



FAYETTEVILLE EXPRESS PIPELINE LLC

November 2, 2022

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. RP23-_____
Assignment of Non-Conforming Agreement

Dear Ms. Bose:

Pursuant to Parts 154.204 and 154.601 of the Regulations of the Federal Energy Regulatory Commission ("Commission"), Fayetteville Express Pipeline LLC ("FEP") hereby electronically submits for filing with the Commission as part of its FERC NGA Gas Tariff, First Revised Volume No. 1 and volume titled "Filed Agreements" ("Tariff"), the revised tariff records listed on Appendix A to this letter, to be effective on November 2, 2022.

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing is to revise certain tariff records to reflect changes to a service agreement containing a negotiated rate and non-conforming terms of service. More particularly, FEP and XTO Energy Inc. ("XTO") are currently parties to Rate Schedule FTS transportation agreement No. 200002 ("FTS Agreement"). XTO and Van Buren Energy Production, LLC ("Van Buren") jointly filed in Docket No. RP22-1226-000¹ a petition pursuant to Rule 207(a)(5) of the Commission's Rules of Practice and Procedure, requesting all necessary approvals and waivers to effectuate the permanent release of capacity and assignment of several long-term firm natural gas transportation service agreements, including the FTS Agreement, from XTO to Van Buren. The petition requests temporary waiver of the capacity release provisions of the Tariff and certain Commission policies. The petition also describes the details of the transaction and documents that the non-conforming terms in the FTS Agreement were previously filed and approved by the Commission.² The Commission granted the petitioners' request for temporary, limited waivers as set forth in the petition as well as confirming "the continuing permissibility of the non-conforming provisions" of the FTS Agreement which XTO will transfer to Van Buren.³

The assignment of the FTS Agreement from XTO to Van Buren is being facilitated by an Assignment Agreement; therefore, the FTS Agreement remains as No. 200002. A copy of the executed Assignment Agreement is being added to the Tariff's "Filed Agreements" volume. Other than the assignment to Van Buren, there are no changes to the terms or conditions of the previously

¹ Filed on September 20, 2022 by Flywheel Energy Production II, LLC and XTO Energy Inc. and supplemented on October 5, 2022 by Van Buren Energy Production, LLC explaining its name change from Flywheel Energy Production II, LLC to Van Buren Energy Production, LLC.

² *Fayetteville Express Pipeline LLC*, 132 FERC ¶ 61,276 (2010).

³ *Van Buren Energy Production, LLC and XTO Energy, Inc.*, 181 FERC ¶ 61,052, at P 12 (2022).

approved FTS Agreement and its Exhibits A, B and C;⁴ however, the contract and exhibits are being refiled with new version numbers to associate them with the assignment to Van Buren. A marked version of the “Filed Agreements” tariff records is included in Appendix B herein.

Additionally, FEP is updating its General Terms and Conditions Section 38 to reflect the assignment from XTO to Van Buren in its listing of non-conforming agreements in First Revised Volume No. 1 of the Tariff.

IMPLEMENTATION AND WAIVER REQUEST

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, FEP requests that the revised tariff records be accepted effective November 2, 2022, the effective date of the assignment of the service agreement discussed herein. FEP respectfully requests that the Commission grant waiver of Section 154.207 of the Commission's Regulations and any and all other waivers of its Regulations that it deems necessary to approve the changes associated with the assignment and allow the proposed tariff records in this filing to become effective on November 2, 2022, as proposed.

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 record in RTF format and four proposed tariff records in whole document format with metadata attached are being submitted as part of an XML filing package containing the following:

- This transmittal letter that includes a Statement of Nature, Reasons and Basis and Appendix A in PDF format
- A clean version of the proposed tariff records in PDF format
- A marked version of the proposed tariff changes in PDF format
- Appendix B containing a marked version of the assigned FTS Agreement compared to the previously filed agreement
- A copy of the complete filing in PDF format for publishing in eLibrary

⁴ *Fayetteville Express Pipeline LLC*, 132 FERC ¶ 61,276 (2010).

COMMUNICATIONS, PLEADINGS AND ORDERS

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

Michael T. Langston⁵

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

T. Brooks Henderson⁵

Director – Rates and Regulatory
Colonial Brookwood Center
569 Brookwood Village – Suite 749
Birmingham, AL 35209
(205) 325-3843
brooks_henderson@KinderMorgan.com

Lawrence J. Biediger^{5 6}

Sr. Director, Rates and Regulatory Affairs
Fayetteville Express Pipeline LLC
1300 Main Street
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(713) 989-7670
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Kevin Erwin⁵

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1300 Main Street
Houston, TX 77002
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(713) 989-1212 (Fax)
kevin.erwin@energytransfer.com

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 served electronically on jurisdictional customers and interested state regulatory commissions. FEP has posted this filing on its Internet website accessible via <https://feptransfer.energytransfer.com> under Informational Postings, Regulatory.

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

Respectfully submitted,

Fayetteville Express Pipeline LLC

/s/ Lawrence J. Biediger

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

⁵ 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.

⁶ 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 November 2, 2022

<u>Version</u>	<u>Description</u>	<u>Title</u>
<u>Filed Agreements</u>		
1.0.0	Agreement	K 200002 (XTO – Assigned to Van Buren)
1.0.0	1.	K 200002 – Exh A (XTO – Assigned to Van Buren)
1.0.0	2.	K 200002 – Exh B (XTO – Assigned to Van Buren)
1.0.0	3.	K 200002 – Exh C (XTO – Assigned to Van Buren)
<u>First Revised Volume No. 1</u>		
7.0.0	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. 200000).
- (b) XTO Energy Inc., Transportation Rate Schedule FTS Agreement, Dated September 27, 2010 – Assigned to Van Buren Energy Production, LLC effective November 2, 2022 (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).

Fayetteville Express Pipeline LLC

FERC NGA Gas Tariff

Filed Agreements

Effective November 2, 2022

(Section 3., Version 1.0.0) K 200002 (XTO Energy Inc. -Assigned to Van Buren Energy Production, LLC)

Option Code “A”

XTO Energy Inc.
Joshua Ditman
22777 Springwoods Village Parkway
Spring, TX 77389
Joshua.E.Ditman@exxonmobil.com
(832) 625-7029



Date: November 1st, 2022

Fayetteville Express Pipeline LLC
1300 Main Street
Houston, Texas 77002-6803

Attention: Contract Administration

Re: Assignment of FTS Transportation Agreement Between Fayetteville Express Pipeline LLC and XTO Energy Inc (Contract N. 200002)

Ladies and Gentlemen:

XTO Energy Inc ("Assignor") and Fayetteville Express Pipeline LLC ("FEP") are parties to the transportation agreement identified above (the "FTS Transportation Agreement"). Assignor desires to assign the FTS Transportation Agreement to Van Buren Energy Production, LLC ("Assignee") and Assignee desires to accept such assignment. Assignor and Assignee recognize that written consent of FEP is required to effect such assignment, pursuant to Section 25 of the General Terms and Conditions of FEP's tariff, which governs the FTS Transportation Agreement.

NOW THEREFORE in consideration of the mutual agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Assignor hereby assigns, transfers, conveys and sets over to the Assignee all of the Assignor's right, title, estate and interest in, to and under the FTS Transportation Agreement to Assignee, as of and from November 2, 2022 (the "Effective Date").
2. Assignee hereby accepts such assignment as herein provided, and assumes the covenants, conditions, obligations and liabilities accruing from and after the Effective Date under the FTS Transportation Agreement, other than any obligation to make payment for charges incurred prior to the Effective Date, and covenants and agrees with the Assignor and FEP that, from and after the Effective Date, the Assignor shall (except as hereinafter set forth in Section 3(b) or Section 3(c) below) have no further obligations or liabilities of any kind under the FTS Transportation Agreement.

3. FEP hereby:

- a. consents to such assignment of the FTS Transportation Agreement;
- b. releases, relieves and discharges the Assignor from all covenants, obligations and liabilities accruing from and after the Effective Date under the FTS Transportation Agreement and agrees to look solely to the Assignee with respect to each and all of such covenants, obligations and liabilities; provided, however, that nothing herein contained shall be construed as releasing, relieving or discharging the Assignor from any covenants, obligations or liabilities accruing on its part under the FTS Transportation Agreement prior to the Effective Date, including the payment of charges incurred prior to the Effective Date, whether paid or remaining unpaid as of the Effective Date; and
- c. acknowledges and agrees that the Assignee is assuming only the covenants, obligations and liabilities accruing under the FTS Transportation Agreement from and after the Effective Date other than any obligation to make payment for amounts incurred prior to the Effective Date but not yet paid or due as of the Effective Date, and agrees to look solely to the Assignor with respect to any covenants, obligations and liabilities accruing under the FTS Transportation Agreement prior to the Effective Date.

4. Assignee's address for billing is:

(Contact): Yesh Medicinebird
(Address): 621 N. Robinson Ave. Ste 300; OKC, OK 73102
(Phone): 405 702 6991 (Fax): _____
(E-mail): accountspayable@flywheelenergy.com

Assignee's contact for notification is:

(Contact): Brian Johnson
(Address): 621 N. Robinson Ave, Ste 300; OKC, OK 73102
(Phone): 501 581 7340 (Fax): _____
(E-mail): brian.johnson@flywheelenergy.com

Assignee's contact for emergency is:

(Contact): Brian Johnson

(Address): 621 N. Robinson Ave, Ste 300; OKC, OK 73102

(Phone): 501 581 7340 (Fax): _____

(E-mail): brian.johnson@flywheelenergy.com

Assignee's contact for nominations is:

(Contact): Brian Johnson

(Address): 621 N. Robinson Ave, Ste 300; OKC, OK 73102

(Phone): 501 581 7340 (Fax): _____

(E-mail): brian.johnson@flywheelenergy.com

If you agree to the terms and conditions of this assignment, please so indicate by having your authorized representative sign it and, upon execution, return it to Assignor. This assignment shall be effective on the Effective Date.

Yours truly,

DocuSigned by:

Jason Coy

3A8E4B967F04AEC

Assignor

Jason Coy

By: _____

Title: Agent and Attorney-in-fact

November 1, 2022

ACCEPTED AND AGREED this 1st Day November, 2022.

Assignee

By: [Signature]

Title: CFO

FAYETTEVILLE EXPRESS PIPELINE LLC HEREBY CONSENTS to this assignment.

FAYETTEVILLE EXPRESS PIPELINE LLC

By: DocuSigned by:

Beth Hickey

Title: 804FB2BFFC634A5

Date: 11-1-2022

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DM

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**FAYETTEVILLE EXPRESS PIPELINE LLC ("FEP")
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. 200002
AGREEMENT DATED DECEMBER 17, 2009
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS**

1. SHIPPER is: XTO Energy, Inc., a Shipper is a "Standard Shipper" on FEP's pipeline system pursuant to the terms of the Open Season held by FEP in connection with the construction of FEP's initial pipeline system.

2. MDQ:

(a) 50,000 Dth per Day from the Effective Date through the sixth month of the Primary Term;

(b) 100,000 Dth per Day from the seventh month of the Primary Term through the twelfth month of the Primary Term; and

(c) 150,000 Dth per Day from the thirteenth month of the Primary Term through the end of the Primary Term.

3. TERM: This Transportation Agreement shall be effective from the first day of the calendar month following notice from FEP to Shipper that FEP is ready to provide firm service (the "Effective Date"), and shall remain in effect for a Primary Term of twelve (12) years from the date of commencement of firm service to Shipper other than Interim Period Service, as that term is defined in FEP's FERC Gas Tariff, as may be revised from time to time ("Tariff"). 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.

4. Service will be ON BEHALF OF:

XX Shipper

..... Other:, a

5. SHIPPER'S ADDRESS

FEP'S ADDRESS

Notices:

XTO Energy Inc.
Attn: Contract Administrator
810 Houston St.
Forth Worth, TX 76102

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

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 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 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
PIPELINE LLC ("FEP")**

XTO ENERGY INC.

BY:
NAME:
TITLE:

BY:
NAME:
TITLE:

Fayetteville Express Pipeline LLC

FERC NGA Gas Tariff

Filed Agreements

Effective November 2, 2022

(Section 3.1, Version 1.0.0) K 200002 – Exh A (XTO Energy Inc. – Assigned to Van Buren Energy Production, LLC)

Option Code “A”

EXHIBIT A
DATED DECEMBER 17, 2009
TO
FAYETTEVILLE EXPRESS PIPELINE LLC
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. 200002
DATED DECEMBER 17, 2009

Company: XTO Energy Inc.

Contract No.: 200002

Receipt Point(s):

PRIMARY RECEIPT POINT(S):

Name / Location -----	County Area -----	State -----	Point No. -----	MDQ (Dth) -----
Centerpoint/Rose Bud	White	AR	78518	1/

Note 1/

(a) 50,000 Dth per Day from the Effective Date through the sixth month of the Primary Term;

(b) 100,000 Dth per Day from the seventh month of the Primary Term through the twelfth month of the Primary Term; and

(c) 150,000 Dth per Day from the thirteenth month of the Primary Term through the end of the Primary Term.

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.

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, Assumed Atmospheric 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.

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, consistent with FEP's Tariff.

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 November 2, 2022

(Section 3.2, Version 1.0.0) K 200002 – Exh B (XTO Energy Inc. – Assigned to Van Buren Energy Production, LLC)

Option Code “A”

EXHIBIT B
DATED DECEMBER 17, 2009
TO
FAYETTEVILLE EXPRESS PIPELINE LLC
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. 200002
DATED DECEMBER 17, 2009

Company: XTO Energy Inc.

Contract No.: 200002

Delivery Point(s):

PRIMARY DELIVERY POINT(S):

Name / Location	County Area	State	Point No.	MDQ (Dth)
-----	-----	-----	-----	-----
ANR/Quitman	Quitman	MS	78524	1/
Trunkline/Panola	Panola	MS	78525	2/

Notes:

1/

(a) 33,335 Dth per Day from the Effective Date through the sixth month of the Primary Term;

(b) 66,670 Dth per Day from the seventh month of the Primary Term through the twelfth month of the Primary Term; and

(c) 100,000 Dth per Day from the thirteenth month of the Primary Term through the end of the Primary Term.

2/

(a) 16,665 Dth per Day from the Effective Date through the sixth month of the Primary Term;

(b) 33,330 Dth per Day from the seventh month of the Primary Term through the twelfth month of the Primary Term; and

(c) 50,000 Dth per Day from the thirteenth month of the Primary Term through the end of the Primary Term.

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.

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, Assumed Atmospheric 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 November 2, 2022

(Section 3.3, Version 1.0.0) K 200002 – Exh C (XTO Energy Inc. – Assigned to Van Buren Energy Production, LLC)

Option Code “A”

EXHIBIT C
TO
FAYETTEVILLE EXPRESS PIPELINE LLC
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. 200002
DATED DECEMBER 17, 2009

NEGOTIATED RATE AGREEMENT

This Negotiated Rate Agreement ("Agreement") between Fayetteville Express Pipeline LLC ("FEP") and XTO Energy Inc. ("Shipper"), incorporated as an exhibit to Rate Schedule FTS Transportation Agreement No. 200002 between FEP and Shipper dated December 17, 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.** 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:** \$8.3646/Dth of the Transportation Agreement Contract MDQ (equal to \$0.275/Dth per day on a 100% load factor basis).

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

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.

1.3 Eligible Firm Transportation Quantity.

(a) 50,000 Dth per Day from the Effective Date through the sixth month of the Primary Term.

(b) 100,000 Dth per Day from the seventh month of the Primary Term through the twelfth month of the Primary Term.

(c) 150,000 Dth per Day from the thirteenth month of the Primary Term through the end of the Primary Term.

1.4 Eligible Primary Receipt Points. The Negotiated Rates shall apply to service provided to Shipper from the initial Primary Receipt Points set forth in 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 a receipt point on FEP's initial pipeline system as described in FEP's certificate application as approved by the FERC in Docket No. CP09-433-000 on December __, 2009 ("FEP's Initial Pipeline System").

1.5 Eligible Secondary Receipt Points. The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis from all receipt points on FEP's Initial Pipeline System.

1.6 Eligible Primary Delivery Points. The Negotiated Rates shall apply to service provided to Shipper to the initial Primary Delivery Points set forth in 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 a delivery point on FEP's Initial Pipeline System.

1.7 Eligible Secondary Delivery Points. The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis to all delivery points on FEP's Initial Pipeline System.

ARTICLE 2
INTERIM PERIOD SERVICE

2.1 Interim Period Service Defined. Interim Period Service, as more particularly described in FEP's Tariff, shall mean any service which may be provided by FEP to Shipper under the Transportation Agreement to the Natural Gas Pipeline Company of America ("NGPL") interconnect in White County, Arkansas ("NGPL Interconnect"), or to any other delivery point, prior to the time that all facilities certificated in Docket No. CP09-433-000 are placed into service.

2.2 **Interim Period Service Availability.** For any period during which FEP has made Interim Period Service available on its pipeline system, Shipper shall have the right, but not the obligation, to receive such 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 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 \$8.3646/Dth of Contract MDQ (equal to \$0.275/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
NEGOTIATED RATE TERMS AND CONDITIONS;
ADDITIONAL RATES AND CHARGES

3.1 **General Negotiated Rate Limitations.** The Negotiated Monthly Base Reservation Rates and Negotiated Base Commodity Rates set forth in this Exhibit C shall apply only to: (i) service provided to Shipper by FEP under the Transportation Agreement from the Eligible Receipt Points to the Eligible Delivery Points during the term of Interim Period Service and/or the Primary Term, as applicable; and (ii) an aggregate maximum daily firm transportation quantity equal to the Eligible Firm Transportation Quantity set forth in Section 1.3 above, for all quantities transported on a firm basis under the Transportation Agreement and any associated capacity release replacement agreements. For any aggregate quantities transported on a firm basis on any day for Shipper and any associated capacity release replacement shippers which: (i) are in excess of the applicable Eligible Firm Transportation Quantity; or (ii) involve any receipt or delivery points which are not Eligible Receipt or Delivery Points, Shipper shall be charged the greater of: (a) the 100% load factor daily rate equivalent of Shipper's applicable Negotiated Monthly Base Reservation Rates and Negotiated Base Commodity Rates; and (b) the 100% load factor daily rate equivalent of the applicable maximum base reservation and base commodity rates set forth in FEP's Tariff, as well as all applicable additional rates, charges and surcharges described in Section 3.3 below.

3.2 **Surcharges.** For all service provided under the Transportation Agreement, Shipper shall pay FEP the ACA surcharge, and any and all such additional reservation and/or commodity surcharges which may be approved by the FERC from time to time for inclusion in FEP's Tariff; provided, however, that FEP shall discount any such additional surcharges to the maximum extent permitted under the provisions of FEP's Tariff. Shipper shall pay FEP that portion of such surcharge, if any, which FEP is not permitted to discount.

3.3 **Additional Rates and Charges.** In addition to the Fixed Negotiated Monthly Base Reservation Rates, Fixed Negotiated Commodity Rates, and Surcharges set forth above which are applicable to Interim Period Service, if any, and service provided to Shipper under the Transportation Agreement during the Primary Term, and unless otherwise expressly provided in this Agreement or agreed to in writing by FEP, Shipper shall also pay FEP all other applicable maximum rates, charges, surcharges, and penalties of any nature set forth in FEP's Tariff, including without limitation all applicable maximum: (i) Fuel Gas, Lost and Unaccounted For Gas, and Booster Compression Fuel charges; (ii) authorized and unauthorized overrun charges; and (iii) reservation and commodity charges.

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) for a minimum term of five (5) years, at the Fixed Negotiated Monthly Base Reservation Rate and the Fixed Negotiated Base Commodity Rate set forth in Section 1.2 of this Agreement (collectively, the "Initial Rates"), or at negotiated rates equal to all applicable then-existing maximum recourse rates; or (ii) for a term of one (1) year, at Shipper's Initial Rates (collectively, the "Rollover Right"). 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. Such contractual right-of-first-refusal 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"), provided, however, that if Shipper's rating is at BBB- or Baa3 and the short-term or long-term outlook is Negative, FEP may require further analysis as discussed below; and (ii) the sum of reservation fees, commodity fees and any other associated fees and charges for the contract term is less than 15% 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) If Shipper does not meet the criteria described above, then Shipper may request that FEP evaluate its creditworthiness based upon the level of service requested relative to the Shipper's current and future ability to meet its obligations. Further, if Shipper's creditworthiness does not meet any of the foregoing criteria Shipper will be considered creditworthy if Shipper maintains and delivers to FEP an irrevocable guaranty of payment in form acceptable to FEP, or an irrevocable letter of credit from a financial institution rated at least A- by S&P or at least A3 by Moody's, in a form acceptable to FEP, in either case of the Guaranty or the letter of credit in an amount equal to five (5) months of reservation fees and commodity fees. The obligation to maintain such credit assurance shall extend until such time as Shipper is deemed creditworthy as defined herein. Shipper shall provide the Guaranty or the letter of credit within twenty (20) days of written notice by FEP. Subsequently, in the event of the occurrence of a Material Adverse Change, Shipper shall cause the amount of such Guaranty or the letter of credit to be increased to a total of twelve (12) months of reservation fees and commodity fees. For purposes hereof, the term "Material Adverse Change" shall mean, either (i) Shipper has failed to meet one of the financial covenants in its principal unsecured corporate revolving credit agreement, or (ii) Shipper is otherwise declared to be in default of the terms of the revolving credit agreement by one of the banks party to the revolving credit agreement, and such failure to meet the financial covenant or the declared default is not cured within thirty (30) days or within the time allowed by the banks for cure, if any. The term "revolving credit agreement" refers to that certain Amended and Restated 5-Year Revolving Credit Agreement dated as of April 1, 2005, between Shipper and JPMorgan Chase Bank, N.A., and the Lenders Party thereto, as such agreement may be amended from time to time, or any replacement credit agreement. Shipper shall provide FEP's Credit Department with the same quarterly certificates demonstrating compliance with the financial covenants as are required to be delivered to the banks party to the revolving credit agreement, together with the certificate stating whether Shipper is otherwise in compliance with the provisions of the revolving credit agreement.

(c) The creditworthiness requirements set forth in this Section 4.5 shall apply to any assignment (in whole or in part) of, and to any permitted permanent release of capacity under, as applicable, the Transportation Agreement for the term of the Transportation Agreement. FEP shall apply consistent evaluation practices to all similarly situated shippers to determine the shipper's financial ability to perform the payment obligations due to FEP over the term of the requested or existing service agreement.

4.6 Succession and Assignment. At any time prior to the Effective Date of the Transportation Agreement, Shipper may wholly assign the Transportation Agreement to any affiliated third party at any time, subject to any such assignee's compliance with the creditworthiness requirements set forth in Section 4.5 above. As of the Effective Date of the Transportation Agreement, the Transportation Agreement may only be assigned in accordance with the express provisions of FEP's Tariff, including 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 special rights which apply to Shipper under the terms of this Agreement, other than an assignment in

whole of the Transportation Agreement. 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.

MARKED VERSION

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. 200000).
- (b) XTO Energy Inc., Transportation Rate Schedule FTS Agreement, Dated September 27, 2010 – Assigned to Van Buren Energy Production, LLC effective November 2, 2022 (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).

FAYETTEVILLE EXPRESS PIPELINE LLC
FERC NGA Gas Tariff

Marked Version

Contract No. 200002 between Fayetteville Express Pipeline LLC and XTO Energy, Inc. was assigned to Van Buren Energy Production, LLC effective November 2, 2022.

Fayetteville Express Pipeline LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~October 1, 2010~~ November 2, 2022

(Section 3., Version ~~01~~.0.0) **K 200002 (XTO Energy Inc. -Assigned to Van Buren Energy Production, LLC)**

Option Code “A”

XTO Energy Inc.
Joshua Ditman
22777 Springwoods Village Parkway
Spring, TX 77389
Joshua.E.Ditman@exxomo.bil.com
(832) 625-7029



Date: November 1st, 2022

Fayetteville Express Pipeline LLC
1300 Main Street
Houston, Texas 77002-6803

Attention: Contract Administration

Re: Assignment of FTS Transportation Agreement Between Fayetteville Express Pipeline LLC and XTO Energy Inc (Contract N. 200002)

Ladies and Gentlemen :

XTO Energy Inc ("Assignor") and Fayetteville Express Pipeline LLC ("FEP") are parties to the transportation agreement identified above (the "FTS Transportation Agreement"). Assignor desires to assign the FTS Transportation Agreement to Van Buren Energy Production, LLC ("Assignee") and Assignee desires to accept such assignment. Assignor and Assignee recognize that written consent of FEP is required to effect such assignment, pursuant to Section 25 of the General Terms and Conditions of FEP's tariff, which governs the FTS Transportation Agreement.

NOW THEREFORE in consideration of the mutual agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Assignor hereby assigns, transfers, conveys and sets over to the Assignee all of the Assignor's right, title, estate and interest in, to and under the FTS Transportation Agreement to Assignee, as of and from November 2, 2022 (the "Effective Date").
2. Assignee hereby accepts such assignment as herein provided, and assumes the covenants, conditions, obligations and liabilities accruing from and after the Effective Date under the FTS Transportation Agreement, other than any obligation to make payment for charges incurred prior to the Effective Date, and covenants and agrees with the Assignor and FEP that, from and after the Effective Date, the Assignor shall (except as hereinafter set forth in Section 3(b) or Section 3(c) below) have no further obligations or liabilities of any kind under the FTS Transportation Agreement.

3. FEP hereby:

- a. consents to such assignment of the FTS Transportation Agreement;
- b. releases, relieves and discharges the Assignor from all covenants, obligations and liabilities accruing from and after the Effective Date under the FTS Transportation Agreement and agrees to look solely to the Assignee with respect to each and all of such covenants, obligations and liabilities; provided, however, that nothing herein contained shall be construed as releasing, relieving or discharging the Assignor from any covenants, obligations or liabilities accruing on its part under the FTS Transportation Agreement prior to the Effective Date, including the payment of charges incurred prior to the Effective Date, whether paid or remaining unpaid as of the Effective Date; and
- c. acknowledges and agrees that the Assignee is assuming only the covenants, obligations and liabilities accruing under the FTS Transportation Agreement from and after the Effective Date other than any obligation to make payment for amounts incurred prior to the Effective Date but not yet paid or due as of the Effective Date, and agrees to look solely to the Assignor with respect to any covenants, obligations and liabilities accruing under the FTS Transportation Agreement prior to the Effective Date.

4. Assignee's address for billing is:

(Contact):

(Address):

(Phone):

(E-mail):

Assignee's contact for notification is:

(Contact):

(Address):

(Phone):

(E-mail):

Assignee' s contact for emergency is:

(Contact) :

(Address):

(Phone) :

(E-mail):

Assignee ' s contact for nominations is:

(Contact):

(Address):

(Phone):

(E-mail):

If you agree to the terms and conditions of this assignment, please so indicate by having your authorized representative sign it and , upon execution, return it to Assignor. This assignment shall be effective on the Effective Date.

Yours truly

Assignor

Jason coy

By: _____

Agent and Attorney-in-fact

Title: _____

November 1, 2022

ACCEPTED AND AGREED this

Assignee

Day , 2022. - - -

By: _____

Title : _____

FAYETTEVILLE EXPRESS PIPELINE LLC HEREBY CONSENTS to this assignment.

FAYETTEVILLE EXPRESS PIPELINE LLC

By:_____

Title:_____

Date:_____

**FAYETTEVILLE EXPRESS PIPELINE LLC ("FEP")
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. 200002
AGREEMENT DATED DECEMBER 17, 2009
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS**

1. SHIPPER is: XTO Energy, Inc., a Shipper is a "Standard Shipper" on FEP's pipeline system pursuant to the terms of the Open Season held by FEP in connection with the construction of FEP's initial pipeline system.

2. MDQ:

(a) 50,000 Dth per Day from the Effective Date through the sixth month of the Primary Term;

(b) 100,000 Dth per Day from the seventh month of the Primary Term through the twelfth month of the Primary Term; and

(c) 150,000 Dth per Day from the thirteenth month of the Primary Term through the end of the Primary Term.

3. TERM: This Transportation Agreement shall be effective from the first day of the calendar month following notice from FEP to Shipper that FEP is ready to provide firm service (the "Effective Date"), and shall remain in effect for a Primary Term of twelve (12) years from the date of commencement of firm service to Shipper other than Interim Period Service, as that term is defined in FEP's FERC Gas Tariff, as may be revised from time to time ("Tariff"). 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.

4. Service will be ON BEHALF OF:

XX Shipper

..... Other:, a

5. SHIPPER'S ADDRESS

FEP'S ADDRESS

Notices:

XTO Energy Inc.
Attn: Contract Administrator
810 Houston St.
Forth Worth, TX 76102

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

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 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 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
PIPELINE LLC ("FEP")**

XTO ENERGY INC.

BY:
NAME:
TITLE:

BY:
NAME:
TITLE:

Fayetteville Express Pipeline LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~October 1, 2010~~ November 2, 2022

(Section 3.1, Version ~~0~~1.0.0) **K 200002 – Exh A (XTO Energy Inc. – Assigned to Van Buren Energy Production, LLC)**

Option Code “A”

EXHIBIT A
DATED DECEMBER 17, 2009
TO
FAYETTEVILLE EXPRESS PIPELINE LLC
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. 200002
DATED DECEMBER 17, 2009

Company: XTO Energy Inc.

Contract No.: 200002

Receipt Point(s):

PRIMARY RECEIPT POINT(S):

Name / Location -----	County Area -----	State -----	Point No. -----	MDQ (Dth) -----
Centerpoint/Rose Bud	White	AR	78518	1/

Note 1/

(a) 50,000 Dth per Day from the Effective Date through the sixth month of the Primary Term;

(b) 100,000 Dth per Day from the seventh month of the Primary Term through the twelfth month of the Primary Term; and

(c) 150,000 Dth per Day from the thirteenth month of the Primary Term through the end of the Primary Term.

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.

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, Assumed Atmospheric 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.

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, consistent with FEP's Tariff.

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~~ November 2, 2022

(Section 3.2, Version ~~0~~1.0.0) K 200002 – Exh B (XTO Energy Inc. – Assigned to Van Buren Energy Production, LLC)

Option Code “A”

EXHIBIT B
DATED DECEMBER 17, 2009
TO
FAYETTEVILLE EXPRESS PIPELINE LLC
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. 200002
DATED DECEMBER 17, 2009

Company: XTO Energy Inc.

Contract No.: 200002

Delivery Point(s):

PRIMARY DELIVERY POINT(S):

Name / Location	County Area	State	Point No.	MDQ (Dth)
-----	-----	-----	-----	-----
ANR/Quitman	Quitman	MS	78524	1/
Trunkline/Panola	Panola	MS	78525	2/

Notes:

1/

(a) 33,335 Dth per Day from the Effective Date through the sixth month of the Primary Term;

(b) 66,670 Dth per Day from the seventh month of the Primary Term through the twelfth month of the Primary Term; and

(c) 100,000 Dth per Day from the thirteenth month of the Primary Term through the end of the Primary Term.

2/

(a) 16,665 Dth per Day from the Effective Date through the sixth month of the Primary Term;

(b) 33,330 Dth per Day from the seventh month of the Primary Term through the twelfth month of the Primary Term; and

(c) 50,000 Dth per Day from the thirteenth month of the Primary Term through the end of the Primary Term.

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.

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, Assumed Atmospheric 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~~ November 2, 2022

(Section 3.3, Version ~~0~~1.0.0) K 200002 – Exh C (XTO Energy Inc. – Assigned to Van Buren Energy Production, LLC)

Option Code “A”

EXHIBIT C
TO
FAYETTEVILLE EXPRESS PIPELINE LLC
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. 200002
DATED DECEMBER 17, 2009

NEGOTIATED RATE AGREEMENT

This Negotiated Rate Agreement ("Agreement") between Fayetteville Express Pipeline LLC ("FEP") and XTO Energy Inc. ("Shipper"), incorporated as an exhibit to Rate Schedule FTS Transportation Agreement No. 200002 between FEP and Shipper dated December 17, 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.** 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:** \$8.3646/Dth of the Transportation Agreement Contract MDQ (equal to \$0.275/Dth per day on a 100% load factor basis).

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

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.

1.3 Eligible Firm Transportation Quantity.

(a) 50,000 Dth per Day from the Effective Date through the sixth month of the Primary Term.

(b) 100,000 Dth per Day from the seventh month of the Primary Term through the twelfth month of the Primary Term.

(c) 150,000 Dth per Day from the thirteenth month of the Primary Term through the end of the Primary Term.

1.4 Eligible Primary Receipt Points. The Negotiated Rates shall apply to service provided to Shipper from the initial Primary Receipt Points set forth in 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 a receipt point on FEP's initial pipeline system as described in FEP's certificate application as approved by the FERC in Docket No. CP09-433-000 on December __, 2009 ("FEP's Initial Pipeline System").

1.5 Eligible Secondary Receipt Points. The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis from all receipt points on FEP's Initial Pipeline System.

1.6 Eligible Primary Delivery Points. The Negotiated Rates shall apply to service provided to Shipper to the initial Primary Delivery Points set forth in 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 a delivery point on FEP's Initial Pipeline System.

1.7 Eligible Secondary Delivery Points. The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis to all delivery points on FEP's Initial Pipeline System.

ARTICLE 2
INTERIM PERIOD SERVICE

2.1 Interim Period Service Defined. Interim Period Service, as more particularly described in FEP's Tariff, shall mean any service which may be provided by FEP to Shipper under the Transportation Agreement to the Natural Gas Pipeline Company of America ("NGPL") interconnect in White County, Arkansas ("NGPL Interconnect"), or to any other delivery point, prior to the time that all facilities certificated in Docket No. CP09-433-000 are placed into service.

2.2 **Interim Period Service Availability.** For any period during which FEP has made Interim Period Service available on its pipeline system, Shipper shall have the right, but not the obligation, to receive such 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 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 \$8.3646/Dth of Contract MDQ (equal to \$0.275/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
NEGOTIATED RATE TERMS AND CONDITIONS;
ADDITIONAL RATES AND CHARGES

3.1 **General Negotiated Rate Limitations.** The Negotiated Monthly Base Reservation Rates and Negotiated Base Commodity Rates set forth in this Exhibit C shall apply only to: (i) service provided to Shipper by FEP under the Transportation Agreement from the Eligible Receipt Points to the Eligible Delivery Points during the term of Interim Period Service and/or the Primary Term, as applicable; and (ii) an aggregate maximum daily firm transportation quantity equal to the Eligible Firm Transportation Quantity set forth in Section 1.3 above, for all quantities transported on a firm basis under the Transportation Agreement and any associated capacity release replacement agreements. For any aggregate quantities transported on a firm basis on any day for Shipper and any associated capacity release replacement shippers which: (i) are in excess of the applicable Eligible Firm Transportation Quantity; or (ii) involve any receipt or delivery points which are not Eligible Receipt or Delivery Points, Shipper shall be charged the greater of: (a) the 100% load factor daily rate equivalent of Shipper's applicable Negotiated Monthly Base Reservation Rates and Negotiated Base Commodity Rates; and (b) the 100% load factor daily rate equivalent of the applicable maximum base reservation and base commodity rates set forth in FEP's Tariff, as well as all applicable additional rates, charges and surcharges described in Section 3.3 below.

3.2 **Surcharges.** For all service provided under the Transportation Agreement, Shipper shall pay FEP the ACA surcharge, and any and all such additional reservation and/or commodity surcharges which may be approved by the FERC from time to time for inclusion in FEP's Tariff; provided, however, that FEP shall discount any such additional surcharges to the maximum extent permitted under the provisions of FEP's Tariff. Shipper shall pay FEP that portion of such surcharge, if any, which FEP is not permitted to discount.

3.3 **Additional Rates and Charges.** In addition to the Fixed Negotiated Monthly Base Reservation Rates, Fixed Negotiated Commodity Rates, and Surcharges set forth above which are applicable to Interim Period Service, if any, and service provided to Shipper under the Transportation Agreement during the Primary Term, and unless otherwise expressly provided in this Agreement or agreed to in writing by FEP, Shipper shall also pay FEP all other applicable maximum rates, charges, surcharges, and penalties of any nature set forth in FEP's Tariff, including without limitation all applicable maximum: (i) Fuel Gas, Lost and Unaccounted For Gas, and Booster Compression Fuel charges; (ii) authorized and unauthorized overrun charges; and (iii) reservation and commodity charges.

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) for a minimum term of five (5) years, at the Fixed Negotiated Monthly Base Reservation Rate and the Fixed Negotiated Base Commodity Rate set forth in Section 1.2 of this Agreement (collectively, the "Initial Rates"), or at negotiated rates equal to all applicable then-existing maximum recourse rates; or (ii) for a term of one (1) year, at Shipper's Initial Rates (collectively, the "Rollover Right"). 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. Such contractual right-of-first-refusal 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"), provided, however, that if Shipper's rating is at BBB- or Baa3 and the short-term or long-term outlook is Negative, FEP may require further analysis as discussed below; and (ii) the sum of reservation fees, commodity fees and any other associated fees and charges for the contract term is less than 15% 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) If Shipper does not meet the criteria described above, then Shipper may request that FEP evaluate its creditworthiness based upon the level of service requested relative to the Shipper's current and future ability to meet its obligations. Further, if Shipper's creditworthiness does not meet any of the foregoing criteria Shipper will be considered creditworthy if Shipper maintains and delivers to FEP an irrevocable guaranty of payment in form acceptable to FEP, or an irrevocable letter of credit from a financial institution rated at least A- by S&P or at least A3 by Moody's, in a form acceptable to FEP, in either case of the Guaranty or the letter of credit in an amount equal to five (5) months of reservation fees and commodity fees. The obligation to maintain such credit assurance shall extend until such time as Shipper is deemed creditworthy as defined herein. Shipper shall provide the Guaranty or the letter of credit within twenty (20) days of written notice by FEP. Subsequently, in the event of the occurrence of a Material Adverse Change, Shipper shall cause the amount of such Guaranty or the letter of credit to be increased to a total of twelve (12) months of reservation fees and commodity fees. For purposes hereof, the term "Material Adverse Change" shall mean, either (i) Shipper has failed to meet one of the financial covenants in its principal unsecured corporate revolving credit agreement, or (ii) Shipper is otherwise declared to be in default of the terms of the revolving credit agreement by one of the banks party to the revolving credit agreement, and such failure to meet the financial covenant or the declared default is not cured within thirty (30) days or within the time allowed by the banks for cure, if any. The term "revolving credit agreement" refers to that certain Amended and Restated 5-Year Revolving Credit Agreement dated as of April 1, 2005, between Shipper and JPMorgan Chase Bank, N.A., and the Lenders Party thereto, as such agreement may be amended from time to time, or any replacement credit agreement. Shipper shall provide FEP's Credit Department with the same quarterly certificates demonstrating compliance with the financial covenants as are required to be delivered to the banks party to the revolving credit agreement, together with the certificate stating whether Shipper is otherwise in compliance with the provisions of the revolving credit agreement.

(c) The creditworthiness requirements set forth in this Section 4.5 shall apply to any assignment (in whole or in part) of, and to any permitted permanent release of capacity under, as applicable, the Transportation Agreement for the term of the Transportation Agreement. FEP shall apply consistent evaluation practices to all similarly situated shippers to determine the shipper's financial ability to perform the payment obligations due to FEP over the term of the requested or existing service agreement.

4.6 Succession and Assignment. At any time prior to the Effective Date of the Transportation Agreement, Shipper may wholly assign the Transportation Agreement to any affiliated third party at any time, subject to any such assignee's compliance with the creditworthiness requirements set forth in Section 4.5 above. As of the Effective Date of the Transportation Agreement, the Transportation Agreement may only be assigned in accordance with the express provisions of FEP's Tariff, including 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 special rights which apply to Shipper under the terms of this Agreement, other than an assignment in

whole of the Transportation Agreement. 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.