected to be incurred by Transporter to complete the Project in the manner contemplated by the Precedent Agreement between TCO and Shipper, including but not limited to (a) all costs and expenses projected to be incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, including compression costs, (b) all costs and expenses projected to be incurred for environmental, right-of-way, legal, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs and (d) AFUDC computed in accordance with the regulations of the FERC, and (e) a contingency amount equal to at least 10% of the total EPC. Notwithstanding the foregoing, TCO shall exclude from the EPC all incremental costs (direct, allocated and indirect) related to Majorsville Booster Compression. For purposes of determining the adjustment to Shipper’s Daily Demand Rate pursuant to this provision, the Parties agree that the Estimated Project Costs shall equal $1,420,000,000, which was presented to and approved by NiSource Inc.’s board of directors for authorization of the Project on August 4, 2014.
“Majorsville Booster Compression” shall mean compression at TCO’s proposed Lone Oak compressor station, or other similar required compression as determined by TCO, to enable Shipper to deliver gas at the above-referenced Primary Receipt Point into TCO as part of the Project without requiring Shipper to exceed a maximum pressure of 1075 psig at such Primary Receipt Point for Shipper to effectuate such deliveries into TCO.

Shipper shall have one-time right, exercised no later than thirteen (13) months after the Actual In-Service Date of the Project, to review TCO’s books and records as reasonably necessary to verify Project costs for purposes of this provision.

Accepted and agreed to this 1st day of June, 2016

Range Resources - Appalachia, LLC

By: ___________________________
Title:__________________________

Columbia Gas Transmission, LLC

By: ___________________________
Title:__________________________
ATTACHMENT B-1

NEGOTIATED RESERVATION RATES

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)*</th>
<th>Primary Delivery Point(s)*</th>
<th>Transportation Demand (Dth/day)</th>
<th>Term</th>
<th>Daily Demand Rate**</th>
<th>Daily Commodity Rate**</th>
<th>Rate Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Primary Receipt Point will be the new TCO interconnect with the MarkWest Majorsville Plant: Majorsville (meter no. TBD)</td>
<td>Leach (meter no. 801)</td>
<td>300,000 Dth/day</td>
<td>15 years from Actual In-Service Date</td>
<td>$0.565</td>
<td>maximum applicable</td>
<td>FTS</td>
</tr>
</tbody>
</table>

* Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of TCO’s FERC Gas Tariff, at no incremental charge. TCO and Shipper may mutually agree to additional Primary Receipt Points to be directly connected to TCO’s proposed pipeline route between Majorsville and Clarington; provided, however, that (i) the sum of Shipper’s Primary Receipt Point quantities equals Shipper’s Transportation Demand quantity reflected above and (ii) Shipper shall be responsible for all costs associated with any new Primary Receipt Points. The Majorsville Primary Receipt Point shall be a TCO-MarkWest mutually agreed upon point of interconnection between the Project and the MarkWest Majorsville processing facility located in Majorsville, West Virginia (“MW Facility”); provided, however, that (a) TCO shall use commercially reasonable efforts to construct the Project’s pipeline, including an interconnection riser, to the MW Facility property line for interconnection purposes; (b) the cost of such interconnection and metering facilities, as between TCO and Shipper, shall be borne by Shipper; provided, TCO shall be responsible for the cost and construction of the riser and flange at the interconnection; and (c) TCO shall be obligated to Shipper for the pressure commitment described herein at the Primary Receipt Point. As part of the Project’s facilities, TCO shall construct the necessary compression at its Lone Oak compressor station to require Shipper’s deliveries at its Majorsville Primary Receipt Point (regardless of the location of such point) into TCO to overcome a prevailing line pressure of no more than 1075 psig.

** In addition, Shipper shall pay all applicable demand and commodity surcharges specified under Rate Schedule FTS, as such may change from time to time, with the exception of the Capital Cost Recovery Mechanism (CCRM) surcharge.

In addition to the rates above, Shipper will pay the fuel retention applicable to Rate Schedule FTS, as such may change from time to time.
THIS AGREEMENT is made and entered into this 1st day of June, 2016, by and between COLUMBIA GAS TRANSMISSION, LLC (“Transporter”) and KAISER MARKETING APPALACHIAN, LLC (“Shipper”).

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

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 (“Tariff”), on file with the Federal Energy Regulatory Commission (“Commission”), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. Term. Notwithstanding that Transporter anticipates its Leach XPress Project (“Project”) shall be placed into service on or before November 1, 2017, this Agreement shall be effective as of the date that all of both Transporter's Leach XPress Project and Columbia Gulf Transmission, LLC’s (“CGT”) Rayne Xpress Project (“RXP”) facilities necessary to provide firm transportation service to Shipper have been deemed by Transporter and CGT to be ready for service and FERC has been notified that the Project and RXP are complete and are ready to be placed into service (“Actual In-Service Date”), and shall remain in full force and effect for a term of sixteen (16) years (“Initial Term”) from the Actual In-Service Date. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

At the end of the Initial Term, Shipper shall have the right to extend its Service Agreement for one (1) or two (2) successive 5-year terms (each an “Extended Term”), exercisable no later than twelve (12) months prior to the expiration of the Initial Term and the first Extended Term, if applicable. Any Extended Term must be for a minimum quantity of 100,000 Dth/day and at the same rates and commercial terms contained herein. Provided, however, if Shipper elects to extend the Initial Term at a quantity less than its Initial Term quantity, then such reduced quantity for the first Extended Term shall become the maximum quantity for any second Extended Term. If Shipper elects to extend its service for two Extended Terms, it shall be granted a contractual right
of first refusal in accordance with Section 4 of Transporter’s Tariff. In addition to the rates applicable to Shipper’s Extended Term, Shipper shall pay all surcharges (excluding the Capital Cost Recovery Mechanism charges) applicable to Rate Schedule FTS that are set forth in the Tariff, without exception, as those surcharges may be amended, added or modified from time to time.

Section 3. Rates. Shipper shall pay Transporter the negotiated rates and furnish retainage as set forth in the Negotiated Rate Letter Agreement attached hereto as Appendix B.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Customer Services and notices to Shipper shall be addressed to it at Kaiser Marketing Appalachian, LLC, 6733 South Yale Avenue, Tulsa, OK 74136, Attention: John Boone, until changed by either party by written notice.

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

KAISER MARKETING APPALACHIAN, LLC

By ______________________________  By ___________________________
Title ______________________________  Title __________________________
Date ______________________________  Date __________________________

COLUMBIA GAS TRANSMISSION, LLC
Appendix A to Service Agreement No. 173446
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC (“Transporter”)
and Kaiser Marketing Appalachian, LLC (“Shipper”)

### Transportation Demand

<table>
<thead>
<tr>
<th>Begin Date</th>
<th>End Date</th>
<th>Transportation Demand</th>
<th>Recurrence Interval</th>
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<td>1/1/21</td>
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### Primary Receipt Points

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<th>Begin Date</th>
<th>End Date</th>
<th>Scheduling Point No.</th>
<th>Scheduling Point Name</th>
<th>Measuring Point No.</th>
<th>Measuring Point Name</th>
<th>Maximum Daily Quantity (Dth/day)</th>
<th>Minimum Receipt Pressure Obligation (psig)</th>
<th>Recurrence Interval</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/1</td>
<td>1/1/21</td>
<td>TBD</td>
<td>Majorsville</td>
<td>TBD</td>
<td>Majorsville</td>
<td>165,000</td>
<td>1075</td>
<td>1/1-12/31</td>
</tr>
<tr>
<td>1/1/1</td>
<td>1/1/21</td>
<td>642824</td>
<td>Mobley</td>
<td>642824</td>
<td>Mobley</td>
<td>85,000</td>
<td>2/</td>
<td>1/1-12/31</td>
</tr>
<tr>
<td>1/1/1</td>
<td>1/1/21</td>
<td>642645</td>
<td>Sherwood</td>
<td>642645</td>
<td>Sherwood</td>
<td>150,000</td>
<td>2/</td>
<td>1/1-12/31</td>
</tr>
</tbody>
</table>
### Primary Delivery Points

<table>
<thead>
<tr>
<th>Begin Date</th>
<th>End Date</th>
<th>Scheduling Point No.</th>
<th>Scheduling Point Name</th>
<th>Measuring Point No.</th>
<th>Measuring Point Name</th>
<th>Maximum Daily Delivery Obligation (Dth/day)</th>
<th>Design Daily Quantity (Dth/day)</th>
<th>Minimum Delivery Pressure Obligation (psig)</th>
<th>Recurrence Interval</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/</td>
<td>1/</td>
<td>801</td>
<td>TCO Leach</td>
<td>801</td>
<td>TCO Leach</td>
<td>400,000</td>
<td>2/</td>
<td>2/</td>
<td>1/1-12/31</td>
</tr>
</tbody>
</table>

1/ Per Section 2 of the Service Agreement.

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

The Master List of Interconnects (“MLI”) as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

___ Yes _X_ No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

___ Yes _X_ No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

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

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

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

By ______________________________
Title ______________________________
Date ______________________________

COLUMBIA GAS TRANSMISSION, LLC

By ______________________________
Title ______________________________
Date ______________________________
June 1, 2016

Kaiser Marketing Appalachian, LLC
6733 South Yale Avenue
Tulsa, OK 74136
Attention: John Boone

RE: FTS Service Agreement No. 173446
Negotiated Rate Letter Agreement

Dear John:

This Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and Kaiser Marketing Appalachian, LLC ("Shipper"), shall set forth the applicable rates, calculations thereof, and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced Service Agreement. Transporter and Shipper may be referred to individually as a “Party” or collectively as the “Parties”.

Shipper and Transporter hereby agree:

1. The “Negotiated Reservation Rates” during the Initial Term for the transportation service provided shall be those rates and terms agreed upon as set forth in Attachment B-1 hereto, as adjusted pursuant to Paragraph 2, if applicable.

2. Shipper’s “Daily Demand Rates” as set forth in Attachment B-1 hereto shall be adjusted as follows:

   To the extent Actual Project Costs (as defined below) exceed Estimated Project Costs (as defined below), Shipper’s Daily Demand Rate shall be multiplied by the Capital Cost Overrun Factor (“CCO Factor”). The CCO Factor shall be equal to 1 + [(CCO/EPC) X 50%]. In no event shall the CCO Factor exceed (i) 1.0885, in the case of the 165,000 Dth/d of Majorsville capacity, and (ii) 1.0909, in the case of the 85,000 Dth/d of Mobley capacity and 150,000 Dth/d of Sherwood capacity.

   To the extent Actual Project Costs (as defined below) are less than Estimated Project Costs (as defined below), Shipper’s Daily Demand Rate shall be multiplied by the Capital Cost Underrun Factor (“CCU Factor”). The CCU Factor shall be equal to 1 - [(CCU/EPC) X 50%]. In no event shall the CCU Factor be less than (i) 0.9115, in the case of the 165,000 Dth/d of Majorsville capacity, and (ii) 0.9091, in the case of the 85,000 Dth/d of Mobley capacity and 150,000 Dth/d of Sherwood capacity.
Any such adjustment to Shipper’s Daily Demand Rate shall be effective prospectively beginning as soon as administratively feasible, but no later than the second anniversary date of the Actual In-Service Date and shall remain in effect for the balance of the Initial Term and any Extended Term Service.

"Actual Project Costs" or APC shall mean, subject to any limits on costs as set forth below, all costs and expenses incurred by TCO, including trailing costs up to twelve months subsequent to the Actual In-Service Date, to complete the Project in the manner contemplated by this Precedent Agreement between TCO and Shipper, including but not limited to (a) all costs and expenses incurred for engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, including all compression costs, (b) all costs and expenses incurred for environmental, right-of-way, legal, construction management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs, and (d) an allowance for funds used during construction ("AFUDC") computed in accordance with regulations of the FERC. Notwithstanding the foregoing, TCO shall exclude from the APC all costs related to the Majorsville Booster Compression. TCO shall maintain books and records reasonably necessary for Shipper to verify the APC. The Parties acknowledge that TCO's formal books and records that conform with the FERC and accounting policies and guidelines may not match the APC used to determine Shipper's adjusted Daily Demand Rate.

“Capital Cost Overrun” or “CCO” shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs exceed Estimated Project Costs.

“Capital Cost Underrun” or “CCU” shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs are less than Estimated Project Costs.

“Estimated Project Costs” or “EPC” shall mean all costs and expenses that are projected to be incurred by Transporter to complete the Project in the manner contemplated by the Precedent Agreement between TCO and Shipper, including but not limited to (a) all costs and expenses projected to be incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project facilities, (b) all costs and expenses projected to be incurred for environmental, right-of-way, legal, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs and (d) AFUDC computed in accordance with the regulations of the FERC, and (e) a contingency amount equal to at least 10% of the total EPC. Notwithstanding the foregoing, TCO shall exclude from the EPC all costs related to the Majorsville Booster Compression. For purposes of determining the
adjustment to Shipper’s Daily Demand Rate pursuant to this provision, the Parties agree that the Estimated Project Costs shall equal $1,420,000,000, which was presented to and approved by NiSource Inc.’s board of directors for authorization of the Project on August 4, 2014.

Shipper shall have one-time right, exercised no later than thirteen (13) months after the Actual In-Service Date of the Project, to review TCO’s books and records as reasonably necessary to verify Project costs for purposes of this provision.

Accepted and agreed to this 1\textsuperscript{st} day of June, 2016

Kaiser Marketing Appalachian, LLC

By: ___________________________

Title: __________________________

Columbia Gas Transmission, LLC

By: ___________________________

Title: __________________________
## ATTACHMENT B-1

### NEGOTIATED RESERVATION RATES

<table>
<thead>
<tr>
<th>Primary Receipt Point(s)*</th>
<th>Primary Delivery Point(s)*</th>
<th>Transportation Demand (Dth/day)</th>
<th>Term</th>
<th>Daily Demand Rate**</th>
<th>Daily Commodity Rate**</th>
<th>Rate Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobley (meter no. 642824)</td>
<td>Leach (meter no. 801)</td>
<td>85,000 Dth/day</td>
<td>16 years from Actual In-Service Date</td>
<td>$0.55</td>
<td>$0.00</td>
<td>FTS</td>
</tr>
<tr>
<td>Majorsville (meter no. TBD)</td>
<td>Leach (meter no. 801)</td>
<td>165,000 Dth/day</td>
<td>16 years from Actual In-Service Date</td>
<td>$0.565</td>
<td>$0.00</td>
<td>FTS</td>
</tr>
<tr>
<td>Sherwood (meter no. 642645)</td>
<td>Leach (meter no. 801)</td>
<td>150,000 Dth/day</td>
<td>16 years from Actual In-Service Date</td>
<td>$0.55</td>
<td>$0.00</td>
<td>FTS</td>
</tr>
</tbody>
</table>

* Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of TCO's FERC Gas Tariff, at no incremental charge. The Majorsville Primary Receipt Point reflected in the table above shall be a non-physical nominations point to be created by TCO and reflected as a primary receipt point on Shipper's Service Agreement ("Majorsville Logical Point"). For TCO capacity restriction purposes along the Project's pipeline segment between the MarkWest facility and Lone Oak ("Majorsville Pipeline Segment"), the Majorsville Logical Point shall be deemed to be located adjacent to the physical point of interconnection proposed between the Project and the MarkWest facility ("Majorsville Physical Point"), such physical point location to be mutually agreed upon between MarkWest and TCO, provided however, that TCO shall use commercially reasonable efforts to acquire, design, construct, install, and obtain all necessary materials, permits and land rights for the Project's pipeline to the MarkWest Facility property line. As part of the Project's facilities, TCO shall construct the necessary compression at Lone Oak to enable Shipper's physical deliveries into the Majorsville Pipeline Segment to overcome a prevailing line pressure of no more than 1075 psig. Notwithstanding any other provision herein, Shipper shall be solely responsible (financially and otherwise) for any arrangements and/or agreements, including all interconnection, compression and metering facilities related to any physical receipt point(s) of interconnection (excluding the Majorsville Physical Point) upstream of the Majorsville Pipeline Segment, such physical receipt point(s) to be accessed by Shipper on a secondary basis for nominations and scheduling priority purposes unless Shipper elects to amend, subject to available meter capacity, all or a portion of its primary receipt point capacity from the Majorsville Logical Point to such other physical receipt points.

** In addition, Shipper shall pay all applicable demand and commodity surcharges specified under Rate Schedule FTS, as such may change from time to time, with the exception of the Capital Cost Recovery Mechanism (CCRM) surcharge.
In addition to the rates above, Shipper will pay the fuel retention applicable to Rate Schedule FTS, as such may change from time to time.