

MIDCONTINENT EXPRESS PIPELINE LLC

July 3, 2018

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

Re: Midcontinent Express Pipeline LLC
Negotiated Rate Filings – Chesapeake and BCE-Mach
Docket No. RP18-

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the regulations of the Federal Energy Regulatory Commission (“Commission” or “FERC”), Midcontinent Express Pipeline LLC (“MEP”) hereby submits for filing with the Commission an amendment to an existing non-conforming negotiated rate Transportation Rate Schedule FTS agreement between MEP and Chesapeake Energy Marketing, L.L.C. (“CEM”) (“Amended Agreement”) and the addition of a conforming negotiated rate Transportation Rate Schedule FTS Agreement between MEP and BCE-Mach LLC (“Mach”) (“New Agreement”). Accordingly, MEP hereby submits for filing, as part of its First Revised Volume No. 1 FERC Gas Tariff (“Volume No. 1”) and its Original Volume No. 2 Tariff (“Volume No. 2”) the following tariff records proposed to be effective July 1, 2018:

First Revised Volume No. 1
Fifth Revised Sheet No. 21
Fourth Revised Sheet No. 25

Original Volume No. 2
Part 2.4 Version 2.0.0
Part 4.1 Version 6.0.0

Pursuant to Docket No. RP09-136-000, MEP has authority to negotiate rates in accordance with the Commission’s Policy Statement on the Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Pipelines, issued January 31, 1996 in Docket No. RM95-6-000.¹

¹ 74 FERC ¶ 61,076 (1996).

Statement of Nature, Reasons and Basis

The purpose of this filing is to reflect the permanent release of 100,000 Dth of capacity from Chesapeake to Mach to be effective July 1, 2018. The Amended Agreement includes no changes to the previously approved non-conforming provisions. The New Agreement does not deviate in any material respect from the form of service agreement in MEP's FERC Gas Tariff. Pursuant to Section 30 of the General Terms and Conditions of MEP's tariff, MEP is submitting the Amended Agreement in Volume No. 2, Part 4.1 Version 6.0.0 and the New Agreement is being submitted in Volume No. 2, Part 2.4 Version 2.0.0. In addition, these changes are reflected in Volume No. 1 in Fifth Revised Sheet No. 21 (Statement of Negotiated Rate Transactions) and Fourth Revised Sheet No. 25 (Statement of Negotiated Rate Transactions).

MEP asks the Commission to accept this tariff filing and permit the proposed tariff records and Mach Agreement to become effective July 1, 2018.

Procedural Matters

MEP respectfully requests waiver of 18 C.F.R. Part 154.207 and any other waivers of the Commission's regulations, to the extent necessary, to permit the proposed tariff records in Volume No. 1 and Volume No. 2 to become effective July 1, 2018.

Materials Enclosed

In accordance with 18 C.F.R. Part 154.7(a) (1) of the Commission's regulations, MEP states that the following items are included in this filing:

An eTariff XML filing package, filed as a zip (compressed) file, containing:

1. This transmittal letter; and
2. Clean version of the tendered tariff records in PDF format in Appendix A, and
3. Marked redlined version of the tendered tariff records in PDF format in Appendix B.

Service

The undersigned certifies that a copy of this filing has been served pursuant to 18 C.F.R. § 154.208 on MEP's customers and interested state regulatory commissions.

Communications

Correspondence and communications concerning this filing should be sent to each of the following persons and that each should be included on the Commission's service list for this filing:

Karen Z. Ferazzi, Esq.
General Counsel, Asst.
Midcontinent Express Pipeline LLC
1001 Louisiana St., Suite 1000
Houston, TX 77002
(713) 369-9354
karen_ferazzi@kindermorgan.com

T. Brooks Henderson
Director, Rates & Regulatory
Midcontinent Express Pipeline LLC
569 Brookwood Village, Suite 749
Birmingham, AL 35209
(205) 325-3843
brooks_henderson@kindermorgan.com

MEP also requests that copies be sent to:

Thomas E. Knight, Esq.
Locke Lord LLP
701 8th Street, N.W.
Suite 700
Washington, D.C. 20001
(202) 220-6900
tknight@lockelord.com

Michael T. Langston
VP & Chief Regulatory Officer
Energy Transfer Partners, L.P.
1300 Main St.
Houston, TX 77002
(713) 989-7610
michael.langston@energytransfer.com

Blair Lichtenwalter
Sr. Director - Regulatory
Energy Transfer Partners, L.P.
1300 Main St.
Houston, TX 77002
(713) 989-2605
blair.lichtenwalter@energytransfer.com

Pursuant to 18 C.F.R. § 154.4(b) and § 385.2005 (a)(2) of the Commission's regulations, the undersigned, having full power and authority to execute this filing, has read this filing and knows its contents, and the contents are true as stated, to the best knowledge and belief of the undersigned.

Very truly yours,

/s/ T. Brooks Henderson
T. Brooks Henderson
Director, Rates & Regulatory
Midcontinent Express Pipeline LLC

CERTIFICATE OF SERVICE

I hereby certify that I have served the foregoing document upon all customers of Midcontinent Express Pipeline LLC and all interested state commissions this 3rd day of July, 2018.

/s/ T. Brooks Henderson
Brooks Henderson
Director, Rates & Regulatory
Midcontinent Express Pipeline LLC

APPENDIX A

Midcontinent Express Pipeline LLC

Tendered Tariff Records
To Be Effective July 1, 2018

First Revised Volume No. 1

Fifth Revised Sheet No. 21
Fourth Revised Sheet No. 25

Original Volume No. 2

Part 2.4 Version 2.0.0

Part 4.1 Version 6.0.0

STATEMENT OF NEGOTIATED RATE TRANSACTIONS
PURSUANT TO SECTION 30

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Term of Contract</u>	<u>Volume (Dth/d)</u>	<u>Reservation Charge</u>	<u>Commodity Charge(s)</u>	<u>Primary Receipt Point(s) / PIN No(s).</u>	<u>Primary Delivery Point(s) / PIN No(s).</u>
Chesapeake Energy Marketing, L.L.C.	FTS	8/01/2009 through 7/31/2019 1/	165,000 1/	1/	1/	1/	1/

1/ This information is set out in the executed Transportation Rate Schedule FTS Agreement and corresponding Negotiated Rate Exhibit, which are contained in MEP's Original Volume No. 2.

**STATEMENT OF NEGOTIATED RATE TRANSACTIONS
PURSUANT TO SECTION 30**

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Term of Contract</u>	<u>Volume (Dth/d)</u>	<u>Reservation Charge</u>	<u>Commodity Charge(s)</u>	<u>Primary Receipt Point(s) / PIN No(s).</u>	<u>Primary Delivery Point(s) / PIN No(s).</u>
BCE-Mach LLC 2/	FTS	07/01/2018 through 07/31/2019	100,000	1/	1/	1/	1/

-
- 1/ This information is set out in the executed Transportation Rate Schedule FTS Agreement and corresponding Negotiated Rate Exhibit, which are currently on file with the FERC.
- 2/ The Transportation Rate Schedule FTS Agreement does not deviate in any material respect from the applicable form of service agreement in MEP's FERC Gas Tariff.

Contract No. 214570-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 27, 2018
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: BCE-MACH LLC a PRODUCER
2. MDQ totals: 100,000 Dth per Day. (Specify any seasonal and/or variable terms and quantities).
3. TERM: July 1, 2018 through July 31, 2019.
4. Service will be ON BEHALF OF:
☒ Shipper or
☐ Other: a _____
5. The ULTIMATE END USERS are (check one):
☐ customers of the following LDC/pipeline company(ies): _____
☐ customers in these states: _____; or
☒ customers within any state in the continental U.S.
6. ☐ This Agreement supersedes and cancels a _____ Agreement dated _____
☐ Capacity rights for this Agreement were released from _____
☒ [for firm service only] Service and reservation charges commence the later of:

(a) July 1, 2018, and
(b) the date capacity to provide the service hereunder is available on MEP's System.
☐ Other: _____
7. SHIPPER'S ADDRESSES

BCE-MACH LLC
DANIEL REINEKE
14201 WIRELESS WAY
SUITE 300
OKLAHOMA CITY, OK 73134
- MEP'S ADDRESSES

MIDCONTINENT EXPRESS PIPELINE LLC
ATTENTION: ACCOUNT SERVICES
1001 LOUISIANA STREET
SUITE 1000
HOUSTON, TEXAS 77002

Payments:

FOR WIRE TRANSFER:

MIDCONTINENT EXPRESS PIPELINE LLC
JPMORGAN CHASE NEW YORK, NY 10004

ABA # 021 000 021

ACCOUNT # 216 872 553

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 27, 2018
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

8. Any or all of the following provisions may be included (where applicable) in the FTS or ITS Agreement and/or in any related Negotiated Rate, Negotiated Rate Formula or Discount contracts, if any:
- a. (DISCOUNTED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Notwithstanding any other provision of this Agreement, in no event shall a discounted rate billed by MEP be less than the applicable minimum rate or more than the applicable maximum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.
 - b. (NEGOTIATED RATE AGREEMENTS ONLY) 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 MEP to Shipper for the term of the Agreement notwithstanding any otherwise applicable maximum or minimum rates set forth in MEP's FERC Gas Tariff as may be revised from time to time.
 - c. (DISCOUNTED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the discounted rate(s) apply, unless the relevant discounted rate billed to Shipper exceeds the corresponding applicable effective maximum rates set forth in MEP's FERC Gas Tariff, as approved by the FERC from time to time.
 - d. (NEGOTIATED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP 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 MEP's FERC Gas Tariff, as may be revised from time to time.
 - e. (NEGOTIATED RATE AGREEMENTS ONLY) Shipper and MEP understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under MEP's FERC Gas Tariff and the regulations and policies of the FERC, including without limitation any requirements for MEP to file for and receive FERC approval of the Negotiated Rates.
 - f. 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.
 - g. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either MEP 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.

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 27, 2018
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

- h. **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 MEP without the prior express written consent of MEP. The Agreement may be assigned by MEP to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, which shall include Kinder Morgan Energy Partners, LP or any affiliate of Kinder Morgan Energy Partners, LP.
- i. **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 MEP or Shipper.
- j. **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.
- k. **Effect of Tariff.** This Agreement shall at all times be subject to all applicable provisions of MEP's FERC Gas Tariff. In the event of any conflict between this Agreement and the terms of Rate Schedule FTS and ITS, the terms of this Agreement shall govern as to the point of conflict.
- l. **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.**
- m. **Entire Agreement.** This Agreement contains the entire agreement between MEP 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 MEP and Shipper which expressly refers to this Agreement.

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 27, 2018
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

9. 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 MEP if MEP must provide them to the FERC.

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
MEP

BCE-MACH LLC
SHIPPER

/s/: _____

/s/: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

Janice H. Parker
Vice President, Commercial

EXHIBIT A
DATED June 27, 2018
EFFECTIVE DATE July 1, 2018

Company: BCE-MACH LLC

Contract No.: 214570-FTSMEP

Receipt Point(s):
[FTS Only]

<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth) 1/</u>
PRIMARY RECEIPT POINT(S):				
1. EMP-EOIT/MEP WAYNOKA PLANT BRYAN	BRYAN	OK	44601	50000
2. EMP-EOIT/MEP ROSE VALLEY BRYAN	BRYAN	OK	47607	50000

SECONDARY RECEIPT POINT(S):

All secondary receipt points, and the related priorities and volumes, as provided under the Tariff provisions governing this Agreement.

Receipt Pressure, Assumed Atmospheric Pressure

Gas to be delivered to MEP at the Receipt Point(s) shall be at the pressure prevailing on MEP's System at that point, but shall not in excess of the Maximum Allowable Operating Pressure (MAOP) stated for each Receipt Point in MEP's Catalog of Points. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Receipt Point(s).

Rates

The rates shall be the applicable maximum rate and other applicable lawful charges except as otherwise provided in a separate written agreement. Such agreement shall be consistent with Section 34 or 30 of this Tariff (relating to discounts and to negotiated rates, respectively).

Fuel Gas and Unaccounted For Gas Percentages (%)

Shipper will be assessed the applicable percentages for Fuel Gas, for Booster Compression fuel and for Unaccounted For Gas unless MEP and Shipper mutually agree on monetary reimbursement.

1/ (Specify monthly variations if applicable)

EXHIBIT B
DATED June 27, 2018
EFFECTIVE DATE July 1, 2018

Company: BCE-MACH LLC

Contract No.: 214570-FTSMEP

Delivery Point(s):
[FTS Only]

<u>Name/Location</u>	<u>County/Parish Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth) 1/</u>
PRIMARY DELIVERY POINT(S):				
1. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	100000

SECONDARY DELIVERY POINT(S):

All secondary delivery points, and the related priorities and volumes, as provided under the Tariff provisions governing this Agreement.

Delivery Pressure, Assumed Atmospheric Pressure

Gas to be delivered by MEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be at the pressures available in MEP's pipeline facilities from time to time. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Delivery Point(s).

1/ (Specify monthly variations if applicable)

EXHIBIT C
DATED June 27, 2018
EFFECTIVE July 1, 2018

MIDCONTINENT EXPRESS PIPELINE LLC
NEGOTIATED RATE AGREEMENT

Company: BCE-MACH LLC

Contract No.: 214570-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

- 1.1 Negotiated Rate Term: From July 1, 2018, through July 31, 2019.
- 1.2 Negotiated Rates:
 - A. Negotiated Rates for Zones 1 and 2, as such Zones are defined in MEP's FERC Gas Tariff, as may be revised from time to time ("Tariff"):
 - (a) Negotiated Monthly Base Reservation Rate for Zone 1: \$7.6042/Dth of MDQ per month (equal to \$0.25/Dth per day on a 100% load factor basis) for service provided between any points in Zone 1, and
 - (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$5.1708/Dth of MDQ per month (equal to \$0.17/Dth per day on a 100% load factor basis) for service provided between any points in Zone 2, and
 - (c) Negotiated Base Commodity Rate: \$0.00/Dth of MDQ for service provided in both Zones 1 and 2.
 - B. Negotiated Rates for Leased Capacity ("Leased Capacity") on the Enable pipeline system, as such capacity is defined in MEP's Tariff:
 - (a) Negotiated Base Reservation Rate at the Enable Rose Valley and Enable Waynoka Plant: \$0.17/Dth per day for 100,000 Dth/d of firm capacity at the Enable Rose Valley (pin 47607) and Enable Waynoka Plant (pin 44601), plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Bennington; and
 - (b) Negotiated Base Commodity Rate: \$0.00/Dth.
Shipper shall also pay MEP all Lease Capacity Activity charges and charges for fuel and gas lost and unaccounted for that are assessed by Enable to MEP in accordance with the lease applicable to the Leased Capacity and pursuant to MEP's Tariff.
- 1.3 Eligible Firm Transportation Quantity:
As set forth below as capacity paths:

100,000 Dth per day from the Enable Rose Valley (pin 47607) and Enable Waynoka Plant (pin 44601) to Enable-Bennington (pin 44438), plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Enable-Bennington.
100,000 Dth per day in Zones 1 and 2.

1.4 Eligible Primary Receipt Points:

NAME	PIN	Eligible Point (MDQ) (Dth/day)
Enable Rose Valley	47607	50,000
Enable Waynoka Plant	44601	50,000

1.5 Eligible Secondary Receipt Points:

The Zone 1 and Zone 2 Negotiated Rates shall apply to all service provided on a firm basis from all secondary receipt points in Zone 1 and Zone 2 within the primary path of service.

1.6 Eligible Primary Delivery Points:

NAME	PIN	Eligible Point (MDQ) (Dth/day)
Transco Choctaw	44451	100,000

1.7 Eligible Secondary Delivery Points. The Zone 1 and Zone 2 Negotiated Rates shall apply to all service provided on a firm basis to all secondary delivery points in Zone 1 and Zone 2 within the primary path of service.

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

2.1 General Negotiated Rate Limitations. The Negotiated Rates shall apply only to: (i) service provided to Shipper by MEP under the Transportation Agreement from the Eligible Receipt Points to the Eligible Delivery Points; and (ii) an aggregate maximum daily firm transportation quantity equal to the Eligible Firm Transportation Quantity set forth in Article 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 the Shipper's applicable Negotiated Rate for Zone 1, Zone 2, and/or the Leased Capacity; and (b) the 100% load factor daily rate equivalent of the applicable maximum base reservation and base commodity rates set forth in the Tariff, as well as all applicable additional rates, charges and surcharges described in Article 2.3 below.

2.2 Discountable Third Party Surcharges. From time to time, certain reservation and/or commodity surcharges may be approved by the FERC for inclusion in MEP's FERC Gas Tariff which MEP is: (i) required to collect from Shipper and remit to the FERC or to another third party; and (ii) permitted to discount the amount of such surcharge from the applicable maximum rate set forth in MEP's FERC Gas Tariff ("Discountable Third Party Surcharges"). MEP shall discount any

particular Discountable Third Party Surcharge to the maximum extent permitted under the provisions of MEP's FERC Gas Tariff. Shipper shall only be responsible for payment to MEP of any portion of such Discountable Third Party Surcharge which MEP is not permitted to discount and for which MEP bills Shipper. To the extent any Discountable Third Party Surcharge is approved by the FERC for inclusion in MEP's Tariff during the term hereof, MEP shall discount such Discountable Third Party Surcharge(s) to the maximum extent permitted under the provisions of its FERC Gas Tariff but not below the amount of such Discountable Third Party Surcharge(s) that MEP is required to remit. Accordingly, Shipper shall be responsible for and pay to MEP the amount attributable to such Discountable Third Party Surcharge(s) which MEP is responsible for paying and remitting to the FERC and/or third party.

- 2.3 Additional Rates, Charges, and Surcharges. Unless otherwise expressly provided in this Agreement or agreed to in writing by MEP, Shipper shall also pay MEP all other applicable maximum rates, charges, surcharges, and penalties of any nature set forth in the Tariff, including without limitation all applicable (i) Fuel, booster fuel, and Gas Lost and Unaccounted For charges; (ii) maximum authorized and unauthorized overrun charges; (iii) maximum reservation charges and surcharges; (iv) maximum commodity charges and surcharges; (v) applicable maximum ACA surcharges, and (vi) Leased Capacity Activity charges.

Contract No. 553378

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED August 1, 2009
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: Chesapeake Energy Marketing, L.L.C., a producer.
2. MDQ totals: The MDQ is set forth below as capacity paths, each expressed as Dth per Day.

65,000 Dth per day from the Enable West Pool to Bennington, plus capacity necessary to transport gas for reimbursement of MEP's Fuel Charges downstream of Bennington; and

65,000 Dth per day from Bennington to the interconnections with the Natural Gas Pipeline Company of America LLC ("Natural") pipeline system at Natural's Compressor Station 802 in Lamar County, Texas and the Energy Transfer Partners, L.P. ("ETC") pipeline system near Station 802 (the "Natural/ETC Interconnects"); and

165,000 Dth per day from Natural/ETC Interconnects to the point of interconnection with the Columbia Gulf Transmission pipeline system near Waverly, Louisiana (the CGT Interconnect"); and

121,000 Dth per day in Zone 2.
3. TERM: For a Primary Term commencing August 1, 2009 through July 31, 2019 ("Primary Term").
4. Service will be ON BEHALF OF:

 X Shipper or

 Other: _____, a _____
5. The ULTIMATE END USERS are (check one):

 customers of the following LDC/pipeline company (ies): _____;

 customers in these states: _____; or

 X customers within any state in the continental U.S
6. This Agreement supersedes and cancels a _____ Agreement dated.
 Capacity rights for this Agreement were released from _____.
 [for firm service only] Service and reservation charges commence the later of:
 (a) _____, and
 (b) the date capacity to provide the service hereunder is available on MEP's System.
 X Other: This Agreement amends and restates Shipper's Contract No. 553378 effective July 1, 2018.
7. SHIPPER'S ADDRESSES

MEP'S ADDRESSES

For General Correspondence

Chesapeake Energy Marketing, L.L.C.
Attention: Gas Contract Administration
P.O. Box 18496
Oklahoma City, Oklahoma 73154-0496

Midcontinent Express Pipeline LLC
Attention: Account Services
1001 Louisiana Street, Suite 1000
Houston, Texas 77002

For Statements/Invoices/Accounting/Related Matters:

Chesapeake Energy Marketing, L.L.C.
Attention: CEMI/Dory Douglas
P.O. Box 18496
Oklahoma City, Oklahoma 73154-0496

Midcontinent Express Pipeline LLC
Attention: Account Services
1001 Louisiana Street, Suite 1000
Houston, Texas 77002

For Wire Transfer to MEP:

Wells Fargo Bank, NA
1000 Louisiana
Houston, TX 77002
ABA # 121 000 248
Account # 412 147 2559

8. Any or all of the following provisions may be included (where applicable) in the FTS or ITS Agreement and/or in any related Negotiated Rate, Negotiated Rate Formula or discount contracts, if any:
- a. (DISCOUNTED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Notwithstanding any other provision of this Agreement, in no event shall a discounted rate billed by MEP be less than the applicable minimum rate or more than the applicable maximum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.
 - b. (NEGOTIATED RATE AGREEMENTS ONLY) 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 MEP to Shipper for the term of the Agreement notwithstanding any otherwise applicable maximum or minimum rates set forth in MEP's FERC Gas Tariff as may be revised from time to time.
 - c. (DISCOUNTED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the discounted rate(s) apply, unless the relevant discounted rate billed to Shipper exceeds the corresponding applicable effective maximum rates set forth in MEP's FERC Gas Tariff, as approved by the FERC from time to time.
 - d. (NEGOTIATED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP 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 MEP's FERC Gas Tariff, as may be revised from time to time.
 - e. (NEGOTIATED RATE AGREEMENTS ONLY) Shipper and MEP understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under MEP's FERC Gas Tariff and the regulations and policies of the FERC, including without limitation any requirements for MEP to file for and receive FERC approval of the Negotiated Rates.
 - f. 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.

g. **Nonwaiver of Rights.** No delay or failure to exercise any right or remedy accruing to either MEP 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.

h. **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 MEP without the prior express written consent of MEP, 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 MEP. The Agreement may be assigned by MEP to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, which shall include Kinder Morgan Energy Partners, LP or any affiliate of Kinder Morgan Energy Partners, LP.

i. **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 MEP or Shipper.

j. **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.

k. **Effect of Tariff.** This Agreement shall at all times be subject to all applicable provisions of MEP's FERC Gas Tariff.

l. 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.

m. **Entire Agreement.** This Agreement contains the entire agreement between MEP 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 MEP and Shipper which expressly refers to this Agreement.

9. 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 MEP if MEP must provide them to the FERC.

Agreed to by:

Midcontinent Express Pipeline LLC

Chesapeake Energy Marketing, L.L.C.

/s/: _____

/s/: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

EXHIBIT A
DATED June 27, 2018
EFFECTIVE July 1, 2018

Company: Chesapeake Energy Marketing, L.L.C.

Contract No.: 553378

Receipt Point(s):
[FTS Only]

<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth)</u>
PRIMARY RECEIPT POINT(S):				
Enable/MEP West Pool Bryan	Bryan	OK	44599	65,000 1, 2
HPL/MEP Lamar	Lamar	TX	44440	100,000

1 This quantity will be increased by the capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Bennington.

2 To the extent MEP receives a credit against Monthly Lease Charges under MEP's Capacity Lease Agreement with Enable due to Enable's failure to make available the Leased Capacity (including firm Receipt Point Capacity), MEP will flow-through credits of Leased Capacity Charges applicable to Shipper up to its MDQ; provided however, that for purposes of providing reservation charge credits, pursuant to Section 2.2 (d) of MEP's FERC Gas Tariff, on MEP's Zone 1 and Zone 2 during an outage of the Leased Capacity, Shipper and MEP agree that no reservation charge credits will be provided on MEP's Zone 1 and Zone 2 to the extent Enable makes available a total volume of 65,000 Dth/day at the West Pool point of receipt, that can be transported through the Leased Capacity.

SECONDARY RECEIPT POINT(S):

All secondary receipt points, and the related priorities and volumes, as provided under the Tariff provisions governing this Agreement.

Receipt Pressure, Assumed Atmospheric Pressure

Gas to be delivered to MEP at the Receipt Point(s) within the Leased Capacity must meet the gas quality standards established by Enable for its pipeline system. Gas to be delivered to MEP at the Receipt Point(s) shall be at the pressure prevailing on MEP's System at that point, but shall not in excess of the Maximum Allowable Operating Pressure (MAOP) stated for each Receipt Point in MEP's Catalog of Points. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Receipt Point(s).

Rates

The rates shall be the applicable maximum rate and other applicable lawful charges except as otherwise provided in a separate written agreement. Such agreement shall be consistent with Section 34 or 30 of this Tariff (relating to discounts and to negotiated rates, respectively).

Fuel Gas and Unaccounted For Gas Percentages (%)

Shipper will be assessed the applicable percentages for Fuel Gas, for Booster Compression fuel and for Unaccounted For Gas unless MEP and Shipper mutually agree on monetary reimbursement.

EXHIBIT B
DATED June 27, 2018
EFFECTIVE July 1, 2018

Company: Chesapeake Energy Marketing, L.L.C.

Contract No.: 553378

Delivery Point(s):
[FTS Only]

<u>Name/Location</u>	<u>County/Parish Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth)</u>
PRIMARY DELIVERY POINT(S):				
Columbia Gulf Pipeline	Madison	LA	44445	44,000
Transco Gas Pipe Line	Choctaw	AL	44451	121,000

SECONDARY DELIVERY POINT(S):

All secondary delivery points, and the related priorities and volumes, as provided under the Tariff provisions governing this Agreement.

Delivery Pressure, Assumed Atmospheric Pressure

Gas to be delivered by MEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be at the pressures available in MEP's pipeline facilities from time to time. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Delivery Point(s).

EXHIBIT C
DATED June 27, 2018
EFFECTIVE July 1, 2018

MIDCONTINENT EXPRESS PIPELINE LLC

NEGOTIATED RATE AGREEMENT

Company: Chesapeake Energy Marketing, L.L.C.

Contract No.: 553378

ARTICLE 1.
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From July 1, 2018 through July 31, 2019.

1.2 Negotiated Rates:

A. Negotiated Rates for Zones 1 and 2, as such Zones are defined in MEP's FERC Gas Tariff, as may be revised from time to time ("Tariff"):

- (a) Negotiated Monthly Base Reservation Rate for Zone 1: \$7.6042/Dth of MDQ (equal to \$0.25/Dth per day on a 100% load factor basis) for service provided between any points in Zone 1 (the "Zone 1 Initial Rate"), and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$5.1708/Dth of MDQ (equal to \$0.17/Dth per day on a 100% load factor basis) for service provided between any points in Zone 2 (the "Zone 2 Initial Rate"), and
- (c) Negotiated Base Commodity Rate: \$0.00/Dth of MDQ for service provided in both Zones 1 and 2.

For any service between Zones 1 and 2, Shipper shall pay the Zone 1 Initial Rate and the Zone 2 Initial Rate.

B. Negotiated Rates for Leased Capacity ("Leased Capacity") on the Enable pipeline system, as such capacity is defined in MEP's Tariff:

- (a) Negotiated Base Reservation Rate at the Enable West Pool: \$0.15/Dth per day for 65,000 Dth/d of firm capacity at the Enable West Pool, plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Bennington; and
- (c) Negotiated Base Commodity Rate: \$0.00/Dth.

Shipper shall also pay MEP all Lease Capacity Activity charges and charges for fuel and gas lost and unaccounted for that are assessed by Enable to MEP in accordance with the lease applicable to the Leased Capacity and MEP's Tariff.

1.3 Eligible Firm Transportation Quantity: As set forth below as capacity paths:

65,000 Dth per day from the Enable West Pool to Bennington, plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Bennington.

65,000 Dth per day from Bennington to the Natural/ETC Interconnects.

165,000 Dth per day from Natural/ETC Interconnects to the CGT Interconnect.

121,000 Dth per day in Zone 2.

1.4 Eligible Primary Receipt Points:

NAME	PIN	Eligible Point (MDQ (Dth/day)
Enable West Pool	44599	65,000
Energy Transfer Pipeline	44440	100,000

1.5 Eligible Secondary Receipt Points for the Primary Term of the Transportation Agreement.

Eligible Secondary Receipt Points for Zones 1 and 2. Shipper's Zone 1 and Zone 2 Initial Rates defined herein shall apply to all service provided on a firm basis at the following secondary receipt points: all secondary receipt points in Zone 1 and Zone 2 (as such Zones are defined in the General Terms and Conditions of the Tariff) or, in the event of any future extensions of the MEP Pipeline, to secondary receipt points located within twenty-five (25) miles of Shipper's primary receipt points set forth in the Transportation Agreement as of the Effective Date, as well as to all firm transportation service provided to Shipper in either Zone in accordance with Shipper's capacity segmentation rights, to the extent there is no overlap of firm capacity paths because of such segmentation. Shipper's Zone 1 and Zone 2 Initial Rates shall also apply to all firm transportation service provided to Shipper in Zone 1 or Zone 2 in accordance with Shipper's use of such capacity segmentation rights under the Tariff.

1.6 Eligible Primary Delivery Points:

NAME	PIN	Eligible Point (MDQ (Dth/day)
Columbia Gulf Transmission	44445	44,000
Transco Gas Pipe Line	44451	121,000

1.7 Eligible Secondary Delivery Points for the Primary Term of the Transportation Agreement. Shipper's Zone 1 and Zone 2 Initial Rates shall apply to all service provided on a firm basis to the following secondary delivery points: all secondary delivery points in Zone 1 and Zone 2 or, in the event of any future extensions of the MEP Pipeline, to such points located within twenty-five (25) miles of Shipper's primary delivery points set forth in the Transportation Agreement as of the Effective Date as well as to all firm transportation service provided to Shipper in either Zone in accordance with Shipper's capacity segmentation rights, to the extent there is no overlap of firm capacity paths because of such segmentation. Shipper's Initial Rates for Zones 1 and 2 shall also apply to all firm transportation service provided to Shipper in Zone 1 or Zone 2 in accordance with Shipper's use of such capacity segmentation rights under the Tariff.

1.8 Primary Point Changes. Shipper shall have the right to change any of its primary receipt or primary delivery points in Zone 1 or Zone 2 to other primary receipt or delivery points within the same Zone or, in the event of any future extensions of the MEP Pipeline, to such points located within twenty-five (25) miles of Shipper's primary delivery points set forth in the Transportation Agreement as of the Effective Date, with no change in Shipper's Zones 1 and 2 Initial Rates, subject to capacity availability and the provisions of the Tariff.

- 1.9 Segmentation Rights. Shipper shall have segmentation rights in Zone 1 and Zone 2 in accordance with MEP's Tariff, and such segmentation rights as may be agreed upon by MEP, and approved by the FERC, for service provided through the Leased Capacity. Segmentation solely at the point level shall not constitute an overlap of Shipper's firm capacity paths.
- 1.10 MEP will not be required to provide reservation charge credits in Zone 1 and Zone 2 under Section 2.2(d) of the General Terms and Conditions of MEP's Tariff (GT&C) for volumes Shipper nominates under the FTS Agreement but that MEP does not schedule during the first five (5) days of an outage on the Leased Capacity when such outage does not qualify for the 10-day Safe Harbor force majeure provision in GT&C Section 2.2(d)(2) of MEP's Tariff. The five (5)-day grace period will apply per each such outage on the Leased Capacity.

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

- 2.1 General Negotiated Rate Limitations. The Zone 1 Initial Rate, the Zone 2 Initial Rate, and the Negotiated Rates for Leased Capacity set forth in this Exhibit C shall apply only to: (i) service provided to Shipper by MEP under the Transportation Agreement from the Eligible Receipt Points to the Eligible Delivery Points during the Primary Term (and any subsequent extensions of the Term), as applicable; and (ii) an aggregate maximum daily firm transportation quantity equal to the Eligible Firm Transportation Quantity set forth in Article 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 the Shipper's applicable Zone 1 Initial Rate, Zone 2 Initial Rate, and the Negotiated Rates for Leased Capacity; and (b) the 100% load factor daily rate equivalent of the applicable maximum base reservation and base commodity rates set forth in the Tariff, as well as all applicable additional rates, charges and surcharges described in Article 2.3 below.
- 2.2 Discountable Third Party Surcharges. The rates to be charged for service under the Transportation Agreement shall include, in addition to the other rates set forth therein and in this Agreement, only those surcharges as the FERC may from time to time require MEP to charge, including but not limited to the ACA surcharge; provided, however, that MEP shall discount any such surcharges to the maximum extent permitted under MEP's FERC Gas Tariff. Except as otherwise agreed by the Parties, Shipper shall also pay MEP Authorized Overrun Service ("AOS") rates as set forth in Article 2.3 below. Shipper shall also pay all applicable imbalance and penalty charges under MEP's Tariff.
- 2.3 Additional Rates, Charges, and Surcharges. In addition to the Zone 1 Initial Rate, the Zone 2 Initial Rate, and the Negotiated Rates for Leased Capacity for service during the Primary Term (and any subsequent extensions of the Term), and unless otherwise expressly provided in this Agreement or agreed to in writing by MEP, Shipper shall also pay MEP all other applicable maximum rates, charges, surcharges, and penalties of any nature set forth in the Tariff, including without limitation all applicable (i) Fuel and Gas Lost and Unaccounted For charges pursuant to Article 2.4 below; (ii) applicable maximum authorized and unauthorized overrun charges equal to the 100% load factor daily equivalent of the applicable maximum monthly base reservation rate for each Zone and the Leased Capacity as set forth in the Tariff; (iii) applicable maximum reservation charges and surcharges; (iv) applicable maximum commodity charges and surcharges; (v) applicable maximum ACA surcharges, and (vi) Leased Capacity Activity charges as set forth in MEP's Tariff.

- 2.4 **Fuel Charge.** Shipper shall reimburse MEP for Fuel and Lost and Unaccounted For ("L&U") gas (collectively, "Fuel Charge") in accordance with the provisions of the Tariff; provided, however, that during the Primary Term of the Transportation Agreement and any extended term pursuant to Section 3 thereof, Shipper's combined Fuel Charge for Zones 1 and 2 shall not exceed one and two-tenths percent (1.2%) for any twelve (12) month period for Service from Bennington to Station 85 ("Fuel Cap"). The Fuel Cap does not apply with respect to any booster compression fuel associated with the receipt of gas into the MEP Pipeline at points of receipt located downstream of the interconnection with Natural Gas Pipeline Company of America LLC at Atlanta, Texas (Atlanta") that require such booster compression to deliver gas to the MEP Pipeline; provided that such booster compression does not increase the capacity of the MEP Pipeline Facilities and the related fuel shall not be included in any mainline fuel rates or any mainline fuel tracker mechanism. In addition, for service provided through the Leased Capacity, Shipper shall pay MEP all fuel and loss charges assessed by Enable to MEP from time to time in accordance with the Capacity Lease between Enable and MEP and the Tariff. Shipper's Fuel Charge under any firm transportation service agreement to which the Fuel Cap does not apply shall not reflect any Fuel Charges which were not recovered by MEP under any shippers' firm transportation service agreements to which a fuel cap does apply.
- 2.5 **IT and Penalty Revenue Crediting.** Shipper, as a Foundation Shipper (as defined in the Tariff), shall be entitled to participate in an interruptible transportation service ("IT") revenue crediting mechanism (exclusive of authorized overrun service ("AOS") and any interruptible service revenues other than MEP's Rate Schedule IT revenues) under which all Foundation Shippers (including Shipper) and Anchor Shippers (as defined in the Tariff) will receive a portion of MEP's net IT revenue for Zone 1 and/or Zone 2, as applicable. Under such crediting mechanism, at the beginning of each month, if the amount of firm capacity subscribed for such month in the relevant zone: (i) is equal to or greater than ninety percent (90%) of MEP's existing system capacity available for sale for such month in that zone, then all Foundation Shippers including Shipper, and Anchor Shippers, shall receive in aggregate 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 MEP for such month which is attributable to that zone; and (ii) is less than 90% of MEP's existing system capacity available for sale for such month, then all Foundation Shippers and Anchor Shippers shall receive in aggregate ten percent (10%) 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 MEP for such month which is attributable to that zone. Each Foundation Shipper and Anchor Shipper shall receive a share of the IT revenue for any month which is prorated based on each Foundation Shipper's and Anchor Shipper's effective Contract MDQ in Zone 1 or Zone 2, as applicable, during such month. Shipper shall also be entitled to receive, in accordance with the provisions of the Tariff, a credit for its pro rata share of any penalty revenues collected by MEP which negotiated rate shippers are permitted to receive under then-applicable FERC policy and the provisions of the Tariff. MEP shall at no time initiate a change to the Tariff which would materially adversely affect the rights of Shipper under this Article 2.5 in the reasonable exercise of Foundation Shipper's judgment.
- 2.6 **Resale Revenue Crediting.** MEP will attempt in good faith, using reasonable commercial efforts, to resell the 426,500 Dth of Zone 1 capacity relinquished by Shipper as a result of terminating FTS Agreement No. 554372 and by reducing capacity under this Transportation Agreement ("Relinquished Capacity"). MEP will pay Shipper 30% of the proceeds from any sales made to third parties (other than an affiliate of Shipper) between March 1, 2017 and July 31, 2019 of the Relinquished Capacity on a firm basis at the maximum applicable Tariff rates.

ARTICLE 3
MISCELLANEOUS PROVISIONS

- 3.1 **Credit.** Shipper must maintain creditworthiness as set forth below; provided, that to the extent the

following provisions of this Article 3.1 conflict with the Tariff, then this Article 3.1 shall control; and provided further, that any and all Creditworthiness provisions in the Tariff not addressed in this Article 3.1 shall apply to Shipper in addition to those set forth below.

(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, MEP 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 term of the Transportation Agreement 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 MEP's assessment of creditworthiness. In comparing the overall value of Shipper's contract to tangible net worth for credit evaluation purposes, MEP 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 MEP, 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 MEP evaluate its creditworthiness based upon the level of service requested relative to 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, with respect to Shipper's obligations and rights under the Transportation Agreement, Shipper maintains and delivers to MEP an irrevocable guaranty of payment from Chesapeake Energy Corporation ("CHK") in form acceptable to MEP ("CHK Guaranty") in an amount equal to all of Shipper's obligations, and potential obligations with respect to Preapproved Expansion Capacity and Expansion Capacity, (as defined in the Tariff) if Shipper has exercised its options with respect thereto. 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 December 11, 2006, at any time during the term of the Transportation Agreement, then within five (5) business days of such ratings decrease, unless such deadline is extended by MEP in its sole discretion, Shipper shall be required to provide MEP with, and at all times maintain in effect, a cash prepayment of \$18,000,000.00 as security for all of Shipper's obligations under the Transportation Agreement as well as under FTS Agreement No. 554254 (for Zone 2 Capacity) between Shipper and MEP. The obligation to maintain such credit assurance shall extend until such time as Shipper is deemed creditworthy as defined herein. Notwithstanding the provisions of Section 3.1(c) below, the credit assurance obligations applicable to any assignee or replacement shipper should be negotiated between MEP and such entity.

(c) The creditworthiness requirements set forth in this Article 3.1 shall apply to any permitted assignment (in whole or in part), and to any permitted permanent release, as applicable, of the Transportation Agreement, except that there shall be no requirement for a CHK Guaranty for any assignment or permanent release to an entity which is not affiliated with Shipper or CHK. Prior to the Effective Date of the Transportation Agreement, Shipper and its affiliates will enter into a netting agreement with MEP and affiliates of Kinder- Morgan that provides that in the event that Foundation Shipper fails to timely provide MEP with the credit support (which term shall not include the CHK Guaranty) in the amount required in this Article 3.1, MEP and such affiliates shall be entitled to net their respective payment obligations to Shipper or its affiliates solely to the extent of the amount of the deficiency of the credit support owed to MEP under this Article 3.1.

- 3.2 Available In-Service Capacity. For a period of five (5) years after the initial in- service date of the Pipeline from Bennington to Station 85, Shipper shall have the right to acquire any available unsubscribed firm capacity in Zone 1 And Zone 2 from either Bennington or the Natural/ETC Interconnects to Station 85, except for Preapproved Expansion Capacity or Expansion Capacity, as those terms are defined in the Tariff, for a minimum contract term equal to the then-remaining Primary Term of the Transportation Agreement at

Shipper's applicable Negotiated Rate, including the Fuel Cap, for capacity from Bennington or the Natural/ETC Interconnects to Station 85 (the "Zone 1 to Zone 2 Initial Rate"). Foundation Shipper must submit a request for any additional capacity under this Article 3.2, as may be posted by MEP from time to time on its interactive website, in accordance with the provisions of MEP's Tariff. MEP shall accept any such request, subject only to capacity availability and MEP not having received a higher value competing request for any capacity requested by Shipper which is still pending at the time of receipt of Shipper's request. MEP shall treat any such request as a prearranged bid for capacity under the provisions of its FERC Gas Tariff, as in effect from time to time, if MEP's FERC Gas Tariff requires MEP to conduct an open season before such capacity may be awarded to Shipper.

APPENDIX B

Marked Redlined Version of Tendered Tariff Records

**STATEMENT OF NEGOTIATED RATE TRANSACTIONS
PURSUANT TO SECTION 30**

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Term of Contract</u>	<u>Volume (Dth/d)</u>	<u>Reservation Charge</u>	<u>Commodity Charge(s)</u>	<u>Primary Receipt Point(s) / PIN No(s).</u>	<u>Primary Delivery Point(s) / PIN No(s).</u>
Chesapeake Energy Marketing, L.L.C.	FTS	8/01/2009 through 7/31/2019 1/	265,000 165,000	1/	1/	1/	1/ 1/

1/ This information is set out in the executed Transportation Rate Schedule FTS Agreement and corresponding Negotiated Rate Exhibit, which are contained in MEP's Original Volume No. 2.

~~Reserved for Future Use~~STATEMENT OF NEGOTIATED RATE TRANSACTIONS
PURSUANT TO SECTION 30

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Term of Contract</u>	<u>Volume (Dth/d)</u>	<u>Reservation Charge</u>	<u>Commodity Charge(s)</u>	<u>Primary Receipt Point(s) / PIN No(s).</u>	<u>Primary Delivery Point(s) / PIN No(s).</u>
BCE-Mach LLC 2/	FTS	07/01/2018 through 07/31/2019	100,000	1/	1/	1/	1/

- 1/ This information is set out in the executed Transportation Rate Schedule FTS Agreement and corresponding Negotiated Rate Exhibit, which are currently on file with the FERC.
- 2/ The Transportation Rate Schedule FTS Agreement does not deviate in any material respect from the applicable form of service agreement in MEP's FERC Gas Tariff.

~~Reserved for Future Use~~ Contract No. 214570-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 27, 2018
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: BCE-MACH LLC a PRODUCER
2. MDQ totals: 100,000 Dth per Day. (Specify any seasonal and/or variable terms and quantities).
3. TERM: July 1, 2018 through July 31, 2019.
4. Service will be ON BEHALF OF:
 X Shipper or
 Other: a
5. The ULTIMATE END USERS are (check one):
 customers of the following LDC/pipeline company(ies):
 customers in these states: ; or
 X customers within any state in the continental U.S.
6. This Agreement supersedes and cancels a Agreement dated
 Capacity rights for this Agreement were released from
 X [for firm service only] Service and reservation charges commence the later of:
 (a) July 1, 2018, and
 (b) the date capacity to provide the service hereunder is available on MEP's System.
 Other:
7. SHIPPER'S ADDRESSES MEP'S ADDRESSES
BCE-MACH LLC MIDCONTINENT EXPRESS PIPELINE LLC
DANIEL REINEKE ATTENTION: ACCOUNT SERVICES

<u>14201 WIRELESS WAY</u>	<u>1001 LOUISIANA STREET</u>
<u>SUITE 300</u>	<u>SUITE 1000</u>
<u>OKLAHOMA CITY, OK 73134</u>	<u>HOUSTON, TEXAS 77002</u>

<u>Payments:</u>
<u>FOR WIRE TRANSFER:</u>
<u>MIDCONTINENT EXPRESS PIPELINE LLC</u>
<u>JPMORGAN CHASE NEW YORK, NY 10004</u>
<u>ABA # 021 000 021</u>
<u>ACCOUNT # 216 872 553</u>

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 27, 2018
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

8. Any or all of the following provisions may be included (where applicable) in the FTS or ITS Agreement and/or in any related Negotiated Rate, Negotiated Rate Formula or Discount contracts, if any:
- a. (DISCOUNTED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Notwithstanding any other provision of this Agreement, in no event shall a discounted rate billed by MEP be less than the applicable minimum rate or more than the applicable maximum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.
 - b. (NEGOTIATED RATE AGREEMENTS ONLY) 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 MEP to Shipper for the term of the Agreement notwithstanding any otherwise applicable maximum or minimum rates set forth in MEP's FERC Gas Tariff as may be revised from time to time.
 - c. (DISCOUNTED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the discounted rate(s) apply, unless the relevant discounted rate billed to Shipper exceeds the corresponding applicable effective maximum rates set forth in MEP's FERC Gas Tariff, as approved by the FERC from time to time.
 - d. (NEGOTIATED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP 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 MEP's FERC Gas Tariff, as may be revised from time to time.
 - e. (NEGOTIATED RATE AGREEMENTS ONLY) Shipper and MEP understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under MEP's FERC Gas Tariff and the regulations and policies of the FERC, including without limitation any requirements for MEP to file for and receive FERC approval of the Negotiated Rates.
 - f. 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.
 - g. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either MEP 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.

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 27, 2018
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS (CON'T)

- h. 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 MEP without the prior express written consent of MEP. The Agreement may be assigned by MEP to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, which shall include Kinder Morgan Energy Partners, LP or any affiliate of Kinder Morgan Energy Partners, LP.
- i. 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 MEP or Shipper.
- j. 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.
- k. Effect of Tariff. This Agreement shall at all times be subject to all applicable provisions of MEP's FERC Gas Tariff. In the event of any conflict between this Agreement and the terms of Rate Schedule FTS and ITS, the terms of this Agreement shall govern as to the point of conflict.
- l. 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.
- m. Entire Agreement. This Agreement contains the entire agreement between MEP 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 MEP and Shipper which expressly refers to this Agreement.

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 27, 2018
UNDER SUBPART G OF PART 284
OF THE FERC’S REGULATIONS (CON’T)

9. 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 MEP if MEP must provide them to the FERC.

Agreed to by:

<u>MIDCONTINENT EXPRESS PIPELINE LLC</u>	<u>BCE-MACH LLC</u>
<u>MEP</u>	<u>SHIPPER</u>

<u>/s/:</u>	<u>/s/:</u>
-------------	-------------

<u>NAME:</u>	<u>NAME:</u>
--------------	--------------

<u>TITLE:</u>	<u>TITLE:</u>
---------------	---------------

<u>Janice H. Parker</u>
<u>Vice President, Commercial</u>

EXHIBIT A
DATED June 27, 2018
EFFECTIVE DATE July 1, 2018

Company: BCE-MACH LLC

Contract No.: 214570-FTSMEP

Receipt Point(s):
[FTS Only]

					<u>MDQ</u>
<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN No.</u>	<u>(Dth)</u>	<u>1/</u>
<u>PRIMARY RECEIPT POINT(S):</u>					
<u>1. EMP-EOIT/MEP WAYNOKA PLANT BRYAN</u>	<u>BRYAN</u>	<u>OK</u>	<u>44601</u>	<u>50000</u>	
<u>2. EMP-EOIT/MEP ROSE VALLEY BRYAN</u>	<u>BRYAN</u>	<u>OK</u>	<u>47607</u>	<u>50000</u>	

SECONDARY RECEIPT POINT(S):

All secondary receipt points, and the related priorities and volumes, as provided under the Tariff provisions governing this Agreement.

Receipt Pressure, Assumed Atmospheric Pressure

Gas to be delivered to MEP at the Receipt Point(s) shall be at the pressure prevailing on MEP's System at that point, but shall not in excess of the Maximum Allowable Operating Pressure (MAOP) stated for each Receipt Point in MEP's Catalog of Points. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Receipt Point(s).

Rates

The rates shall be the applicable maximum rate and other applicable lawful charges except as otherwise provided in a separate written agreement. Such agreement shall be consistent with Section 34 or 30 of this Tariff (relating to discounts and to negotiated rates, respectively).

Fuel Gas and Unaccounted For Gas Percentages (%)

Shipper will be assessed the applicable percentages for Fuel Gas, for Booster Compression fuel and for Unaccounted For Gas unless MEP and Shipper mutually agree on monetary reimbursement.

1/ (Specify monthly variations if applicable)

EXHIBIT B
DATED June 27, 2018
EFFECTIVE DATE July 1, 2018

Company: BCE-MACH LLC

Contract No.: 214570-FTSMEP

Delivery Point(s):
[FTS Only]

				MDQ
Name/Location	County/Parish Area	State	PIN No.	(Dth) 1/
<u>PRIMARY DELIVERY POINT(S):</u>				
1. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	100000

SECONDARY DELIVERY POINT(S):

All secondary delivery points, and the related priorities and volumes, as provided under the
Tariff provisions governing this Agreement.

Delivery Pressure, Assumed Atmospheric Pressure

Gas to be delivered by MEP to Shipper, or for Shipper's account, at the Delivery Point(s)
shall be at the pressures available in MEP's pipeline facilities from time to time. The measuring
party shall use or cause to be used an assumed atmospheric pressure corresponding to the
elevation at such Delivery Point(s).

1/ (Specify monthly variations if applicable)

EXHIBIT C
DATED June 27, 2018
EFFECTIVE July 1, 2018

MIDCONTINENT EXPRESS PIPELINE LLC
NEGOTIATED RATE AGREEMENT

Company: BCE-MACH LLC

Contract No.: 214570-FTSMEP

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From July 1, 2018, through July 31, 2019.

1.2 Negotiated Rates:

A. Negotiated Rates for Zones 1 and 2, as such Zones are defined in MEP's FERC Gas Tariff, as may be revised from time to time ("Tariff"):

- (a) Negotiated Monthly Base Reservation Rate for Zone 1: \$7.6042/Dth of MDQ per month (equal to \$0.25/Dth per day on a 100% load factor basis) for service provided between any points in Zone 1, and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$5.1708/Dth of MDQ per month (equal to \$0.17/Dth per day on a 100% load factor basis) for service provided between any points in Zone 2, and
- (c) Negotiated Base Commodity Rate: \$0.00/Dth of MDQ for service provided in both Zones 1 and 2.

B. Negotiated Rates for Leased Capacity ("Leased Capacity") on the Enable pipeline system, as such capacity is defined in MEP's Tariff:

- (a) Negotiated Base Reservation Rate at the Enable Rose Valley and Enable Waynoka Plant: \$0.17/Dth per day for 100,000 Dth/d of firm capacity at the Enable Rose Valley (pin 47607) and Enable Waynoka Plant (pin 44601), plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Bennington; and
- (b) Negotiated Base Commodity Rate: \$0.00/Dth.
Shipper shall also pay MEP all Lease Capacity Activity charges and charges for fuel and gas lost and unaccounted for that are assessed by Enable to MEP in accordance with the lease applicable to the Leased Capacity and pursuant to MEP's Tariff.

1.3 Eligible Firm Transportation Quantity:
As set forth below as capacity paths:

100,000 Dth per day from the Enable Rose Valley (pin 47607) and Enable Waynoka Plant (pin 44601) to Enable-Bennington (pin 44438), plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Enable-Bennington. 100,000 Dth per day in Zones 1 and 2.

1.4 Eligible Primary Receipt Points:

<u>NAME</u>	<u>PIN</u>	<u>Eligible Point (MDQ) (Dth/day)</u>
<u>Enable Rose Valley</u>	<u>47607</u>	<u>50,000</u>
<u>Enable Waynoka Plant</u>	<u>44601</u>	<u>50,000</u>

1.5 Eligible Secondary Receipt Points:

The Zone 1 and Zone 2 Negotiated Rates shall apply to all service provided on a firm basis from all secondary receipt points in Zone 1 and Zone 2 within the primary path of service.

1.6 Eligible Primary Delivery Points:

<u>NAME</u>	<u>PIN</u>	<u>Eligible Point (MDQ) (Dth/day)</u>
<u>Transco Choctaw</u>	<u>44451</u>	<u>100,000</u>

1.7 Eligible Secondary Delivery Points. The Zone 1 and Zone 2 Negotiated Rates shall apply to all service provided on a firm basis to all secondary delivery points in Zone 1 and Zone 2 within the primary path of service.

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

2.1 General Negotiated Rate Limitations. The Negotiated Rates shall apply only to: (i) service provided to Shipper by MEP under the Transportation Agreement from the Eligible Receipt Points to the Eligible Delivery Points; and (ii) an aggregate maximum daily firm transportation quantity equal to the Eligible Firm Transportation Quantity set forth in Article 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 the Shipper's applicable Negotiated Rate for Zone 1, Zone 2, and/or the Leased Capacity; and (b) the 100% load factor daily rate equivalent of the applicable maximum base reservation and base commodity rates set forth in the Tariff, as well as all applicable additional rates, charges and surcharges described in Article 2.3 below.

2.2 Discountable Third Party Surcharges. From time to time, certain reservation and/or commodity surcharges may be approved by the FERC for inclusion in MEP's FERC Gas Tariff which MEP is: (i) required to collect from Shipper and remit to the FERC or to another third party; and (ii) permitted to discount the amount of such surcharge from the applicable maximum rate set forth in MEP's FERC Gas Tariff ("Discountable Third Party Surcharges"). MEP shall discount any

particular Discountable Third Party Surcharge to the maximum extent permitted under the provisions of MEP's FERC Gas Tariff. Shipper shall only be responsible for payment to MEP of any portion of such Discountable Third Party Surcharge which MEP is not permitted to discount and for which MEP bills Shipper. To the extent any Discountable Third Party Surcharge is approved by the FERC for inclusion in MEP's Tariff during the term hereof, MEP shall discount such Discountable Third Party Surcharge(s) to the maximum extent permitted under the provisions of its FERC Gas Tariff but not below the amount of such Discountable Third Party Surcharge(s) that MEP is required to remit. Accordingly, Shipper shall be responsible for and pay to MEP the amount attributable to such Discountable Third Party Surcharge(s) which MEP is responsible for paying and remitting to the FERC and/or third party.

- 2.3 Additional Rates, Charges, and Surcharges. Unless otherwise expressly provided in this Agreement or agreed to in writing by MEP, Shipper shall also pay MEP all other applicable maximum rates, charges, surcharges, and penalties of any nature set forth in the Tariff, including without limitation all applicable (i) Fuel, booster fuel, and Gas Lost and Unaccounted For charges; (ii) maximum authorized and unauthorized overrun charges; (iii) maximum reservation charges and surcharges; (iv) maximum commodity charges and surcharges; (v) applicable maximum ACA surcharges, and (vi) Leased Capacity Activity charges.

Contract No. 553378

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED August 1, 2009
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: Chesapeake Energy Marketing, L.L.C., a producer.
2. MDQ totals: The MDQ is set forth below as capacity paths, each expressed as Dth per Day.

~~100,000 Dth per day in total from the tailgate of the Waynoka and/or Rose Valley gas processing plants in Woods County, Oklahoma to the point of interconnection between MEP and the Enable Oklahoma Intrastate Transmission, LLC ("Enable") pipeline system (formerly known as the Enogex Inc. pipeline system) near Bennington, Oklahoma ("Bennington"), plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Bennington; and~~

65,000 Dth per day from the Enable West Pool to Bennington, plus capacity necessary to transport gas for reimbursement of MEP's Fuel Charges downstream of Bennington; and

~~165,000~~65,000 Dth per day from Bennington to the interconnections with the Natural Gas Pipeline Company of America LLC ("Natural") pipeline system at Natural's Compressor Station 802 in Lamar County, Texas and the Energy Transfer Partners, L.P. ("ETC") pipeline system near Station 802 (the "Natural/ETC Interconnects"); and

~~265,000~~165,000 Dth per day from Natural/ETC Interconnects to the point of interconnection with the Columbia Gulf Transmission pipeline system near Waverly, Louisiana (the CGT Interconnect"); and

~~221,000~~121,000 Dth per day in Zone 2.

3. TERM: For a Primary Term commencing August 1, 2009 through July 31, 2019 ("Primary Term").
4. Service will be ON BEHALF OF:

 X Shipper or

 Other: _____, a _____

5. The ULTIMATE END USERS are (check one):

 customers of the following LDC/pipeline company (ies): _____;

 customers in these states: _____; or

 X customers within any state in the continental U.S

6. This Agreement supersedes and cancels a _____ Agreement dated.
 Capacity rights for this Agreement were released from _____.
 [for firm service only] Service and reservation charges commence the later of:

(a) _____, and

(b) the date capacity to provide the service hereunder is available on MEP's System.

 X Other: This Agreement amends and restates Shipper's Contract No. 553378 effective
~~June~~July 1, 2018.

7. SHIPPER'S ADDRESSES

MEP'S ADDRESSES

For General Correspondence

Chesapeake Energy Marketing, L.L.C.
Attention: Gas Contract Administration
P.O. Box 18496
Oklahoma City, Oklahoma 73154-0496

Midcontinent Express Pipeline LLC
Attention: Account Services
1001 Louisiana Street, Suite 1000
Houston, Texas 77002

For Statements/Invoices/Accounting/Related Matters:

Chesapeake Energy Marketing, L.L.C.
Attention: CEMI/Dory Douglas
P.O. Box 18496
Oklahoma City, Oklahoma 73154-0496

Midcontinent Express Pipeline LLC
Attention: Account Services
1001 Louisiana Street, Suite 1000
Houston, Texas 77002

For Wire Transfer to MEP:

Wells Fargo Bank, NA
1000 Louisiana
Houston, TX 77002
ABA # 121 000 248
Account # 412 147 2559

8. Any or all of the following provisions may be included (where applicable) in the FTS or ITS Agreement and/or in any related Negotiated Rate, Negotiated Rate Formula or discount contracts, if any:

a. (DISCOUNTED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Notwithstanding any other provision of this Agreement, in no event shall a discounted rate billed by MEP be less than the applicable minimum rate or more than the applicable maximum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.

b. (NEGOTIATED RATE AGREEMENTS ONLY) 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 MEP to Shipper for the term of the Agreement notwithstanding any otherwise applicable maximum or minimum rates set forth in MEP's FERC Gas Tariff as may be revised from time to time.

c. (DISCOUNTED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the discounted rate(s) apply, unless the relevant discounted rate billed to Shipper exceeds the corresponding applicable effective maximum rates set forth in MEP's FERC Gas Tariff, as approved by the FERC from time to time.

d. (NEGOTIATED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP 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 MEP's FERC Gas Tariff, as may be revised from time to time.

e. (NEGOTIATED RATE AGREEMENTS ONLY) Shipper and MEP understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under MEP's FERC Gas Tariff and the regulations and policies of the FERC, including without limitation any requirements for MEP to file for and receive FERC approval of the Negotiated Rates.

f. 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.

g. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either MEP 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.

h. 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 MEP without the prior express written consent of MEP, 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 MEP. The Agreement may be assigned by MEP to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, which shall include Kinder Morgan Energy Partners, LP or any affiliate of Kinder Morgan Energy Partners, LP.

i. 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 MEP or Shipper.

j. 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.

k. Effect of Tariff. This Agreement shall at all times be subject to all applicable provisions of MEP's FERC Gas Tariff.

l. 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.

m. Entire Agreement. This Agreement contains the entire agreement between MEP 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 MEP and Shipper which expressly refers to this Agreement.

9. 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 MEP if MEP must provide them to the FERC.

Agreed to by:

Midcontinent Express Pipeline LLC

Chesapeake Energy Marketing, L.L.C.

/s/: _____

/s/: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

Midcontinent Express Pipeline LLC
Original Volume No. 2

Part 4.1

EXHIBIT A
DATED ~~May 31~~ June 27, 2018
EFFECTIVE ~~June~~ July 1, 2018

Company: Chesapeake Energy Marketing, L.L.C.

Contract No.: 553378

Receipt Point(s):
[FTS Only]

<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth)</u>
PRIMARY RECEIPT POINT(S):				
Enable/MEP Waynoka and/or Rose Valley	Woods	OK	44601/47607	100,000 1, 2, 3
Enable/MEP West Pool Bryan	Bryan	OK	44599	65,000 1, 32
HPL/MEP Lamar	Lamar	TX	44440	100,000

1 This quantity will be increased by the capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Bennington.

~~2 Shipper has primary firm receipt point rights of 100,000 Dth/day in total at either the Waynoka or Rose Valley Points of Receipt, or in any combination thereof up to a total of 100,000 Dth/day between the Waynoka and Rose Valley Points of Receipt, on Enable's system.~~

~~32~~ To the extent MEP receives a credit against Monthly Lease Charges under MEP's Capacity Lease Agreement with Enable due to Enable's failure to make available the Leased Capacity (including firm Receipt Point Capacity), MEP will flow-through credits of Leased Capacity Charges applicable to Shipper up to its MDQ; provided however; that for purposes of providing reservation charge credits, pursuant to Section 2.2 (d) of MEP's FERC Gas Tariff, on MEP's Zone 1 and Zone 2 during an outage of the Leased Capacity, Shipper and MEP agree that no reservation charge credits will be provided on MEP's Zone 1 and Zone 2 to the extent Enable makes available a total volume of ~~165,000~~ 65,000 Dth/day, ~~consisting of (a) 100,000 Dth/day among the Waynoka and Rose Valley points of receipt, and (b) 65,000 Dth/day~~ at the West Pool point of receipt, that can be transported through the Leased Capacity.

SECONDARY RECEIPT POINT(S):

All secondary receipt points, and the related priorities and volumes, as provided under the Tariff provisions governing this Agreement.

Receipt Pressure, Assumed Atmospheric Pressure

Gas to be delivered to MEP at the Receipt Point(s) within the Leased Capacity ~~and at the Waynoka and Rose Valley Plants~~ must meet the gas quality standards established by Enable for its pipeline system. Gas to be delivered to MEP at the Receipt Point(s) shall be at the pressure prevailing on MEP's System at that point, but shall not in excess of the Maximum Allowable Operating Pressure (MAOP) stated for each Receipt Point in MEP's Catalog of Points. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Receipt Point(s).

Rates

The rates shall be the applicable maximum rate and other applicable lawful charges except as otherwise provided in a separate written agreement. Such agreement shall be consistent with Section 34 or 30 of this Tariff (relating to discounts and to negotiated rates, respectively).

Fuel Gas and Unaccounted For Gas Percentages (%)

Shipper will be assessed the applicable percentages for Fuel Gas, for Booster Compression fuel and for Unaccounted For Gas unless MEP and Shipper mutually agree on monetary reimbursement.

EXHIBIT B
DATED ~~May 31~~June 27, 2018
EFFECTIVE ~~June~~July 1, 2018

Company: Chesapeake Energy Marketing, L.L.C.

Contract No.: 553378

Delivery Point(s):
[FTS Only]

<u>Name/Location</u>	<u>County/Parish Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth)</u>
PRIMARY DELIVERY POINT(S):				
Columbia Gulf Pipeline	Madison	LA	44445	44,000
Transco Gas Pipe Line	Choctaw	AL	44451	21 21,000

SECONDARY DELIVERY POINT(S):

All secondary delivery points, and the related priorities and volumes, as provided under the Tariff provisions governing this Agreement.

Delivery Pressure, Assumed Atmospheric Pressure

Gas to be delivered by MEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be at the pressures available in MEP's pipeline facilities from time to time. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Delivery Point(s).

EXHIBIT C
DATED ~~May 31~~ June 27, 2018
EFFECTIVE ~~June~~ July 1, 2018

MIDCONTINENT EXPRESS PIPELINE LLC

NEGOTIATED RATE AGREEMENT

Company: Chesapeake Energy Marketing, L.L.C.

Contract No.: 553378

ARTICLE 1.
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From ~~June~~ July 1, 2018 through July 31, 2019.

1.2 Negotiated Rates:

A. Negotiated Rates for Zones 1 and 2, as such Zones are defined in MEP's FERC Gas Tariff, as may be revised from time to time ("Tariff"):

- (a) Negotiated Monthly Base Reservation Rate for Zone 1: \$7.6042/Dth of MDQ (equal to \$0.25/Dth per day on a 100% load factor basis) for service provided between any points in Zone 1 (the "Zone 1 Initial Rate"), and
- (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$5.1708/Dth of MDQ (equal to \$0.17/Dth per day on a 100% load factor basis) for service provided between any points in Zone 2 (the "Zone 2 Initial Rate"), and
- (c) Negotiated Base Commodity Rate: \$0.00/Dth of MDQ for service provided in both Zones 1 and 2.

For any service between Zones 1 and 2, Shipper shall pay the Zone 1 Initial Rate and the Zone 2 Initial Rate.

B. Negotiated Rates for Leased Capacity ("Leased Capacity") on the Enable pipeline system, as such capacity is defined in MEP's Tariff:

~~(a) Negotiated Base Reservation Rate at the Waynoka Plant: \$0.17/Dth per day for 100,000 Dth/d of firm capacity in the aggregate at the tailgate of the Waynoka gas processing plant in Woods County, Oklahoma (the "Waynoka Plant") and the Rose Valley Processing Plant in Woods County, Oklahoma (the "Rose Valley Plant"); plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges (as defined in Article 2.4 herein) downstream of Bennington; and~~

(b) Negotiated Base Reservation Rate at the Enable West Pool: \$0.15/Dth per day for 65,000 Dth/d of firm capacity at the Enable West Pool, plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Bennington; and

(c) Negotiated Base Commodity Rate: \$0.00/Dth.

Shipper shall also pay MEP all Lease Capacity Activity charges and charges for fuel and gas lost and unaccounted for that are assessed by Enable to MEP in accordance with the lease applicable to the Leased Capacity and MEP's Tariff.

- 1.3 Eligible Firm Transportation Quantity: As set forth below as capacity paths:

~~100,000 Dth per day in the aggregate from the tailgate of the Waynoka Plant and the Rose Valley Plant to Bennington, plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Bennington.~~

65,000 Dth per day from the Enable West Pool to Bennington, plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Bennington.

~~65,000 Dth per day from Bennington to the Natural/ETC Interconnects.~~

~~65,000 Dth per day from Natural/ETC Interconnects to the CGT Interconnect.~~

~~21,000 Dth per day in Zone 2.~~

- 1.4 Eligible Primary Receipt Points:

NAME	PIN	Eligible Point (MDQ (Dth/day))
Waynoka Plant/ Rose Valley Plant	44601/47607	100,000 in the aggregate for both plants
Enable West Pool	44599	65,000
Energy Transfer Pipeline	44440	100,000

- 1.5 Eligible Secondary Receipt Points for the Primary Term of the Transportation Agreement.

Eligible Secondary Receipt Points for Zones 1 and 2. Shipper's Zone 1 and Zone 2 Initial Rates defined herein shall apply to all service provided on a firm basis at the following secondary receipt points: all secondary receipt points in Zone 1 and Zone 2 (as such Zones are defined in the General Terms and Conditions of the Tariff) or, in the event of any future extensions of the MEP Pipeline, to secondary receipt points located within twenty-five (25) miles of Shipper's primary receipt points set forth in the Transportation Agreement as of the Effective Date, as well as to all firm transportation service provided to Shipper in either Zone in accordance with Shipper's capacity segmentation rights, to the extent there is no overlap of firm capacity paths because of such segmentation. Shipper's Zone 1 and Zone 2 Initial Rates shall also apply to all firm transportation service provided to Shipper in Zone 1 or Zone 2 in accordance with Shipper's use of such capacity segmentation rights under the Tariff.

- 1.6 Eligible Primary Delivery Points:

NAME	PIN	Eligible Point (MDQ (Dth/day))
Columbia Gulf Transmission	44445	44,000
Transco Gas Pipe Line	44451	21,000

- 1.7 Eligible Secondary Delivery Points for the Primary Term of the Transportation Agreement. Shipper's Zone 1 and Zone 2 Initial Rates shall apply to all service provided on a firm basis to the following secondary delivery points: all secondary delivery points in Zone 1 and Zone 2 or, in the event of any future extensions of the MEP Pipeline, to such points located within twenty-five (25) miles of Shipper's primary

delivery points set forth in the Transportation Agreement as of the Effective Date as well as to all firm transportation service provided to Shipper in either Zone in accordance with Shipper's capacity segmentation rights, to the extent there is no overlap of firm capacity paths because of such segmentation. Shipper's Initial Rates for Zones 1 and 2 shall also apply to all firm transportation service provided to Shipper in Zone 1 or Zone 2 in accordance with Shipper's use of such capacity segmentation rights under the Tariff.

- 1.8 Primary Point Changes. Shipper shall have the right to change any of its primary receipt or primary delivery points in Zone 1 or Zone 2 to other primary receipt or delivery points within the same Zone or, in the event of any future extensions of the MEP Pipeline, to such points located within twenty-five (25) miles of Shipper's primary delivery points set forth in the Transportation Agreement as of the Effective Date, with no change in Shipper's Zones 1 and 2 Initial Rates, subject to capacity availability and the provisions of the Tariff.
- 1.9 Segmentation Rights. Shipper shall have segmentation rights in Zone 1 and Zone 2 in accordance with MEP's Tariff, and such segmentation rights as may be agreed upon by MEP, and approved by the FERC, for service provided through the Leased Capacity. Segmentation solely at the point level shall not constitute an overlap of Shipper's firm capacity paths.
- 1.10 MEP will not be required to provide reservation charge credits in Zone 1 and Zone 2 under Section 2.2(d) of the General Terms and Conditions of MEP's Tariff (GT&C) for volumes Shipper nominates under the FTS Agreement but that MEP does not schedule during the first five (5) days of an outage on the Leased Capacity when such outage does not qualify for the 10-day Safe Harbor force majeure provision in GT&C Section 2.2(d)(2) of MEP's Tariff. The five (5)-day grace period will apply per each such outage on the Leased Capacity.

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

- 2.1 General Negotiated Rate Limitations. The Zone 1 Initial Rate, the Zone 2 Initial Rate, and the Negotiated Rates for Leased Capacity set forth in this Exhibit C shall apply only to: (i) service provided to Shipper by MEP under the Transportation Agreement from the Eligible Receipt Points to the Eligible Delivery Points during the Primary Term (and any subsequent extensions of the Term), as applicable; and (ii) an aggregate maximum daily firm transportation quantity equal to the Eligible Firm Transportation Quantity set forth in Article 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 the Shipper's applicable Zone 1 Initial Rate, Zone 2 Initial Rate, and the Negotiated Rates for Leased Capacity; and (b) the 100% load factor daily rate equivalent of the applicable maximum base reservation and base commodity rates set forth in the Tariff, as well as all applicable additional rates, charges and surcharges described in Article 2.3 below.
- 2.2 Discountable Third Party Surcharges. The rates to be charged for service under the Transportation Agreement shall include, in addition to the other rates set forth therein and in this Agreement, only those surcharges as the FERC may from time to time require MEP to charge, including but not limited to the ACA surcharge; provided, however, that MEP shall discount any such surcharges to the maximum extent permitted under MEP's FERC Gas Tariff. Except as otherwise agreed by the Parties, Shipper shall also pay MEP Authorized Overrun Service ("AOS") rates as set forth in Article 2.3 below. Shipper shall also pay all applicable imbalance and penalty charges under MEP's Tariff.

- 2.3 Additional Rates, Charges, and Surcharges. In addition to the Zone 1 Initial Rate, the Zone 2 Initial Rate, and the Negotiated Rates for Leased Capacity for service during the Primary Term (and any subsequent extensions of the Term), and unless otherwise expressly provided in this Agreement or agreed to in writing by MEP, Shipper shall also pay MEP all other applicable maximum rates, charges, surcharges, and penalties of any nature set forth in the Tariff, including without limitation all applicable (i) Fuel and Gas Lost and Unaccounted For charges pursuant to Article 2.4 below; (ii) applicable maximum authorized and unauthorized overrun charges equal to the 100% load factor daily equivalent of the applicable maximum monthly base reservation rate for each Zone and the Leased Capacity as set forth in the Tariff; (iii) applicable maximum reservation charges and surcharges; (iv) applicable maximum commodity charges and surcharges; (v) applicable maximum ACA surcharges, and (vi) Leased Capacity Activity charges as set forth in MEP's Tariff.
- 2.4 Fuel Charge. Shipper shall reimburse MEP for Fuel and Lost and Unaccounted For ("L&U") gas (collectively, "Fuel Charge") in accordance with the provisions of the Tariff; provided, however, that during the Primary Term of the Transportation Agreement and any extended term pursuant to Section 3 thereof, Shipper's combined Fuel Charge for Zones 1 and 2 shall not exceed one and two-tenths percent (1.2%) for any twelve (12) month period for Service from Bennington to Station 85 ("Fuel Cap"). The Fuel Cap does not apply with respect to any booster compression fuel associated with the receipt of gas into the MEP Pipeline at points of receipt located downstream of the interconnection with Natural Gas Pipeline Company of America LLC at Atlanta, Texas (Atlanta") that require such booster compression to deliver gas to the MEP Pipeline; provided that such booster compression does not increase the capacity of the MEP Pipeline Facilities and the related fuel shall not be included in any mainline fuel rates or any mainline fuel tracker mechanism. In addition, for service provided through the Leased Capacity, Shipper shall pay MEP all fuel and loss charges assessed by Enable to MEP from time to time in accordance with the Capacity Lease between Enable and MEP and the Tariff. Shipper's Fuel Charge under any firm transportation service agreement to which the Fuel Cap does not apply shall not reflect any Fuel Charges which were not recovered by MEP under any shippers' firm transportation service agreements to which a fuel cap does apply.
- 2.5 IT and Penalty Revenue Crediting. Shipper, as a Foundation Shipper (as defined in the Tariff), shall be entitled to participate in an interruptible transportation service ("IT") revenue crediting mechanism (exclusive of authorized overrun service ("AOS") and any interruptible service revenues other than MEP's Rate Schedule IT revenues) under which all Foundation Shippers (including Shipper) and Anchor Shippers (as defined in the Tariff) will receive a portion of MEP's net IT revenue for Zone 1 and/or Zone 2, as applicable. Under such crediting mechanism, at the beginning of each month, if the amount of firm capacity subscribed for such month in the relevant zone: (i) is equal to or greater than ninety percent (90%) of MEP's existing system capacity available for sale for such month in that zone, then all Foundation Shippers including Shipper, and Anchor Shippers, shall receive in aggregate 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 MEP for such month which is attributable to that zone; and (ii) is less than 90% of MEP's existing system capacity available for sale for such month, then all Foundation Shippers and Anchor Shippers shall receive in aggregate ten percent (10%) 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 MEP for such month which is attributable to that zone. Each Foundation Shipper and Anchor Shipper shall receive a share of the IT revenue for any month which is prorated based on each Foundation Shipper's and Anchor Shipper's effective Contract MDQ in Zone 1 or Zone 2, as applicable, during such month. Shipper shall also be entitled to receive, in accordance with the provisions of the Tariff, a credit for its pro rata share of any penalty revenues collected by MEP which negotiated rate shippers are permitted to receive under then-applicable FERC policy and the provisions of the Tariff. MEP shall at no time initiate a change to the Tariff which would materially adversely affect the rights of Shipper under this Article 2.5 in the reasonable

exercise of Foundation Shipper's judgment.

- 2.6 Resale Revenue Crediting. MEP will attempt in good faith, using reasonable commercial efforts, to resell the 426,500 Dth of Zone 1 capacity relinquished by Shipper as a result of terminating FTS Agreement No. 554372 and by reducing capacity under this Transportation Agreement ("Relinquished Capacity"). MEP will pay Shipper 30% of the proceeds from any sales made to third parties (other than an affiliate of Shipper) between March 1, 2017 and July 31, 2019 of the Relinquished Capacity on a firm basis at the maximum applicable Tariff rates.

ARTICLE 3
MISCELLANEOUS PROVISIONS

- 3.1 Credit. Shipper must maintain creditworthiness as set forth below; provided, that to the extent the following provisions of this Article 3.1 conflict with the Tariff, then this Article 3.1 shall control; and provided further, that any and all Creditworthiness provisions in the Tariff not addressed in this Article 3.1 shall apply to Shipper in addition to those set forth below.

(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, MEP 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 term of the Transportation Agreement 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 MEP's assessment of creditworthiness. In comparing the overall value of Shipper's contract to tangible net worth for credit evaluation purposes, MEP 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 MEP, 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 MEP evaluate its creditworthiness based upon the level of service requested relative to 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, with respect to Shipper's obligations and rights under the Transportation Agreement, Shipper maintains and delivers to MEP an irrevocable guaranty of payment from Chesapeake Energy Corporation ("CHK") in form acceptable to MEP ("CHK Guaranty") in an amount equal to all of Shipper's obligations, and potential obligations with respect to Preapproved Expansion Capacity and Expansion Capacity, (as defined in the Tariff) if Shipper has exercised its options with respect thereto. 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 December 11, 2006, at any time during the term of the Transportation Agreement, then within five (5) business days of such ratings decrease, unless such deadline is extended by MEP in its sole discretion, Shipper shall be required to provide MEP with, and at all times maintain in effect, a cash prepayment of \$18,000,000.00 as security for all of Shipper's obligations under the Transportation Agreement as well as under FTS Agreement No. 554254 (for Zone 2 Capacity) between Shipper and MEP. The obligation to maintain such credit assurance shall extend until such time as Shipper is deemed creditworthy as defined herein. Notwithstanding the provisions of Section 3.1(c) below, the credit assurance obligations applicable to any assignee or replacement shipper should be negotiated between MEP and such entity.

(c) The creditworthiness requirements set forth in this Article 3.1 shall apply to any permitted assignment (in whole or in part), and to any permitted permanent release, as applicable, of the Transportation Agreement,

except that there shall be no requirement for a CHK Guaranty for any assignment or permanent release to an entity which is not affiliated with Shipper or CHK. Prior to the Effective Date of the Transportation Agreement, Shipper and its affiliates will enter into a netting agreement with MEP and affiliates of Kinder- Morgan that provides that in the event that Foundation Shipper fails to timely provide MEP with the credit support (which term shall not include the CHK Guaranty) in the amount required in this Article 3.1, MEP and such affiliates shall be entitled to net their respective payment obligations to Shipper or its affiliates solely to the extent of the amount of the deficiency of the credit support owed to MEP under this Article 3.1.

- 3.2 Available In-Service Capacity. For a period of five (5) years after the initial in- service date of the Pipeline from Bennington to Station 85, Shipper shall have the right to acquire any available unsubscribed firm capacity in Zone 1 And Zone 2 from either Bennington or the Natural/ETC Interconnects to Station 85, except for Preapproved Expansion Capacity or Expansion Capacity, as those terms are defined in the Tariff, for a minimum contract term equal to the then-remaining Primary Term of the Transportation Agreement at Shipper's applicable Negotiated Rate, including the Fuel Cap, for capacity from Bennington or the Natural/ETC Interconnects to Station 85 (the "Zone 1 to Zone 2 Initial Rate"). Foundation Shipper must submit a request for any additional capacity under this Article 3.2, as may be posted by MEP from time to time on its interactive website, in accordance with the provisions of MEP's Tariff. MEP shall accept any such request, subject only to capacity availability and MEP not having received a higher value competing request for any capacity requested by Shipper which is still pending at the time of receipt of Shipper's request. MEP shall treat any such request as a prearranged bid for capacity under the provisions of its FERC Gas Tariff, as in effect from time to time, if MEP's FERC Gas Tariff requires MEP to conduct an open season before such capacity may be awarded to Shipper.