



July 13, 2018

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: Tennessee Gas Pipeline Company, L.L.C.
Broad Run Expansion Project
Negotiated Rate and Non-Conforming Agreement Filing
Docket Nos. RP18-____-000 and CP15-77-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”), Part 154 of the Regulations of the Federal Energy Regulatory Commission (“Commission”), 18 C.F.R. Part 154, and in compliance with the Order Issuing Certificate and Approving Abandonment (“Order”) for the Broad Run Expansion Project (“Project”), issued in Docket No. CP15-77-000 on September 6, 2016,¹ Tennessee Gas Pipeline Company, L.L.C. (“Tennessee”) hereby tenders for filing and acceptance (i) revised tariff records to its FERC Gas Tariff (“Tariff”), Sixth Revised Volume No. 1 (“Volume No. 1”) and First Revised Volume No. 2 (“Volume No. 2”), which Tariff records are listed in Appendix A, and (ii) a copy of a Gas Transportation Agreement dated February 24, 2016, as amended on July 12, 2018, and a Negotiated Rate Agreement dated February 1, 2018, as amended on July 12, 2018 (collectively, the “Agreements”), with Antero Resources Corporation (“Antero” or “Project Shipper”), Service Package Number 315617, which agreements contain negotiated rates and non-conforming language.

Tennessee submits for filing and acceptance a revised Tariff record for inclusion in Volume No. 1 of its Tariff to reflect the fact that the Gas Transportation Agreement contains non-conforming language, as discussed further below. Additionally, Tennessee submits the Agreements for inclusion in Volume No. 2 of its Tariff as well as a revised Table of Contents for Volume No. 2.

Tennessee respectfully requests that the Commission issue an order accepting the Agreements and related Tariff records listed in Appendix A to become effective on the in-service date of the Project facilities, currently anticipated to be August 15, 2018.²

¹ *Tennessee Gas Pipeline Company, L.L.C.*, 156 FERC ¶ 61,157 (2016); *order denying reh’g and dismissing clarification*, 163 FERC ¶ 61,190 (2018).

² Tennessee has requested permission to place in-service several Project components prior to placing the entire Project in-service. Tennessee received approval to place in-service the Project facilities at existing Compressor Stations 106 and 114, on March 1, 2018 and on March 20, 2018, respectively. The Project facilities at both of these existing compressor stations have been placed in service. To the extent that any incremental capacity has been made available by placing the Project facilities at these two compressor stations in service prior to placing the entire

Statement of Nature, Reasons, and Basis for the Filing

Background

On September 6, 2016, the Commission issued the Order granting Tennessee a certificate of public convenience and necessity to construct and operate certain compression facilities to be located in Kentucky, Tennessee, and West Virginia and to abandon certain compression facilities in West Virginia.³ The purpose of the Project is to (i) enable Tennessee to provide up to 200,000 dekatherms per day of incremental firm transportation service to the Project Shipper from a primary receipt point located in Kanawha County, West Virginia (Meter No. 400459) on Tennessee's Broad Run Lateral in Zone 3 to a primary delivery point located in Forrest County, Mississippi (Meter No. 420099) on Tennessee's 500 Line system in Zone L (the "Market Component") and (ii) replace older, less efficient compression facilities with more efficient and cleaner burning units at two existing compressor stations (the "Replacement Component"). All of the firm capacity created by the Market Component Project facilities has been contracted for by Antero under a long-term negotiated rate service agreement, which is expected to commence on August 15, 2018.⁴

Instant Filing

1. Negotiated Rate Agreements

Pursuant to the Commission's negotiated rate policies,⁵ and Tennessee's negotiated rate tariff provisions approved by the Commission,⁶ Tennessee submits for filing with the Commission the enclosed Agreements. These Agreements reflect: (1) the exact legal name of Antero; (2) the total charges (rate and applicable surcharges) applicable to Antero; (3) the

Project in service, Tennessee has offered such transportation capacity as generally available capacity on an interim basis, and has also used such capacity on an interim basis for operational purposes and to mitigate any capacity impacts to existing customers associated with ongoing Project construction activities. Tennessee has also received approval to place in-service new Compressor Station 875, but has not yet placed that compressor station in service.

³ On May 24, 2018, Tennessee filed a petition to amend the abandonment authorization granted in the Order. Specifically, Tennessee has requested that, rather than abandoning seven compressor units by removal at Compressor Station 114 as originally authorized in the Order, it be allowed to retain the seven compressor units in reserve for use in providing backup capacity on an intermittent basis when the other compressor units at Compressor Station 114 are not available. This petition, filed in Docket No. CP15-77-002, remains pending before the Commission.

⁴ Pursuant to the terms of the Gas Transportation Agreement, the commencement of service under the agreement is the later of (i) June 1, 2018 or (ii) the date when Tennessee is ready to provide firm service using all the Project facilities. As of the date of this filing, Tennessee anticipates that all the Project facilities will be placed in-service on August 15, 2018.

⁵ Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines, 74 FERC ¶ 61,076 (1996); reh'g and clarification denied, 75 FERC ¶ 61,024 (1996); reh'g denied, 75 FERC ¶ 61,066 (1996); Natural Gas Pipeline Negotiated Rate Policies and Practices, 104 FERC ¶ 61,134 (2003) ("Policy Statement").

⁶ On August 30, 1996, in Docket No. RP96-312-000, the Commission approved, subject to conditions, Tennessee's July 16, 1996 tariff filing, authorizing Tennessee to charge negotiated rates for its transportation and storage services. Tennessee Gas Pipeline Co., 76 FERC ¶ 61,224, order on reh'g, 77 FERC ¶ 61,215 (1996).

primary receipt and delivery points applicable to Antero; (4) the maximum volumes of gas to be transported by Tennessee on behalf of Antero; and (5) the applicable rate schedule for the transportation service to be provided to Antero. The information set forth in the Agreements fully disclose the essential conditions involved in the negotiated rate transactions with Antero, including a specification of all consideration.

2. Non-Conforming Provisions

Section 154.1(d) of the Commission's regulations, 18 C.F.R. § 154.1(d), provides that contracts for service pursuant to Part 284 that deviate in any material aspect from the pipeline's form of service agreement must be filed with the Commission as a non-conforming agreement.

The Antero Gas Transportation Agreement contains the following deviations from Tennessee's revised pro forma Rate Schedule FT-A transportation service agreement ("Pro Forma Agreement"):⁷

- (1) The Gas Transportation Agreement contains non-conforming language in Sections 2.1 and 2.2 to address regulatory authorizations for the Project facilities and the commencement date of the Gas Transportation Agreement, which are tied to the commencement date of the Project facilities. Although the Pro Forma Agreement contains alternate or additional language in Sections 1.3 and 15.7 to address regulatory authorizations and commencement date language, the Antero Gas Transportation Agreement includes this language in a different section of the agreement and thus this language may be construed as non-conforming.
- (2) The Gas Transportation Agreement contains non-conforming language in Article IV to address the construction of Project facilities. Although the Pro Forma Agreement contains alternate language when construction of facilities are required to provide service to a shipper, the Antero Gas Transportation Agreement includes additional minor language changes to the Pro Forma Agreement.
- (3) The Gas Transportation Agreement contains non-conforming language in Section 12.1 to specify that the agreement is effective on the commencement date as defined in Article II, Section 2.2 of the agreement. As discussed above, the Pro Forma Agreement provides Tennessee and a shipper with the flexibility to define the commencement date of service in Section 1.3. Further Section 12.1 of the Pro

⁷ On October 30, 2017 Tennessee made a filing in Docket No. RP18-118-000 to revise its pro forma service agreements. The proposed revisions to the pro forma service agreements included, among others, alternate or additional language to enable Tennessee and a shipper, whose service is dependent on the completion of construction of expansion facilities by Tennessee, to include language to address conditions precedent and other project related requirements, thereby limiting the need for Tennessee to have to file such agreement with the Commission as a non-conforming agreement. On November 29, 2017, the Commission approved Tennessee's proposal and accepted the Tariff records effective on December 1, 2017. See 161 FERC ¶ 61,236 (2017). Tennessee's description of the non-conforming provisions contained in the Antero Gas Transportation Agreement are in reference to Tennessee's revised Pro Forma Agreement.

Forma Agreement provides that the agreement is effective as of the date of execution and that service under the agreement commences on the commencement date as defined in Section 1.3.

- (4) The Gas Transportation Agreement contains non-conforming language in Article XVI to address the creditworthiness requirements applicable to Antero. Consistent with the Commission's Policy Statement on Creditworthiness for Interstate Natural Gas Pipelines and Order Withdrawing Rulemaking Proceeding,⁸ the Gas Transportation Agreement includes creditworthiness provisions that require Antero to meet certain objective creditworthiness standards, or to provide Tennessee with credit support in the form of a guaranty, letter of credit or a cash security deposit.⁹ Section 6.4 of the Pro Forma Agreement contains optional language permitting Tennessee and a shipper to include language cross-referencing the credit support requirements agreed to by Tennessee and the shipper in a precedent agreement or similar agreement to the service agreement, thus providing the parties with the flexibility to incorporate those credit support requirements in the service agreement without making the service agreement non-conforming. Since these provisions have been directly incorporated in the Antero Gas Transportation Agreement, rather than referencing them to the precedent agreement, these provisions may be deemed non-conforming.
- (5) The Gas Transportation Agreement contains a contractual extension right set forth in Exhibit A under the heading "Other Provisions", allowing Antero a one-time right to extend the primary term of the contract for a term of three years, at the same fixed negotiated rate in effect during the primary term, subject to Antero providing Tennessee with written notice 24 months prior to the end of the primary term. Although this provision was found by the Commission in the Order to be a non-conforming provision, Tennessee notes that pursuant to Article XXXVI of the General Terms and Conditions ("GT&C") of its Tariff, Tennessee has the authority to negotiate contractual extension rights and rights-of-first refusal ("ROFR") with discount and negotiated rate shippers that would not otherwise be eligible for extension or ROFR rights under Article V, Section 4.1 of the GT&C and to include such provision(s) on Exhibit A to the service agreement.

Finally, since the Gas Transportation Agreement was drafted based on an outdated version of the Pro Forma Agreement, the Gas Transportation Agreement contains other deviations resulting from this that are minor and non-substantive and thus are not material deviations. These deviations are "redlined" and appear in the introduction section, Sections 6.1, 6.3, 11.1, 12.1, 12.2, 15.3, and 15.4, Articles IV, V, VI, VII, VIII, X, and XIII, and in the signature block of the Gas Transportation Agreement.

⁸ 111 FERC ¶ 61,412 at P 17-20 (2005) (permitting larger collateral requirements from initial shippers in cases of new construction and requiring issues relating to such collateral to be determined in precedent agreements).

⁹ These creditworthiness provisions were originally included in the precedent agreement between Tennessee and Antero and are now included in the Gas Transportation Agreement.

Tennessee submits that the terms described above do not affect the substantive rights of Antero or the quality of service to Antero or other shippers under Tennessee's Tariff, nor do they constitute a substantial risk of undue discrimination against other shippers. In the Order, the Commission found that the non-conforming provisions of the Agreements filed by Tennessee as part of its certificate application constituted material deviations from Tennessee's Pro Forma Agreement. However, the Commission found that those non-conforming provisions were permissible because they do not present a risk of undue discrimination, do not affect the operational conditions of providing service and do not result in any customer receiving a different quality of service.¹⁰

3. Conclusion

Tennessee respectfully requests that the Commission accept the filed Agreements. The non-conforming language discussed above is shown in redlined format on the attached copy of the Gas Transportation Agreement. Other than the above-referenced deviations, the Antero Gas Transportation Agreement conforms in all material respects with Tennessee's Pro Forma Agreement. Since these provisions are permissible deviations because they do not present a risk of undue discrimination, do not affect the operational conditions of providing service and do not result in any customer receiving a different quality of service, Tennessee respectfully requests that the Commission, approve the Agreements and related Tariff records listed in Appendix A to become effective on the in-service date of the Project facilities, currently anticipated to be August 15, 2018.

Materials Enclosed

In accordance with the applicable provisions of Part 154 of the Commission's regulations, Tennessee provides an eTariff .xml filing package containing:

- (1) A transmittal letter in PDF format with Appendix A attached;
- (2) Revised tariff records in RTF format with metadata attached;
- (3) A clean and marked version of the tariff records in PDF format for posting on eLibrary;
- (4) Clean copies of the executed Agreements;
- (5) A "redlined" version of the Gas Transportation Agreement;
- (6) A copy of the entire filing in PDF format for posting on eLibrary.

Service and Correspondence

The undersigned certifies that a copy of this filing has been served electronically pursuant to 18 C.F.R. § 154.208 on Tennessee's customers and affected state regulatory commissions, as well as to all parties on the official service list for Docket No. CP15-77-000. A paper copy of this filing may only be served if a customer has been granted waiver of electronic service pursuant to 18 C.F.R. Part 390 of the Commission's regulations. In addition, an electronic copy

¹⁰ 156 FERC ¶ 61,157, at P 39.

of this filing is available for public inspection during regular business hours in Tennessee's office at 1001 Louisiana Street, Suite 1000, Houston, Texas 77002.

Pursuant to 18 C.F.R. § 154.385.2005 and § 385.2011(c)(5) of the Commission's regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best knowledge and belief of the undersigned.

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

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* Persons designated for service in accordance with Rule 2010 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.2010. Additionally, service via email is requested in lieu of paper copies.

Effective Date and Waiver

Tennessee respectfully requests all waivers that may be necessary for the Commission to accept the Agreements and related Tariff records listed in Appendix A to become effective on the in-service date of the Project facilities, currently anticipated to be August 15, 2018.

Pursuant to Section 154.7(a)(9) of the Commission's regulations, Tennessee hereby moves to place the revised Tariff records into effect on the requested effective date.

Any questions regarding this filing may be directed to the undersigned at (713) 420-5771

Respectfully submitted,

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By: /s/ Carlos Oblitas
Carlos J. Oblitas
Director, Rates and Regulatory Affairs

Enclosures

APPENDIX A

Tennessee Gas Pipeline Company, L.L.C.

Broad Run Expansion Project Negotiated Rate and Non-Conforming Agreements Filing

Issued: July 13, 2018

Effective: August 15, 2018

FERC Gas Tariff Sixth Revised Volume No. 1 Tariff Records

Section Title			
Narrative Name	Record Contents Description	Tariff Record Title	Version
Sixth Revised Sheet No. 396B	Sheet No. 396B		6.0.0

FERC Gas Tariff First Revised Volume No. 2 Tariff Sections

Description	Title	Version
1. Table of Contents	Table of Contents	57.0.0
4.32 Gas Trans Agmt	Antero Resources Corporation SP315617	0.0.0
4.32.1 Gas Trans Agmt	Exhibit A	0.0.0
4.32.2 Gas Trans Agmt	Negotiated Rate Agreement	0.0.0

CLEAN TARIFF SHEETS / RECORDS

GENERAL TERMS AND CONDITIONS (continued)

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(continued)

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42. The Southern Connecticut Gas Co., FT-A Gas Transmission Agreement dated May 8, 2017 – Connecticut Expansion Project SP331571
43. Yankee Gas Service Co., FT-A Gas Transmission Agreement dated May 8, 2017 – Connecticut Expansion Project SP331574
44. Mitsui & Co. Cameron LNG Sales, Inc. FT-A Gas Transmission Agreement dated January 17, 2017 – Southwest Louisiana Supply Project SP326297
45. Lackawanna Energy Center, L.L.C., FT-A Gas Transportation Agreement dated November 30, 2016 – Triad Expansion Project SP338040
46. GDF Suez Mexico Comercializadora, S. de R.L. de C.V., FT-A Gas Transportation Agreement dated June 20, 2018, SP334279
47. MC Global Gas Corporation, FT-A Gas Transportation Agreement dated January 17, 2017 – Southwest Louisiana Supply Project SP326294
48. Antero Resources Corporation, FT-A Gas Transportation Agreement dated February 24, 2016 – Broad Run Expansion Project SP315617

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Tariff Submitter:	Tennessee Gas Pipeline Company, L.L.C.
FERC Tariff Program Name:	FERC NGA Gas Tariff
Tariff Title:	TGP Tariffs
Tariff Record Proposed Effective Date:	August 15, 2018
Tariff Record Title:	0.0.0, 4.32 Gas Trans Agmt Antero Resources Corporation SP315617
Option Code:	A

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the _____ day of _____, _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and ANTERO RESOURCES CORPORATION, a Delaware corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

WHEREAS, Transporter designed its Broad Run Expansion Project ("Project") to provide firm transportation service from the Transporter's Broad Run Lateral in Zone 3 of Transporter's system to delivery points located on Transporter's 100 and 500 line systems in Zone 1;

WHEREAS, Shipper and Transporter have entered into a Precedent Agreement dated March 21, 2014 (the "Precedent Agreement"), pursuant to which the Transporter agreed to file an application with the Federal Energy Regulatory Commission ("FERC") for the necessary authorizations to (i) provide certain firm natural gas transportation service and (ii) construct and operate the facilities necessary to provide such firm natural gas transportation service (the "Project Facilities").

ARTICLE I
DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during the term hereof, as specified on Exhibit A attached hereto. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit A attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.


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ARTICLE II TRANSPORTATION

- 2.1 Transportation Service - After receipt and acceptance by Transporter, in its sole determination of all FERC and other authorizations necessary to provide service hereunder and the satisfactory completion by Transporter, in Transporter's sole determination, of the Project Facilities, beginning on the Commencement Date (as defined in Section 2.2 below), Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.
- 2.2 COMMENCEMENT OF SERVICE – Upon completion of construction of the Project Facilities required to enable Transporter to render the transportation service described herein and after receipt and acceptance by Transporter of all FERC and other necessary authorizations, as further described in Section 2.1 above, Transporter will notify Shipper, in writing, of the date on which Transporter will be ready to commence transportation service under this Agreement (the "Commencement Date"). The Commencement Date shall be the later of: (i) June 1, 2018; and (ii) the date on which Transporter is able to render service to Shipper using all of the Project Facilities.

ARTICLE III POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit A attached hereto.

ARTICLE IV

Transporter shall construct, install, own, and operate, or otherwise acquire access to the facilities necessary for Transporter to receive and deliver the gas as contemplated herein for Shipper's account at the Point(s) of Receipt and Point(s) of Delivery.

ARTICLE V QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI
RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 **TRANSPORTATION RATES** - Commencing upon the Commencement Date, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, Extended Receipt and Delivery Service Volumes or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a 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 Rates 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, as 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 sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

- 6.2 **INCIDENTAL CHARGES** - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.
- 6.3 **CHANGES IN RATES AND CHARGES** - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate

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Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles VII and VIII, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI WARRANTIES

- 11.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:



- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place on the Commencement Date, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII TERM

- 12.1 This Agreement shall be effective as of the Commencement Date, as defined in Article II, Section 2.2 hereof, and shall remain in force and effect, unless modified as per Exhibit B, until the expiration of fifteen (15) years following the Commencement Date ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is less than one year, then notice of termination may be provided via Transporter's Interactive Website; provided further, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.
1001 Louisiana Street, Suite 1000
Houston, Texas 77002
Attention: Director, Transportation Services

SHIPPER:

NOTICES: Antero Resources Corporation
1615 Wynkoop Street
Denver, Colorado 80202

Attention: Chief Financial Officer

BILLING: Antero Resources Corporation
1615 Wynkoop Street
Denver, Colorado 80202

Attention: VP – Gas Marketing

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article VI, Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

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ARTICLE XV
MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through Transporter's Interactive Website and Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 15.4 Exhibits "A" and "B" attached hereto are incorporated herein by reference and made a part hereof for all purposes.

ARTICLE XVI
CREDITWORTHINESS

Notwithstanding anything in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's Tariff to the contrary, and in lieu of the credit requirements set forth in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's Tariff, Shipper shall be required to comply with the following credit requirements:

- 16.1 In exchange for Transporter's execution of the Precedent Agreement, this Agreement, the Negotiated Rate Agreement, and any other related agreements, and as a condition precedent to Transporter's obligations pursuant to such agreements, Shipper shall satisfy the following credit assurance provisions as of the effective date of this Agreement, and shall have a continuing obligation to satisfy the credit assurance provisions of this Agreement throughout the term of this Agreement, the Negotiated Rate Agreement, and any other related agreements as may be in effect from time to time.
- 16.2 Shipper or its Guarantor shall be deemed creditworthy if:
- (1) Shipper's or Guarantor's (i) corporate credit rating is no lower than BBB- by Standard & Poor's Corporation ("S&P") and at least Baa3 by Moody's Investor Service ("Moody's") (the minimum credit ratings established herein shall be referred to collectively as the "Minimum Credit Rating Standards"); provided, however, that if (a) the Shipper's S&P corporate credit rating is BBB- or Shipper's Moody's corporate credit rating is Baa3, and (b) the Shipper's short-

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term or long-term credit outlook is negative, Transporter may require further analysis as discussed below; and

- (2) In the event of a split rating from S&P and Moody's, the lower rating will be used; and
 - (3) Shipper must not otherwise have exceeded its agreed available line of credit with Transporter, as determined by Transporter in its reasonable discretion.
- 16.3 For the purpose of this Section 16.3, subject to Section 16.4 below, Shipper shall provide to Transporter credit assurance in the form of: (i) a guaranty, in a form acceptable to Transporter, from a guarantor that meets the Minimum Credit Rating Standards set forth in Section 16.2; (ii) an irrevocable standby letter of credit, in a form acceptable to Transporter, from an institution acceptable to Transporter; or (iii) a cash security deposit.

The credit assurance to be provided to Transporter pursuant to this Section 16.3 shall continue in effect until (i) Shipper satisfies the Minimum Credit Rating Standards, (ii) the execution of a credit agreement to replace this provision, or (iii) the end of the Primary Term, and full payment of all outstanding balances and charges and resolution of any asserted claims with respect thereto has been made by Shipper; provided, however, that at no time shall a non-creditworthy shipper provide Transporter with less than the generally applicable credit assurances in Article XXVI, Section 4 of the GT&C of Transporter's Tariff.

- 16.4 Beginning on May 30, 2014, to the extent Shipper is required to provide to Transporter credit assurance pursuant to Section 4(C)(ii) above, and subject to Shipper having a corporate credit rating of at least BB- by S&P and Ba3 by Moody's, the amount of such credit assurance shall be equal to the product of the monthly reservation rate and the TQ under this Agreement, multiplied by the number of months set forth in the following table:

Date	Credit Assurance Required
May 30, 2014	3 months
April 1, 2015	12 months
Eight Years After Commencement Date	9 months

Beginning on May 30, 2014, if Shipper's corporate credit rating is B+ by S&P or B1 by Moody's, then the amount of the credit assurance required to be provided by Shipper to Transporter shall be equal to the product of the monthly reservation rate and the TQ under this Agreement, multiplied by the number of months set forth in the following table:

Date	Credit Assurance Required
May 30, 2014	6 months
April 1, 2015	15 months
Eight Years After Commencement Date	12 months

Beginning on May 30, 2014, if Shipper's corporate credit rating is single B or below by S&P or B2 or below by Moody's, then the amount of the credit assurance required to be provided by Shipper to Transporter shall be equal to the product of the monthly reservation rate and the TQ under this Agreement, multiplied by the number of months set forth in the following table:

Date	Credit Assurance Required
May 30, 2014	9 months
April 1, 2015	18 months
Eight Years After Commencement Date	12 months

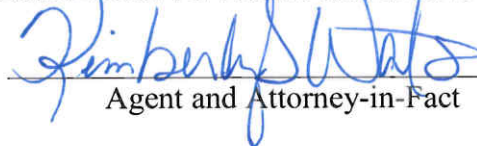
- 16.5 If Shipper is not creditworthy and fails to demonstrate or furnish acceptable credit assurances as required by Section 16.3 within ten (10) business days of receipt of written notice of such failure from Transporter, then Transporter shall, in addition to any other remedy available under this Agreement, have the right to terminate this Agreement, the Precedent Agreement, the Negotiated Rate Agreement, and any other related agreements in accordance with the terms of Transporter's Tariff upon thirty (30) days written notice to Shipper.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

JEG

BY:


Agent and Attorney-in-Fact

HTP

ANTERO RESOURCES CORPORATION

BY:



TITLE:

Sr. VP

DATE:

2-24-2016

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EXHIBIT A
AMENDMENT NO. 0
TO GAS TRANSPORTATION AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
ANTERO RESOURCES CORPORATION

Amendment Effective Date: August 15, 2018

Service Package: 315617

Service Package TQ: 200,000 Dth

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
08/15/2018	08/14/2033	400459	COL GAS/TGP BROAD RUN	COLUMBIA GAS	KANAWHA	WV	3	R	100	200,000
08/15/2018	08/14/2033	420999	500 LEG POOL		FORREST	MS	1	D	500	200,000

Total Receipt TQ: 200,000 Dth
Total Delivery TQ: 200,000 Dth

Number of Receipt Points: 1

Number of Delivery Points: 1

Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

1. Extension Right

Shipper shall have a one-time right to extend the Primary Term and TQ for three (3) years (the "Extended Term") at the same fixed negotiated rate as was in effect during the Primary Term by providing twenty-four (24) months' prior written notice to Transporter. Subsequent extensions after the Extended Term shall be at the applicable maximum recourse rates(s) for service on the Project Facilities and subject to the extension and right of first refusal provisions contained in Article V, Section 4.2 of Transporter's Tariff.

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date

EXHIBIT A
AMENDMENT NO. 0
TO GAS TRANSPORTATION AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
ANTERO RESOURCES CORPORATION

Amendment Effective Date: August 15, 2018

Service Package: 315617

Service Package TQ: 200,000 Dth

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08/15/2018	08/14/2033	420999	500 LEG POOL		FORREST	MS	1	D	500	200,000

Total Receipt TQ: 200,000 Dth
Total Delivery TQ: 200,000 Dth

Number of Receipt Points: 1

Number of Delivery Points: 1

Issued: July 13, 2018
Effective: August 15, 2018

Docket No.
Accepted:

Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

1. Extension Right

Shipper shall have a one-time right to extend the Primary Term and TQ for three (3) years (the "Extended Term") at the same fixed negotiated rate as was in effect during the Primary Term by providing twenty-four (24) months' prior written notice to Transporter. Subsequent extensions after the Extended Term shall be at the applicable maximum recourse rates(s) for service on the Project Facilities and subject to the extension and right of first refusal provisions contained in Article V, Section 4.2 of Transporter's Tariff.

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date

Tariff Submitter:	Tennessee Gas Pipeline Company, L.L.C.
FERC Tariff Program Name:	FERC NGA Gas Tariff
Tariff Title:	TGP Tariffs
Tariff Record Proposed Effective Date:	August 15, 2018
Tariff Record Title:	0.0.0, 4.32.2, Gas Trans Agmt – Negotiated Rate Agreement Antero Resources Corporation SP315617
Option Code:	A

**AMENDMENT TO GAS TRANSPORTATION AGREEMENT AND NEGOTIATED
RATE AGREEMENT**

Tennessee Gas Pipeline Company, L.L.C. ("**Tennessee**") and Antero Resources Corporation ("**Antero**") are parties to: (i) a Gas Transportation Agreement, dated February 24, 2016; and (ii) a Negotiated Rate Agreement, dated February 1, 2018. For purposes of this Amendment, the Gas Transportation Agreement and Negotiated Rate Agreement shall be referred to collectively as the "**Service Package**," and Tennessee and Antero may be referred to collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, there exists the above-referenced Service Package between the Parties;

WHEREAS, the Service Package was originally designated by Tennessee as Tennessee FT-A Service Package No. 305043

WHEREAS, for certain administrative reasons, Tennessee now desires to designate the Service Package as Tennessee FT-A Service Package No. 315617.

NOW THEREFORE, in consideration of the mutual benefits to be obtained herefrom, the rights and duties assessed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Throughout the entire Service Package, including both the Gas Transportation Agreement and the Negotiated Rate Agreement, all references to Service Package No. 305043 shall be replaced with Service Package No. 315617.
2. This Amendment may be signed in counterparts, each of which shall constitute an original and together which shall constitute one and the same agreement.
3. Except as modified herein, all other terms and conditions of the Service Package, as previously amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties signify their agreement by signature below.

AGREED AND ACCEPTED:

**ANTERO RESOURCES
CORPORATION**

By: _____

Name: _____

Title: _____

Date: _____

Mark D. Mauz
MARK D. MAUZ
SVP
7-12-2018

**TENNESSEE GAS PIPELINE
COMPANY, L.L.C.**

By: _____

Name: _____

Title: _____

Date: _____

Preston Troutman
Preston Troutman
VP, Business Development
7-12-2018

JPB



Tennessee Gas Pipeline
Company, L.L.C.
a Kinder Morgan company

NEGOTIATED RATE AGREEMENT

February 1, 2018

Antero Resources Corporation
1625 17th Street
Denver, Colorado 80202
Attention: Steve Woodward

RE: Firm Transportation Negotiated Rate Letter Agreement ("Negotiated Rate Agreement")
Tennessee FT-A Service Package No. 305043
Service Package includes Rate Schedule FT-A Service Agreement and Negotiated Rate Agreement
Open Season No. 911

Dear Steve:

Tennessee Gas Pipeline Company, L.L.C. ("Transporter") and Antero Resources Corporation ("Shipper") entered into a Precedent Agreement, dated March 21, 2014, as amended on September 16, 2014 and February 26, 2016 ("Precedent Agreement"). As part of the Precedent Agreement, Shipper elected the negotiated rate option as offered by Transporter. In response to the request of Shipper and pursuant to Section 5.6 of Rate Schedule FT-A of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), Transporter hereby agrees to adjust its Rate Schedule FT-A transportation rates for service provided under the above-referenced Service Package, as follows. Any terms that are not defined herein shall have the meaning as set forth in the Service Package or the Tariff.

1. For the period commencing on the Commencement Date, and extending for a term of fifteen (15) years, for gas from Shipper's Primary Receipt Point(s) or any secondary receipt point(s) within the Transportation Path when delivering to Shipper's Primary Delivery Point(s) or secondary delivery point(s) within the Transportation Path, the applicable Rate Schedule FT-A reservation and commodity rates for volumes up to Shipper's Transportation Quantity ("TQ") will be:
 - i. A fixed monthly Reservation Rate of \$16.8319 per Dth of TQ.
 - ii. A fixed volumetric Commodity Rate of \$0.0169 per Dth.

Volumes in excess of Shipper's Total TQ shall be charged a commodity rate equal to the greater of (i) \$0.0169 per Dth; and (ii) Transporter's maximum commodity rate per Dth for the applicable rate zones as set forth in Transporter's Tariff.

2. In addition to the fixed negotiated rates set forth above in Section 1(i) and (ii), Shipper shall pay (i) any and all surcharges specified in Transporter's Tariff, as such surcharges may be modified from time to time; and (ii) any new surcharges which may be added to Transporter's Tariff in the future pursuant to any FERC-approved surcharge or cost recovery mechanism of general applicability implemented in a generic proceeding or in a Transporter-specific proceeding. Shipper shall pay all surcharges and other recovery mechanism described in Section 2(i) and 2(ii) above without regard to whether any such surcharge(s) or recovery mechanisms is a reservation, commodity, or other surcharge or any other recovery mechanism for the recovery of direct or indirect costs.
3. In addition, Shipper will provide to Transporter natural gas according to the applicable general system Fuel and Loss Retention Percentage("F&LR") and Electric Power Cost Rates ("EPCR") under Rate Schedule FT-A as set forth in Transporter's Tariff. Provided, however, Shipper shall pay incremental F&LR and EPCR applicable to the Project to the extent such charges are imposed on the Project by the Federal Energy Regulatory Commission.
4. Shipper shall have a one-time right to extend the Primary Term and TQ for five (5) years (the "Extended Term") at the Negotiated Rate by providing twenty-four (24) months' prior written notice to Transporter. Subsequent extensions after the Extended Term shall be at the applicable maximum recourse rates(s) for service on the Appurtenant Project facilities and subject to the extension and right of first refusal provisions contained in Article V, Section 4.2 of Transporter's Tariff.
5. In accordance with Section 4.7 of Transporter's Rate Schedule FT-A, Shipper may elect from time to time to amend its Primary Receipt Point(s) from any current or future point located within Shipper's capacity path at the fixed negotiated reservation and commodity Rates specified above in Section 1(i) and 1(ii) respectively. Amendments outside of Shipper's capacity path will be subject to the mutual agreement of Transporter and Shipper. All amendments are subject to Shipper's TQ and available mainline, lateral and meter capacity. In no event shall Transporter be obligated to modify facilities, nor shall revenue to Transporter be reduced as a result of such amendments.
6. In the event of a temporary capacity release from Shipper to a replacement shipper, the negotiated commodity rate set forth in Section 1(ii) of this Agreement shall not automatically be passed through to the replacement shipper; instead the commodity rate to be paid by such replacement shipper shall be determined between Transporter and such replacement shipper. For a release under 18 C.F.R. § 284.8(h) to an asset manager for use under an asset management arrangement with Shipper, Transporter will pass through to such asset manager the negotiated commodity rate set forth in Section 1(ii) of this Agreement. Any replacement shipper or asset manager of Shipper's gas transportation agreement shall be subject to all of the terms and conditions of the gas transportation agreement, this Negotiated Rate Agreement and Transporter's Tariff.
7. This Negotiated Rate Agreement shall be filed with and is subject to approval by the Federal Energy Regulatory Commission. If any terms of this Negotiated Rate Agreement are in any way modified by order, rulemaking, regulation, or policy of the Federal Energy

Regulatory Commission, Transporter and Shipper shall negotiate in good faith to amend this Negotiated Rate Agreement to ensure that the original commercial intent of the parties is preserved. If the parties cannot achieve mutual agreement, the Parties will proceed under the Negotiated Rate Agreement as modified by such order, rulemaking, regulation, or policy of the FERC; provided, however, that Transporter shall be under no obligation to make any provision offered to Shipper generally available to all shippers on Transporter's system.

8. If, at any time during the period commencing on the Commencement Date and continuing for seven years, six months thereafter, (i) Transporter places into service new expansion facilities on the Broad Run Lateral pursuant to a certificate of public convenience and necessity issued by the Federal Energy Regulatory Commission ("Subsequent Expansion"), and (ii) Transporter, as part of that Subsequent Expansion, provides expansion firm transportation service ("Expansion Service") directly to any other shipper (not including Antero or its affiliates) ("Third Party Shipper"), at a firm reservation rate that is lower than Shipper's fixed monthly negotiated reservation rate ("Shipper's Negotiated Reservation Rate"), then, subject to the conditions below, Transporter shall offer to adjust Shipper's Negotiated Reservation Rate to equal such lower rate offered to a Third Party Shipper. Transporter shall only be obligated to adjust Shipper's Negotiated Reservation Rate if all of the following conditions are satisfied:
 - i. the Expansion Service provided to the Third Party Shipper must be for any new firm transportation service of natural gas from primary receipt points located on Transporter's Broad Run Lateral in Zone 3 to primary delivery points located in Transporter's Zone 1;
 - ii. the term of the Expansion Service must be greater than five (5) years; and
 - iii. the Expansion Service is not service between Transporter and a replacement shipper under a capacity release.

Transporter shall provide prompt written notice to Shipper whenever Transporter has entered into a binding Precedent Agreement or a Gas Transportation Agreement with a Third Party Shipper for Expansion Service which would trigger this Most Favored Nations Clause and shall offer such lower rate to Shipper. Shipper shall have five (5) business days in which to accept Transporter's offer of the lower Third Party Shipper's rate. If Shipper accepts Transporter's offer, then Transporter shall adjust Shipper's Negotiated Reservation Rate effective on the date that Transporter initiates Expansion Service to the Third Party Shipper.

Such rate adjustment shall be applicable only during Shipper's Primary Term and only for the term of such Expansion Service and only for that portion of Shipper's Transportation Quantity calculated pursuant to the following formula:

$$\frac{A*B}{C}$$

where:

A = The lesser of the Third Party Shipper's Transportation Quantity subject to the lower rate, or 790,000 Dth.

B = Shipper's Transportation Quantity under the referenced Service Package.

C = 790,000 Dth.

9. This Negotiated Rate Agreement will become binding upon the parties only after it is accepted and executed by Shipper's and Transporter's authorized representative on the below "Agreed to and Accepted" portion.

Sincerely,

Paul Smith
Business Development
Tennessee Gas Pipeline Company, L.L.C.

TENNESSEE GAS PIPELINE COMPANY,
L.L.C.

ANTERO RESOURCES CORPORATION

AGREED TO AND ACCEPTED

AGREED TO AND ACCEPTED

THIS 13TH DAY OF February, 2018.

THIS 1st DAY OF February, 2018.

By: [Signature]

Name: Ernesto A. Ochoa

Title: Vice President, Commercial

By: [Signature]

Name: Mark D Mauz

Title: Sr. Vice President Marketing

MARKED TARIFF SHEETS / RECORDS

GENERAL TERMS AND CONDITIONS (continued)

XXXIV. NON-CONFORMING AGREEMENTS
(continued)

41. Connecticut Natural Gas Corp, FT-A Gas Transportation Agreement dated May 8, 2017 – Connecticut Expansion Project SP331570
42. The Southern Connecticut Gas Co., FT-A Gas Transmission Agreement dated May 8, 2017 – Connecticut Expansion Project SP331571
43. Yankee Gas Service Co., FT-A Gas Transmission Agreement dated May 8, 2017 – Connecticut Expansion Project SP331574
44. Mitsui & Co. Cameron LNG Sales, Inc. FT-A Gas Transmission Agreement dated January 17, 2017 – Southwest Louisiana Supply Project SP326297
45. Lackawanna Energy Center, L.L.C., FT-A Gas Transportation Agreement dated November 30, 2016 – Triad Expansion Project SP338040
46. GDF Suez Mexico Comercializadora, S. de R.L. de C.V., FT-A Gas Transportation Agreement dated June 20, 2018, SP334279
47. MC Global Gas Corporation, FT-A Gas Transportation Agreement dated January 17, 2017 – Southwest Louisiana Supply Project SP326294
48. Antero Resources Corporation, FT-A Gas Transportation Agreement dated February 24, 2016 – Broad Run Expansion Project SP315617

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- 2.2 Gas Transportation Agreement – Crestwood Gas Marketing LLC SP39122
 - 2.2.1 Exhibit A
 - 2.2.2 Negotiated Rate Letter Agreement
- 2.3 Gas Transportation Agreements and Negotiated Rate Letters – NORTHEAST CONNEXION PROJECT
 - 2.3.1 Exhibit A – Amended Connecticut Natural Gas Corporation SP64027
 - 2.3.2 Exhibit A – Amended Connecticut Natural Gas Corporation SP64028
 - 2.3.3 Exhibit A – Amended The Berkshire Gas Company SP64029
 - 2.3.4 Exhibit A – Amended The Berkshire Gas Company SP64030
 - 2.3.5 Exhibit A – Amended Boston Gas Company SP64023
 - 2.3.6 Exhibit A – Amended Boston Gas Company SP64024
 - 2.3.7 Exhibit A – Amended The Narragansett Electric Company SP64025
 - 2.3.8 Exhibit A – Amended The Narragansett Electric Company SP64026
- 2.4 Alta Energy Marketing, LLC SP329796
 - 2.4.1 Exhibit A
 - 2.4.2 Negotiated Rate Letter Agreement
 - 2.4.3 Reserved for Future Use
- 2.5 Gas Transportation Agreement – Chief Oil & Gas, LLC SP307991
 - 2.5.1 Exhibit A
 - 2.5.2 Negotiated Rate Letter Agreement
- 2.6 Gas Transportation Agreement – Tug Hill Marcellus, LLC SP307988
 - 2.6.1 Exhibit A
 - 2.6.2 Negotiated Rate Letter Agreement
- 2.7 Gas Transportation Agreement – Enerplus Resources (USA) Corporation SP307996
 - 2.7.1 Exhibit A
 - 2.7.2 Negotiated Rate Letter Agreement
- 2.8 Gas Transportation Agreement – Enerplus Resources (USA) Corporation SP319104
 - 2.8.1 Exhibit A
 - 2.8.2 Negotiated Rate Letter Agreement
- 2.9 Gas Transportation Agreement – Enerplus Resources (USA) Corporation SP319105
 - 2.9.1 Exhibit A
 - 2.9.2 Negotiated Rate Letter Agreement
- 2.10 Reserved for Future Use
 - 2.10.1 Reserved for Future Use
 - 2.10.2 Reserved for Future Use
- 2.11 Reserved for Future Use
 - 2.11.1 Reserved for Future Use
 - 2.11.2 Reserved for Future Use
- 2.12 Gas Transportation Agreement – Centerpoint Entex SP45306
 - 2.12.1 Exhibit A
 - 2.12.2 Negotiated Rate Agreement

2.13 through 2.34 Reserved for Future Use

Section 3 Non-Conforming Agreements

- 3.1 Reserved for Future Use
 - 3.1.1 Reserved for Future Use
- 3.2 Reserved for Future Use
 - 3.2.1 Reserved for FutureUse
- 3.3 Gas Transportation Agreement – Southwestern Energy Services Company SP103269 - MPP Project
 - 3.3.1 Exhibit A
 - 3.3.2 Discounted Rate Agreement
- 3.4 Amended and Restated Gas Transportation Agreement – Chesapeake Energy Marketing, L.L.C. SP103034 - MPP Project
 - 3.4.1 Exhibit A - Revised
 - 3.4.2 Discounted Rate Agreement
 - 3.4.3 Assignment, Assumption, and Consent Agreement
 - 3.4.4 Letter to Amend Agmt – Revised Exhibit A
 - 3.4.5 Chesapeake Name Change-Certificate of Conversion
- 3.5 Gas Transportation Agreement – Total Gas & Power North America, Inc. SP106376 - MPP Project
 - 3.5.1 Exhibit A
 - 3.5.2 Discounted Rate Agreement
 - 3.5.3 Assignment, Assumption, and Consent Agreement
- 3.6 Gas Transportation Agreement – GDF Suez Mexico Comercializadora, S. de R.L. de C.V., SP334279
 - 3.6.1 Exhibit A
- 3.7 Gas Transportation Agreement – Cameron LNG L.L.C. SP307320
 - 3.7.1 Exhibit A

Section 4 Negotiated Rate Agreements and Non-Conforming Agreements

- 4.1 Gas Transportation Agreement – EQT Energy LLC SP77253
 - 4.1.1 Exhibit A
 - 4.1.2 Negotiated Rate Letter
 - 4.1.3 Credit Agreement
- 4.2 Reserved for Future Use
 - 4.2.1 Reserved for Future Use
 - 4.2.2 Reserved for Future Use
- 4.3 Gas Transportation Agreement – Exelon Generation Company LLC SP324055
 - 4.3.1 Exhibit A
 - 4.3.2 Negotiated Rate Agreement
 - 4.3.3 First Amendment to Negotiated Rate Agreement
- 4.4 Gas Transportation Agreement – Cabot Oil & Gas Corporation SP96245 – NSD Project
 - 4.4.1 Exhibit A
 - 4.4.2 Negotiated Rate Letter
- 4.5 Gas Transportation Agreement – Mitsui & Co. Energy Marketing & Services (USA) SP97127 – NSD Project
 - 4.5.1 Exhibit A - Amended
 - 4.5.2 Negotiated Rate Letter
- 4.6 Gas Transportation Agreement – Mex Gas Supply, S.L. SP321801

- 4.6.1 Exhibit A
 - 4.6.2 Negotiated Rate Agreement
- 4.7 Gas Transportation Agreement – Seneca Resources Corporation SP 97126 – NSD Project
 - 4.7.1 Exhibit A - Amended
 - 4.7.2 Negotiated Rate Agreement
 - 4.7.3 First Amendment to Negotiated Rate Agreement
- 4.8 Gas Transportation Agreement – Bay State Gas Company SP 98775 – Northampton Expansion Project
 - 4.8.1 Exhibit A
 - 4.8.2 Negotiated Rate Letter
- 4.9 Gas Transportation Agreement – The Berkshire Gas Company SP 98774 – Northampton Expansion Project
 - 4.9.1 Exhibit A
 - 4.9.2 Negotiated Rate Letter
- 4.10 Reserved for Future Use
 - 4.10.1 Reserved for Future Use
 - 4.10.2 Reserved for Future Use
- 4.11 Gas Transportation Agreement – Chesapeake Energy Marketing, L.L.C. SP101781 – Northeast Upgrade Project
 - 4.11.1 Exhibit A - Amended
 - 4.11.2 Negotiated Rate Letter
 - 4.11.3 Amendment No. 1 to Negotiated Rate Agreement
 - 4.11.4 Chesapeake Name Change-Certificate of Conversion
- 4.12 Gas Transportation Agreement – Statoil Natural Gas LLC SP101733 – Northeast Upgrade Project
 - 4.12.1 Exhibit A - Amended
 - 4.12.2 Negotiated Rate Letter
- 4.13 Gas Transportation Agreement – MEX Gas Supply, S.L. SP301591
 - 4.13.1 Exhibit A
 - 4.13.2 Negotiated Rate Letter
- 4.14 Gas Transportation Agreement – Cabot Oil & Gas Corp. SP93924
 - 4.14.1 Exhibit A
 - 4.14.2 Negotiated Rate Letter
- 4.15 Gas Transportation Agreement – Southwestern Energy Services Co. SP92985
 - 4.15.1 Exhibit A
 - 4.15.2 Negotiated Rate Letter
- 4.16 Gas Transportation Agreement – UGI Penn Natural Gas, Inc. SP301692 – Uniondale Expansion Project
 - 4.16.1 Exhibit A
 - 4.16.2 Negotiated Rate Letter
- 4.17 Gas Transportation Agreement – South Jersey Resources Group, LLC SP100754-Rose Lake Expansion Project
 - 4.17.1 Exhibit A
 - 4.17.2 Negotiated Rate Agreement
- 4.18 Gas Transportation Agreement – Statoil Natural Gas LLC SP100755 – Rose Lake Expansion Project
 - 4.18.1 Exhibit A
 - 4.18.2 Negotiated Rate Agreement
- 4.19 Gas Transportation Agreement – Seneca Resources Corporation SP315568 – Niagara Expansion Project
 - 4.19.1 Exhibit A
 - 4.19.2 Negotiated Rate Agreement

- 4.19.3 Gas Trans Agmt-Amendment No. 1
- 4.20 Gas Transportation Agreement – Seneca Resources Corporation SP315567 – Niagara Expansion Project
 - 4.20.1 Exhibit A
 - 4.20.2 Negotiated Rate Agreement
- 4.21 Gas Transportation Agreement – Antero Resources Corporation SP315616 – Broad Run Flexibility Project
 - 4.21.1 Exhibit A
 - 4.21.2 Negotiated Rate Agreement
 - 4.21.3 Letter Agreement to Amend Negotiated Rate Agreement
 - 4.21.4 Amendment to Gas Transportation Agreement and Negotiated Rate Agreement
- 4.22 Gas Transportation Agreement – Statoil Natural Gas LLC SP322938 Susquehanna West Project
 - 4.22.1 Exhibit A
 - 4.22.2 Negotiated Rate Letter
- 4.23 Gas Transportation Agreement – Lackawanna Energy Center, L.L.C. Triad Expansion Project SP338040
 - 4.23.1 Exhibit A
 - 4.23.2 Negotiated Rate Agreement
- 4.24 Gas Transportation Agreement – Connecticut Natural Gas Corp SP331570 – Connecticut Expansion Project
 - 4.24.1 Exhibit A
 - 4.24.2 Negotiated Rate Agreement
 - 4.24.3 Precedent Agreement
 - 4.24.4 Amendment to Gas Transportation Agreement
- 4.25 Gas Transportation Agreement – The Southern Connecticut Gas Co SP331571 – Connecticut Expansion Project
 - 4.25.1 Exhibit A
 - 4.25.2 Negotiated Rate Agreement
 - 4.25.3 Precedent Agreement
 - 4.25.4 Amendment to Gas Transportation Agreement
- 4.26 Gas Transportation Agreement – Yankee Gas Services Co SP331574 – Connecticut Expansion Project
 - 4.26.1 Exhibit A
 - 4.26.2 Negotiated Rate Agreement
 - 4.26.3 Precedent Agreement
- 4.27 Gas Transportation Agreement – Cabot Oil & Gas Corp SP337059 – Orion Project
 - 4.27.1 Exhibit A
 - 4.27.2 Negotiated Rate Agreement
- 4.28 Gas Transportation Agreement – South Jersey Gas Co SP337061 – Orion Project
 - 4.28.1 Exhibit A
 - 4.28.2 Negotiated Rate Agreement
- 4.29 Gas Transportation Agreement – South Jersey Resources Group LLC, SP337060 – Orion Project
 - 4.29.1 Exhibit A
 - 4.29.2 Negotiated Rate Agreement
- 4.30 Gas Transportation Agreement – Mitsui & Co. Cameron LNG Sales LLC SP326297 – Southwest Louisiana Supply Project
 - 4.30.1 Exhibit A
 - 4.30.2 Negotiated Rate Agreement
 - 4.30.3 Amendment No. 1 to Gas Transportation Agreement
- 4.31 Gas Transportation Agreement – MC Global Gas Corporation SP326294 – Southwest Louisiana Supply Project
 - 4.31.1 Exhibit A
 - 4.31.2 Negotiated Rate Agreement

4.32 Gas Transportation Agreement – Antero Resources Corporation SP315617 – Broad Run
Expansion Project
4.32.1 Exhibit A
4.32.2 Negotiated Rate Agreement

Section 5 Statement of Rates

5.1 Summary of Transportation Rates and Charges

Section 6 Gas Transportation Agreement

6.1 Gas Transportation Agreement Between Tennessee and Conoco Rate Schedule T-154

Section 7 Gas Compression Agreement

7.1 Compression Agreement Between Tennessee and Natural/United Sea Robin/Trunkline
Rate Schedule C-1

Section 8 Exchange Service Agreements

- 8.1 X-23 Tennessee and Algonquin Gas Transmission
- 8.2 X-48 Tennessee and Consolidated Gas Supply
- 8.3 X-65 Tennessee and Algonquin Gas Transmission - Cancelled

Tariff Submitter:	Tennessee Gas Pipeline Company, L.L.C.
FERC Tariff Program Name:	FERC NGA Gas Tariff
Tariff Title:	TGP Tariffs
Tariff Record Proposed Effective Date:	<u>August 15, 2018</u>
Tariff Record Title:	<u>0.0.0, 4.32 Gas Trans Agmt</u> <u>Antero Resources Corporation SP315617</u>
Option Code:	A

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the _____ day of _____, _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and ANTERO RESOURCES CORPORATION, a Delaware corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

WHEREAS, Transporter designed its Broad Run Expansion Project ("Project") to provide firm transportation service from the Transporter's Broad Run Lateral in Zone 3 of Transporter's system to delivery points located on Transporter's 100 and 500 line systems in Zone 1;

WHEREAS, Shipper and Transporter have entered into a Precedent Agreement dated March 21, 2014 (the "Precedent Agreement"), pursuant to which the Transporter agreed to file an application with the Federal Energy Regulatory Commission ("FERC") for the necessary authorizations to (i) provide certain firm natural gas transportation service and (ii) construct and operate the facilities necessary to provide such firm natural gas transportation service (the "Project Facilities").

~~NOW THEREFORE, Transporter and Shipper agree as follows:~~

ARTICLE I

DEFINITIONS

1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during the term hereof, as specified on Exhibit A attached hereto. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit A attached hereto.

1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

~~1.3 COMMENCEMENT DATE shall mean _____. [this blank may include a date certain, a _____ date either earlier or later than a specified date certain based on the completion of construction of all the _____ applicable facilities necessary to enable Transporter to provide service under the Agreement, or a _____ commencement date and any related conditions, including notice requirements, as provided for in a _____ precedent agreement or related agreement(s) between Transporter and Shipper]~~

ARTICLE II

TRANSPORTATION

~~Commencing upon~~ 2.1 Transportation Service - After receipt and acceptance by Transporter, in its sole determination of all FERC and other authorizations necessary to provide service hereunder and the satisfactory completion by Transporter, in Transporter's sole determination, of the Project Facilities, beginning on the Commencement Date, ~~(as defined in Section 2.2 below)~~, Transporter agrees to accept and receive daily on a firm basis ~~in accordance with Rate Schedule FT-A~~, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

2.2 COMMENCEMENT OF SERVICE – Upon completion of construction of the Project Facilities required to enable Transporter to render the transportation service described herein and after receipt and acceptance by Transporter of all FERC and other necessary authorizations, as further described in Section 2.1 above, Transporter will notify Shipper, in writing, of the date on which Transporter will be ready to commence transportation service under this Agreement (the "Commencement Date"). The Commencement Date shall be the later of: (i) June 1, 2018; and (ii) the date on which Transporter is able to render service to Shipper using all of the Project Facilities.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

FACILITIES

Transporter shall construct, install, own, and operate or otherwise acquire access to ~~all the facilities necessary facilities to render the service provided for in this Agreement.~~ for Transporter to receive and deliver the gas as contemplated herein for Shipper's account at the Point(s) of Receipt and Point(s) of Delivery.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff: Volume No. 1. To the extent that no new measurement

facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

6.1 TRANSPORTATION RATES - Commencing upon the Commencement Date, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates ~~and Charges~~ in Transporter's FERC Gas Tariff and in this Rate Schedule ~~FT-A. Transporter and Shipper may mutually agree from time to time to discounted rates or Negotiated Rates for service provided hereunder in accordance with the provisions of Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff.~~

Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, Extended Receipt and Delivery Service Volumes or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a 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 Rates 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, as 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 sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

- 6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.
- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A ~~or any successor rate schedule~~, (b) the rate schedule(s) pursuant to which service hereunder is rendered, ~~and/or~~ (c) any provision of the General Terms and Conditions ~~of Transporter's FERC Gas Tariff~~ applicable to those rate schedules ~~or this Agreement~~. Transporter agrees that Shipper may protest or contest the aforementioned filings, ~~and/or~~ may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles VII and VIII, respectively, of the General Terms and Conditions of ~~Transporter's~~ the FERC Gas Tariff.

ARTICLE VIII

~~RATE SCHEDULE AND~~ GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions ~~of Transporter's FERC Gas Tariff~~ incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place onby the Commencement Date, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - ~~(e)~~(b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- 12.1 This Agreement shall be effective as of the ~~date hereof. Service hereunder shall commence on the~~ Commencement Date, as defined in Article II, Section 2.2 hereof, and shall ~~continue in effect until [when applicable, replace: "until" with "for a term of"]~~ ("Primary Term"); ~~remain in force and effect~~, unless modified as per Exhibit "B". ~~Any rights to Shipper's extension of this Agreement after, until the expiration of fifteen (15) years following the Primary Term shall be set forth in Exhibit "A" hereto~~ Commencement Date ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if Exhibit "A" does not specify Shipper's extension rights under the Agreement, and the Primary Term is less than one year, then notice of termination may be provided via Transporter's Interactive Website; provided further, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's ~~FERC Gas Tariff~~ shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions ~~of Transporter's FERC Gas Tariff~~ applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.
1001 Louisiana Street, Suite 1000
Houston, Texas 77002
Attention: Director, Transportation Services

SHIPPER: Antero Resources Corporation
NOTICES: 1615 Wynkoop Street
Denver, Colorado 80202

Attention: Chief Financial Officer

BILLING: Antero Resources Corporation
1615 Wynkoop Street
Denver, Colorado 80202

Attention: VP – Gas Marketing

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article VI, Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV

MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's ~~FERC~~ Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through Transporter's Interactive Website and Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 15.4 Exhibits "A" and ~~when applicable, Exhibit~~ "B" attached hereto are incorporated herein by reference and made a part hereof for all purposes.

ARTICLE XVI CREDITWORTHINESS

Notwithstanding anything in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's Tariff to the contrary, and in lieu of the credit requirements set forth in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's Tariff, Shipper shall be required to comply with the following credit requirements:

- 16.1 In exchange for Transporter's execution of the Precedent Agreement, this Agreement, the Negotiated Rate Agreement, and any other related agreements, and as a condition precedent to Transporter's obligations pursuant to such agreements, Shipper shall satisfy the following credit assurance provisions as of the effective date of this Agreement, and shall have a continuing obligation to satisfy the credit assurance provisions of this Agreement throughout the term of this Agreement, the Negotiated Rate Agreement, and any other related agreements as may be in effect from time to time.
- 16.2 Shipper or its Guarantor shall be deemed creditworthy if:
- (1) Shipper's or Guarantor's (i) corporate credit rating is no lower than BBB- by Standard & Poor's Corporation ("S&P") and at least Baa3 by Moody's Investor Service ("Moody's") (the minimum credit ratings established herein shall be referred to collectively as the "Minimum Credit Rating Standards"); provided, however, that if (a) the Shipper's S&P corporate credit rating is BBB- or Shipper's Moody's corporate credit rating is Baa3, and (b) the Shipper's short-term or long-term credit outlook is negative, Transporter may require further analysis as discussed below; and
 - (2) In the event of a split rating from S&P and Moody's, the lower rating will be used; and
 - (3) Shipper must not otherwise have exceeded its agreed available line of credit with Transporter, as determined by Transporter in its reasonable discretion.
- 16.3 For the purpose of this Section 16.3, subject to Section 16.4 below, Shipper shall provide to Transporter credit assurance in the form of: (i) a guaranty, in a form acceptable to

Transporter, from a guarantor that meets the Minimum Credit Rating Standards set forth in Section 16.2; (ii) an irrevocable standby letter of credit, in a form acceptable to Transporter, from an institution acceptable to Transporter; or (iii) a cash security deposit.

The credit assurance to be provided to Transporter pursuant to this Section 16.3 shall continue in effect until (i) Shipper satisfies the Minimum Credit Rating Standards, (ii) the execution of a credit agreement to replace this provision, or (iii) the end of the Primary Term, and full payment of all outstanding balances and charges and resolution of any asserted claims with respect thereto has been made by Shipper; provided, however, that at no time shall a non-creditworthy shipper provide Transporter with less than the generally applicable credit assurances in Article XXVI, Section 4 of the GT&C of Transporter's Tariff.

16.4 Beginning on May 30, 2014, to the extent Shipper is required to provide to Transporter credit assurance pursuant to Section 4(C)(ii) above, and subject to Shipper having a corporate credit rating of at least BB- by S&P and Ba3 by Moody's, the amount of such credit assurance shall be equal to the product of the monthly reservation rate and the TQ under this Agreement, multiplied by the number of months set forth in the following table:

<u>Date</u>	<u>Credit Assurance Required</u>
<u>May 30, 2014</u>	<u>3 months</u>
<u>April 1, 2015</u>	<u>12 months</u>
<u>Eight Years After Commencement Date</u>	<u>9 months</u>

Beginning on May 30, 2014, if Shipper's corporate credit rating is B+ by S&P or B1 by Moody's, then the amount of the credit assurance required to be provided by Shipper to Transporter shall be equal to the product of the monthly reservation rate and the TQ under this Agreement, multiplied by the number of months set forth in the following table:

<u>Date</u>	<u>Credit Assurance Required</u>
<u>May 30, 2014</u>	<u>6 months</u>
<u>April 1, 2015</u>	<u>15 months</u>
<u>Eight Years After Commencement Date</u>	<u>12 months</u>

Beginning on May 30, 2014, if Shipper's corporate credit rating is single B or below by S&P or B2 or below by Moody's, then the amount of the credit assurance required to be provided by Shipper to Transporter shall be equal to the product of the monthly reservation rate and the TQ under this Agreement, multiplied by the number of months set forth in the following table:

<u>Date</u>	<u>Credit Assurance Required</u>
<u>May 30, 2014</u>	<u>9 months</u>
<u>April 1, 2015</u>	<u>18 months</u>
<u>Eight Years After Commencement Date</u>	<u>12 months</u>

16.5 If Shipper is not creditworthy and fails to demonstrate or furnish acceptable credit assurances as required by Section 16.3 within ten (10) business days of receipt of written notice of such failure from Transporter, then Transporter shall, in addition to any other remedy available under this Agreement, have the right to terminate this Agreement, the Precedent Agreement, the Negotiated Rate Agreement, and any other related agreements in accordance with the terms of Transporter's Tariff upon thirty (30) days written notice to Shipper.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

ANTERO RESOURCES CORPORATION

BY: _____
~~Agent and Attorney-in-Fact~~

TITLE: _____

DATE: _____

Service Package No: SP315617

Amendment No: 0

EXHIBIT A
AMENDMENT NO. 0
TO GAS TRANSPORTATION AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
ANTERO RESOURCES CORPORATION

Amendment Effective Date: August 15, 2018

Service Package: 315617

Service Package TQ: 200,000 Dth

<u>BEGINNING DATE</u>	<u>ENDING DATE</u>	<u>METER</u>	<u>METER NAME</u>	<u>INTERCONN ECT PARTY NAME</u>	<u>COUNTY</u>	<u>ST</u>	<u>ZONE</u>	<u>R/D</u>	<u>LEG</u>	<u>METER- TQ</u>
<u>08/15/2018</u>	<u>08/14/2033</u>	<u>400459</u>	<u>COL GAS/TGP BROAD RUN</u>	<u>COLUMBIA GAS</u>	<u>KANAWHA</u>	<u>WV</u>	<u>3</u>	<u>R</u>	<u>100</u>	<u>200,000</u>
<u>08/15/2018</u>	<u>08/14/2033</u>	<u>420999</u>	<u>500 LEG POOL</u>		<u>FORREST</u>	<u>MS</u>	<u>1</u>	<u>D</u>	<u>500</u>	<u>200,000</u>

Total Receipt TQ: 200,000 Dth

Total Delivery TQ: 200,000 Dth

Number of Receipt Points: 1

Number of Delivery Points: 1

Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of ~~Transporter's~~Tennessee's FERC Gas Tariff:

1. Extension Right

Shipper shall have a one-time right to extend the Primary Term and TQ for three (3) years (the "Extended Term") at the same fixed negotiated rate as was in effect during the Primary Term by providing twenty-four (24) months' prior written notice to Transporter. Subsequent extensions after the Extended Term shall be at the applicable maximum recourse rates(s) for service on the Project Facilities and subject to the extension and right of first refusal provisions contained in Article V, Section 4.2 of Transporter's Tariff.

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

EXHIBIT A
AMENDMENT NO. 0
TO GAS TRANSPORTATION AGREEMENT
DATED
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
ANTERO RESOURCES CORPORATION

Amendment Effective Date: August 15, 2018

Service Package: 315617

Service Package TQ: 200,000 Dth

<u>BEGINNING</u> <u>DATE</u>	<u>ENDING</u> <u>DATE</u>	<u>METER</u>	<u>METER NAME</u>	<u>INTERCONNECT</u> <u>PARTY NAME</u>	<u>COUNTY</u>	<u>ST</u>	<u>ZONE</u>	<u>R/D</u>	<u>LEG</u>	<u>METER-TQ</u>
<u>08/15/2018</u>	<u>08/14/2033</u>	<u>400459</u>	<u>COL GAS/TGP BROAD</u> <u>RUN</u>	<u>COLUMBIA GAS</u>	<u>KANAWHA</u>	<u>WV</u>	<u>3</u>	<u>R</u>	<u>100</u>	<u>200,000</u>
<u>08/15/2018</u>	<u>08/14/2033</u>	<u>420999</u>	<u>500 LEG POOL</u>		<u>FORREST</u>	<u>MS</u>	<u>1</u>	<u>D</u>	<u>500</u>	<u>200,000</u>

Total Receipt TQ: 200,000 Dth

Total Delivery TQ: 200,000 Dth

Number of Receipt Points: 1

Number of Delivery Points: 1

Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

1. Extension Right

Shipper shall have a one-time right to extend the Primary Term and TQ for three (3) years (the "Extended Term") at the same fixed negotiated rate as was in effect during the Primary Term by providing twenty-four (24) months' prior written notice to Transporter. Subsequent extensions after the Extended Term shall be at the applicable maximum recourse rates(s) for service on the Project Facilities and subject to the extension and right of first refusal provisions contained in Article V, Section 4.2 of Transporter's Tariff.

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date