



November 1, 2018

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

Columbia Gas Transmission, LLC
700 Louisiana Street, Suite 700
Houston, TX 77002-2700

John A. Roscher
Director, Rates & Tariffs

Tel 832.320.5675
email John_Roscher@TransCanada.com
web www.columbiapipelineinfo.com

Re: Columbia Gas Transmission, LLC
Non-Conforming & Negotiated Rate Amendment
Docket No. RP19-____-000

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,¹ Columbia Gas Transmission, LLC (“Columbia”) hereby respectfully submits for filing and acceptance revised tariff section VIII.12 – Service Agreement Forms, Non-Conforming Service Agreements (“VIII.12”) to be part of its FERC Gas Tariff, Fourth Revised Volume No. 1 (“Tariff”) along with an amended Rate Schedule FTS (“FTS”) negotiated rate service agreement containing non-conforming terms (“Amendment”), to be part of its FERC Gas Tariff, Original Volume No. 1.1 (“Tariff No. 1.1”).² Columbia respectfully requests that the Commission accept the proposed tariff records, included as Appendix A, to be effective November 1, 2018, 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:

* David R. Hammel
Director, U.S. Legal
Columbia Gas Transmission, LLC
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Tel. (832) 320-5861
dave_hammel@transcanada.com

John A. Roscher
Director, Rates & Tariffs
* David H. Brown
Manager, Tariffs & Compliance
Columbia Gas Transmission, LLC
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700

¹ 18 C.F.R. Part 154 (2018).

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.” Columbia has elected to file the Amendments included herein as a whole document in PDF format.

* Persons designated for official service pursuant to Rule 2010.

Statement of Nature, Basis and Reasons

On October 31, 1996, in Docket No. RP96-390,³ the Commission approved Section VII.46 of the General Terms and Conditions of Columbia’s Tariff, which authorized Columbia to enter into negotiated rate agreements with its customers.

In accordance with Section VII.46, Columbia is filing this Amendment to reflect revisions to a negotiated rate agreement containing non-conforming terms that was originally filed as part of Columbia’s Leach XPress Project (“Project”)⁴, as discussed below:

- Contract No. 172580 – Columbia has agreed to allow Ascent Resources – Utica, LLC to change the primary receipt point for all contract volumes to Eureka effective November 1, 2018, and has updated the Appendix A to Contract No. 172580 to reflect the change. Contract No. 172580 is included in Appendix A as tariff record 4.8.

To conform with Order No. 714, Columbia is submitting the Amendment individually and in its entirety as tariff record 4.8. Columbia is requesting that the Commission approve the Amendment (Appendix A tariff record 4.8), to be effective November 1, 2018.

Request for Waiver and Effective Date

Columbia respectfully requests the Commission accept revised VIII.12 and the Amendment to be effective November 1, 2018, and respectfully requests waiver of Section 154.207 of the Commission’s regulations to allow for this effective date.⁵

³ *Columbia Gas Transmission Corporation*, 77 FERC ¶ 61,093 (1996), *order on compliance filing*, 78 FERC ¶ 61,263, *reh’g*, 81 FERC ¶ 61,206 (1997).

⁴ See *Columbia Gas Transmission, LLC*, Docket No. RP18-25-000 (November 2, 2017) (Unpublished Director’s letter order) and *Columbia Gas Transmission, LLC*, Docket No. RP18-811-000 (June 7, 2018) (Unpublished Director’s letter order). The Amendment was originally filed and approved in Docket No. RP18-25-000 as part of the Project as a negotiated rate service agreement containing a non-conforming provision. The non-conforming provision contained in the Amendment remains unchanged from that previously accepted by the Commission.

⁵ See *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Rate Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,176 at 61,241-242 (1996) (indicating that the Commission will “readily grant requests to waive the 30-day notice requirement”).

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 is submitting the following via its electronic tariff filing:

1. This transmittal letter;
2. A clean version of the tariff records (Appendix A); and
3. A marked version of the tariff records (Appendix B).

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 of Columbia's existing customers and interested state regulatory agencies. A copy of this letter, together with any 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 David Brown at (832) 320-5512.

Respectfully submitted,

COLUMBIA GAS TRANSMISSION, LLC



John A. Roscher
Director, Rates & Tariffs

Enclosures

Appendix A

Clean Tariff Records

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

<u>Tariff Section</u>		<u>Version</u>
VIII.12	Service Agreement Forms, Non-Conforming Service Agreements	v.38.0.0

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

<u>Tariff Section</u>		<u>Version</u>
4.8	Ascent Resources – Utica, LLC	v.4.0.0

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

<u>Customer</u>	<u>Rate Schedule</u>	<u>Contract No.</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Docket No.</u>
Virginia Power Energy Services Corp.	NTS	71024	7/1/2013	10/31/2019	RP13-912
Columbia Gas of Kentucky, Inc.	SST	80160	11/1/2004	3/31/2020	RP05-21
UGI Utilities, Inc.	FTS	78653	5/15/2004	10/31/2029	RP10-987
ChevronTexaco Natural Gas, a Division of Chevron U.S.A., Inc.	ITS	74620	1/1/2003	1/1/2200	RP13-571
Pivotal Utility Holding, Inc. dba Elizabethtown Gas	FTS	92061	11/1/1993	10/31/2020	RP13-571
Columbia Gas of Virginia, Inc.	ITS	38999	11/1/1993	1/1/2200	RP13-571
Stand Energy Corporation	FTS	74865	4/1/2003	3/31/2018	RP13-571
Columbia Gas of Virginia, Inc.	FTS	50473	11/1/1999	10/31/2022	RP13-571
Columbia Gas of Virginia, Inc.	FTS	77309	11/27/2003	10/31/2023	RP13-571
International Paper Company	FTS	62077	11/1/1998	10/31/2018	RP13-571
Virginia Natural Gas, Inc.	SST	60536	11/1/1999	3/31/2021	RP13-571
Delmarva Power & Light Company	FTS	49832	11/1/1998	10/31/2018	RP13-571
Delmarva Power & Light Company	FTS	49833	11/1/1999	10/31/2018	RP13-571
Columbia Gas of Virginia, Inc.	FSS	6798	4/1/2009	3/31/2024	RP13-571
City of Charlottesville	FSS	6890	4/1/2009	3/31/2024	RP13-571
City of Charlottesville	SST	6801	4/1/2009	3/31/2024	RP13-571
Columbia Gas of Virginia, Inc.	SST	6796	4/1/2009	3/31/2024	RP13-571
Easton Utilities Commission	FSS	6799	4/1/2009	3/31/2024	RP13-571
Easton Utilities Commission	SST	6797	4/1/2009	3/31/2024	RP13-571
Washington Gas Light Company	FSS	6802	4/1/2009	3/31/2024	RP13-571
Pivotal Utility Holdings, Inc. d/b/a Elizabethtown	NTS	39275	11/1/1993	10/31/2020	RP13-684
Virginia Power Services Energy Corp., Inc.	FTS	139080	4/15/2014	4/14/2034	RP14-624

<u>Customer</u>	<u>Rate Schedule</u>	<u>Contract No.</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Docket No.</u>
Virginia Power Services Energy Corp., Inc.	NTS	139085	4/15/2014	4/14/2034	RP14-624
City of Richmond	FT-C	155679	09/01/2014	08/31/2034	RP14-1161
Columbia Gas of Virginia, Inc.	FT-C	155684	09/01/2014	08/31/2034	RP14-1161
Virginia Natural Gas, Inc.	FT-C	155699	09/01/2014	08/31/2034	RP14-1161
Celanese Acetate, LLC	FTS	151487	10/01/2014	10/31/2029	RP14-1243
Range Resources-Appalachia, LLC	FTS	150679	11/01/2014	10/31/2024	RP14-1293
Rice Drilling B LLC	FTS	151489	11/01/2014	10/31/2024	RP14-1293
Pacific Summit Energy, LLC	OPT-60	154513	11/01/2014	10/31/2017	RP14-1294
Texla Energy Management, Inc.	OPT-60	154518	11/01/2014	10/31/2017	RP14-1294
Antero Resources Corporation	FTS	149759	11/01/2014	10/31/2024	RP15-47
Antero Resources Corporation	FTS	149760	11/01/2014	03/31/2025	RP15-47
Pacific Summit Energy, LLC	OPT-60	157998	11/01/2014	10/31/2017	RP15-54
SWN Energy Services Company, LLC	FTS	161147	10/01/2015	09/30/2025	RP15-1252
SWN Energy Services Company, LLC	FTS	161148	10/01/2015	09/30/2020	RP15-1252
South Jersey Resources Group, LLC	FTS	161144	10/01/2015	09/30/2030	RP15-1253
South Jersey Resources Group, LLC	FTS	163148	10/01/2015	10/31/2017	RP15-1253
Cabot Oil & Gas Corporation	FTS	161137	11/01/2015	10/31/2025	RP15-1253
Antero Resources Corporation	FTS	168381	11/01/2015	10/31/2017	RP16-26
New Jersey Natural Gas Company	FTS	161129	11/01/2015	10/31/2030	RP16-37
New Jersey Natural Gas Company	NTS	161136	11/01/2015	10/31/2030	RP16-37
South Jersey Gas Company	FTS	161135	11/01/2015	10/31/2030	RP16-37
South Jersey Resources Group, LLC	FTS	169245	11/01/2015	10/31/2019	RP16-37
Kentucky Power Company	FTS	173522	6/1/2016	5/31/2031	RP16-1000
Eclipse Resources Marketing, LP	FTS	180604	10/1/2016	9/30/2031	RP16-1232
Gulfport Energy Corporation	FTS	173274	1/	2/	RP18-811
Ascent Resources – Utica, LLC	FTS	172580	11/1/2018	12/31/2032	RP19-___

<u>Customer</u>	<u>Rate Schedule</u>	<u>Contract No.</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Docket No.</u>
Noble Energy, Inc.	FTS	173394	1/	2/	RP18-811
Range Resources Appalachia, LLC	FTS	173261	1	2/	RP18-811
Kaiser Marketing Appalachian, LLC	FTS	173446	1/	3/	RP18-811
EQT Energy, LLC	FTS	198520	1/	2/	RP18-811
CNX Gas Company LLC	FTS	186926	1/	2/	RP18-811
Ascent Resources – Utica, LLC	FTS	195969	1/	2/	RP18-811
EQT Energy, LLC	FTS	205994	6/1/2018	10/31/2024	RP18-811
Antero Resources Corporation	FTS	176700	9/18/2018	9/17/2033	RP18-1065
Arsenal Resources Energy LLC	FTS	198817	9/18/2018	9/17/2033	RP18-1066
Noble Energy, Inc.	FTS	176680	4/	5/	RP18-1217
Washington Gas Light Company	FTS	176681	4/	5/	RP18-1217
Antero Resources Corporation	FTS	176701	4/	6/	RP18-1217

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.
- 4/ The Effective Date shall be the date the WB XPress Project is placed into service.
- 5/ The Termination Date shall be 15 years after the WB XPress Project is placed into service.
- 6/ The Termination Date shall be 20 years after the WB XPress Project is placed into service.

Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs
Proposed Effective Date: November 1, 2018
Service Agreement No. 172580 – Ascent Resources – Utica, LLC
Option Code A

Service Agreement No. 172580
Revision No. 2

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of October, 2018, 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 shall commence as of November 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, Suite 700, Houston, TX 77002, Attention: Contracts 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): FTS Service Agreement 172580 Revision 1.

ASCENT RESOURCES – UTICA, LLC

By

Title Director - Midstream + Marketing

Date

10/18/18

LIA

COLUMBIA GAS TRANSMISSION, LLC

By

Title Russell A. Mahan

Date

10/22/18

J. Bertovic

10/23/18

Jasmin Bertovic
Vice President

EWN

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/	200,000	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)</u>	<u>Recurrence Interval</u>
1/	1/	743103	Eureka	743103	Eureka	200,000	2/	1/1-12/31

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)</u>	<u>Minimum Delivery Pressure Obligation (psig)</u>	<u>Recurrence Interval</u>
1/	1/	P10	TCO Pool	P10	TCO Pool	200,000	2/	2/	1/1-12/31

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 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 Director - Midstream + Marketing
Date 10/15/18

CA

COLUMBIA GAS TRANSMISSION, LLC

By [Signature]
Title Russell A. Mahan
Date 10/22/18

ENW

[Signature]
10/23/18 Jasmin Bertovic
Vice President

Appendix B to Service Agreement No. 172580 Revision 2

October 17, 2018

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

RE: FTS Service Agreement No. 172580 Revision 2
Negotiated Rate Letter Agreement

Dear Jim:

This 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 Initial Term for the transportation service provided shall be those rates and terms agreed upon as set forth in the ATTACHMENT B-1 attached hereto.
2. As a result of the operation of the Daily Demand Rate adjustment mechanism set forth in Paragraph 1 of the Negotiated Rate Letter Agreement executed by and between the Parties and dated December 20, 2017, attached hereto as ATTACHMENT B-2, the Daily Demand Rate set forth therein is increased \$0.05 effective as of January 1, 2018 (“Daily Demand Rate Increase”). The Daily Demand Rate Increase is included in the Daily Demand Rate set forth in ATTACHMENT B-1 attached hereto.
3. Shipper shall have a one-time right, to be exercised no later than thirteen (13) months after the date that Transporter files its statement of costs with the Federal Energy Regulatory Commission pursuant to 18 CFR § 157.20(c)(3) to review Transporter’s books and records as reasonably necessary to verify the

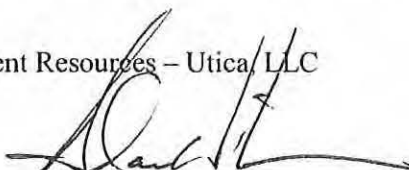
Appendix B to Service Agreement No. 172580 Revision 2

Project costs used in the calculation the Daily Demand Rate adjustment mechanism described above. Transporter is required by the above-referenced regulation to file such statement of costs no later than July 1, 2018.


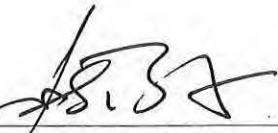
4. Shipper agrees not to withhold payment of the Daily Demand Rate Increase pursuant to the good faith dispute provisions set forth in General Terms and Conditions Section 10.2(d) of Transporter's Tariff prior to the Parties' resolution of the findings of the Shipper's Audit and Transporter agrees to amend ATTACHMENT B-1 and to promptly refund, with accrued interest calculated in accordance with 18 C.F.R. § 154.501, such portion of the Daily Demand Rate Increase as necessary to reflect such resolution.
5. All capitalized terms used but not defined herein shall have the meanings given them in FTS Service Agreement No. 172580 Revision 2.
6. This Amended and Restated Negotiated Rate Letter Agreement replaces and supersedes the Negotiated Rate Letter Agreement between the Parties dated April 17, 2018.

Accepted and agreed to this ____ day of October, 2018.

Ascent Resources – Utica/LLC

By: 
Title: Director - Midstream & Marketing
Date: 10/18/18 CHA

Columbia Gas Transmission, LLC

By:  ENN	By:  ENN
Title: <u>Russell A. Mahan</u> <u>Vice President</u>	Title: <u>Jasmin Bertovic</u> <u>Vice President</u>
Date: <u>10/22/18</u>	Date: <u>10/23/18</u>

ATTACHMENT B-1

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)	200,000 Dth/day	15 years from Actual In-Service Date	\$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) 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.

ATTACHMENT B-2

- I. 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.

Appendix B to Service Agreement No. 172580 Revision 2

“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.

Appendix B

Marked Tariff Records

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

<u>Tariff Section</u>		<u>Version</u>
VIII.12	Service Agreement Forms, Non-Conforming Service Agreements	v.38.0.0

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

<u>Tariff Section</u>		<u>Version</u>
4.8	Ascent Resources – Utica, LLC	v.4.0.0

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

<u>Customer</u>	<u>Rate Schedule</u>	<u>Contract No.</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Docket No.</u>
Virginia Power Energy Services Corp.	NTS	71024	7/1/2013	10/31/2019	RP13-912
Columbia Gas of Kentucky, Inc.	SST	80160	11/1/2004	3/31/2020	RP05-21
UGI Utilities, Inc.	FTS	78653	5/15/2004	10/31/2029	RP10-987
ChevronTexaco Natural Gas, a Division of Chevron U.S.A., Inc.	ITS	74620	1/1/2003	1/1/2200	RP13-571
Pivotal Utility Holding, Inc. dba Elizabethtown Gas	FTS	92061	11/1/1993	10/31/2020	RP13-571
Columbia Gas of Virginia, Inc.	ITS	38999	11/1/1993	1/1/2200	RP13-571
Stand Energy Corporation	FTS	74865	4/1/2003	3/31/2018	RP13-571
Columbia Gas of Virginia, Inc.	FTS	50473	11/1/1999	10/31/2022	RP13-571
Columbia Gas of Virginia, Inc.	FTS	77309	11/27/2003	10/31/2023	RP13-571
International Paper Company	FTS	62077	11/1/1998	10/31/2018	RP13-571
Virginia Natural Gas, Inc.	SST	60536	11/1/1999	3/31/2021	RP13-571
Delmarva Power & Light Company	FTS	49832	11/1/1998	10/31/2018	RP13-571
Delmarva Power & Light Company	FTS	49833	11/1/1999	10/31/2018	RP13-571
Columbia Gas of Virginia, Inc.	FSS	6798	4/1/2009	3/31/2024	RP13-571
City of Charlottesville	FSS	6890	4/1/2009	3/31/2024	RP13-571
City of Charlottesville	SST	6801	4/1/2009	3/31/2024	RP13-571
Columbia Gas of Virginia, Inc.	SST	6796	4/1/2009	3/31/2024	RP13-571
Easton Utilities Commission	FSS	6799	4/1/2009	3/31/2024	RP13-571
Easton Utilities Commission	SST	6797	4/1/2009	3/31/2024	RP13-571
Washington Gas Light Company	FSS	6802	4/1/2009	3/31/2024	RP13-571
Pivotal Utility Holdings, Inc. d/b/a Elizabethtown	NTS	39275	11/1/1993	10/31/2020	RP13-684
Virginia Power Services Energy Corp., Inc.	FTS	139080	4/15/2014	4/14/2034	RP14-624

<u>Customer</u>	<u>Rate Schedule</u>	<u>Contract No.</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Docket No.</u>
Virginia Power Services Energy Corp., Inc.	NTS	139085	4/15/2014	4/14/2034	RP14-624
City of Richmond	FT-C	155679	09/01/2014	08/31/2034	RP14-1161
Columbia Gas of Virginia, Inc.	FT-C	155684	09/01/2014	08/31/2034	RP14-1161
Virginia Natural Gas, Inc.	FT-C	155699	09/01/2014	08/31/2034	RP14-1161
Celanese Acetate, LLC	FTS	151487	10/01/2014	10/31/2029	RP14-1243
Range Resources-Appalachia, LLC	FTS	150679	11/01/2014	10/31/2024	RP14-1293
Rice Drilling B LLC	FTS	151489	11/01/2014	10/31/2024	RP14-1293
Pacific Summit Energy, LLC	OPT-60	154513	11/01/2014	10/31/2017	RP14-1294
Texla Energy Management, Inc.	OPT-60	154518	11/01/2014	10/31/2017	RP14-1294
Antero Resources Corporation	FTS	149759	11/01/2014	10/31/2024	RP15-47
Antero Resources Corporation	FTS	149760	11/01/2014	03/31/2025	RP15-47
Pacific Summit Energy, LLC	OPT-60	157998	11/01/2014	10/31/2017	RP15-54
SWN Energy Services Company, LLC	FTS	161147	10/01/2015	09/30/2025	RP15-1252
SWN Energy Services Company, LLC	FTS	161148	10/01/2015	09/30/2020	RP15-1252
South Jersey Resources Group, LLC	FTS	161144	10/01/2015	09/30/2030	RP15-1253
South Jersey Resources Group, LLC	FTS	163148	10/01/2015	10/31/2017	RP15-1253
Cabot Oil & Gas Corporation	FTS	161137	11/01/2015	10/31/2025	RP15-1253
Antero Resources Corporation	FTS	168381	11/01/2015	10/31/2017	RP16-26
New Jersey Natural Gas Company	FTS	161129	11/01/2015	10/31/2030	RP16-37
New Jersey Natural Gas Company	NTS	161136	11/01/2015	10/31/2030	RP16-37
South Jersey Gas Company	FTS	161135	11/01/2015	10/31/2030	RP16-37
South Jersey Resources Group, LLC	FTS	169245	11/01/2015	10/31/2019	RP16-37
Kentucky Power Company	FTS	173522	6/1/2016	5/31/2031	RP16-1000
Eclipse Resources Marketing, LP	FTS	180604	10/1/2016	9/30/2031	RP16-1232
Gulfport Energy Corporation	FTS	173274	1/	2/	RP18-811
Ascent Resources – Utica, LLC	FTS	172580	4/11/201 8	2/12/31/2032	RP18- 811RP19-

<u>Customer</u>	<u>Rate Schedule</u>	<u>Contract No.</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Docket No.</u>
Noble Energy, Inc.	FTS	173394	1/	2/	RP18-811
Range Resources Appalachia, LLC	FTS	173261	1	2/	RP18-811
Kaiser Marketing Appalachian, LLC	FTS	173446	1/	3/	RP18-811
EQT Energy, LLC	FTS	198520	1/	2/	RP18-811
CNX Gas Company LLC	FTS	186926	1/	2/	RP18-811
Ascent Resources – Utica, LLC	FTS	195969	1/	2/	RP18-811
EQT Energy, LLC	FTS	205994	6/1/2018	10/31/2024	RP18-811
Antero Resources Corporation	FTS	176700	9/18/2018	9/17/2033	RP18-1065
Arsenal Resources Energy LLC	FTS	198817	9/18/2018	9/17/2033	RP18-1066
Noble Energy, Inc.	FTS	176680	4/	5/	RP18-1217
Washington Gas Light Company	FTS	176681	4/	5/	RP18-1217
Antero Resources Corporation	FTS	176701	4/	6/	RP18-1217

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.
- 4/ The Effective Date shall be the date the WB XPress Project is placed into service.
- 5/ The Termination Date shall be 15 years after the WB XPress Project is placed into service.
- 6/ The Termination Date shall be 20 years after the WB XPress Project is placed into service.

Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs

Proposed Effective Date: ~~January~~ November 1, 2018
Service Agreement No. 172580 – Ascent Resources – Utica, LLC
Option Code A

Service Agreement No. 172580
Revision No. 1

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of December, 2017, 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 shall commence as of November 1, 2018, and shall continue in full force and effect until December 31, 2032 (“Initial Tenn”). ~~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 ~~700 Louisiana, Suite 700, Houston, TX 77002, Attention: Contracts~~~~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): FTS Service Agreement 172580 Revision 0.

ASCENT RESOURCES – UTICA, LLC

COLUMBIA GAS TRANSMISSION, LLC

By _____

By _____

Title _____

Title _____

Date _____

Date _____

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/	200,000	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)</u>	<u>Recurrence Interval</u>
1/	1/	743093	Stagecoach	743093	Stagecoach	50,000	2/	1/1-12/31
1/	1/	743103	Eureka	743103	Eureka	200,000 150,00	2/	1/1-12/31

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)</u>	<u>Minimum Delivery Pressure Obligation (psig)</u>	<u>Recurrence Interval</u>
1/	1/	P10	TCO Pool	P10	TCO Pool	200,000	2/	2/	1/1-12/31

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 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, LLP

By _____

Title _____

Date _____

COLUMBIA GAS TRANSMISSION, LLC

By _____

Title _____

Date _____

Appendix B to Service Agreement No. 172580 Revision ~~1~~2

October 17, 2018~~April 17 2018~~

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

RE: FTS Service Agreement No. 172580 Revision ~~1~~2
~~Amended and Restated~~ Negotiated Rate Letter Agreement

Dear Jim:

This Amended and Restated Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC (“Transporter”) 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 Initial Term for the transportation service provided shall be those rates and terms agreed upon as set forth in the ATTACHMENT B-1 attached hereto.
2. As a result of the operation of the Daily Demand Rate adjustment mechanism set forth in Paragraph 1 of the Negotiated Rate Letter Agreement executed by and between the Parties and dated December 20, 2017, attached hereto as ATTACHMENT B-2, the Daily Demand Rate set forth therein is increased \$0.05 effective as of January 1, 2018 (“Daily Demand Rate Increase”). The Daily Demand Rate Increase is included in the Daily Demand Rate set forth in ATTACHMENT B-1 attached hereto.
3. Shipper shall have a one-time right, to be exercised no later than thirteen (13) months after the date that Transporter files its statement of costs with the Federal Energy Regulatory Commission pursuant to 18 CFR § 157.20(c)(3) to review Transporter's books and records as reasonably necessary to verify the Project costs used in the calculation of the Daily Demand Rate adjustment mechanism described above. Transporter is required by the above-referenced regulation to file such statement of costs no later than July 1, 2018.

4. Shipper agrees not to withhold payment of the Daily Demand Rate Increase pursuant to the good faith dispute provisions set forth in General Terms and Conditions Section 10.2(d) of Transporter's Tariff prior to the Parties' resolution of the findings of Shipper's Audit and Transporter agrees to amend ATTACHMENT B-1 and to promptly refund, with accrued interest calculated in accordance with 18 C.F.R. § 154.501, such portion of the Daily Demand Rate Increase as necessary to reflect such resolution.
5. All capitalized terms used but not defined herein shall have the meanings given them in FTS Service Agreement No. 172580 Revision ~~1~~2.
6. This Amended and Restated Negotiated Rate Letter Agreement replaces and supersedes the Negotiated Rate Letter Agreement between the Parties dated ~~December 20, 2017~~April 17, 2018.

Accepted and agreed to this day of ~~April~~October, 2018

Ascent Resources – Utica, LLC

By: _____

Title: _____

Date: _____

Columbia Gas Transmission, LLC

By: _____

Title: _____

Date: _____

ATTACHMENT B-1

NEGOTIATED RESERVATION RATES

Primary Receipt Point(s)*	Primary Delivery Point(s)*	Transportation Demand (Dth/day)	Term	Daily Demand Rate	Daily Commodity Rate	Rate Schedule
Stagecoach (meter no. 743093)	TCO Pool (meter no. P10)	50,000 Dth/day	15 years from Actual In-Service Date	\$0.619	maximum applicable	FTS
Eureka (meter no. 743103)	TCO Pool (meter no. P10)	150,000 200,000 Dth/day	15 years from Actual In-Service Date	\$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) 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.

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.