

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs  
Proposed Effective Date: November 1, 2021  
Service Agreement No. 172580 – Ascent Resources – Utica, LLC  
Option Code A

Service Agreement No. 172580

Revision No. 4

## FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this      day of September 17, 2021, 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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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. Service under this Agreement commenced as of January 1, 2018, and shall continue in full force and effect until December 31, 2032 ("Initial Term"). 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 700 Louisiana Street, Suite 1300, Houston, TX 77002, Attention: Contracts and notices to Shipper shall be addressed to it at Ascent Resources – Utica, LLC, 3501 NW 63<sup>rd</sup> Street, 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): FTS Service Agreement 172580 Revision 3.

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

ASCENT RESOURCES – UTICA, LLC

By DocuSigned by:  
Robert Tise  
644441E5E9214D5  
Title Director - Marketing and Transportation  
Date September 17, 2021

COLUMBIA GAS TRANSMISSION, LLC

By DocuSigned by:  
John Richardson  
CD81AEB6018146C...  
Title Director, Commercial East  
Date September 21, 2021

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KB

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JS

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JR

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Revision No. 4

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

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
1/1/2018	3/31/2021	200,000	1/1-12/31
4/1/2021	12/31/2032	224,000	1/1-12/31

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Minimum Receipt Pressure Obligation (psig)1/</u>	<u>Recurrence Interval</u>
1/1/2018	3/31/2021	743103	Eureka	743103	Eureka	200,000		1/1-12/31
4/1/2021	12/31/2032	743103	Eureka	743103	Eureka	224,000		1/1-12/31

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Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Delivery Obligation (Dth/day) 2/</u>	<u>Design Daily Quantity (Dth/day) 1/</u>	<u>Minimum Delivery Pressure Obligation (psig) 1/</u>	<u>Recurrence Interval</u>
1/1/2018	3/31/2021	P10	TCO Pool	P10	TCO Pool	200,000			1/1-12/31
4/1/2021	10/31/2021	P10	TCO Pool	P10	TCO Pool	224,000			1/1-12/31
11/1/2021	3/31/2022	P10	TCO Pool	P10	TCO Pool	199,000			1/1-12/31
11/1/2021	3/31/2022	23N-2	Col Gas OH OP 05-2	706508	Elyria	12,500			1/1-12/31
11/1/2021	3/31/2022	23N-2	Col Gas OH OP 05-2	708002	Lora in East	12,500			1/1-12/31
4/1/2022	12/31/2032	P10	TCO Pool	P10	TCO Pool	224,000			1/1-12/31

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

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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.

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☐ 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 DocuSigned by:  
Robert Tise

Title Director - Marketing and Transportation

Date September 17, 2021

COLUMBIA GAS TRANSMISSION, LLC

By DocuSigned by:  
John Richardson  
CD81AEB6018146C...

Title Director, Commercial East

Date September 21, 2021

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KB

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JR

Appendix B to Service Agreement No. 172580 Revision 4

September 14, 2021

Ascent Resources – Utica, LLC  
3501 NW 63<sup>rd</sup> Street  
Oklahoma City, OK 73116  
Attention: Chaz Allen

RE: FTS Service Agreement No. 172580 Revision 4  
Third Amended and Restated Negotiated Rate Letter Agreement

Dear Chaz:

This Third Amended and Restated Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC (“Transporter” or “TCO”) and Ascent Resources – Utica, LLC (“Shipper”), shall set forth the applicable rates 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 remaining Initial Term of November 1, 2021 through December 31, 2032 for the transportation service provided shall be those rates and terms agreed upon as set forth in the Attachment B-1 attached hereto.
2. All capitalized terms used but not defined herein shall have the meanings given them in FTS Service Agreement No. 172580 Revision 4.
3. This Third Amended and Restated Negotiated Rate Letter Agreement replaces and supersedes effective November 1, 2021, the Amended and Restated Negotiated Rate Letter Agreement between the Parties accepted and agreed to on March 29, 2021.

Accepted and agreed to this <sup>17</sup> day of September, 2021.

Ascent Resources – Utica, LLC

By:  DocuSigned by:  
C44415E5E0214B5


Title: Director - Marketing and Transportation

Date: September 17, 2021

Columbia Gas Transmission, LLC

By:  DocuSigned by:  
CD81AE6018146C... 

Title: Director, Commercial East 

Date: September 21, 2021 

## Appendix B to Service Agreement No. 172580 Revision 4

## Attachment B-1

Effective 11/1/2021

## NEGOTIATED RESERVATION RATES

Primary Receipt Point(s)*	Primary Delivery Point(s)*	Transportation Demand (Dth/day)	Term	Daily Demand Rate	Daily Commodity Rate	Rate Schedule
Eureka (meter no. 743103)	TCO Pool (meter no. P10)	224,000 Dth/day	4/1/2021 to 10/31/2021	\$0.619	maximum applicable	FTS
Eureka (meter no. 743103)	TCO Pool (meter no. P10)	199,000 Dth/day	11/1/2021 to 3/31/2022	\$0.619	maximum applicable	FTS
Eureka (meter no. 743103)	Col Gas OH OP 05-2 (meter no. 23N-2)	25,000 Dth/day	11/1/2021 to 3/31/2022	\$0.619	maximum applicable	FTS
Eureka (meter no. 743103)	TCO Pool (meter no. P10)	224,000 Dth/day	4/1/2022 to 12/31/2032	\$0.619	maximum applicable	FTS

\* 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).

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 to Service Agreement No. 172580 Revision 4

**ATTACHMENT B-2**

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  $1 + [(CCO/EPC) \times 50\%]$ . 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  $1 - [(CCU/EPC) \times 50\%]$ . 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.