



FAYETTEVILLE EXPRESS PIPELINE LLC

February 28, 2019

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

RE: Fayetteville Express Pipeline LLC
Docket No. RP19-_____
Housekeeping

Dear Ms. Bose:

Fayetteville Express Pipeline LLC (FEP) hereby electronically submits for filing with the Federal Energy Regulatory Commission (Commission) as part of its FERC NGA Gas Tariff, volume titled Filed Agreements and First Revised Volume No. 1 (Tariff), the revised tariff records listed on Appendix A to this letter, to be effective on March 31, 2019.

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this housekeeping filing made in accordance with the provisions of Section 154.204 of the Commission's Regulations, is to propose administrative housekeeping revisions to FEP's tariff. The changes proposed in this filing do not affect operations or a shipper's terms and conditions of service. In First Revised Volume No. 1, General Terms and Conditions Section 38, FEP proposes to clarify the location of negotiated rate agreements in the Tariff by including the title "Non-Conforming Agreements with Negotiated Rate" on this list, put the agreements in numerical contract number order, update the shipper name on one agreement and delete an expired agreement.

In the Filed Agreements tariff volume, FEP removes the records for Contract No. 200001 which was permanently released and Contract No. 200004 which has expired. Last, FEP adds a list of the currently effective agreements in this volume and specifically identifies the agreements with negotiated rates.

IMPLEMENTATION AND WAIVER REQUESTS

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, FEP requests that the proposed tariff records be accepted effective March 31, 2019 without further action from FEP.

CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. The proposed tariff records in RTF format with metadata attached are being submitted as part of an XML filing package containing the following:

- . 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

COMMUNICATIONS, PLEADINGS AND ORDERS

All correspondence and communications concerning this filing should be served on each of the following persons:

Michael T. Langston¹

Vice President
Chief Regulatory Officer
Fayetteville Express Pipeline LLC
1300 Main Street
Houston, TX 77002
(713) 989-7610
(713) 989-1205 (Fax)
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569 Brookwood Village – Suite 749
Birmingham, AL 35209
(205) 325-3843
brooks_henderson@KinderMorgan.com

Deborah A. Bradbury^{1 2}

Sr. Director – Regulatory Tariffs & Reporting
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In accordance with Section 154.208(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at FEP's office at 1300 Main Street, Houston, Texas 77002. In addition, copies of this filing are being electronically served on jurisdictional customers and interested state regulatory commissions. FEP has posted this filing on its Internet website accessible via <http://fepttransfer.energytransfer.com> under Informational Postings, Regulatory.

Pursuant to Section 385.2005(a) of the Commission's regulations, the undersigned has read this filing and knows its contents, that the contents are true to the best of her knowledge and belief, and possesses full power and authority to sign this filing.

Respectfully submitted,

Fayetteville Express Pipeline LLC

/s/ *Deborah A. Bradbury*

Deborah A. Bradbury
Sr. Director - Regulatory Tariffs & Reporting

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

FAYETTEVILLE EXPRESS PIPELINE LLC
FERC NGA Gas TariffTariff Records
Proposed to be effective March 31, 2019

<u>Version</u>	<u>Description</u>	<u>Title</u>
<u>Filed Agreements</u>		
1.0.0	Agreement	K200001 (Chesapeake Energy Marketing, Inc. – Perm Release)
1.0.0	1.	Reserved
1.0.0	2.	Reserved
1.0.0	3.	Reserved
1.0.0	4.	Reserved
1.0.0	5.	Reserved
1.0.0	Agreement	K200004 (Southwestern Energy Services Co. – Expired)
0.0.0	List of Filed Agreements	Currently Effective Agreements
<u>First Revised Volume No. 1</u>		
6.0.0	38.	Non-Conforming Agreements

38. NON-CONFORMING AGREEMENTS

The Commission has directed that the following Agreements be filed with the Commission because they contain provisions which do not conform to FEP's pro forma service agreements.

38.1 Non-Conforming Agreements with Negotiated Rates

- (a) Southwestern Energy Services Company, Transportation Rate Schedule FTS Agreement, Dated January 6, 2010 (Contract No. 2000000).
- (b) XTO Energy Inc., Transportation Rate Schedule FTS Agreement, Dated September 27, 2010 (Contract No. 2000002).
- (c) MMGJ Arkansas Upstream, LLC, Transportation Rate Schedule FTS Agreement Dated September 28, 2018 (Contract No. 200045).
- (d) Riverbend Oil & Gas VIII, L.L.C., Transportation Rate Schedule FTS Agreement, Dated November 1, 2018 (Contract No. 200078).

Fayetteville Express Pipeline LLC

FERC NGA Gas Tariff

Filed Agreements

Effective March 31, 2019

(Version 1.0.0, Agreement) **K 200001 (Chesapeake Energy Marketing, Inc. – Perm Release)**

Option Code “A”

Fayetteville Express Pipeline LLC

FERC NGA Gas Tariff

Filed Agreements

Effective March 31, 2019

(Version 1.0.0, 1.) **Reserved**

Option Code “A”

Fayetteville Express Pipeline LLC

FERC NGA Gas Tariff

Filed Agreements

Effective March 31, 2019

(Version 1.0.0, 2.) **Reserved**

Option Code “A”

Fayetteville Express Pipeline LLC

FERC NGA Gas Tariff

Filed Agreements

Effective March 31, 2019

(Version 1.0.0, 3.) **Reserved**

Option Code “A”

Fayetteville Express Pipeline LLC

FERC NGA Gas Tariff

Filed Agreements

Effective March 31, 2019

(Version 1.0.0, 4.) **Reserved**

Option Code “A”

Fayetteville Express Pipeline LLC

FERC NGA Gas Tariff

Filed Agreements

Effective March 31, 2019

(Version 1.0.0, 5.) **Reserved**

Option Code “A”

Fayetteville Express Pipeline LLC

FERC NGA Gas Tariff

Filed Agreements

Effective March 31, 2019

(Version 1.0.0, Agreement) **K 200004 (Southwestern Energy Services Co. - Expired)**

Option Code "A"

Fayetteville Express Pipeline LLC

FERC NGA Gas Tariff

Filed Agreements

Effective March 31, 2019

(Version 0.0.0, List of Filed Agreements) Currently Effective Agreements

List of Filed Agreements
Fayetteville Express Pipeline LLC

Non-Conforming Agreements with Negotiated Rates

Contract No. 200000	Southwestern Energy Services Company
Contract No. 200002	XTO Energy Inc.
Contract No. 200045	MMGJ Arkansas Upstream, LLC
Contract No. 200078	Riverbend Oil & Gas VIII, L.L.C.

MARKED VERSION

38. NON-CONFORMING AGREEMENTS

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38.1 Non-Conforming Agreements with Negotiated Rates

- (a) Southwestern Energy Services Company, Transportation Rate Schedule FTS Agreement, Dated January 6, 2010 (Contract No. 200000).
- (b) Cross Timbers Energy Services, Inc. XTO Energy Inc., Transportation Rate Schedule FTS Agreement, Dated September 27, 2010 (Contract No. 200002).
- (c) MMGJ Arkansas Upstream, LLC, Transportation Rate Schedule FTS Agreement Dated September 28, 2018 (Contract No. 200045).
- (d) Riverbend Oil & Gas VIII, L.L.C., Transportation Rate Schedule FTS Agreement, Dated November 1, 2018 (Contract No. 200078).

~~Southwestern Energy Services Company, Transportation Rate Schedule ITS Agreement Dated January 8, 2010 (Contract No. 200004).~~

~~MMGJ Arkansas Upstream, LLC, Transportation Rate Schedule FTS Agreement Dated September 28, 2018 (Contract No. 200045).~~

Fayetteville Express Pipeline LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~October 1, 2010~~ March 31, 2019

(~~Section 2,~~ Version ~~01.0.0~~ Agreement) K 200001 (Chesapeake Energy Marketing, Inc. – Perm Release)

Option Code “A”

**FAYETTEVILLE EXPRESS PIPELINE LLC ("FEP")
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. 200001-
DATED DECEMBER 29, 2009
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS**

1. ~~SHIPPER~~ is: Chesapeake Energy Marketing, Inc., an Oklahoma corporation. Shipper shall be a "Foundation Shipper" under the provisions of FEP's FERC Gas Tariff, as may be revised from time to time ("Tariff"), subject to the provisions of this Transportation Agreement.

2. ~~MDQ~~: 375,000 Dth per Day

3. ~~TERM~~: This Transportation Agreement shall become effective on: (a) the first day of the Primary Term, which shall commence on the first day of the calendar month following notice from FEP to Shipper that FEP is ready to provide firm service through all segments of the proposed mainline and associated facilities from Shipper's initial Primary Receipt Points as of the date of this Transportation Agreement (collectively, the "Arkansas Receipt Points") to the points of interconnection between FEP's pipeline system and the pipeline systems owned by Texas Gas Transmission ("TGT Interconnect"), ANR Pipeline Company ("ANR Interconnect"), and Trunkline Gas Company ("TGC Interconnect", and such interconnect collectively with the TGT Interconnect and the ANR Interconnect, the "Mississippi Interconnects") (such first day of the Primary Term, the "Effective Date"), or (b) with respect to Interim Period Service only, as that term is defined by this Transportation Agreement, the date on which FEP is ready to provide Interim Period Service pursuant to the provisions of this Transportation Agreement. The Primary Term shall continue for a period of ten (10) years after the Effective Date. The term of this Transportation Agreement may be extended following expiration of the Primary Term, in accordance with the provisions of Exhibit C to this Transportation Agreement and any applicable provisions of FEP's Tariff. The FEP mainline pipeline and associated facilities (including related mainline compression facilities located near Bald Knob in White County, Arkansas) from the Arkansas Receipt Points to the Mississippi Interconnects, together with the facilities at the point of interconnection between FEP's pipeline and the facilities of Natural Gas Pipeline Company of America, LLC ("NGPL Interconnect"), shall be referred to herein collectively as the "Pipeline."

4. ~~Service will be ON BEHALF OF:~~

~~XX Shipper~~

~~..... Other:, a~~

5. ~~SHIPPER'S ADDRESS~~ ~~_____~~ ~~FEP'S ADDRESS~~

Notices:

~~Chesapeake Energy Marketing, Inc. _____
Attn: Mr. Bill Winee _____
P.O. Box 18496 _____
Oklahoma City, OK 73154-0496 _____~~

~~Fayetteville Express Pipeline LLC
Attn: Contract Administration
711 Louisiana St., Suite 900
Houston, TX 77002~~

Payments:

~~Fayetteville Express Pipeline LLC (FIN 26-3485704)
Wachovia Bank, NA
Winston-Salem, NC
ABA: 053000219
Acct: 2000045258682~~

6. ~~OTHER PROVISIONS~~

(a) ~~Notifications~~. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Transportation Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the relevant address set forth in this Transportation Agreement, as may be revised from time to time.

(b) ~~Nonwaiver of Rights~~. No delay or failure to exercise any right or remedy accruing to either FEP 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 Transportation Agreement shall not create any rights in any third parties, and no provision of this Transportation Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than FEP 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 Transportation Agreement shall at all times be subject to all applicable provisions of FEP's 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 Transportation Agreement contains the entire agreement between FEP 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 Transportation Agreement shall be effective unless agreed upon in a written instrument executed by FEP and Shipper which expressly refers to this Transportation Agreement.

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

Agreed to by:

FAYETTEVILLE EXPRESS _____ **CHESAPEAKE ENERGY**
PIPELINE LLC ("FEP") _____ **SERVICES COMPANY ("SHIPPER")**

BY: _____ BY: _____
NAME: _____ NAME: _____
TITLE: _____ TITLE: _____

Fayetteville Express Pipeline LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~October 1, 2010~~ March 31, 2019

(~~Section 2.1, Version 01.0.0.1~~) ~~K 200001—Exh A (Chesapeake Energy Marketing, Inc.)~~ Reserved

Option Code “A”

~~EXHIBIT A~~
~~DATED JUNE 10, 2010~~
~~TO~~
~~FAYETTEVILLE EXPRESS PIPELINE LLC~~
~~RATE SCHEDULE FTS~~
~~TRANSPORTATION AGREEMENT NO. 200001~~
~~DATED DECEMBER 29, 2009~~

Company: ~~Chesapeake Energy Marketing, Inc.~~

Contract No.: ~~200001~~

Receipt Point(s):

PRIMARY RECEIPT POINT(S):

Name / Location	County Area	State	Point No.	MDQ (Dth)
Frontier/Prairie Creek	Conway	AR	78556	37,500
AMG/Center Ridge	White	AR	78557	37,500
Frontier/Twin Groves	Faulkner	AR	78558	75,000
AMG/Little Creek	White	AR	78526	225,000

~~Except as authorized by the provisions of FEP's Tariff governing segmentation, in no event shall Shipper's aggregate primary receipt point capacity exceed Shipper's corresponding Contract MDQ.~~

~~Shipper shall have the right to change any of its primary receipt points to other primary receipt points on the Pipeline, subject to capacity availability.~~

SECONDARY RECEIPT POINT(S):

~~Shipper shall have rights to secondary receipt points in accordance with the provisions of FEP's Tariff, at the rates and related terms set forth in Exhibit C to this Transportation Agreement.~~

Receipt Pressure

~~Gas to be delivered to FEP at the Receipt Point(s) shall be in accordance with Section 18.1 of FEP's General Terms and Conditions, but shall not be in excess of the Maximum Allowable Operating Pressure ("MAOP") stated for each Receipt Point in FEP's Catalog of Points; provided, however, that Shipper shall tender gas to FEP at the Arkansas Receipt Points at a minimum receipt point pressure of 1100 psig or the prevailing pressure of the Pipeline, not to exceed a maximum~~

~~receipt point pressure of 1167 psig; and provided further, however, that FEP shall at no time operate the Pipeline such that the receipt point pressure on the "Supply Leg" (which consists, collectively, of the Arkansas Receipt Points and the pipeline segment downstream (easterly) of the westernmost of the Arkansas Receipt Points and upstream (westerly) of the suction side of FEP's Bald Knob, Arkansas compressor station) exceeds 1167 psig.~~

~~Rates~~

~~The rates for service under the Transportation Agreement shall be as set forth in the Negotiated Rate Agreement attached as Exhibit C to this Transportation Agreement.~~

~~Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas Reimbursement Percentages (%)~~

~~Shipper will reimburse FEP for Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas in accordance with the Negotiated Rate Agreement attached as Exhibit C to this Transportation Agreement, consistent with the provisions of FEP's Tariff.~~

Fayetteville Express Pipeline LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~October 1, 2010~~ March 31, 2019

(~~Section 2.2~~, Version ~~01.0.0.2~~) ~~K 200001—Exh B (Chesapeake Energy Marketing, Inc.)~~ Reserved

Option Code “A”

EXHIBIT B
~~DATED DECEMBER 29, 2009~~
FAYETTEVILLE EXPRESS PIPELINE
RATE SCHEDULE FTS
~~TRANSPORTATION AGREEMENT NO. 200001~~
~~DATED DECEMBER 29, 2009~~

Company: ~~Chesapeake Energy Marketing, Inc.~~

Contract No.: ~~200001~~

Delivery Point(s):

~~1. PRIMARY DELIVERY POINT(S):~~

Name / Location	County Area	State	Point No.	MDQ (Dth)
Texas Gas/Lula	Coahoma	MS	78523	37,500
ANR/Quitman	Quitman	MS	78524	225,000
Trunkline/Panola	Panola	MS	78525	112,500

~~Except as authorized by the provisions of FEP's Tariff governing segmentation, in no event shall Shipper's aggregate primary delivery point capacity exceed Shipper's corresponding Contract MDQ.~~

~~Shipper shall have the right at any time after the Effective Date to change any of its primary delivery points to other primary delivery points on the Pipeline that are no further east than the TGC Interconnect, subject to capacity availability and the provisions of FEP's Tariff regarding the awarding of primary point capacity, including the awarding of capacity when there are competing requests for use of the same point.~~

~~2. SECONDARY DELIVERY POINT(S):~~

~~Shipper shall have rights to secondary delivery points in accordance with the provisions of FEP's Tariff, at the rates and related terms set forth in Exhibit C to this Transportation Agreement.~~

Delivery Pressure

~~Gas to be delivered by FEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be in accordance with Section 18.2 of FEP's General Terms and Conditions.~~

Fayetteville Express Pipeline LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~October 1, 2010~~ March 31, 2019

(~~Section 2.3, Version 10.0.0.3~~) ~~K 200001—Exh C Part 1 (Chesapeake Energy Marketing, Inc.)~~ Reserved

Option Code “A”

~~Contents:—Exhibit C—Article 1, Article 2, and Article 3~~

EXHIBIT C
TO
FAYETTEVILLE EXPRESS PIPELINE LLC
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. 200001
DATED DECEMBER 29, 2009

NEGOTIATED RATE AGREEMENT

This Negotiated Rate Agreement ("Agreement") between Fayetteville Express Pipeline LLC ("FEP") and Chesapeake Energy Marketing, Inc. ("Shipper"), incorporated as an exhibit to Rate Schedule FTS Transportation Agreement No. 200001 between FEP and Shipper dated December 29, 2009 ("Transportation Agreement"), sets forth the rates and charges for the natural gas transportation service to be provided by FEP to Shipper under the Transportation 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.** For service provided by FEP to Shipper under the Transportation Agreement, the Negotiated Rates set forth in this Agreement shall be effective from the commencement date of any "Interim Period Service", as that term is defined in Section 2.1 below and in FEP's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and shall remain in effect through the expiration of the Primary Term of the Transportation Agreement, and thereafter to the extent provided in Section 4.4 of this Agreement, unless otherwise agreed by FEP and Shipper.~~

~~1.2 **Primary Term Reservation and Commodity Rates: Initial Rate.** For service provided by FEP to Shipper from the Eligible Receipt Points to the Eligible Delivery Points set forth in this Article 1 during the Primary Term of the Transportation Agreement, Shipper shall pay FEP the following Fixed Negotiated Monthly Base Reservation Rate and Fixed Negotiated Base Commodity Rate:~~

~~(a) **Fixed Negotiated Monthly Base Reservation Rate:** \$7.4527/Dth of Shipper's Transportation Agreement Contract MDQ (equal to \$0.245/Dth per day on a 100% load factor basis).~~

~~(b) **Fixed Negotiated Base Commodity Rate:** \$0.00/Dth.~~

~~(c) **Initial Rate:** The Fixed Negotiated Monthly Base Reservation Rate, Fixed~~

Negotiated Base Commodity Rate, and the other rates and charges set forth below in Sections 3.1, 3.2, 3.3, and 3.4 may at times be referred to collectively in this Agreement as Shipper's "Initial Rate".

The Fixed Negotiated Monthly Base Reservation Rate and Fixed Negotiated Base Commodity Rate shall remain fixed for the Primary Term of the Transportation Agreement, regardless of any otherwise applicable maximum or minimum rate set forth in FEP's Tariff.

~~13—**Eligible Primary Receipt Points.** The Negotiated Rates shall apply to service provided to Shipper from the initial Primary Receipt Points set forth in Exhibit A to the Transportation Agreement. The Negotiated Rates shall also apply to service provided from any other Primary Receipt Point under the Transportation Agreement, as amended from time to time, which is located in the path defined by Shipper's initial Primary Receipt Points and Primary Delivery Points set forth in the Transportation Agreement (collectively, the "Additional Eligible Receipt Points").~~

~~14—**Eligible Secondary Receipt Points.** The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis from all receipt points on the Pipeline.~~

~~15—**Eligible Primary Delivery Points.** The Negotiated Rates shall apply to service provided to Shipper to the initial Primary Delivery Points set forth in Exhibit B to the Transportation Agreement. The Negotiated Rates shall also apply to service provided to any other Primary Delivery Point under the Transportation Agreement, as amended from time to time, which is: (i) located in the path defined by Shipper's initial Primary Receipt Points and Primary Delivery Points set forth in the Transportation Agreement, and (ii) not located east of the TGC Interconnect (collectively, the "Additional Eligible Delivery Points").~~

~~16—**Eligible Secondary Delivery Points.** The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis to all delivery points on the Pipeline.~~

~~17—**Segmentation.** Shipper shall have segmentation rights on the Pipeline in accordance with FEP's Tariff. The Negotiated Rates shall apply to all firm transportation service provided to Shipper in accordance with Shipper's capacity segmentation rights, to the extent that there is no overlap of firm capacity paths because of such segmentation. Segmentation solely at the point level shall not constitute an overlap of Shipper's capacity paths. Shipper shall pay no additional reservation or commodity charges for use of such capacity segmentation rights.~~

ARTICLE 2

INTERIM PERIOD SERVICE

~~2.1—**Interim Period Service Defined.** Interim Period Service shall mean firm service provided by FEP during any interim period in which FEP (i) has placed into service firm capacity from the Arkansas Receipt Points to the NGPL Interconnect, but (ii) has not yet placed into service firm capacity from the NGPL Interconnect to the Mississippi Interconnects.~~

~~2.2 **Interim Period Service Availability.** For any period during which Interim Period Service is available, Shipper shall have the right, but not the obligation, to receive firm service under the Transportation Agreement on an interim basis, in accordance with FEP's Tariff and this Agreement, provided that Shipper tenders gas to FEP at Shipper's receipt points under the Transportation Agreement at sufficient pressure to allow FEP to deliver the gas received from Shipper to the NGPL Interconnect, and to any other delivery points which may be available to Shipper during Interim Period Service. FEP shall endeavor to provide Shipper with notice of the initiation of, or changes in the quantity of, Interim Period Service as far in advance of such initiation or change as practicable. FEP shall provide Shipper with ten (10) business days prior written notice of the availability of any Interim Period Service for each month during which such Interim Period Service is available. Shipper shall then have five (5) business days prior to the beginning of the relevant month to notify FEP in writing of the quantity of Contract MDQ, if any, and the specific transportation path, to which Shipper desires the Interim Period Service to apply during such month. If insufficient capacity exists during any month to satisfy all Interim Period Service shippers' requests for capacity for such month, then FEP shall prorate the amount of capacity available to each shipper for such month based on each shipper's relevant contract MDQ and notify Shipper in writing of the amount of Shipper's Interim Period Service no later than three (3) business days prior to the first day of the applicable calendar month.~~

~~2.3 **Interim Period Service Reservation and Commodity Rates.** For any Interim Period Service which may be provided by FEP to Shipper under the Transportation Agreement, Shipper shall pay FEP the following negotiated base reservation and commodity rates:~~

~~(a) **Fixed Negotiated Monthly Base Reservation Rates.**~~

~~(i) **Service to NGPL Interconnect.** For any Interim Period Service provided to Shipper to the NGPL Interconnect, Shipper shall pay FEP a Fixed Negotiated Monthly Base Reservation Rate of \$3.0417/Dth of Contract MDQ (equal to \$0.10/Dth per day on a 100% load factor basis), applied to the portion of the Contract MDQ awarded in any month to Shipper for service to the NGPL Interconnect.~~

~~(ii) **Service to Other Delivery Points.** For any Interim Period Service provided to Shipper to any delivery point other than the NGPL Interconnect, Shipper shall pay FEP a Fixed Negotiated Monthly Base Reservation Rate of \$7.4527/Dth of Contract MDQ (equal to \$0.245/Dth per day on a 100% load factor basis), applied to the portion of the Contract MDQ awarded in any month to Shipper for Interim Period Service to all delivery points other than the NGPL Interconnect.~~

~~(b) **Fixed Negotiated Base Commodity Rate.** For any Interim Period Service provided to Shipper to any delivery point, Shipper shall pay FEP a Fixed Negotiated Base Commodity Rate of \$0.00 per Dth.~~

ARTICLE 3

ADDITIONAL RATES AND CHARGES

~~3.1 **AOS Rates**. Unless otherwise agreed by Shipper and FEP, Shipper shall pay FEP the applicable rate for Authorized Overrun Service ("AOS"), as set forth in FEP's Tariff; provided, however, that during the Primary Term of the Transportation Agreement, Shipper shall pay FEP an AOS rate of \$0.15/Dth for all AOS provided on the Pipeline, up to a maximum quantity of 50,000 Dth/d ("AOS Quantity").~~

~~3.2 **Surcharges; Imbalance and Penalty Charges**. The rates to be charged for service under the Transportation Agreement to which the Negotiated Rates apply shall include, in addition to the other rates and charges set forth in this Agreement, the ACA surcharge, and only such other surcharges which: (i) the FERC may from time to time permit interstate pipelines to charge, as a matter of general policy, in addition to, and without duplication of any portion of FEP's Tariff base reservation rates; and (ii) have been filed with and approved by the FERC as a standard tariff charge by a majority of Class 1 interstate natural gas pipelines at the time at which FEP files for and receives the approval of the FERC to impose such charge; provided, however, that FEP shall discount any such other surcharges to the maximum extent permitted under FEP's Tariff, which shall permit FEP to discount such other surcharges to the maximum extent permitted by FERC policy, and FEP shall not recover from Shipper any such charges which it has discounted to other shippers. Shipper shall also pay all applicable imbalance and penalty charges under FEP's Tariff.~~

~~3.3 **Fuel Charge**.~~

~~(a) Shipper shall reimburse FEP for Fuel Gas and Lost and Unaccounted For Gas ("L&U", and collectively, the "Fuel Charge") in accordance with the Fuel Charges set forth in FEP's Tariff from time to time, and the fuel tracking mechanism set forth in FEP's Tariff; provided, however, that beginning with the fourth month of the Primary Term of the Transportation Agreement and continuing through the end of the Primary Term, including any extensions thereof, Shipper's Fuel Charge, including any component of such charge authorized by FEP's Tariff for the Current Component (as defined in the Tariff) or the Deferred Component (as defined in the Tariff) in a prior period, applicable to Shipper's Contract MDQ, shall be capped at 0.71% and shall not exceed that percentage ("Fuel Cap"); provided further, however, that, except as set forth below, in no event shall Shipper in any twelve month period pay more than the actual Fuel Charge, as adjusted pursuant to FEP's Tariff for the Current Component or the Deferred Component in a prior period; and provided further that, so long as FEP has fully credited Shipper with over recoveries for Fuel Gas and L&U provided by Shipper, nothing in this Section 3.3(a) shall be construed to preclude FEP from charging to a deferral account for future recovery any amount by which the Fuel Charge is above the Fuel Cap (the "Under Recovered Amounts") and recovering same from Shipper by adjusting the Fuel Charge for any subsequent calendar month, subject to the Fuel Cap. Any over recoveries from Shipper shall be credited to Shipper's Fuel Charge during a period not to exceed twelve (12) months. The Under Recovered Amounts shall be recovered from Shipper during subsequent periods when the Fuel Charge is~~

projected to be below the Fuel Cap. In such situations, FEP will charge Shipper a percentage equal to the Fuel Cap until the deferral account is reduced to zero.

~~(b) Notwithstanding the provisions of Section 3.3(a), the Fuel Charge applicable to the first three months of the Primary Term of the Transportation Agreement shall be capped at 1.00%. The Fuel Cap shall not apply to: (i) Interim Period Service, as defined in Section 2.1 hereof; (ii) any Booster Compression Fuel pursuant to Section 3.4 below; (iii) any agreement for service on the Pipeline between FEP and Shipper other than the Transportation Agreement; (iv) any capacity acquired pursuant to Section 4.6 below; (v) any capacity that Shipper may acquire under the capacity release provisions of FEP's Tariff; or (vi) any Authorized Overrun Service, provided that the Fuel Cap shall apply to the AOS Quantity if the total capacity of FEP's pipeline system is not greater than 2,000,000 Dth per day. With regard to firm or interruptible transportation from the Arkansas Receipt Points to the NGPL Interconnect, and only so long as there is sufficient pressure in the Pipeline to allow FEP to make deliveries to the NGPL Interconnect without the use of compression, Shipper will not be assessed a charge for Fuel Gas, but will be assessed the L&U charge in accordance with FEP's Tariff. Should FEP at its sole option ever add compression facilities to enable the transportation of gas from the Arkansas Receipt Points to the NGPL Interconnect, Shipper shall be required to pay the Fuel Charge associated with same pursuant to FEP's Tariff, as limited by the Fuel Cap. In no event shall Shipper's Fuel Charge include any Fuel Gas or L&U which FEP has been unable to recover from other shippers.~~

~~3.4 **Booster Compression** If: (i) a new receipt or delivery point is established on FEP's pipeline system, other than the Arkansas Receipt Points, the NGPL Interconnect, and the Mississippi Interconnects, that requires the installation of booster compression to effect receipts or deliveries at such point; (ii) FEP owns and operates such booster compression; and (iii) FEP remains in compliance with the receipt point pressures set forth in Exhibit A to the Transportation Agreement, then Shipper's ability to utilize such point for receipts and deliveries shall be subject to any booster service fees approved by the FERC, and the provision by Shipper of Booster Compression Fuel associated with such booster compression as set forth in FEP's Tariff.~~

~~3.5 **IT and Penalty Revenue Crediting** To the extent that Shipper remains a Foundation Shipper under the provisions of FEP's Tariff, Shipper shall be entitled to participate in an interruptible transportation service ("IT") revenue crediting mechanism (exclusive of AOS and any interruptible service revenues other than FEP's Rate Schedule ITS revenues) under which Foundation Shippers receive a portion of FEP's net IT revenue. Under such crediting mechanism, at the beginning of each month, if the amount of firm capacity subscribed for such month: (i) is equal to or greater than eighty percent (80%) of FEP's existing system capacity available for sale for such month, then Shipper and all other Foundation Shippers shall receive in aggregate their pro rata share, based on their respective Contract MDQs, of fifty percent (50%) of the IT revenue, net of variable costs incurred in providing such service (including without limitation the applicable minimum commodity rate and Fuel Charges), collected by FEP for such month ("Net IT Revenue"); or (ii) is less than 80% of FEP's existing system capacity available for sale for such month, then Shipper and all other Foundation Shippers shall receive in aggregate their pro rata share, based on their respective Contract MDQs, of ten percent (10%) of~~

— the Net IT Revenue collected by FEP for such month. Each Foundation Shipper shall receive a share of the IT revenue for any month which is prorated based on each Foundation Shipper's effective Contract MDQ during such month. Foundation Shipper shall also be entitled to receive, in accordance with the provisions of FEP's Tariff, a credit for its pro rata share, based on the Contract MDQ of all shippers during the relevant period, of any penalty revenues collected by FEP which negotiated rate shippers are permitted to receive under then applicable FERC policy and the provisions of FEP's Tariff. FEP shall at no time initiate a change to FEP's Tariff which would materially adversely affect the rights of Shipper under this Section 3.5 in the reasonable exercise of Shipper's judgment.

— **3.6 Favored Nations Rights.** If at any time prior to or during the Primary Term of the Transportation Agreement and any extensions thereof, FEP contracts at a negotiated, discounted, or recourse rate (so long as such rate is not stated as the "maximum recourse rate" of FEP, which rate may change from time to time as FEP revises its maximum recourse rate) with any firm shipper for capacity which originates at any point located on the Supply Leg, as that term is defined in Exhibit A to the Transportation Agreement (including the NGPL Interconnect and any Additional Eligible Receipt or Delivery Point on the Supply Leg), and extends to any of the Mississippi Interconnects, or any point downstream of a Mississippi Interconnect, and has a primary term which is equal to or greater than twelve (12) consecutive months (a "Third Party Contract"), then to the extent such rate ("Lower Rate") is lower than the corresponding Initial Rate in effect with Shipper under the Transportation Agreement for a Similar Path (as defined below) and time period, FEP shall offer to reduce Shipper's Initial Rate under the Transportation Agreement to a rate equal to the Lower Rate (Shipper's "Favored Nations Rate") by written notice to Shipper within ten (10) days of any such contract, and Shipper shall inform FEP whether it wishes to exercise such right within ten (10) days of its receipt of such notice from FEP; provided, however, that if the 10-day period for Shipper to exercise this right with respect to a specific Favored Nations Rate has lapsed, any subsequent assignment or release by Shipper to a CHK Entity, as defined in Section 4.7 below, shall not trigger a new right for such CHK Entity to exercise such right. For purposes of rate comparisons under this Section 3.6 where FEP contracts for capacity with a shipper for multiple terms of less than twelve (12) months in any period of twenty-four (24) consecutive months, those transactions will be deemed to be a single contract with a primary term which is equal to or greater than twelve (12) consecutive months. The Favored Nations Rate hereunder shall be effective for the same term, the Similar Path, and the Contract MDQ as to which the Lower Rate is applicable, after which term the Initial Rate shall become effective for the remainder of the Primary Term or the extended term, if Shipper elects to receive service under the Transportation Agreement at such rate, and shall be subject to the rate protections afforded to Shipper contained in this Section 3.6; provided, however, that if the Lower Rate applies to a term that extends beyond the Primary Term, Shipper must amend the Transportation Agreement to extend a portion of the Contract MDQ equal to the contract MDQ associated with the Lower Rate (the "Lower Rate MDQ") for a term that matches the term associated with the Lower Rate (the "Lower Rate Term"); provided, however, that in the event the Lower Rate MDQ exceeds the Contract MDQ, Shipper shall be eligible to elect the Favored Nations Rate by extending all of the Contract MDQ at the Favored Nations Rate for the Lower Rate Term. In such event, Shipper shall be neither required, nor entitled, to increase the Contract MDQ to the Lower Rate MDQ. FEP shall not be required to offer any Lower Rate to Shipper which (i) applies to any contract with Shipper; or (ii) results from the temporary or permanent

~~—assignment or release of firm capacity by Shipper or any other shipper under FEP's Tariff. For purposes of determining whether the rate offered to any firm shipper is a Lower Rate, FEP shall compare on a 100% load factor basis the base reservation and commodity rates and surcharges which are applicable to such firm shipper with the same rate components charged in connection with Shipper's Initial Rate; provided, however, that if such rate is for capacity which results from an expansion of the Pipeline, then the determination of whether such rate is a Lower Rate shall also include a comparison of the Fuel Charges paid by such firm shipper with the Fuel Charges which would apply to Shipper for the relevant capacity based on natural gas commodity prices as of the date on which FEP contracts with such firm shipper. For purposes of this Section 3.6, a Similar Path shall mean a transportation path where gas is received on the Supply Leg and is delivered at or downstream of any of the Mississippi Interconnects, including any point on a future extension of the Pipeline.~~

~~3.7(a) **Additional Rates and Charges**. For any service provided under the Transportation Agreement to which the Negotiated Rates set forth in this Agreement do not apply, Shipper shall pay FEP all applicable maximum rates, charges, surcharges, and penalties of any nature set forth in FEP's Tariff, as may be revised from time to time, including without limitation all applicable maximum: (i) reservation and commodity rates, charges, and surcharges; (ii) Fuel Gas, Booster Compression Fuel, and Lost and Unaccounted For Gas charges; and (iii) authorized and unauthorized overrun charges.~~

Fayetteville Express Pipeline LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~October 1, 2010~~ March 31, 2019

(~~Section 2.4, Version 01.0.0.4~~) ~~K 200001—Exh C Part 2 (Chesapeake Energy Marketing, Inc.)~~ Reserved

Option Code “A”

~~Contents:—Exhibit C—Article 4~~

ARTICLE 4

MISCELLANEOUS PROVISIONS

~~4.1 **Applicable Maximum and Minimum Tariff Rates.** Unless otherwise expressly provided in this Agreement, the Negotiated Rates shall apply to service provided by FEP to Shipper for the term of the Transportation Agreement, notwithstanding any otherwise applicable maximum or minimum rates set forth in FEP's Tariff, as may be revised from time to time.~~

~~4.2 **Refunds.** In no event shall FEP 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 FEP's Tariff.~~

~~4.3 **Conformance to Law.** Shipper and FEP understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under FEP's Tariff and the regulations and policies of the FERC, including without limitation any requirements for FEP to file for and receive FERC approval of the Negotiated Rates.~~

~~4.4 **Rollover and ROFR Rights.** Shipper shall have the unilateral right to extend the initial and any subsequent term of the Transportation Agreement beyond the Primary Term for all or any portion of the existing Contract MDQ: (i) at Shipper's Initial Rate or at negotiated rates equal to all applicable then-existing maximum recourse rates, or at a negotiated rate equal to any applicable Favored Nations Rate pursuant to Section 3.6 above which is in effect at the end of the Primary Term or any subsequent extended term subject to the limitations contained in Section 3.6 above, for a minimum term of five (5) years; or (ii) at Shipper's Initial Rate, for a term of one (1) year (collectively, the "Rollover Right"); provided, however, that any applicable Favored Nations Rate shall only apply to the same portion of the Contract MDQ during such extended term as to which it applied at the end of the Primary Term or any subsequent extended term. Shipper may exercise the Rollover Right by the provision of twelve months' prior written notice to FEP prior to the end of the Primary Term or any subsequent extended term. Shipper may also exercise its Rollover Right with regard to capacity for which Shipper has previously exercised its Rollover Right or its contractual right of first refusal. Shipper shall also have a contractual right of first refusal to retain capacity under the Transportation Agreement upon expiration of the Primary Term and any subsequent term which is equal to or greater than one (1) year, in the event that Shipper elects not to exercise any applicable Rollover Right with respect to such capacity which shall be exercisable in accordance with the procedures set forth in the Tariff. Shipper's exercise of any of its term extension rights under this Section 4.4 shall not affect in any manner Shipper's right at any later date to exercise any other term extension right hereunder. Shipper may exercise any of its term extension rights under this Section 4.4 an unlimited number of times.~~

~~4.5 Creditworthiness. Shipper at all times must maintain such creditworthiness (or provide credit support) as is required under this Section 4.5.~~

~~(a) Shipper will be deemed creditworthy if: (i) its long-term unsecured debt securities are rated at least BBB by Standard & Poor's Corporation ("S&P") and at least Baa3 by Moody's Investor Service ("Moody's"), without being qualified by or subject to a ratings-action indicating a negative short-term or long-term outlook; and (ii) the sum of reservation charges, commodity charges and any other associated fees and charges for thirty-six months is less than 20% of Shipper's tangible net worth. The term "tangible net worth" shall mean for a corporation the sum of the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts less goodwill, patents, unamortized loan costs or restructuring costs, and other intangible assets. Only actual tangible assets are included in FEP's assessment of creditworthiness. In comparing the overall value of Shipper's contract to tangible net worth for credit evaluation purposes, FEP will compare the net present value of the demand- or reservation charge obligations under such contracts to Shipper's current tangible net worth. If Shipper has multiple service agreements with FEP, then the total potential fees and charges of all such service agreements shall be considered in determining creditworthiness.~~

~~(b) Shipper has provided to FEP an irrevocable guaranty of performance and payment from Chesapeake Energy Corporation ("CHK") of Shipper's obligations under the Transportation Agreement ("Guaranty"), which provides that: (i) CHK's obligations under the Guaranty are conditioned on Shipper not satisfying, from time to time, the criteria described in Section 4.5(a) above; and (ii) CHK shall guarantee the performance by Shipper of its obligations under the Transportation Agreement, subject to a cap equal to the lesser of (x) (i) in the case of the Primary Term, the product of thirty (30) months of Shipper's reservation charges resulting from the Contract MDQ plus the maximum daily quantity under any applicable firm-transportation service agreements executed by Shipper pursuant to Section 4.6 below at Shipper's Initial Rate and the rates stated in Section 3.6 of this Agreement, as applicable, or (ii) in the case of any extended term, the product of thirty (30) months of the reservation charges resulting from the then-applicable maximum daily quantity under the Transportation Agreement and any agreement executed pursuant to Section 4.6 below at the applicable rates in effect at such time and (y) the total reservation charges under the Transportation Agreement and under any applicable firm-transportation service agreements executed pursuant to Section 4.6 below for the remainder of the Primary Term or any extended term, as the case may be. In the event that CHK's credit rating by S&P or Moody's decreases two or more levels from the respective rating levels which applied to CHK as of September 30, 2008, at any time during the term of the Transportation Agreement, then within five (5) business days of such ratings decrease, Shipper shall be required to provide FEP with, and at all times maintain in effect, credit support reasonably satisfactory to FEP in an amount equal to one month of reservation fees and commodity fees for all of Shipper's obligations under the Transportation Agreement, and within twenty (20) days thereafter, Shipper shall provide an amount equal to the lesser of thirty (30) months or the number of months remaining in the term of the Transportation Agreement, as such term may be extended from time to time, of such charges. The obligation to maintain such credit support shall extend until such time as CHK's credit rating by S&P or Moody's is no worse than one level below the respective rating levels that apply to CHK as of September 30, 2008.~~

~~(c) Notwithstanding anything to the contrary herein or in FEP's Tariff, the creditworthiness or credit support requirements set forth in this Section 4.5 shall fully satisfy any and all of FEP's creditworthiness standards under the Transportation Agreement, and shall apply to any permitted assignment (in whole or in part) of, and to any permitted permanent release of capacity under, as applicable, the Transportation Agreement, except that there shall be no requirement that CHK guaranty, or otherwise provide support of, any assignment or permanent release to an entity which is not affiliated with Shipper or CHK.~~

~~4.6 **Available In-Service Capacity.** Through September 30, 2013, Shipper shall have the right to acquire any available unsubscribed firm capacity on FEP's pipeline system, including any unsubscribed capacity resulting from any expansion of the Pipeline, after such expansion is placed in service, for a minimum contract term commencing on the Effective Date for capacity requested prior to the Effective Date, and on the first day of the calendar month following the date of Shipper's request, for capacity requested subsequent to the Effective Date, equal to the then remaining Primary Term of the Transportation Agreement, at a negotiated monthly reservation rate of \$7.4527/Dth and a negotiated commodity rate of \$0.00/Dth and solely those rates and charges set forth in Sections 3.1, 3.2, and 3.4 above, and Fuel Gas and Lost and Unaccounted For Gas in accordance with FEP's Tariff. In order to obtain such capacity, Shipper must submit a binding request in writing for such additional capacity under this Section 4.6 as may be posted as available by FEP from time to time on its FERC interactive website, in accordance with the provisions of FEP's Tariff. FEP shall accept any such request, subject only to additional capacity availability and FEP not having received a competing request for any capacity requested by Shipper which is still pending at the time of receipt of Shipper's request (a "Pending Request") with an equal or higher value, as computed pursuant to FEP's Tariff. If the Pending Request has an equal value, the capacity shall be awarded pursuant to the terms of FEP's Tariff. In the event that Shipper and additional Foundation Shippers submit requests for capacity with an equal value for which there are not any Pending Requests which under FEP's Tariff are to be considered by FEP at the same time, then FEP shall allocate the affected capacity on a prorated basis in accordance with such requests. FEP shall treat any such request as a prearranged bid for capacity under the provisions of FEP's Tariff, as in effect from time to time, if FEP's Tariff requires FEP to conduct an open season before such capacity may be awarded to Shipper. In the event Shipper acquires additional capacity pursuant to this Section 4.6, FEP and Shipper will execute a new firm transportation service agreement reflecting the terms and conditions contained in this Section 4.6, which shall reflect the rights set forth in Sections 3.5, 3.6, 4.4, 4.5, and 4.7 of this Agreement. If an expansion of the Pipeline is constructed in conjunction with any extension of the Pipeline, the rights set forth in this Section 4.6 shall apply only to that capacity of such expansion which is in excess of the capacity of such extension of the Pipeline.~~

~~**4.7 Succession and Assignment.**~~

~~(a) (i) At all times prior to the Effective Date, Shipper may wholly assign the Transportation Agreement to any affiliated third party, provided that such assignment shall be conditioned on the assignee's creditworthiness or provision of credit support by CHK in accordance with the provisions of Section 4.5 above. Following the Effective Date, the~~

~~— Transportation Agreement may only be assigned in accordance with the express provisions of FEP's Tariff or in accordance with the permanent capacity release provisions of FEP's Tariff. No assignment of the Transportation Agreement, nor any permanent or temporary release of capacity under the Transportation Agreement, will transfer any rights which apply only to "Foundation Shippers" under the terms of FEP's Tariff, other than a permitted assignment in whole of the Transportation Agreement to a single shipper. If Shipper partially assigns the Transportation Agreement or permanently releases a portion of the capacity under the Transportation Agreement, Shipper shall maintain its Foundation Shipper status if Shipper's Contract MDQ under this Transportation Agreement at all times is at least 375,000 Dth/day (the "Minimum Capacity Commitment").~~

~~— (ii) To the extent that Shipper at any time permanently releases all or any portion of its capacity under the Transportation Agreement, at a rate greater than the rate paid by Shipper for such permanently released capacity, no portion of any such greater rate shall be credited to or otherwise received by Shipper, but shall instead be retained in whole by FEP; provided, this provision shall not apply to any permanent release by Shipper to any CHK Entities, as that term is defined in Section 4.7(b) below, for so long as such entities remain CHK Entities. If Shipper permanently releases capacity under the Transportation Agreement to a CHK Entity at a rate greater than the rate paid by Shipper for such permanently released capacity, then, to recognize the fact that Shipper will no longer be liable to FEP for reservation charges with respect to such capacity (and subject to any limits imposed by the FERC), any credit to Shipper shall be limited to the product of: (a) the difference between (i) Shipper's Fixed Negotiated Monthly Base Reservation Rate set forth in Section 1.2 above that would have been charged to Shipper, and (ii) the reservation rate paid by the replacement shipper CHK Entity for the permanently released capacity; and (b) the capacity, in dekatherms, so released on a permanent basis to the CHK Entity. Shipper shall retain all of its rights under the Transportation Agreement with respect to any capacity under the Transportation Agreement which is not assigned or permanently released by Shipper. In entering into any permanent release: (a) Shipper shall retain the sole right to exercise any rights under Sections 3.6 or 4.6 above, and in any notice to FEP Shipper shall indicate on behalf of which entity such right is being exercised; (b) no such permanent release shall result in Shipper and any CHK Entities exercising rights under Section~~

~~— 3.6 above with respect to greater volumes than therein specified; and (c) any such election by Shipper shall bind Shipper and any CHK Entities and FEP shall be entitled to rely on such elections.~~

~~(b) FEP acknowledges that Shipper may, from time to time, seek to reallocate the Contract MDQ held by Shipper among shippers that are directly or indirectly owned, and are controlled by, CHK ("CHK Entities") which shall include Shipper. For purposes of this provision, "controlled by" means the possession of the power to direct or cause the direction of the management and policies of another, whether through the ownership of voting securities, by contract, or otherwise. FEP agrees that: (a) to the extent requested by Shipper and allowed by law, which shall include applicable FERC regulations and policies, including any waiver of the capacity release rules that Shipper obtains from FERC, FEP will allow a maximum of five separate reallocations of the Contract MDQ among the CHK Entities during the Primary Term, as the same may be extended, in minimum quantities no less than 25,000 Dth per day, by the execution of individual firm transportation service agreements by such entities; and (b) if the~~

~~(a) CHK Entities collectively have a contract maximum daily quantity derived from the Contract MDQ that equals the Minimum Capacity Commitment, each of such entities' firm transportation service agreements shall have all of the attributes of this Agreement, as if such entities were a Foundation Shipper, for so long as all such entities remain owned and controlled by CHK; provided, however, that the rights set forth in this Section 4.7(b) and in Sections 3.6 and 4.6 above may be exercised by Shipper only and Shipper's allocation among the CHK Entities of any capacity obtained pursuant to Sections 3.6 and 4.6 above shall be binding for all the CHK Entities; and provided further, that the Guaranty required in Section 4.5(b) above shall remain in effect with respect to such firm transportation service agreements, regardless of the creditworthiness of the shippers thereunder. FEP shall, with respect to any reallocation of capacity under this provision, have the right to refer such allocation to FERC for FERC's approval prior to the effectiveness of such reallocation. No reallocations of capacity will result in any increase in the capacity subject to Shipper's rights as a Foundation Shipper under the terms of FEP's Tariff, above the quantity of such capacity as it may decrease from time to time.~~

Fayetteville Express Pipeline LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~December 30, 2010~~ March 31, 2019

(~~Section 2.5, Version 01.0.0.5~~) ~~K 200001—Amd2010_12_30 (Chesapeake Energy Marketing, Inc.)~~ Reserved

Option Code “A”

**AMENDMENT TO
RATE SCHEDULE FTS TRANSPORTATION AGREEMENT
BETWEEN FAYETTEVILLE EXPRESS PIPELINE LLC AND
CHESAPEAKE ENERGY MARKETING, INC.**

~~This Amendment to Rate Schedule FTS Transportation Agreement (“Amendment”) is made and entered into as of December 30, 2010, by and between Fayetteville Express Pipeline LLC (“FEP”) and Chesapeake Energy Marketing, Inc. (“Shipper”). FEP and Shipper hereby agree to amend that certain Rate Schedule FTS Transportation Agreement, dated December 29, 2009, by and between FEP and Shipper, as amended (“FTSA”), as follows:~~

~~1. Exhibit A to the FTSA, dated June 10, 2010, is hereby deleted in its entirety, and is replaced and superseded by the attached Exhibit A, dated November 30, 2010.~~

~~2. Exhibit B to the FTSA, dated December 29, 2009, is hereby deleted in its entirety, and is replaced and superseded by the attached Exhibit B, dated November 30, 2010.~~

~~3. Section 1.3 of Exhibit C to the FTSA, dated December 29, 2009, is hereby deleted in its entirety, and is replaced and superseded by the following quoted language and table of this Paragraph 3:~~

~~“1.3 **Eligible Primary Receipt Points.** The Negotiated Rates shall apply to service provided to Shipper from the Primary Receipt Points set forth in Exhibit A to the Transportation Agreement, up to the Point MDQ at each such Point, as set forth on such Exhibit A dated as of November 30, 2010. Prior to December 1, 2012, if Shipper changes its Primary Receipt Points, then (i) the Negotiated Rates shall apply only to such changed Primary Receipt Points to the extent that Shipper’s total Primary Receipt Point volumes in any receipt point segment as set forth in the table below (each a “Receipt Point Segment”) do not exceed the stated volumes set forth in such table for such Receipt Point Segment, and (ii) absent agreement of the Shipper and FEP, FEP’s maximum rates will apply solely to any Primary Receipt Point volumes in any Receipt Point Segment in excess of the stated volumes set forth in the table below for such Receipt Point Segment and will continue to apply for so long as, and to the extent that, such stated volumes remain exceeded in such Receipt Point Segment; provided if on or after December 1, 2012, Shipper changes its Primary Receipt Points, from time to time, then the limitations set forth in the table below shall not be applicable to those changes and the Negotiated Rates shall apply to such changed Primary Receipt Point volumes; provided that the Negotiated Rates shall not apply to points West of South Rainbow.~~

Receipt Point Segments	Volume Dth
Points West of Twin Groves	56,250

but not West of

South Rainbow

~~Twin Groves and Points West
of Yellowstone~~

131,250

~~Yellowstone and Points East~~

375,000"

~~4. Section 1.5 of Exhibit C of the FTSA, dated December 29, 2009, is hereby deleted in its entirety, and is replaced and superseded by the following quoted language of this Paragraph 4:~~

~~“1.5 **Eligible Primary Delivery Points.** The Negotiated Rates shall apply to service provided to Shipper to the Primary Delivery Points set forth in Exhibit B to the Transportation Agreement, up to the Point MDQ at each such Point, as set forth on such Exhibit B as of November 30, 2010, and to service provided to any Primary Delivery Point under the Transportation Agreement, as amended from time to time, that is on the Pipeline.”~~

~~5. Except as otherwise expressly set forth in this Amendment, all other terms and condition of the FTSA shall remain in full force and effect as written.~~

~~6. FEP and Shipper have caused this Amendment to be executed by their respective duly authorized representatives as of the date first set forth above.~~

~~Fayetteville Express Pipeline
LLC~~

~~Chesapeake Energy Marketing,
Inc.~~

~~By: Name: _____~~

~~By: _____~~

~~Title: _____~~

~~Name: _____ Title: _____~~

ATTACHMENTS

~~AMENDMENT, DATED DECEMBER 30, 2010,
BY AND BETWEEN
FAYETTEVILLE EXPRESS PIPELINE LLC
AND
CHESAPEAKE ENERGY MARKETING, INC.~~

EXHIBIT A
DATED NOVEMBER 30, 2010
TO
FAYETTEVILLE EXPRESS PIPELINE LLC
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. 200001
DATED DECEMBER 29, 2009

Company: ~~Chesapeake Energy Marketing, Inc.~~

Contract No.: ~~200001~~

Receipt Point(s):

PRIMARY RECEIPT POINT(S):

<u>Name / Location</u>	<u>County/Area</u>	<u>State</u>	<u>Point No.</u>	<u>MDQ (Dth)</u>
CHK/Prairie Creek	Conway	AR	78556	56,250
CHK/Center Ridge	White	AR	78557	18,750
CHK/Twin Groves	Faulkner	AR	78558	75,000
CHK/Little Creek	White	AR	78526	125,000
SWN/Yellowstone	Conway	AR	78516	100,000

~~Except as authorized by the provisions of FEP's Tariff governing segmentation, in no event shall Shipper's aggregate primary receipt point capacity exceed Shipper's corresponding Contract MDQ.~~

~~Shipper shall have the right to change any of its primary receipt points to other primary receipt points on the Pipeline, subject to capacity availability.~~

SECONDARY RECEIPT POINT(S):

~~Shipper shall have rights to secondary receipt points in accordance with the provisions of FEP's Tariff, at the rates and related terms set forth in Exhibit C to this Transportation Agreement.~~

Receipt Pressure

~~Gas to be delivered to FEP at the Receipt Point(s) shall be in accordance with Section 18.1 of FEP's General Terms and Conditions, but shall not be in excess of the Maximum Allowable Operating Pressure ("MAOP") stated for each Receipt Point in FEP's Catalog of Points; provided, however, that Shipper shall tender gas to FEP at the Arkansas Receipt Points at a minimum receipt point pressure of 1100 psig or the prevailing pressure of the Pipeline, not to exceed a maximum receipt point pressure of 1167 psig; and provided further, however, that FEP shall at no time operate the Pipeline such that the~~

~~receipt point pressure on the "Supply Leg" (which consists, collectively, of the Arkansas Receipt Points and the pipeline segment downstream (easterly) of the westernmost of the Arkansas Receipt Points and upstream (westerly) of the suction side of FEP's Bald Knob, Arkansas compressor station) exceeds 1167 psig.~~

~~Rates~~

~~The rates for service under the Transportation Agreement shall be as set forth in the Negotiated Rate Agreement attached as Exhibit C to this Transportation Agreement.~~

~~Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas Reimbursement Percentages (%)~~

~~Shipper will reimburse FEP for Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas in accordance with the Negotiated Rate Agreement attached as Exhibit C to this Transportation Agreement, consistent with the provisions of FEP's Tariff.~~

EXHIBIT B
DATED ~~NOVEMBER 30, 2010~~
TO
FAYETTEVILLE EXPRESS PIPELINE
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. 200001
DATED ~~DECEMBER 29, 2009~~

Company: ~~Chesapeake Energy Marketing, Inc.~~

Contract No.: ~~200001~~

Delivery Point(s):

1. ~~PRIMARY DELIVERY POINT(S):~~

MDQ

Name / Location _____ County/Area State Point No. (Dth)

Texas Gas/Lula	Coahoma	MS	TBD	37,500
ANR/Quitman	Quitman	MS	TBD	225,000
Trunkline/Panola	Panola	MS	TBD	112,500

~~Except as authorized by the provisions of FEP's Tariff governing segmentation, in no event shall Shipper's aggregate primary delivery point capacity exceed Shipper's corresponding Contract MDQ.~~

~~Shipper shall have the right at any time after the Effective Date to change any of its primary delivery points to other primary delivery points on the Pipeline that are no further east than the TGC Interconnect, subject to capacity availability and the provisions of FEP's Tariff regarding the awarding of primary point capacity, including the awarding of capacity when there are competing requests for use of the same point.~~

2. ~~SECONDARY DELIVERY POINT(S):~~

~~Shipper shall have rights to secondary delivery points in accordance with the provisions of FEP's Tariff, at the rates and related terms set forth in Exhibit C to this Transportation Agreement.~~

~~Delivery Pressure~~

~~Gas to be delivered by FEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be in accordance with Section 18.2 of FEP's General Terms and Conditions.~~

Fayetteville Express Pipeline LLC FERC

NGA Gas Tariff

Filed Agreements

Effective ~~October 1, 2010~~ March 31, 2019

(~~Section 5.~~, Version ~~01.0.0~~, Agreement) K 200004 (Southwestern Energy Services Co. - Expired)

Option Code “A”

FAYETTEVILLE EXPRESS PIPELINE LLC (FEP)
TRANSPORTATION RATE SCHEDULE ITS
AGREEMENT DATED January 8,, 2010
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. ~~SHIPPER is: SOUTHWESTERN ENERGY SERVICES COMPANY, an Arkansas corporation.~~

2. ~~MDQ: : For any Day hereunder, the quantity (Dth per Day) equal to the difference between (a) 1,200,000 Dth/d and (b) the level of firm interim service allocated to Shipper on such Day.~~

3. ~~TERM: : The term of this Agreement shall start upon Transporter's commencement of any "Interim Period Service" to Shipper pursuant that certain FTS Agreement, dated as of January 4, 2010, by and between FEP and Shipper ("SWN FTSA"), as defined therein, and shall terminate upon the "Effective Date" of the SWN FTSA, as defined therein.~~

4. ~~Service will be ON BEHALF OF: Shipper~~

5. ~~[INTENTIONALLY LEFT BLANK]~~

6. ~~SHIPPER'S ADDRESS~~ ~~FEP'S ADDRESS~~

Southwestern Energy Services Company
Attn: Manger, Gas Marketing
2350 North Sam Houston Parkway East, Suite 125
Houston, TX 77032

Fayetteville Express Pipeline LLC
Attn: Contract Administration
711 Louisiana, Suite 900
Houston, TX 77002

Payments:

Fayetteville Express Pipeline LLC (FIN 26-3485704)
Wachovia Bank, NA
Winston-Salem, NC
ABA: 053000219
Acct: 2000045258682

7. ~~a. Applicable Maximum and Minimum Tariff Rates. Unless otherwise expressly provided in this Agreement, the Negotiated Rates or rates under a Negotiated Rate Formula shall apply to service provided by FEP to Shipper for the term of this Agreement notwithstanding any otherwise applicable maximum or minimum rates set forth in FEP's FERC Gas Tariff as may be revised from time to time. The rates shall be the applicable maximum rate and other applicable lawful charges in FEP's FERC Gas Tariff, except that for each Dth of Gas received for transportation under this Agreement, up to the Shipper's MDQ hereunder: (i) for deliveries to the NGPL Interconnect, Shipper shall pay a Negotiated Commodity Rate of \$0.10/Dth in lieu of the one-part maximum recourse Commodity Charge as set out in FEP's FERC Gas Tariff, and, (ii) for deliveries to any other delivery point other than the NGPL Interconnect, if available for interim service, Shipper shall pay a Negotiated Commodity Rate of \$0.245/Dth in lieu of the one-part maximum recourse Commodity Charge as set out in FEP's FERC Gas Tariff. Shipper will be assessed the applicable reimbursement percentages for Fuel Gas, Booster Compression Fuel, and for Lost and Unaccounted for Gas; provided, however, that for service hereunder from any of the receipt points set forth below in this Section 7.a as Designated Receipt Points to the NGPL Interconnect, only so long as there is sufficient pressure in the Pipeline to allow FEP to make deliveries to the NGPL Interconnect without the use of compression, Shipper will not be assessed a charge for Fuel Gas, but will be assessed a charge for Lost and Unaccounted for Gas.~~

Designated Receipt Points

<u>Name/Location</u>	<u>County/Area</u>	<u>State</u>	<u>Point No.</u>
SWN/South Rainbow	Conway	AR	78512
SWN/Southeast Rainbow	Conway	AR	78513
SWN/Cove Creek	Faulkner	AR	78514
SWN/Yogi	Faulkner	AR	78515
SWN/Yellowstone	Faulkner	AR	78516
SWN/New Quitman	Faulkner	AR	78517
SWN/Midge #1	White	AR	78519
SWN/Midge #2	White	AR	78520
SWN/Tiger	White	AR	78521

b. ~~Refunds. In no event shall FEP be required to refund to Shipper any amounts collected for service to which the Negotiated Rates or rates under a Negotiated Rate Formula apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in FEP's FERC Gas Tariff, as may be revised from time to time.~~

c. ~~Shipper and FEP understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under FEP's FERC Gas Tariff and the regulations and policies of the FERC, including without limitation any requirements for FEP to file for and receive FERC approval of the Negotiated Rates.~~

d. ~~Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the relevant address set forth in the Transportation Agreement, as may be revised from time to time.~~

e. ~~Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either FEP 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.~~

f. ~~Succession and Assignment. In the event any entity succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Shipper, such entity shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement. No other assignment of the Agreement nor of any of the individual rights or obligations hereunder by Shipper shall be effective as to FEP without the prior express written consent of FEP, provided, however, that the Agreement may be assigned by Shipper to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, without prior written consent of FEP. The Agreement may be assigned by FEP to a wholly or partially owned affiliate, special purpose joint venture, partnership.~~

g. ~~No Third Party Beneficiaries. This Agreement shall not create any rights in any third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than FEP or Shipper.~~

h. ~~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.~~

i. ~~Effect of Tariff. This Agreement shall at all times be subject to all applicable provisions of FEP's FERC Gas Tariff.~~

j. ~~GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS 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.~~

k. ~~Entire Agreement. This Agreement contains the entire agreement between FEP 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 Agreement shall be effective unless agreed upon in a written instrument executed by FEP and Shipper which expressly refers to this Agreement.~~

8. ~~The above-stated Rate Schedule, as revised from time to time, controls this Agreement and is incorporated herein. The attached Exhibits A and B (for firm service only), and C (if applicable), are a part of this Agreement. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF TEXAS AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT. This Agreement states the entire agreement between the parties and no waiver, representation or agreement shall affect this Agreement unless it is in writing. Shipper shall provide the actual end user purchaser name(s) to FEP if FEP must provide them to the FERC.~~

Agreed to by:

FEP _____ SHIPPER _____

/s/: _____ /s/: _____
NAME: _____ NAME: _____
TITLE: _____ TITLE: _____

Fayetteville Express Pipeline LLC

FERC NGA Gas Tariff

Filed Agreements

Effective March 31, 2019

(Version 0.0.0, List of Filed Agreements) Currently Effective Agreements

List of Filed Agreements
Fayetteville Express Pipeline LLC

Non-Conforming Agreements with Negotiated Rates

Contract No. 200000 Southwestern Energy Services Company

Contract No. 200002 XTO Energy Inc.

Contract No. 200045 MMGJ Arkansas Upstream, LLC

Contract No. 200078 Riverbend Oil & Gas VIII, L.L.C.