



April 30, 2024

Ms. Debbie-Anne A. Reese, Acting Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: Rover Pipeline LLC
Docket No. RP24-_____
Amended and Restated Non-Conforming Agreement

Dear Ms. Reese:

Rover Pipeline LLC (“Rover”) hereby electronically submits for filing with the Federal Energy Regulatory Commission (“Commission”) the following revised tariff records to its FERC NGA Gas Tariff, Original Volume No. 1-A (“Tariff”), proposed to be effective May 1, 2024.

<u>Version</u>	<u>Description</u>	<u>Title</u>
1.0.0	Contract No. 10001	Ascent Resources – Utica, LLC
1.0.0	Contract No. 10001	Exhibit A
1.0.0	Contract No. 10001	Exhibit B
1.0.0	Contract No. 10001	Exhibit C

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing is to update the corresponding tariff records in Rover’s Tariff to reflect the Amended and Restated Rate Schedule FTS Agreement with Ascent Resources – Utica, LLC (“Ascent”). In exchange for extending the term of this service agreement at a negotiated rate and in accordance with Section 11.6 of the General Terms and Conditions of Rover’s FERC NGA Gas Tariff, Original Volume No. 1 (“Original Volume No. 1 Tariff”), certain previously approved terms of the Ascent Contract No. 10001 were renegotiated. The current Ascent Contract No. 10001 is completely replaced by the Amended and Restated Contract No. 10001 filed herein effective May 1, 2024.

Ascent, as a cornerstone shipper, had several non-conforming provisions in its initial service agreement that were accepted by the Commission in its order in Docket No. RP17-773-000 issued June 30, 2017 (159 FERC ¶ 62.358 (2017)). The renegotiated service agreement filed herein does not introduce any new non-conforming provisions but eliminates or simplifies and restates non-conforming provisions that the Commission has already accepted in Ascent’s Contract No. 10001.

The non-conforming provisions of the renegotiated service agreement include updates to Ascent’s unilateral right to extend the term for certain MDQ as follows: (i) all or a portion of the 725,000 Dth of MDQ Ascent holds through September 30, 2032, may be extended by Ascent up to four (4) consecutive times for a term of five (5) years per extension (“Extended Term A”) upon notice to Rover not less than six (6) months prior to September 30, 2032, or any Extended Term A; and (ii) all or a portion of the 200,000 Dth of MDQ Ascent holds through September 30, 2045, may be extended by Ascent up to two (2) consecutive times for a total term of seven (7) years (“Extended Term B”) upon notice to Rover not less than six (6) months prior to September 30, 2045, or any Extended Term B,

which shall be for a term of at least two (2) years. Additionally, the previously accepted credit provision from Ascent's Contract No. 10001, which remains in effect for the initial term of September 30, 2032, has been restated to exclude a portion of the MDQ as defined in Exhibit C of the Negotiated Rate Agreement as "Tariff Rate MDQ" and the 200,000 Dth of MDQ effective from October 1, 2032 to September 30, 2045 ("Extended Term"), for which the credit provisions of Rover's Original Volume No. 1 Tariff shall apply.

The Amended and Restated Negotiated Rate Agreement, found in Exhibit C, extends the term through September 30, 2045, and during any extensions related to Ascent's unilateral extension rights. There are no changes to the previously accepted fixed negotiated commodity rate or the fixed negotiated reservation rates related to the portion of MDQ with primary delivery points at Dawn and/or Market Zone North, the portion of MDQ with primary delivery points at the interconnections with PEPL and ANR ("Defiance Delivery Points") in the Mainline Zone, or the portion of MDQ with primary delivery points in the Market Zone South. The renegotiated negotiated rate agreement has been amended to include a fixed negotiated reservation rate of \$0.6244/Dth, which is the equivalent to the currently applicable maximum rate set forth in Rover's Original Volume No. 1 Tariff, for the following portions of MDQ at the Defiance Delivery Points ("Tariff Rate MDQ"):

- May 1, 2024 through March 31, 2026 125,000 Dth
- April 1, 2026 through March 31, 2028 112,500 Dth
- April 1, 2028 through March 31, 2029 100,000 Dth

There are no changes to the previously accepted primary receipt points on the initial term of Ascent's Amended and Restated Contract No. 10001, only the point numbers of 70003 and 70017 have been added to the Exhibit A for Cadiz Plant (Mark West) and ORS (Cadiz) Interconnect, respectively. For the Extended Term, ORS (Cadiz) Interconnect is the only primary receipt point. The names of some of the previously accepted primary delivery points for the initial term have been restated with the addition of their point numbers: ANR Westrick (Point No. ANRWK), Panhandle Falcon (Point No. PFALC), Trunkline Zone 1A (Point No. RA001) and Dawn – Rover Hub (Point No. DA101). For the Extended Term, ANR Westrick is the only primary delivery point. Additionally, Rover and Ascent mutually agree that any amendment of the primary receipt and/or delivery point(s) and/or its MDRO/MDDO shall be subject to available capacity and agreement between Rover and Ascent on the rate that shall be applicable to service provided from such amended primary receipt and/or delivery point(s). There are no changes to the previously accepted secondary receipt or delivery points. Rover is submitting a redlined comparison of Ascent's Contract No. 10001 and all necessary exhibits, as part of the Marked Tariff, to provide full transparency of the amended and restated changes.

IMPLEMENTATION AND WAIVER REQUEST

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, Rover requests that the revised tariff records submitted herewith become effective May 1, 2024. Rover respectfully requests that the Commission grant waiver of Section 154.207 of the Commission's Regulations and any other waivers of its Regulations that it deems necessary to allow the proposed tariff records in this filing to be effective on May 1, 2024, the effective date of the amended and restated agreement.

CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. In addition to the proposed tariff records in whole document format with metadata attached, the XML filing package contains:

- . A transmittal letter in PDF format
- . A clean copy of the proposed tariff records in PDF format for publishing in eLibrary
- . A marked version of the proposed tariff changes in PDF format
- . A copy of the complete filing in PDF format for publishing in eLibrary

Ms. Debbie-Anne A. Reese, Acting Secretary
Federal Energy Regulatory Commission
April 30, 2024
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COMMUNICATIONS, PLEADINGS AND ORDERS

Rover requests that all Commission orders and correspondence as well as pleadings and correspondence from other parties concerning this filing be served on each of the following:

Michael T. Langston¹

Vice President
Chief Regulatory Officer
Rover Pipeline LLC
1300 Main Street
Houston, TX 77002
(713) 989-7610
(713) 989-1205 (Fax)
michael.langston@energytransfer.com

Dawn G. McGuire¹

Assistant General Counsel
Rover Pipeline LLC
1300 Main Street
Houston, TX 77002
(713) 989-7938
(713) 989-1189 (Fax)
dawn.mcguire@energytransfer.com

Lawrence J. Biediger^{1 2}

Sr. Director, Rates and Regulatory Affairs
Rover Pipeline LLC
1300 Main Street
Houston, TX 77002
(713) 989-7670
(713) 989-1205 (Fax)
larry.biediger@energytransfer.com

In accordance with Section 154.2(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at Rover's office at 1300 Main Street, Houston, Texas 77002. In addition, copies of this filing are being served electronically on jurisdictional customers and interested state regulatory agencies. Rover has posted this filing on its Internet website accessible via <https://rovermessenger.energytransfer.com> under Informational Postings, Regulatory.

Pursuant to Section 385.2011(c)(5) of the Commission's Regulations, the undersigned has read this filing and knows its contents, the contents are true as stated, to the best of his knowledge and belief, and possesses full power and authority to sign such filing.

Respectfully submitted,

ROVER PIPELINE LLC

/s/ Lawrence J. Biediger

Lawrence J. Biediger
Sr. Director, Rates and Regulatory Affairs

¹ Designated to receive service pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure. Rover respectfully requests that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow Rover to include additional representatives on the official service list.

² Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

ROVER PIPELINE LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on May 1, 2024

(Version 1.0.0, Contract No. 10001) Ascent Resources – Utica, LLC

Option Code "A"

**ROVER PIPELINE LLC (“ROVER”)
AMENDED AND RESTATED
RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
FORM OF SERVICE AGREEMENT**

CONTRACT NO. 10001

1. SHIPPER: Ascent Resources - Utica, LLC, an Oklahoma limited liability corporation (“Shipper”).
2. MDQ shall be stated on Exhibit A attached hereto.

3. TERM:

- (a) May 1, 2024 (the “Effective Date”) through September 30, 2045.
- (b) Shipper shall have a unilateral right to extend the term of the Firm Transportation Service Agreement for certain MDQ as follows:

All or a portion of the 725,000 Dt of MDQ Shipper holds through September 30, 2032, may be extended by Shipper up to four consecutive times for a term of five (5) years per extension (each such extension an “Extended Term A”) upon notice to ROVER not less than six (6) months prior to September 30, 2032, or any Extended Term A.

All or a portion of the 200,000 Dt of MDQ Shipper holds through September 30, 2045, may be extended by Shipper up to two consecutive times for a total term of seven (7) years (each extension an “Extended Term B”) upon notice to ROVER not less than six (6) months prior to September 30, 2045, or any Extended Term B. Any Extended Term B shall be for a term of at least two (2) years.

4. PRESSURE: Shipper will deliver Gas to Transporter, at the Receipt Point(s) set forth in Exhibit A of this original executed Firm Transportation Service Agreement, at a minimum pressure of 1,100 psig.

5. Service will be ON BEHALF OF:

Shipper
 Other: _____, a _____

This transportation service shall be provided pursuant to Subpart G of Part 284 of the Federal Energy Regulatory Commission’s regulations.

6. SHIPPER’S ADDRESS:

Notices:
Ascent Resources – Utica, LLC
3501 NW 63rd Street, Suite 600
Oklahoma City, Oklahoma 73116
Attn: Manager Gas Marketing and Contract Admin
Email Address:
marketingconfirmations@ascentresources.com

Invoices (if different):
Ascent Resources – Utica, LLC
3501 NW 63rd Street, Suite 600
Oklahoma City, Oklahoma 73116
Attn: Settlement Statements
Email Address:
settlement.statements@ascentresources.com

7. OTHER PROVISIONS:

(a) Notifications. Except as otherwise may be expressly provided herein, any notice or communication with respect to this Firm Transportation Service Agreement shall be sent to ROVER's address posted under the Contact List on ROVER's informational postings Website or to the Shipper at the address stated above or to such other physical or electronic address as may be designated by written or electronic notice.

(b) Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either ROVER or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed a waiver of any other breach or default.

(c) No Third Party Beneficiaries. This Firm Transportation Service Agreement shall not create any rights in any third parties, and no provision of this Firm Transportation Service Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than ROVER or Shipper.

(d) Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission ("FERC").

(e) Effect of Tariff. This Firm Transportation Service Agreement shall at all times be subject to all applicable provisions of the Tariff.

(f) **GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS TRANSPORTATION AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.**

(g) Entire Agreement. This Firm Transportation Service Agreement contains the entire agreement between ROVER and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Firm Transportation Service Agreement shall be effective unless agreed upon in a written instrument executed by ROVER and Shipper which expressly refers to this Firm Transportation Service Agreement.

8. The above-stated Rate Schedule, as revised from time to time, controls this Firm Transportation Service Agreement and is incorporated herein. The attached Exhibits A, B, and C are incorporated by reference and made a part of this Firm Transportation Service Agreement. Shipper shall provide the actual end user purchaser name(s) to ROVER if ROVER must provide them to the FERC.

Agreed to by:

**ROVER PIPELINE LLC
("ROVER")**

DocuSigned by:
Beth Hickey
/s/ _____
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NAME: Beth Hickey

TITLE: EVP - US Gas Pipelines

DATE: 4/30/2024

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**ASCENT RESOURCES – UTICA, LLC
("SHIPPER")**

DocuSigned by:
Jeff Fisher
/s/ _____
9C5B85F15EE24F1...

NAME: Jeffrey A. Fisher

TITLE: Chief Executive Officer

DATE: 4/27/2024

ROVER PIPELINE LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on May 1, 2024

(Version 1.0.0, Contract No. 10001) Exhibit A

Option Code "A"

Contract No. 10001

**EXHIBIT A
Amended and Restated
Transportation Agreement
For
Firm Service
Under Rate Schedule FTS
Between
ROVER PIPELINE LLC
And Ascent Resources – Utica, LLC**

Effective Date: As defined in Section 3 of this Firm Transportation Service Agreement.
Supersedes Exhibit A dated: 5/17/2017

TERM: From the Effective Date through September 30, 2045.

X Pursuant to GT&C Section 11.2, Shipper has a contractual right of first refusal (“ROFR”) to be exercised in accordance with the procedure set forth in GT&C Section 11.2.

Maximum Daily Quantity (“MDQ”) for each specified period of the Agreement:

Effective from 5/1/2024 through 3/31/2026	1,050,000 Dt
Effective from 4/1/2026 through 3/31/2028	1,037,500 Dt
Effective from 4/1/2028 through 3/31/2029	1,025,000 Dt
Effective from 4/1/2029 through 9/30/2032	925,000 Dt
Effective from 10/1/2032 through 9/30/2045	200,000 Dt

Agreed to by:

ROVER PIPELINE LLC
(“ROVER”)

DocuSigned by:
Beth Hickey
/s/: _____
891FB2BFFC934A5...

NAME: Beth Hickey

TITLE: EVP - US Gas Pipelines

DATE: 4/30/2024

ASCENT RESOURCES – UTICA, LLC
(“SHIPPER”)

DocuSigned by:
Jeff Fisher
/s/: _____
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NAME: Jeffrey A. Fisher

TITLE: Chief Executive Officer

DATE: 4/27/2024

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Contract No. 10001

EXHIBIT A
Amended and Restated
Transportation Agreement
For
Firm Service
Under Rate Schedule FTS
PRIMARY RECEIPT POINT(S):

Name / Location -----	County/Area -----	State -----	Point No. -----	MDRO (Net of Fuel Reimbursement) -----
Effective from May 1, 2024 through March 31, 2026:				
Cadiz Plant (Mark West)	Carroll	OH	70003	150,000
ORS (Cadiz) Interconnect	Carroll	OH	70017	900,000
Effective from April 1, 2026 through March 31, 2028:				
Cadiz Plant (Mark West)	Carroll	OH	70003	150,000
ORS (Cadiz) Interconnect	Carroll	OH	70017	887,500
Effective from April 1, 2028 through March 31, 2029:				
Cadiz Plant (Mark West)	Carroll	OH	70003	150,000
ORS (Cadiz) Interconnect	Carroll	OH	70017	875,000
Effective from April 1, 2029 through September 30, 2032:				
Cadiz Plant (Mark West)	Carroll	OH	70003	150,000
ORS (Cadiz) Interconnect	Carroll	OH	70017	775,000
Effective from October 1, 2032 through September 30, 2045:				
ORS (Cadiz) Interconnect	Carroll	OH	70017	200,000

SECONDARY RECEIPT POINT(S):

Shipper shall have secondary Points of Receipt as set forth in Section 2.1 of Rover's Rate Schedule FTS.

Contract No. 10001

EXHIBIT A
Amended and Restated
Transportation Agreement
For
Firm Service
Under Rate Schedule FTS

PRIMARY DELIVERY POINT(S):

Name / Location	County/Area	State	Point No.	MDDO
Effective from May 1, 2024 through March 31, 2026:				
ANR Westrick	Defiance	OH	ANRWK	540,000
Panhandle Falcon	Defiance	OH	PFALC	75,000
Trunkline Zone 1A	Panola	MS	RA001	200,000
Dawn – Rover Hub	Lambton	ON	DA101	235,000
Effective from April 1, 2026 through March 31, 2028:				
ANR Westrick	Defiance	OH	ANRWK	527,500
Panhandle Falcon	Defiance	OH	PFALC	75,000
Trunkline Zone 1A	Panola	MS	RA001	200,000
Dawn – Rover Hub	Lambton	ON	DA101	235,000
Effective from April 1, 2028 through March 31, 2029:				
ANR Westrick	Defiance	OH	ANRWK	515,000
Panhandle Falcon	Defiance	OH	PFALC	75,000
Trunkline Zone 1A	Panola	MS	RA001	200,000
Dawn – Rover Hub	Lambton	ON	DA101	235,000
Effective from April 1, 2029 through September 30, 2032:				
ANR Westrick	Defiance	OH	ANRWK	490,000
Trunkline Zone 1A	Panola	MS	RA001	200,000
Dawn – Rover Hub	Lambton	ON	DA101	235,000
Effective from October 1, 2032 through September 30, 2045:				
ANR Westrick	Defiance	OH	ANRWK	200,000

SECONDARY DELIVERY POINT(S):

Shipper shall have secondary Points of Delivery as set forth in Section 2.2 of Rover's Rate Schedule FTS.

ROVER PIPELINE LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on May 1, 2024

(Version 1.0.0, Contract No. 10001) Exhibit B

Option Code "A"

Contract No. 10001

EXHIBIT B
Amended and Restated
Transportation Agreement
For
Firm Service
Under Rate Schedule FTS

CREDIT PROVISIONS

Shipper, at all times, must satisfy the creditworthiness criteria, or otherwise provide such credit support, as set forth under this Exhibit B, except the credit provisions of Transporter's Tariff shall apply to (i) the Tariff Rate MDQ pursuant to Exhibit C, Article 1.2(a)(iii) of the Firm Transportation Service Agreement and (ii) the 200,000 Dt of MDQ effective from October 1, 2032 to September 30, 2045.

(A) An entity shall be deemed "Creditworthy" hereunder, as of a particular time, if:

(i) its long-term unsecured debt securities, at such time, are rated at least BBB- by Standard & Poor's Ratings Services or its successor and at least Baa3 by Moody's Investor Services, Inc. or its successor or an equivalent rating by another nationally recognized credit rating service (any such rating, as applicable, a "Debt Rating"), without any Debt Rating being qualified by or subject to a ratings action indicating a negative short-term or long-term outlook; and;

(ii) Transporter does not have other reasonable grounds for insecurity, as evaluated by Transporter on a non-discriminatory basis, based on consistent financial evaluation standards for determining the acceptability of such entity's overall financial condition.

(B) If any of the Debt Ratings assigned to Shipper is deemed not Creditworthy, then Shipper shall thereafter, either:

(i) maintain an irrevocable, unconditional guaranty ("Guaranty") from a third party that is "Creditworthy" and that is otherwise acceptable to Transporter, in Transporter's sole judgment (such third party, "Guarantor"), which Guaranty shall guarantee the full and faithful performance and payment of all of Shipper's obligations under the Precedent Agreement and the Firm Transportation Service Agreement and such Guaranty will remain outstanding for the benefit of the Transporter throughout the term of the Precedent Agreement and Firm Transportation Service Agreement; or

(ii) maintain a cash deposit or an irrevocable standby letter of credit (either, the "Credit Support") that is in a form and from a bank acceptable to Transporter, in Transporter's sole judgment, in either case securing the full and faithful performance and payment of all of Shipper's obligations under the Precedent Agreement and the Firm Transportation Service Agreement, and in either case equal to: upon the latter of (a) commencement of ordering material or (b) August 31, 2014, the total aggregate dollar value of 12 months of reservation charges due from Shipper for the Maximum Contract MDQ under the Firm Transportation Service Agreement; or

(iii) permit a first lien by Transporter to exist on the Shipper's and/or Shipper's designated affiliate's equity in the Pipeline Project, pursuant to the letter agreement between Energy Transfer Partners, L.P. ("ETP") and American Energy – Utica, LLC, dated as of June 25, 2014, which equity is the equivalent to Section (B)(i) or Section (B)(ii) of this Exhibit B in

satisfying the full and faithful performance and payment of all of Shipper's obligations under the Precedent Agreement and the Firm Transportation Service Agreement.

(iv) At any time during the term of the Precedent Agreement and the Firm Transportation Service Agreement, in the event (a) any of the Debt Ratings assigned to Shipper becomes qualified or impacted by a negative outlook, then the amount of Credit Support shall increase to the lesser of 18 months of reservation charges due from Shipper for the Maximum Contract MDQ or the number of months remaining under the Firm Transportation Service Agreement; or, in the event that (b) any of the Debt Ratings assigned to Shipper declines from the Debt Ratings assigned to Shipper as of the execution date of the Firm Transportation Service Agreement, the amount of Credit Support shall increase to the lesser of 24 months of reservation charges due from Shipper for the Maximum Contract MDQ or the number of months remaining in the term under the Firm Transportation Service Agreement. In the case of either (a) or (b), the Credit Support shall be issued and maintained by Shipper for the benefit of the Transporter throughout the term of the Precedent Agreement and Firm Transportation Service Agreement. Provided, however, if (a) or (b) above are no longer applicable, the amount of Credit Support required will revert to the appropriate level otherwise set forth in this Exhibit B.

(C) At any time while either the Precedent Agreement or the Firm Transportation Service Agreement is effective, if Transporter determines that, as of such time, (i) any Guarantor of Shipper is no longer "Creditworthy", or (ii) any bank that is supporting a letter of credit in favor of Transporter in accordance with Section (B)(ii) of this Exhibit B is no longer acceptable to Transporter, then Transporter may submit a written notice of such determination to Shipper (which notice shall provide Transporter's basis for such determination), and within five (5) business days after Shipper's receipt of such notice from Transporter, Shipper shall deliver to Transporter, and shall thereafter maintain, alternative Credit Support in accordance with either Section (B)(i) or Section (B)(ii) of this Exhibit B.

(D) For any Credit Support in the form of an irrevocable standby letter of credit that is provided to Transporter pursuant to Section (B)(ii) of this Exhibit B (any such letter of credit, "Shipper's Letter of Credit"), such Shipper's Letter of Credit shall permit partial draws and shall have an expiry date no sooner than twelve (12) calendar months after issuance thereof. With respect to any Shipper's Letter of Credit, Shipper shall furnish extensions or replacements of such letter of credit thirty (30) days prior to the expiration thereof, from time to time until the expiration of both the Precedent Agreement and Firm Transportation Service Agreement. All extensions, amendments and replacements of any Shipper's Letter of Credit shall be delivered to Transporter in the form of such outstanding Shipper's Letter of Credit, or in form otherwise satisfactory to Transporter. Transporter shall have the right to draw against any outstanding Shipper's Letter of Credit upon: (a) failure to make payment when due under either the Precedent Agreement or the Firm Transportation Service Agreement; or (b) the failure or refusal of Shipper to deliver any applicable extension, amendment or replacement of an outstanding Shipper's Letter of Credit as provided herein. In the event of a draw in accordance with clause (a) of the preceding sentence, the proceeds of such draw shall be applied against any costs, expenses or damages incurred by Transporter. In the event of a draw due to the failure or refusal of Shipper to deliver any applicable extension, amendment or replacement of an outstanding Shipper's Letter of Credit, which draw may be in part or in whole, the proceeds of the draw shall be retained by Transporter until Transporter receives a replacement Shipper's Letter of Credit or until Transporter does in fact incur any costs, expenses or damages as a result of a breach by Shipper of any of its obligations under either the Precedent Agreement or the Firm Transportation Service Agreement (in which event, such monies shall be applied against the same). If drawn in part or in whole, Shipper shall immediately thereafter provide a replacement Shipper's Letter of Credit in an amount equal to the amount drawn by Transporter. Any draw made by Transporter under an outstanding Shipper's Letter of Credit shall not relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Shipper's Letter of Credit. Shipper's Letter of Credit

(representing any undrawn portion thereof), to the extent it still remains, or any Credit Support in the form of cash deposit held by Transporter shall be returned to Shipper on or before the thirtieth (30th) day after the later to occur of (i) the date on which both the Precedent Agreement and the Firm Transportation Service Agreement have terminated or expired and (ii) the date on which all of Shipper's performance and payment obligations under the Precedent Agreement and the Firm Transportation Service Agreement (including, without limitation, any damages arising from either such agreement) have been fulfilled.

Agreed to by:

ROVER PIPELINE LLC
("ROVER")

DocuSigned by:
Beth Hickey
/s/: 891FB2BFFC934A5...

NAME: Beth Hickey

TITLE: EVP - US Gas Pipelines

DATE: 4/30/2024

ASCENT RESOURCES – UTICA, LLC
("SHIPPER")

DocuSigned by:
Jeff Fisher
/s/: 9C5B85F15EE24F1...

NAME: Jeffrey A. Fisher

TITLE: Chief Executive Officer

DATE: 4/27/2024

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JF

ROVER PIPELINE LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on May 1, 2024

(Version 1.0.0, Contract No. 10001) Exhibit C

Option Code "A"

Contract No. 10001

EXHIBIT C
Amended and Restated
Transportation Agreement
For
Firm Service
Under Rate Schedule FTS

NEGOTIATED RATE AGREEMENT

This Negotiated Rate Agreement (“Agreement”) between ROVER PIPELINE LLC (“ROVER” or “Pipeline”) and ASCENT RESOURCES – UTICA, LLC (“Shipper”), incorporated as an exhibit to Amended and Restated Rate Schedule FTS Transportation Agreement No. 10001 between ROVER and Shipper dated May 1, 2024 (“Firm Transportation Service Agreement”), sets forth the rates and charges for the natural gas transportation service to be provided by ROVER to Shipper under the Firm Transportation Service Agreement (“Negotiated Rates”), subject to the terms and the requirements of the Federal Energy Regulatory Commission (“FERC”) pertaining to negotiated rate transactions.

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 **Negotiated Rate Term.** The Negotiated Rates set forth in this Agreement shall remain in effect through September 30, 2045 and during any extensions pursuant to Section 3(b) of the Firm Transportation Service Agreement (the “Negotiated Rate Term”).

1.2 **Negotiated Rate Term Reservation and Commodity Rates.** Shipper is entitled to the Negotiated Rate for service provided by ROVER to Shipper from the Eligible Receipt Points to the Eligible Delivery Points, as defined below, for aggregate quantities not to exceed the MDQ. Shipper is not entitled to the Negotiated Rate for nominations or transport in excess of the applicable MDQ from any combination of receipt points or to any combination of delivery points or for the Tariff Rate MDQ, defined below. During the Negotiated Rate Term, Shipper shall pay ROVER the following Fixed Negotiated Reservation Rate and Fixed Negotiated Commodity Rate:

(a) **Fixed Negotiated Reservation Rate:**

(i) \$0.7728/Dth for the portion of the contract MDQ with primary delivery points at Dawn and/or the Market Zone North.

(ii) \$0.5028/Dth for the portion of the contract MDQ with primary delivery points at the interconnections with Panhandle Eastern Pipeline Company, LP (“PEPL”) and ANR Pipeline Company (“ANR”) (the “Defiance Delivery Points”) in the Mainline Zone.

(iii) \$0.6244/Dth for the following portion of such contract MDQ at the Defiance Delivery Points which is equivalent to the currently applicable maximum rate set forth in ROVER’s FERC Gas Tariff for the specified period (the “Tariff Rate MDQ”):

5/1/2024-3/31/2026	125,000 Dth
4/1/2026-3/31/2028	112,500 Dth
4/1/2028-3/31/2029	100,000 Dth.

(iv) \$0.8028/Dth for the portion of MDQ with primary delivery points in the Market Zone South.

(b) Fixed Negotiated Commodity Rate: \$0.00/Dth for deliveries to Defiance Delivery Points and Dawn Hub. Additionally, Shipper shall pay the applicable Panhandle Eastern Pipeline Company (“PEPL”) and/or Trunkline Gas Company (“TGC or Trunkline”) Commodity Rates, as those rates are assessed to ROVER, which rates may change from time to time.

(c) The Fixed Negotiated Reservation Rate and Fixed Negotiated Commodity Rate shall remain fixed for the Negotiated Rate Term, regardless of any otherwise applicable maximum rate set forth in ROVER’s FERC Gas Tariff.

1.3 Eligible Primary Receipt Points. The Negotiated Rates shall apply to service provided to Shipper from the Primary Receipt Points specified in Exhibit A of the Firm Transportation Service Agreement except for the Tariff Rate MDQ. Any amendment of the Primary Receipt Point(s) and/or its MDRO shall be subject to available capacity and agreement between ROVER and Shipper on the rate that shall be applicable to service provided to Shipper from such amended Primary Receipt Point(s).

1.4 Eligible Secondary Receipt Points. The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis as follows:

(a) Supply Zone – The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis from all receipt points within the Supply Zone up to the MDQ of such path.

(b) Mainline Zone – The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis from all receipt points within the Mainline Zone up to the MDQ of such path.

(c) Market Zone North – The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis from all receipt points within the Market Zone North up to the MDQ of such path.

1.5 Eligible Primary Delivery Points. The Negotiated Rates shall apply to service provided to Shipper to the Primary Delivery Points specified in Exhibit A of the Firm Transportation Service Agreement except for the Tariff Rate MDQ. Any amendment of the Primary Delivery Point(s) and/or its MDRO shall be subject to available capacity and agreement between ROVER and Shipper on the rate that shall be applicable to service provided to Shipper to such amended Primary Delivery Point(s).

1.6 Eligible Secondary Delivery Points. The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis as follows:

(a) Market Zone North – Shipper shall have rights to secondary delivery points within the Supply Zone, Mainline Zone, and Market Zone North in accordance with the provisions of ROVER’s FERC Gas Tariff.

(b) Mainline Zone – Shipper shall have rights to secondary delivery points within the Supply Zone and the Mainline Zone in accordance with the provisions of ROVER’s FERC Tariff.

(c) Market Zone South – Shipper shall have rights to secondary delivery points within the Supply Zone, the Mainline Zone, and Market Zone South in accordance with the provisions of ROVER’s FERC Gas Tariff.

(d) Future Points – Shipper shall have the right to access future secondary points within Shipper’s primary path. In addition Shipper, will have access to all future pooling or Hub locations within the same zones of Shipper’s primary path(s).

1.7 **Access to Future Pools or Hubs on a Secondary Basis.** Shipper shall have the right to access any future secondary points within Shipper’s primary path at the current rates included in the Negotiated Rate Agreement.

1.8 **Fuel Cap.** Shipper shall pay the Fuel Reimbursement set forth in ROVER’s Tariff provided, however, that the Fuel Reimbursement shall be capped at 1.2% for deliveries from the Supply Zone to the Defiance Delivery Points or any other delivery point in the Mainline Zone, or 1.6% for deliveries to the Dawn Hub or any delivery point in the Market Zone North (“Fuel Cap”). The Fuel Cap is only applicable to Shipper’s Primary Path as specified in Exhibit A of the original Firm Transportation Service Agreement and shall be in effect for the months in which Shipper is using at least 70% of its MDQ; provided, however, that Fuel Cap is also applicable if Shipper’s use is less than 70% for reasons beyond Shipper’s control, such as, but not limited to, Transporter maintenance, force majeure, or situations created by Transporter. In addition, for deliveries to the Market Zone South, Shipper shall also pay the applicable PEPL and/or TGC fuel rates, which may change from time to time; provided that such fuel is included as part of ROVER’s agreement with the relevant pipeline to acquire capacity for service under ROVER’s Tariff and Shipper transports natural gas through the ROVER system through that acquired capacity. Nothing in this Section shall be construed to preclude ROVER from charging to a deferral account for future recovery any amount by which the Fuel Charge of Shipper is above the Fuel Cap (the “Under Recovered Amounts”). In such situations, ROVER will charge Shipper a percentage equal to the Fuel Cap until the deferral account is reduced to zero or the end of the Negotiated Rate Term.

ARTICLE 2 **MISCELLANEOUS PROVISIONS**

2.1 **Applicable Maximum and Minimum Tariff Rates.** Unless otherwise expressly provided in this Agreement, the Negotiated Rates shall apply to service provided by ROVER to Shipper for the term of the Firm Transportation Service Agreement, notwithstanding any otherwise applicable maximum or minimum rates set forth in ROVER’s Tariff, as may be revised from time to time.


2.2 **Refunds.** For the Tariff Rate MDQ and the MDQ effective from October 1, 2032, in no event shall ROVER be required to refund to Shipper any amounts collected for service to which the Negotiated Rates apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in ROVER’s Tariff. Otherwise, from the Effective Date until September, 30, 2032, ROVER shall also not be required to refund to Shipper any amounts collected for service to which the Negotiated Rates apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in ROVER’s Tariff, provided, however, that Shipper shall not be required to make reservation charge payments, or will receive credits for any reservation charge payments made, in the event that transportation service is unavailable due to reasons beyond Shipper’s control.

Agreed to by:

ROVER PIPELINE LLC
("ROVER")

DocuSigned by:
Beth Hickey
/s/: _____
804FB2BFEC934A5...

NAME: Beth Hickey






TITLE:  EVP - US Gas Pipelines
Untitled.msg

ASCENT RESOURCES – UTICA, LLC
("SHIPPER")

DocuSigned by:
Jeff Fisher
/s/: _____
965B85F15EE24F1...

NAME: Jeffrey A. Fisher

TITLE: Chief Executive Officer

Contract Admin	
Optimization	
Regulatory	
Sales Rep	
Legal	

MARKED VERSION

ROVER PIPELINE LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on ~~July 1, 2017~~ May 1, 2024

(Version ~~10~~.0.0, Contract No. 10001) Ascent Resources – Utica, LLC

Option Code "A"

ROVER PIPELINE LLC (“ROVER”)
AMENDED AND RESTATED
RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
FORM OF SERVICE AGREEMENT

CONTRACT NO. 10001

1. SHIPPER: Ascent Resources - Utica, LLC, an Oklahoma limited liability corporation (“Shipper”). ~~Shipper shall be a “Cornerstone Shipper” under the provisions of the ROVER PIPELINE LLC (“Rover” or “Transporter”) FERC Gas Tariff, as may be revised from time to time (“Tariff”), subject to the provisions of this Firm Transportation Service Agreement.~~

2. MDQ shall be stated on Exhibit A attached hereto.

3. TERM:

~~(a) The Primary Term of this Firm Transportation Service Agreement shall become effective on the first day of the calendar month following notice made at least fourteen (14) days prior to the end of the month in which notice is provided by ROVER to Shipper that ROVER is ready to provide firm service from Supply Zone to the Interim MDQ Service Delivery Points set forth in Exhibit A and ROVER can make deliveries in the Market Zone South (“Effective Date”).~~

~~(b) The Primary Term shall continue for a period of fifteen (15) years from the Effective Date.~~

~~(c) (a) May 1, 2024 (the “Effective Date”) through September 30, 2045.~~

~~(b) Shipper shall have a unilateral right to extend the term of the Firm Transportation Service Agreement for certain MDQ as follows:~~

~~_____ All or a portion of the 725,000 Dt of MDQ Shipper holds through September 30, 2032, may be extended by Shipper up to four consecutive times for some portion or all of its MDQ beyond the Primary Term for a term of five (5) years per extension (each such extension an “Extended Term”) or beyond any Extended Term for an additional Extended Term of five (5) years per extension A”) upon notice to ROVER not less than six (6) months prior to the expiry September 30, 2032, or any Extended Term A.~~

~~_____ All or a portion of the Primary Term 200,000 Dt of MDQ Shipper holds through September 30, 2045, may be extended by Shipper up to two consecutive times for a total term of seven (7) years (each extension an “Extended Term B”) upon notice to ROVER not less than six (6) months prior to September 30, 2045, or any Extended Term. B. Any Extended Term B shall be for a term of at least two (2) years.~~

4. PRESSURE: Shipper will deliver Gas to Transporter, at the Receipt Point(s) set forth in Exhibit A of this original executed Firm Transportation Service Agreement, at a minimum pressure of 1,100 psig.

5. Service will be ON BEHALF OF:

X Shipper

____ Other: _____, a _____

This transportation service shall be provided pursuant to Subpart G of Part 284 of the Federal Energy Regulatory Commission's regulations.

6. SHIPPER'S ADDRESS:

Notices:

Ascent Resources – Utica, LLC
3501 NW 63rd Street, Suite 600
Oklahoma City, Oklahoma 73116
Attn: Manager Gas Marketing and Contract Admin
Email Address:

marketingconfirmations@ascentresources.com

Invoices (if different):

Ascent Resources – Utica, LLC
3501 NW 63rd Street, Suite 600
Oklahoma City, Oklahoma 73116
Attn: Settlement Statements
Email Address:

settlement.statements@ascentresources.com

7. OTHER PROVISIONS:

(a) Notifications. Except as otherwise may be expressly provided herein, any notice or communication with respect to this Firm Transportation Service Agreement shall be sent to ROVER's address posted under the Contact List on ROVER's informational postings Website or to the Shipper at the address stated above or to such other physical or electronic address as may be designated by written or electronic notice.

(b) Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either ROVER or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed a waiver of any other breach or default.

(c) No Third Party Beneficiaries. This Firm Transportation Service Agreement shall not create any rights in any third parties, and no provision of this Firm Transportation Service Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than ROVER or Shipper.

(d) Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission ("FERC").

(e) Effect of Tariff. This Firm Transportation Service Agreement shall at all times be subject to all applicable provisions of the Tariff.

(f) **GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS TRANSPORTATION AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.**

(g) Entire Agreement. This Firm Transportation Service Agreement contains the entire agreement between ROVER and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Firm Transportation Service Agreement shall be effective unless agreed upon in a written instrument executed by ROVER and Shipper which expressly refers to this Firm Transportation Service Agreement.

8. The above-stated Rate Schedule, as revised from time to time, controls this Firm Transportation Service Agreement and is incorporated herein. The attached Exhibits A, B, and

C are incorporated by reference and made a part of this Firm Transportation Service Agreement. Shipper shall provide the actual end user purchaser name(s) to ROVER if ROVER must provide them to the FERC.

Agreed to by:

**ROVER PIPELINE LLC
("ROVER")**

**ASCENT RESOURCES – UTICA, LLC
("SHIPPER")**

/s/: _____

/s/: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ROVER PIPELINE LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on ~~July 1, 2017~~ May 1, 2024

(Version ~~10~~.0.0, Contract No. 10001) Exhibit A

Option Code "A"

EXHIBIT A
Amended and Restated
Transportation Agreement
For
Firm Service
Under Rate Schedule FTS
Between
ROVER PIPELINE LLC
And Ascent Resources – Utica, LLC

Effective Date: As defined in Section 3 of this Firm Transportation Service Agreement.
Supersedes Exhibit A dated: ~~N/A~~ 5/17/2017

TERM: From the Effective Date through ~~fifteen (15) years thereafter~~ September 30, 2045.

X Pursuant to GT&C Section 11.2, Shipper has a contractual right of first refusal (“ROFR”) to be exercised in accordance with the procedure set forth in GT&C Section 11.2.

Maximum Daily Quantity (“MDQ”) for each specified period of the Agreement:

~~(a) From the Effective Date, as defined in Section 3 of this Firm Transportation Service Agreement, for any periods that ROVER is able to transport from the Shipper’s Primary Receipt Points set forth in this Exhibit A (collectively, the “Supply Zone”) to delivery points at points of interconnection with Panhandle Eastern Pipeline Company, LP (“PEPL”) and ANR Pipeline Company (“ANR”) interstate pipeline systems or any existing and future interconnections within fifteen (15) miles of the Panhandle-Defiance interconnection near Defiance, Ohio (respectively the “PEPL Defiance Delivery Point”, the “ANR Defiance Delivery Point” and together the “Defiance Delivery Points”) and, if active, to the various interconnections through Michigan (“Michigan Interconnections”), but is not able to transport to the Dawn Hub currently owned and operated by Union Gas Limited (“Interim MDQ Service”), the MDQ shall be as follows for the periods specified in the table below, as applicable:~~

DATE RANGE	TOTAL
July 1, 2017– July 31, 2017	161,000
August 1, 2017— August 31, 2017	254,000
September 1, 2017— September 30, 2017	410,000
October 1, 2017— October 31, 2017	545,000

November 1, 2017—November 30, 2017	361,000
December 1, 2017—December 31, 2017	475,000
January 1, 2018—January 31, 2018	610,000
February 1, 2018—February 28, 2018	660,000
March 1, 2018—March 31, 2018	700,000
April 1, 2018—April 30, 2018	795,000
May 1, 2018—May 31, 2018	800,000
June 1, 2018—June 30, 2018	800,000
July 1, 2018—December 31, 2018	800,000

~~(b) Beginning on the first day of the month following the month that Transporter is able to transport to the Dawn Hub, the MDQ shall be as follows for the periods specified in the table below and through the Primary Term and any Extended Term (“Full MDQ Service”):~~

DATE RANGE	TOTAL
November 1, 2017—November 30, 2017	361,000
December 1, 2017—December 31, 2017	475,000
January 1, 2018—January 31, 2018	610,000
February 1, 2018—February 28, 2018	660,000
March 1, 2018—March 31, 2018	700,000
April 1, 2018—April 30, 2018	795,000
May 1, 2018—May 31, 2018	850,000
June 1, 2018—June 30, 2018	870,000
July 1, 2018—October 31, 2019	1,025,000
November 1, 2019—the Primary Term and any Extended Term	1,050,000

~~Notwithstanding anything in section (b) immediately above, if ROVER has not provided Full MDQ Service by December 31, 2018, the MDQ will remain at 850,000 Dth per Day for the remainder of the Primary Term and any extension under this agreement (“Reduced MDQ Service”).~~

Effective from 5/1/2024 through 3/31/2026	1,050,000 Dt
Effective from 4/1/2026 through 3/31/2028	1,037,500 Dt
Effective from 4/1/2028 through 3/31/2029	1,025,000 Dt
Effective from 4/1/2029 through 9/30/2032	925,000 Dt
Effective from 10/1/2032 through 9/30/2045	200,000 Dt

~~(e)~~

Agreed to by:

**ROVER PIPELINE LLC
 (“ROVER”)**

**ASCENT RESOURCES – UTICA, LLC
 (“SHIPPER”)**

/s/: _____

/s/: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

|

|

EXHIBIT A
Amended and Restated
Transportation Agreement
For
Firm Service
Under Rate Schedule FTS
PRIMARY RECEIPT POINT(S):

INTERIM MDQ SERVICE PRIMARY RECEIPT POINT(S):

~~Effective Date from Interim MDQ Service In Service until Full MDQ Service In Service or December 31, 2018:~~

Name / Location Reimbursement)	County/Area	State	MDRO (Net of Fuel -Point	No.
-----------------------------------	-------------	-------	--------------------------------	-----

Effective from ~~July~~May 1, ~~2017~~2024 through ~~July~~March 31, ~~2017~~2026:

<u>Cadiz Plant (Mark West)</u> <u>150,000</u>	Carroll	OH	<u>22,700</u>	<u>70003</u>
<u>ORS (Cadiz) Interconnect</u> <u>900,000</u>	Carroll	OH	<u>138,300</u>	<u>70017</u>

Effective from ~~August~~April 1, ~~2017~~2026 through ~~August~~March 31, ~~2017~~2028:

<u>Cadiz Plant (Mark West)</u> <u>150,000</u>	Carroll	OH	<u>35,800</u>	<u>70003</u>
<u>ORS (Cadiz) Interconnect</u> <u>887,500</u>	Carroll	OH	<u>218,200</u>	<u>70017</u>

Effective from ~~September~~April 1, ~~2017~~2028 through ~~September 30, 2017~~March 31, 2029:

<u>Cadiz Plant (Mark West)</u> <u>150,000</u>	Carroll	OH	<u>57,800</u>	<u>70003</u>
<u>ORS (Cadiz) Interconnect</u> <u>875,000</u>	Carroll	OH	<u>352,200</u>	<u>70017</u>

Effective from ~~October~~April 1, ~~2017~~2029 through ~~October 31, 2017~~September 30, 2032:

Cadiz Plant (Mark West)	Carroll	OH	76,850	<u>70003</u>
<u>150,000</u>				
ORS (Cadiz) Interconnect	Carroll	OH	468,150	<u>70017</u>
<u>775,000</u>				

Effective from ~~November~~October 1, ~~2017~~2032 through ~~November~~September 30, ~~2017~~2045:

Cadiz Plant (Mark West)	Carroll	OH	50,900	
ORS (Cadiz) Interconnect	Carroll	OH	310,100	<u>70017</u>
<u>200,000</u>				

Effective from ~~December 1, 2017~~ through ~~December 31, 2017~~:

Cadiz Plant (Mark West)	Carroll	OH	66,975	
ORS (Cadiz) Interconnect	Carroll	OH	408,025	

~~Effective from January 1, 2018~~ through ~~January 31, 2018~~:

Cadiz Plant (Mark West)	Carroll	OH	86,000	
ORS (Cadiz) Interconnect	Carroll	OH	524,000	

Effective from February 1, 2018 through February 28, 2018:

Cadiz Plant (Mark West)	Carroll	OH	93,050	
ORS (Cadiz) Interconnect	Carroll	OH	566,950	

Effective from March 1, 2018 through March 31, 2018:

Cadiz Plant (Mark West)	Carroll	OH	98,700	
ORS (Cadiz) Interconnect	Carroll	OH	601,300	

Effective from April 1, 2018 through April 30, 2018:

Cadiz Plant (Mark West)	Carroll	OH	112,100	
ORS (Cadiz) Interconnect	Carroll	OH	682,900	

Effective from May 1, 2018 through May 31, 2018:

Cadiz Plant (Mark West)	Carroll	OH	112,805	
ORS (Cadiz) Interconnect	Carroll	OH	687,195	

Effective from June 1, 2018 through June 30, 2018:

Cadiz Plant (Mark West)	Carroll	OH	112,805	
ORS (Cadiz) Interconnect	Carroll	OH	687,195	

Effective from July 1, 2018 through December 31, 2018:

Cadiz Plant (Mark West)	Carroll	OH	112,805	
ORS (Cadiz) Interconnect	Carroll	OH	687,195	

FULL MDQ SERVICE

Name / Location	County/Area	State	Point No.	MDRO (Net of Fuel Reimbursement)
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Effective from November 1, 2017 through November 30, 2017:

Cadiz Plant (Mark West)	Carroll	OH		50,900
ORS (Cadiz) Interconnect	Carroll	OH		310,100

Effective from December 1, 2017 through December 31, 2017:

Cadiz Plant (Mark West)	Carroll	OH		66,975
ORS (Cadiz) Interconnect	Carroll	OH		408,025

Effective from January 1, 2018 through January 31, 2018:

Cadiz Plant (Mark West)	Carroll	OH		86,000
ORS (Cadiz) Interconnect	Carroll	OH		524,000

Effective from February 1, 2018 through February 28, 2018:

Cadiz Plant (Mark West)	Carroll	OH		93,050
ORS (Cadiz) Interconnect	Carroll	OH		566,950

Effective from March 1, 2018 through March 31, 2018:

Cadiz Plant (Mark West)	Carroll	OH		98,700
ORS (Cadiz) Interconnect	Carroll	OH		601,300

Effective from April 1, 2018 through April 30, 2018:

Cadiz Plant (Mark West)	Carroll	OH		112,100
ORS (Cadiz) Interconnect	Carroll	OH		682,900

Effective from May 1, 2018 through May 31, 2018:

Cadiz Plant (Mark West)	Carroll	OH		119,850
ORS (Cadiz) Interconnect	Carroll	OH		730,150

Effective from June 1, 2018 through June 30, 2018:

Cadiz Plant (Mark West)	Carroll	OH		122,670
ORS (Cadiz) Interconnect	Carroll	OH		747,330

Effective from July 1, 2018 through October 31, 2019:

Cadiz Plant (Mark West)	Carroll	OH		146,250
ORS (Cadiz) Interconnect	Carroll	OH		878,750

Effective from November 1, 2019 through Primary Term and any Extended Term:

Cadiz Plant (Mark West)	Carroll	OH	150,000
ORS (Cadiz) Interconnect	Carroll	OH	900,000

~~REDUCED MDQ SERVICE PRIMARY RECEIPT POINT(S):~~

~~Effective Date from December 31, 2018 through Primary Term and any extension if Reduced MDQ Service becomes effective as defined under the Maximum Daily Quantity of the Firm Transportation Service Agreement:~~

				MDRO
				(Net of Fuel
Name / Location	County/Area	State	Point No.	Reimbursement)
Cadiz Plant (Mark West)	Carroll	OH	112,500	
ORS (Cadiz) Interconnect	Carroll	OH	737,500	

SECONDARY RECEIPT POINT(S):

Shipper shall have secondary Points of Receipt as set forth in Section 2.1 of Rover's Rate Schedule FTS.

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EXHIBIT A
Amended and Restated
Transportation Agreement
For
Firm Service
Under Rate Schedule FTS

PRIMARY DELIVERY POINT(S):

~~**INTERIM MDQ SERVICE PRIMARY DELIVERY POINT(S):**~~

~~Effective Date from Interim MDQ Service In Service until Full MDQ Service In Service or December 31, 2018:~~

Name / Location	County/Area	State	Point No.	MDDO
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Effective from ~~July~~May 1, ~~2017~~2024 through ~~July~~March 31, ~~2017~~2026:

ANR Westrick	Defiance, PEPL	OH	ANRWK	540,000
Panhandle Falcon	Defiance	Delivery Point, Any Other		161,000[†]
OH PFALC				75,000
Trunkline Zone 1A	Panola	MS	RA001	200,000
Dawn – Rover Hub	Lambton	ON	DA101	235,000

Effective from April 1, 2026 through March 31, 2028:

ANR Westrick	Defiance	Delivery Points, and/or Active Michigan		
OH ANRWK				527,500
Interconnections				

Effective from August 1, 2017 through August 31, 2017:

ANR Panhandle Falcon	Defiance	OH	PFALC	75,000
Trunkline Zone 1A	Panola	MS	RA001	200,000
Dawn – Rover Hub	Lambton	ON	DA101	235,000

Effective from ~~, PEPL~~ April 1, 2028 through March 31, 2029:

ANR Westrick	Defiance	Delivery Point, Any Other		
OH ANRWK				515,000
Panhandle Falcon	Defiance	Delivery Points, and/or Active Michigan		
OH PFALC				75,000
Interconnections				

[†] ~~ANR Defiance is reserved as the initial Primary Delivery Point. Subject to available capacity, Shipper may change the Primary Delivery Point(s) within 10 days of Shipper's receipt of the In-Service Notification as provided in Section 2(b) of the Precedent Agreement between Shipper and Rover dated June 25, 2014.~~

Trunkline Zone 1A	93	Panola
<u>MS RA001</u>	<u>200,000</u>	
Dawn – Rover Hub	Lambton	ON DA101 235,000

Effective from ~~September~~ April 1, ~~2017~~ 2029 through September 30, ~~2017~~ 2032:

ANR <u>Westrick</u>	Defiance, PEPL	Defiance Delivery Point, Any Other
<u>210 OH ANRWK</u>	<u>490,000</u>	
Defiance Delivery Points, and/or Active Michigan Interconnections		
Trunkline <u>Trunkline</u> Zone 1A		<u>Panola</u>
<u>MS RA001</u>	<u>200,000</u>	
Dawn – Rover Hub	Lambton	ON DA101 235,000

Effective from October 1, ~~2017~~ 2032 through ~~October 31, 2017~~ September 30, 2045:

ANR <u>Westrick</u>	Defiance, PEPL	Defiance Delivery Point, Any Other
<u>345,000</u>		
Defiance Delivery Points, and/or Active Michigan Interconnections		
Trunkline Zone 1A		<u>200,000</u>

Effective from November 1, 2017 through November 30, 2018:

ANR Defiance, PEPL Defiance Delivery Point, Any Other	161,000
Defiance Delivery Points, and/or Active Michigan Interconnections	
Trunkline Zone 1A	200,000

Effective from December 1, 2017 through December 31, 2018:

ANR Defiance, PEPL Defiance Delivery Point, Any Other	275,000
Defiance Delivery Points, and/or Active Michigan Interconnections	
Trunkline Zone 1A	200,000

Effective from January 1, 2018 through January 31, 2018:

ANR Defiance, PEPL Defiance Delivery Point, Any Other	410,000
Defiance Delivery Points, and/or Active Michigan Interconnections	
Trunkline Zone 1A	200,000

Effective from February 1, 2018 through February 28, 2018:

ANR Defiance, PEPL Defiance Delivery Point, Any Other	460,000
Defiance Delivery Points, and/or Active Michigan Interconnections	
Trunkline Zone 1A	<u>OH</u>
<u>ANRWK</u>	<u>200,000</u>

Effective from March 1, 2018 through March 31, 2018:

ANR Defiance, PEPL Defiance Delivery Point, Any Other	500,000
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Defiance Delivery Points, and/or Active Michigan
Interconnections
Trunkline Zone 1A 200,000

Effective from April 1, 2018 through April 30, 2018:

ANR Defiance, PEPL Defiance Delivery Point, Any Other
Defiance Delivery Points, and/or Active Michigan
Interconnections 595,000
Trunkline Zone 1A 200,000

Effective from May 1, 2018 through May 31, 2018:

ANR Defiance, PEPL Defiance Delivery Point, Any Other
Defiance Delivery Points, and/or Active Michigan
Interconnections 600,000
Trunkline Zone 1A 200,000

Effective from June 1, 2018 through June 30, 2018:

ANR Defiance, PEPL Defiance Delivery Point, Any Other
Defiance Delivery Points, and/or Active Michigan
Interconnections 600,000
Trunkline Zone 1A 200,000

Effective from July 1, 2018 through December 31, 2018:

ANR Defiance, PEPL Defiance Delivery Point, Any Other
Defiance Delivery Points, and/or Active Michigan
Interconnections 600,000
Trunkline Zone 1A 200,000

FULL MDQ SERVICE PRIMARY DELIVERY POINT(S):

Name / Location	County/Area	State	Point No.	MDDO
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Effective from November 1, 2017 through November 30, 2017:

ANR Defiance, PEPL Defiance Delivery Point, Any Other Defiance Delivery Points, and/or Active Michigan Interconnections				161,000
Trunkline Zone 1A				200,000
Dawn				0

Effective from December 1, 2017 through December 31, 2017:

ANR Defiance, PEPL Defiance Delivery Point, Any Other Defiance Delivery Points, and/or Active Michigan Interconnections				161,000
Trunkline Zone 1A				200,000
Dawn				114,000

Effective from January 1, 2018 through January 31, 2018:

ANR Defiance, PEPL Defiance Delivery Point, Any Other Defiance Delivery Points, and/or Active Michigan Interconnections	161,000
Trunkline Zone 1A	200,000
Dawn	249,000

Effective from February 1, 2018 through February 28, 2018:

ANR Defiance, PEPL Defiance Delivery Point, Any Other Defiance Delivery Points, and/or Active Michigan Interconnections	161,000
Trunkline Zone 1A	200,000
Dawn	299,000

Effective from March 1, 2018 through March 31, 2018:

ANR Defiance, PEPL Defiance Delivery Point, Any Other Defiance Delivery Points, and/or Active Michigan Interconnections [190,000
Trunkline Zone 1A	200,000
Dawn	310,000

Effective from April 1, 2018 through April 30, 2018:

ANR Defiance, PEPL Defiance Delivery Point, Any Other Defiance Delivery Points, and/or Active Michigan Interconnections	260,000
Trunkline Zone 1A	200,000
Dawn	335,000

Effective from May 1, 2018 through May 31, 2018:

ANR Defiance, PEPL Defiance Delivery Point, Any Other Defiance Delivery Points, and/or Active Michigan Interconnections	315,000
Trunkline Zone 1A	200,000
Dawn	335,000

Effective from June 1, 2018 through June 30, 2018:

ANR Defiance, PEPL Defiance Delivery Point, Any Other Defiance Delivery Points, and/or Active Michigan Interconnections	335,000
Trunkline Zone 1A	200,000
Dawn	335,000

Effective from July 1, 2018 through October 31, 2019:

ANR Defiance, PEPL Defiance Delivery Point, Any Other Defiance Delivery Points, and/or Active Michigan	490,000
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Interconnections	
Trunkline Zone 1A	200,000
Dawn	335,000

~~Effective from November 1, 2019 through Primary Term and any Extended Term:~~

ANR Defiance, PEPL Defiance Delivery Point, Any Other	490,000
Defiance Delivery Points, and/or Active Michigan	
Interconnections	
Trunkline Zone 1A	200,000
Dawn	360,000

~~REDUCED MDQ SERVICE PRIMARY DELIVERY POINT(S):~~

~~Effective Date from December 31, 2018 through Primary Term and any extension if Reduced MDQ Service becomes effective as defined under the Maximum Daily Quantity of the Firm Transportation Service Agreement:~~

Name / Location	County/Area	State	Point No.	MDDO
ANR Defiance, PEPL Defiance Delivery Point, Any Other				Up to 650,000[†]
Defiance Delivery Points, and/or Active Michigan				
Interconnections				
Trunkline Zone 1A				200,000

SECONDARY DELIVERY POINT(S):

Shipper shall have secondary Points of Delivery as set forth in Section 2.2 of Rover's Rate Schedule FTS.

ROVER PIPELINE LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on ~~July 1, 2017~~ May 1, 2024

(Version ~~10~~.0.0, Contract No. 10001) Exhibit B

Option Code "A"

EXHIBIT B
Amended and Restated
Transportation Agreement
For
Firm Service
Under Rate Schedule FTS

CREDIT PROVISIONS

Shipper, at all times, must satisfy the creditworthiness criteria, or otherwise provide such credit support, as set forth under this Exhibit B: except the credit provisions of Transporter's Tariff shall apply to (i) the Tariff Rate MDQ pursuant to Exhibit C, Article 1.2(a)(iii) of the Firm Transportation Service Agreement and (ii) the 200,000 Dt of MDQ effective from October 1, 2032 to September 30 2045.

(A) An entity shall be deemed "Creditworthy" hereunder, as of a particular time, if:

(i) its long-term unsecured debt securities, at such time, are rated at least BBB- by Standard & Poor's Ratings Services or its successor and at least Baa3 by Moody's Investor Services, Inc. or its successor or an equivalent rating by another nationally recognized credit rating service (any such rating, as applicable, a "Debt Rating"), without any Debt Rating being qualified by or subject to a ratings action indicating a negative short-term or long-term outlook; and;

(ii) Transporter does not have other reasonable grounds for insecurity, as evaluated by Transporter on a non-discriminatory basis, based on consistent financial evaluation standards for determining the acceptability of such entity's overall financial condition.

(B) If any of the Debt Ratings assigned to Shipper is deemed not Creditworthy, then Shipper shall thereafter, either:

(i) maintain an irrevocable, unconditional guaranty ("Guaranty") from a third party that is "Creditworthy" and that is otherwise acceptable to Transporter, in Transporter's sole judgment (such third party, "Guarantor"), which Guaranty shall guarantee the full and faithful performance and payment of all of Shipper's obligations under the Precedent Agreement and the Firm Transportation Service Agreement and such Guaranty will remain outstanding for the benefit of the Transporter throughout the term of the Precedent Agreement and Firm Transportation Service Agreement; or

(ii) maintain a cash deposit or an irrevocable standby letter of credit (either, the "Credit Support") that is in a form and from a bank acceptable to Transporter, in Transporter's sole judgment, in either case securing the full and faithful performance and payment of all of Shipper's obligations under the Precedent Agreement and the Firm Transportation Service Agreement, and in either case equal to: upon the latter of (a) commencement of ordering material or (b) August 31, 2014, the total aggregate dollar value of 12 months of reservation charges due from Shipper for the Maximum Contract MDQ under the Firm Transportation Service Agreement; or

(iii) permit a first lien by Transporter to exist on the Shipper's and/or Shipper's designated affiliate's equity in the Pipeline Project, pursuant to the letter agreement between Energy Transfer Partners, L.P. ("ETP") and American Energy – Utica, LLC, dated as of June 25,

2014, which equity is the equivalent to Section (B)(i) or Section (B)(ii) of this Exhibit B in satisfying the full and faithful performance and payment of all of Shipper's obligations under the Precedent Agreement and the Firm Transportation Service Agreement.

(iv) At any time during the term of the Precedent Agreement and the Firm Transportation Service Agreement, in the event (a) any of the Debt Ratings assigned to Shipper becomes qualified or impacted by a negative outlook, then the amount of Credit Support shall increase to the lesser of 18 months of reservation charges due from Shipper for the Maximum Contract MDQ or the number of months remaining under the Firm Transportation Service Agreement; or, in the event that (b) any of the Debt Ratings assigned to Shipper declines from the Debt Ratings assigned to Shipper as of the execution date of the Firm Transportation Service Agreement, the amount of Credit Support shall increase to the lesser of 24 months of reservation charges due from Shipper for the Maximum Contract MDQ or the number of months remaining in the term under the Firm Transportation Service Agreement. In the case of either (a) or (b), the Credit Support shall be issued and maintained by Shipper for the benefit of the Transporter throughout the term of the Precedent Agreement and Firm Transportation Service Agreement. Provided, however, if (a) or (b) above are no longer applicable, the amount of Credit Support required will revert to the appropriate level otherwise set forth in this Exhibit B. ~~Notwithstanding the foregoing, Shipper will be allowed a grace period of one (1) year from the date this Exhibit B is executed to comply with the further credit support requirements of (a) or (b) above, if (a) or (b) occurs prior to the expiration of such grace period.~~

(C) At any time while either the Precedent Agreement or the Firm Transportation Service Agreement is effective, if Transporter determines that, as of such time, (i) any Guarantor of Shipper is no longer "Creditworthy", or (ii) any bank that is supporting a letter of credit in favor of Transporter in accordance with Section (B)(ii) of this Exhibit B is no longer acceptable to Transporter, then Transporter may submit a written notice of such determination to Shipper (which notice shall provide Transporter's basis for such determination), and within five (5) business days after Shipper's receipt of such notice from Transporter, Shipper shall deliver to Transporter, and shall thereafter maintain, alternative Credit Support in accordance with either Section (B)(i) or Section (B)(ii) of this Exhibit B.

(D) For any Credit Support in the form of an irrevocable standby letter of credit that is provided to Transporter pursuant to Section (B)(ii) of this Exhibit B (any such letter of credit, "Shipper's Letter of Credit"), such Shipper's Letter of Credit shall permit partial draws and shall have an expiry date no sooner than twelve (12) calendar months after issuance thereof. With respect to any Shipper's Letter of Credit, Shipper shall furnish extensions or replacements of such letter of credit thirty (30) days prior to the expiration thereof, from time to time until the expiration of both the Precedent Agreement and Firm Transportation Service Agreement. All extensions, amendments and replacements of any Shipper's Letter of Credit shall be delivered to Transporter in the form of such outstanding Shipper's Letter of Credit, or in form otherwise satisfactory to Transporter. Transporter shall have the right to draw against any outstanding Shipper's Letter of Credit upon: (a) failure to make payment when due under either the Precedent Agreement or the Firm Transportation Service Agreement; or (b) the failure or refusal of Shipper to deliver any applicable extension, amendment or replacement of an outstanding Shipper's Letter of Credit as provided herein. In the event of a draw in accordance with clause (a) of the preceding sentence, the proceeds of such draw shall be applied against any costs, expenses or damages incurred by Transporter. In the event of a draw due to the failure or refusal of Shipper to deliver any applicable extension, amendment or replacement of an outstanding Shipper's Letter of Credit, which draw may be in part or in whole, the proceeds of the draw shall be retained by Transporter until Transporter receives a replacement Shipper's Letter of Credit or until Transporter does in fact incur any costs, expenses or damages as a result of a breach by Shipper of any of its obligations under either the Precedent Agreement or the Firm Transportation Service Agreement (in which event, such monies shall be applied against the same). If drawn in part or in whole, Shipper shall

immediately thereafter provide a replacement Shipper's Letter of Credit in an amount equal to the amount drawn by Transporter. Any draw made by Transporter under an outstanding Shipper's Letter of Credit shall not relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Shipper's Letter of Credit. Shipper's Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, or any Credit Support in the form of cash deposit held by Transporter shall be returned to Shipper on or before the thirtieth (30th) day after the later to occur of (i) the date on which both the Precedent Agreement and the Firm Transportation Service Agreement have terminated or expired and (ii) the date on which all of Shipper's performance and payment obligations under the Precedent Agreement and the Firm Transportation Service Agreement (including, without limitation, any damages arising from either such agreement) have been fulfilled.

Agreed to by:

**ROVER PIPELINE LLC
("ROVER")**

**ASCENT RESOURCES – UTICA, LLC
("SHIPPER")**

/s/: _____

/s/: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ROVER PIPELINE LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on ~~July 1, 2017~~ May 1, 2024

(Version ~~10~~.0.0, Contract No. 10001) Exhibit C

Option Code "A"

EXHIBIT C
Amended and Restated
Transportation Agreement
For
Firm Service
Under Rate Schedule FTS

NEGOTIATED RATE AGREEMENT

This Negotiated Rate Agreement (“Agreement”) between ROVER PIPELINE LLC (“ROVER” or “Pipeline”) and ASCENT RESOURCES – UTICA, LLC (“Shipper”), incorporated as an exhibit to Amended and Restated Rate Schedule FTS Transportation Agreement No. 10001 between ROVER and Shipper dated May 1, 2024 (“Firm Transportation Service Agreement”), sets forth the rates and charges for the natural gas transportation service to be provided by ROVER to Shipper under the Firm Transportation Service Agreement (“Negotiated Rates”), subject to the terms and the requirements of the Federal Energy Regulatory Commission (“FERC”) pertaining to negotiated rate transactions.

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 **Negotiated Rate Term.** The Negotiated Rates set forth in this Agreement shall remain in effect through ~~the expiration of the Primary Term~~ September 30, 2045 and during any extensions pursuant to Section 3(b) of the Firm Transportation Service Agreement and any extensions thereof. (the “Negotiated Rate Term”).

1.2 **Primary Negotiated Rate Term Reservation and Commodity Rates.** ~~For Shipper~~ is entitled to the Negotiated Rate for service provided by ROVER to Shipper from the Eligible Receipt Points to the Eligible Delivery Points, as defined below, for aggregate quantities not to exceed the MDQ. Shipper is not entitled to the Negotiated Rate for nominations or transport in excess of the applicable MDQ from any combination of receipt points or to any combination of delivery points or for the Tariff Rate MDQ, defined below. During the Primary Negotiated Rate Term ~~of the Firm Transportation Service Agreement~~, Shipper shall pay ROVER the following Fixed Negotiated Reservation Rate and Fixed Negotiated Commodity Rate:

(a) Fixed Negotiated Reservation Rate:

(i) \$0.7728/Dth for the portion of the contract MDQ with primary delivery points at Dawn and/or the Market Zone North ~~;~~

(ii) \$0.5028/Dth for the portion of the contract MDQ with primary delivery points at the interconnections with Panhandle Eastern Pipeline Company, LP (“PEPL”) ~~;~~ and ANR Pipeline Company (“ANR”) ~~or any existing and future interconnections within fifteen (15) miles of the Panhandle Defiance interconnection near Defiance, Ohio~~ (the “Defiance Delivery Points”) in the Mainline Zone ~~;~~ and

(iii) \$0.6244/Dth for the following portion of such contract MDQ at the Defiance Delivery Points which is equivalent to the currently applicable maximum rate set forth in ROVER’s FERC Gas Tariff for the specified period (the “Tariff Rate MDQ”):

5/1/2024-3/31/2026 125,000 Dth
4/1/2026-3/31/2028 112,500 Dth
4/1/2028-3/31/2029 100,000 Dth.

(iv) \$0.8028/Dth for the portion of MDQ with primary delivery points in the Market Zone South.

(b) Fixed Negotiated Commodity Rate: \$0.00/Dth for deliveries to Defiance Delivery Points and Dawn Hub. Additionally, Shipper shall pay the applicable Panhandle Eastern Pipeline Company (“PEPL”) and/or Trunkline Gas Company (“TGC or Trunkline”) Commodity Rates, ~~if ROVER is required to contract for and/or lease from PEPL and TGC to reach these markets and as those rates are assessed to ROVER, which rates may change from time to time, but currently are as follows:~~

- ~~(i) PEPL: \$0.0078/Dth for deliveries from ANR Defiance to PEPL Bourbon.~~
- ~~(ii) TGC: \$0.0063/Dth for deliveries from PEPL Bourbon to TGC Zone 1A.~~

(c) The Fixed Negotiated Reservation Rate and Fixed Negotiated Commodity Rate shall remain fixed for the Primary Negotiated Rate Term of the Firm Transportation Service Agreement, regardless of any otherwise applicable maximum rate set forth in ROVER’s FERC Gas Tariff ~~and any extension beyond the primary term.~~

1.3 **Eligible Primary Receipt Points.** The Negotiated Rates shall apply to service provided to Shipper from the Primary Receipt Points specified in Exhibit A of the Firm Transportation Service Agreement ~~or to any other Receipt Points in except for the same zone as Tariff Rate MDQ. Any amendment of the identified Primary Receipt Points, Point(s) and/or its MDRO shall be subject to available capacity for and agreement between ROVER and Shipper on the rate that shall be applicable to service provided to Shipper from such other receipt point amended Primary Receipt Point(s).~~

1.4 **Eligible Secondary Receipt Points.** The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis ~~from all receipt points in the Supply Zone~~ as follows:

- (a) Supply Zone – The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis from all receipt points within the Supply Zone up to the MDQ of such path.
- (b) Mainline Zone – The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis from all receipt points within the Mainline Zone up to the MDQ of such path.
- (c) Market Zone North – The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis from all receipt points within the Market Zone North up to the MDQ of such path.

1.5 **Eligible Primary Delivery Points.** The Negotiated Rates shall apply to service provided to Shipper to the Primary Delivery Points specified in Exhibit A of the Firm Transportation Service Agreement ~~or to any other Delivery Points in except for the same zone as Tariff Rate MDQ. Any amendment of the identified Primary Delivery Points, Point(s) and/or its MDRO shall be subject to available capacity for and agreement between ROVER and Shipper on the rate~~

that shall be applicable to service provided to Shipper to such other delivery point amended Primary Delivery Point(s).

1.6 **Eligible Secondary Delivery Points.** The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis as follows:

(a) Market Zone North – Shipper shall have rights to secondary delivery points within the Supply Zone, Mainline Zone, and Market Zone North in accordance with the provisions of ROVER’s FERC Gas Tariff.

(b) Mainline Zone – Shipper shall have rights to secondary delivery points within the Supply Zone and the Mainline Zone in accordance with the provisions of ROVER’s FERC Tariff.

(c) Market Zone South – Shipper shall have rights to secondary delivery points within the Supply Zone, the Mainline Zone, and Market Zone South in accordance with the provisions of ROVER’s FERC Gas Tariff.

(d) Future Points – Shipper shall have the right to access ~~current and~~ future secondary points within Shipper’s primary path. In addition Shipper, will have access to all future pooling or Hub locations within the same zones of Shipper’s primary path(s).

1.7 **Access to Future Pools or Hubs on a Secondary Basis.** Shipper shall have the right to access ~~current and any~~ future secondary points within Shipper’s primary path at the current rates included in the Negotiated Rate Agreement. ~~In addition Shipper, will have access to all future pooling or Hub locations within the same zones of Shipper’s primary path(s) at the rates included in the Negotiated Rate Agreement.~~

1.8 **Fuel Cap.** Shipper shall pay the Fuel ~~Charges~~ **Reimbursement** set forth in ROVER’s Tariff provided, however, that the Fuel ~~Charges~~ **Reimbursement** shall be capped at 1.2% for deliveries from the Supply Zone to the Defiance Delivery Points or any other delivery point in the Mainline Zone, or 1.6% for deliveries to the Dawn Hub or any delivery point in the Market Zone North (“Fuel Cap”). The Fuel Cap is only applicable to Shipper’s Primary Path as specified in Exhibit A of the original Firm Transportation Service Agreement and shall be in effect for the months in which Shipper is using at least 70% of its MDQ; provided, however, that Fuel Cap is also applicable if Shipper’s use is less than 70% for reasons beyond Shipper’s control, such as, but not limited to, Transporter maintenance, force majeure, or situations created by Transporter. In addition, for deliveries to the Market Zone South, Shipper shall also pay the applicable PEPL and/or TGC fuel rates, which ~~are currently 1.62% and 0.3%, respectively, but~~ may change from time to time; provided that such fuel is included as part of ROVER’s agreement with the relevant pipeline to acquire capacity for service under ROVER’s Tariff and Shipper transports natural gas through the ROVER system through that acquired capacity. Nothing in this Section shall be construed to preclude ROVER from charging to a deferral account for future recovery any amount by which the Fuel Charge of Shipper is above the Fuel Cap (the “Under Recovered Amounts”). In such situations, ROVER will charge Shipper a percentage equal to the Fuel Cap until the deferral account is reduced to zero or the end of the Negotiated Rate Term.

ARTICLE 2

MISCELLANEOUS PROVISIONS

2.1 **Applicable Maximum and Minimum Tariff Rates.** Unless otherwise expressly provided in this Agreement, the Negotiated Rates shall apply to service provided by ROVER to Shipper for the term of the Firm Transportation Service Agreement, notwithstanding any otherwise applicable maximum or minimum rates set forth in ROVER's Tariff, as may be revised from time to time.

2.2 **Refunds.** ~~In~~ For the Tariff Rate MDQ and the MDQ effective from October 1, 2032, in no event shall ROVER be required to refund to Shipper any amounts collected for service to which the Negotiated Rates apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in ROVER's Tariff; Otherwise, from the Effective Date until September, 30, 2032, ROVER shall also not be required to refund to Shipper any amounts collected for service to which the Negotiated Rates apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in ROVER's Tariff, provided, however, that Shipper shall not be required to make reservation charge payments, or will receive credits for any reservation charge payments made, in the event that transportation service is unavailable due to reasons beyond Shipper's control.

~~2.3 **Most Favored Nations.** If at any time prior to the fifth anniversary of the In-Service Date, Transporter enters into a firm transportation agreement with a third party under Rate Schedule FTS and a negotiated or discounted rate agreement that is lower than the rates and from the Primary Points of Receipt to the Primary Points of Delivery set forth in the table below ("Lower Rate"), as applicable, for a primary term of more than one (1) year, but less than fifteen (15) years (and for other than seasonal service), then Transporter shall offer to reduce Shipper's Negotiated Rate to a rate equal to the Lower Rate.~~

Receipt Point	Delivery Point	Rate/Dth
ORS Cadiz or MW Cadiz	Defiance Delivery Points	\$0.48
ORS Cadiz or MW Cadiz	Trunkline Zone 1A	\$0.78
ORS Cadiz or MW Cadiz	Dawn	\$0.75

~~"Defiance Delivery Points" shall be the interconnections with Panhandle Eastern Pipeline Company, LP or ANR Pipeline Company, or any existing and future interconnections within fifteen (15) miles of the Panhandle-Defiance interconnection in the Mainline Zone.~~

~~Notwithstanding the foregoing, prior to and for the first eighteen (18) months from the execution of the Fifth Amendment to the PA, Transporter shall be entitled to enter into firm transportation service agreements for up to an aggregate of 150,000 Dth/d, for any rate or term from the Receipt Points to the Delivery Points described in the table above without triggering its Most Favored Nations obligations hereunder. For further clarity, it is understood that this Most Favored Nations provision shall not apply to backhauls, to forward hauls on portions or segments of the original primary path, to any changes in Shipper's original primary points on Exhibit A, or to capacity resulting from an expansion of Transporter's facilities.~~

Agreed to by:

**ROVER PIPELINE LLC
("ROVER")**

**ASCENT RESOURCES – UTICA, LLC
("SHIPPER")**

/s/: _____

/s/: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____