

Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs
Proposed Effective Date: August 1, 2020
Service Agreement No. 198792 – Antero Resources Corporation
Option Code A

Service Agreement No. 198792
Revision No. 3

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of July, 2020, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and ANTERO RESOURCES 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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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. Service under this Agreement shall commence as of January 18, 2019 and shall continue in full force and effect until January 17, 2034 ("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 this Service Agreement for up to two successive five (5) year extension terms (each an "Extended Term"), exercisable no later than twelve (12) months prior to the expiration of the Initial Term and first Extended Term (if applicable). The first Extended Term must be for a minimum quantity of 560,000 Dth/d and the MDQ for the second Extended Term, if applicable, will be for an amount specified by the Shipper up to, but not exceeding, the MDQ for the first Extended Term. Any Extended Term will be at the same rates and commercial terms as specified for the Initial Term.

Section 3. Rates. Shipper shall pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's minimum rate. Such discounted rate may apply to: (a) specified quantities (contract demand or commodity quantities); (b) specified quantities above or below a certain level or all quantities if quantities exceed a certain level; (c) quantities during specified time periods; (d) quantities at specified points, locations, or other defined geographical areas; (e) that a specified discounted rate will apply in a specified relationship to the quantities actually transported (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually transported); (f) production and/or reserves committed by the Shipper; and (g) based on a formula including, but not limited to, published index prices for specific receipt and/or delivery points or other agreed-upon pricing points, provided that the resulting rate shall be no lower than the minimum nor higher than the maximum applicable rate set forth in the Tariff. In addition, the discount agreement may include a provision that if one rate component which was at or below the

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

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana, Houston, TX 77002, Attention: Transportation Contracts, and notices to Shipper shall be addressed to it at 1615 Wynkoop, Denver, CO 80202, Attention: Danielle Baldino, 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 198792, Revision No. 2.

Section 6. Credit Annex. The credit requirements appended hereto as Attachment A-3 are incorporated herein by reference with full force and effect and are made a part of this Service Agreement as though restated herein verbatim.

ANTERO RESOURCES CORPORATION

By *[Signature]*

Title *Chief Administrative Officer*

Date *7/30/2020*

COLUMBIA GAS TRANSMISSION, LLC

By *Kay Dennison*
DocuSigned by: A0EF51A630C148B...

Title Director, Trans. Acct. & Contracts

Date July 30, 2020

By *Carol Wehlmann*
DocuSigned by: 17F6410035B7436...

Title Manager, USNG Contracts

Date July 30, 2020

Revision No. 3

Appendix A to Service Agreement No. 198792
 Under Rate Schedule FTS
 between Columbia Gas Transmission, LLC ("Transporter")
 and Antero Resources Corporation ("Shipper")
Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
Jan 18, 2019	Nov 30, 2019	700,000	1/1-12/31
Dec 1, 2019	Jul 31, 2020	340,000	1/1-12/31
Aug 1, 2020	Jan 17, 2034	700,000	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>
Jan 18, 2019	Nov 30, 2019	643185	Sherwood-MXP	643185	Sherwood-MXP	700,000		1/1-12/31
Dec 1, 2019	Jul 31, 2020	643185	Sherwood-MXP	643185	Sherwood-MXP	340,000		1/1-12/31
Aug 1, 2020	Jan 17, 2034	643185	Sherwood-MXP	643185	Sherwood-MXP	700,000		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) 1/</u>	<u>Design Daily Quantity (Dth/day) 1/</u>	<u>Minimum Delivery Pressure Obligation (psig) 1/</u>	<u>Recurrence Interval</u>
Jan 18, 2019	Jan 17, 2034	801	TCO-LEACH	801	TCO-LEACH	191,628			1/1-12/31
Jan 18, 2019	Nov 30, 2019	P1027556	TCO POOL	P1027556	TCO POOL	508,372			1/1-12/31
Dec 1, 2019	Jan 31, 2020	P1027556	TCO POOL	P1027556	TCO POOL	148,372			1/1-12/31
Feb 1, 2020	Jul 31, 2020	B9	Broad Run-19	831918	Broad Run	148,372			1/1-12/31

Aug 1, 2020	Dec 31, 2025	B9	Broad Run- 19	831918	Broad Run	508,372	1/1-12/31
Jan 1, 2026	Jan 17, 2034	P1027556	TCO POOL	P1027556	TCO POOL	508,372	1/1-12/31

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 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.

ANTERO RESOURCES CORPORATION

By

Title

Date

[Handwritten Signature]
Chief Administrative Officer
7/30/2020

COLUMBIA GAS TRANSMISSION, LLC

By

Title

Date

DocuSigned by:
Kay Dennison
A0EF51A630C148B...
Director, Trans. Acct. & Contracts
July 30, 2020

By

Title

Date

DocuSigned by:
Carol Wehlmann
17F6410035B7436...
Manager, USNG Contracts
July 30, 2020

July 28, 2020

Antero Resources Corporation
1615 Wynkoop
Denver, CO 80202
Attn: Danielle Baldino

RE: Fourth Amended and Restated Negotiated Rate Letter Agreement (corresponding to Rev. 3 of FTS Agreement No. 198792)

Dear Danielle:

This Fourth Amended and Restated Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC (“Transporter” or “TCO”) and Antero Resources 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 FTS 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 and for any Extended Term (each as defined in the above-referenced FTS Service Agreement) for the transportation service provided shall be those rates and terms agreed upon as set forth in Attachment A-1 attached hereto.
2. As a result of the operation of the Daily Demand Rate adjustment mechanism set forth in Paragraph 2 of the Negotiated Rate Letter Agreement executed by and between the Parties and dated December 21, 2017, attached hereto as Attachment A-2, the Daily Demand Rate set forth therein was increased \$0.05 through the Amended and Restated Negotiated Rate Letter Agreement dated September 24, 2018 between TCO and Shipper (“Daily Demand Rate Increase”). The Daily Demand Rate Increase is included in the Daily Demand Rates set forth in Attachment A-1 attached hereto. The Daily Demand Rates agreed upon as set forth in Attachment A-1 are no longer subject to adjustment pursuant to the Daily Demand Rate adjustment mechanism.
3. Transporter will provide a listing of all costs and expenses incurred by Transporter to complete the Project, in the same detail and by the same categories in which the estimated Project costs were provided, to Shipper within thirteen (13) months of the actual in-service date. Shipper shall have a one-time right, to be exercised no later than six (6) months after the date that Transporter provides such costs and expenses to Shipper 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.
4. All capitalized terms used but not defined herein shall have the meanings given them in FTS Service Agreement No. 198792 as amended.

5. This Fourth Amended and Restated Negotiated Rate Letter Agreement replaces and supersedes the Third Amended and Restated Negotiated Rate Letter Agreement between the Parties dated January 23, 2020.

Accepted and agreed to this 30th day of July, 2020

Antero Resources Corporation

By: [Signature]
Title: Chief Administrative Officer
Date: 7/30/2020

Columbia Gas Transmission, LLC

DocuSigned by:
By: Kay Dennison
A0EF51A630C148B...
Title: Director, Trans. Acct. & Contracts
Date: July 30, 2020

DocuSigned by:
By: Carol Wehmann
17F6410035B7436...
Title: Manager, USNG Contracts
Date: July 30, 2020

Attachment A-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
Sherwood-MX (meter no. 643185)	Leach (meter no. 801)	191,628 Dth/day	1/18/2019 through 1/17/2034 plus any Extended Term pursuant to FTS Service Agreement No. 198792	\$0.60	Maximum applicable under Rate Schedule FTS	FTS
Sherwood-MXP (meter no. 643185)	TCO Pool (meter no. P1027556)	508,372 Dth/day	1/18/2019 through 11/30/2019	\$0.40	Maximum applicable under Rate Schedule FTS	FTS
Sherwood-MXP (meter no. 643185)	TCO Pool (meter no. P1027556)	148,372 Dth/day	12/1/2019 through 1/31/2020	\$0.40	Maximum applicable under Rate Schedule FTS	FTS

Sherwood-MXP (meter no. 643185)	Broad Run-19 (meter no. B9)	148,372 Dth/day	2/1/2020 through 7/31/2020	\$0.40	Maximum applicable under Rate Schedule FTS	FTS
Sherwood-MXP (meter no. 643185)	Broad Run-19 (meter no. B9)	508,372 Dth/day	8/1/2020 through 12/31/2025	\$0.40 through 1/17/2024 \$0.30 from 1/18/2024 through 12/31/2025	Maximum applicable under Rate Schedule FTS	FTS
Sherwood-MXP (meter no. 643185)	TCO Pool (meter no. P1027556)	508,372 Dth/day	1/1/2026 through 1/17/2034 plus any Extended Term pursuant to FTS Service Agreement No. 198792	\$0.30	Maximum applicable under Rate Schedule FTS	FTS

*** Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of TCOs 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) surcharges or any substantially similar successor surcharges thereto that seeks to recover TCO's capital investment to modernize its interstate transmission system. Notwithstanding the foregoing commodity charges will not be assessed on nominations for delivery to the TCO Pool.**

In addition to the rates above, Shipper shall pay the fuel retention applicable to Rate Schedule FTS, as such may change from time to time; provided that Shipper will not be required to pay fuel retention on nominations for delivery to the TCO Pool.

***** The Sherwood primary receipt point (“Sherwood Receipt Point”) shall be located as close as is commercially practicable to, but in no event more than four (4) miles from, the property line of the Sherwood Plant; provided that in the event that the Project facilities are more than four (4) miles from the Sherwood Plant, TCO shall pay for and construct any necessary facilities to provide a receipt point that is equal to or less than four (4) miles from the Sherwood Plant. TCO's indicative design operating pressure for the Sherwood Receipt Point is approximately 1095 psig into the suction side of the mainline booster compressor station located closest to the Sherwood Receipt Point. In the event that the pressure at the Sherwood Receipt Point exceeds 1100 psig, TCO shall construct any compression or other facilities necessary for Shipper to deliver into the suction side of such mainline booster compressor station, and TCO and Shipper agree that each party pay fifty (50) percent of the costs of the facilities. TCO shall be responsible for the installation of a tap and valve and Shipper shall be responsible for the metering facilities at the Sherwood Receipt Point.**

Attachment A-2

2. Shipper's Daily Demand Rates as set forth in the Negotiated Reservation Rates Table in Attachment B hereto shall be adjusted as follows:

Shipper's Daily Demand Rate reflected above shall be adjusted as follows:

To the extent Actual Project Costs (defined below) exceed Estimated Project Costs (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) 1.091 in the case of the 191,628 Dth/day of Leach capacity to result in a maximum adjusted rate of \$0.60, (ii) 1.143 for Years 1 through 5 to result in a maximum adjusted rate of \$0.40, and (iii) 1.200 for Years 6 through 16 to result in a maximum adjusted rate of \$0.30, each (ii) and (iii) in the case of the 508,372 Dth/day of TCO Pool 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) .909 in the case of the 191,628 Dth/day of Leach capacity to result in a maximum adjusted rate of \$0.50, (ii) 0.857 for Years 1 through 5 to result in a maximum adjusted rate of \$0.30, and (iii) 0.800 for Years 6 through 16 to result in a maximum adjusted rate of \$0.20, each (ii) and (iii) in the case of the 508,372 Dth/day of TCO Pool 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. 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. TCO will provide this amount, in the same detail and by the same categories in which the Estimated Project Cost were provided, to Shipper within thirteen (13) months of the Actual In-Service Date.

“Capital Cost Overrun” or “CCC” 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 TCO 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, 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, (d) AFUDC computed in accordance with the regulations of the FERC, and (e) a contingency amount equal to at least 10% of the total of (a) and (b). For purposes of determining the adjustment to Shipper’s Daily Demand Rate pursuant to this provisions the Parties agree that the Estimated Project Costs shall be equal to the amount presented to NiSource Inc.’s board of directors (“Board”) no later than June 30, 2015. TCO has provided this amount, in sufficient detail by the categories described herein, to Shipper.

Shipper shall have one-time right, exercised no later than six (6) months after the date on which TCO provides the Actual Project Costs to Shipper, to review TCO’s books and records as reasonably necessary to verify Project cost for purposes of this provision.