

ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective April 1, 2016

(Version 1.0.0, 3.) **K 300000 – Exh C (Chesapeake Energy Marketing, L.L.C.)**

Option Code “A”

EXHIBIT C

DATED 4/01/2016

AMENDED AND RESTATED NEGOTIATED RATE AGREEMENT

This Amended and Restated Negotiated Rate Agreement (“NRA”) between TIGER and Shipper, incorporated as an exhibit to, and made part of, the Amended and Restated FTS Agreement, Contract No. 300000 (FTS Agreement), between TIGER and Shipper, as first referenced above, sets forth the negotiated rates and charges for the natural gas transportation service to be provided on the Pipeline by TIGER to Shipper (“Negotiated Rates”) under the FTS Agreement, subject to the terms and the requirements of the FERC pertaining to negotiated rate transactions. The rates under the FTS Agreement shall be the applicable maximum rates and other applicable lawful charges except as otherwise expressly provided in this NRA. **TIGER AND SHIPPER HEREBY AGREE AND ACKNOWLEDGE THAT SHIPPER QUALIFIES AS A FOUNDATION SHIPPER ON THE PIPELINE, AS DEFINED BY TIGER’S TARIFF.**

ARTICLE 1
TERM

1.1 **Term.** This NRA shall be effective from April 1, 2016, and shall remain in effect through the expiration of the Primary Term of the FTS Agreement, and thereafter to the extent provided in Section 4.2 of this NRA.

ARTICLE 2
RESERVATION AND COMMODITY RATES

2.1 **Primary Term Reservation and Commodity Rates.** During the Primary Term, for firm service under the FTS Agreement, Shipper shall pay TIGER the following Fixed Negotiated Monthly Reservation Rate and Fixed Negotiated Commodity Rate, in lieu of the otherwise currently effective maximum monthly reservation rate and maximum commodity rate, respectively, set forth in TIGER’s Tariff for firm service under Rate Schedule FTS:

- (a) FTS Agreement: Contract No. 300000.
- (b) Negotiated Rate Term: 04/01/2016 through 12/31/2030.
- (c) Fixed Negotiated Monthly Reservation Rate:
 - \$9.5813/Dth of Contract MDQ (equivalent to \$0.3150 on a daily basis from 04/01/2016 through 12/31/2025;
 - \$3.0417/Dth of Contract MDQ (equivalent to \$0.10 on a daily basis from 01/01/2026 through 12/31/2030.
- (d) Fixed Negotiated Commodity Rate: \$0.00/Dth.
- (e) Negotiated Firm Transportation Quantity:
 - 700,000 Dth/day effective 04/01/2016 through 12/31/2016
 - 600,000 Dth/day effective 01/01/2017 through 12/31/2017
 - 500,000 Dth/day effective 01/01/2018 through 12/31/2030
- (f) Eligible Primary Receipt Points: All Primary Receipt Points set forth on Exhibit A of the FTS Agreement. Subject to the availability of capacity and any bid solicitation required pursuant to Transporter’s FERC Gas Tariff, if the Primary Receipt Points and/or their specified firm volumes are amended to the receipt points set forth on Appendix A to this NRA, the Fixed Negotiated Monthly Reservation Rate shall apply.
- (g) Eligible Secondary Receipt Points: All Receipt Points set forth on Appendix A to this NRA.
- (h) Eligible Primary Delivery Points: All Primary Delivery Points set forth on Exhibit B of the FTS Agreement. Subject to the availability of capacity and any bid solicitation required pursuant to Transporter’s FERC Gas Tariff, if the Primary Delivery Points and/or their specified firm volumes are amended to the delivery points set forth on Appendix A to this NRA, the Fixed Negotiated Monthly Reservation Rate shall apply.
- (i) Eligible Secondary Delivery Points: All Delivery Points set forth on Appendix A to this NRA.

The Fixed Negotiated Monthly Reservation Rate and Fixed Negotiated Commodity Rate shall remain fixed during the Primary Term, regardless of the otherwise applicable maximum or minimum monthly reservation rate and the otherwise applicable maximum or

minimum commodity rate, respectively, set forth in TIGER's Tariff for firm service under Rate Schedule FTS from time to time, or of any change to such maximum or minimum rates.

ARTICLE 3 NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL RATES AND CHARGES

3.1 General Terms.

(a) The Fixed Negotiated Monthly Reservation Rates and Fixed Negotiated Commodity Rates set forth in this NRA, as applicable pursuant to Article 2 of this NRA, shall apply only to: (i) service provided to Shipper by TIGER under the FTS Agreement from the Eligible Receipt Points to the Eligible Delivery Points, up to the Contract MDQ; and (ii) an aggregate maximum daily firm transportation quantity equal to the Contract MDQ, for all quantities transported on a firm basis under the FTS Agreement and any associated capacity release replacement agreements. Shipper shall at all times must maintain the Guaranty dated January 26, 2009, as amended from time to time, provided by Chesapeake Energy Corporation in favor of ETC Tiger Pipeline, LLC or its successors and assigns, and/or such other mutually agreed credit support.

3.2 Other Rates and Charges.

(a) The rates to be charged for service under the FTS Agreement shall include, in addition to the other rates set forth in this NRA, the ACA Surcharge and only those surcharges as the FERC may from time to time generally permit interstate pipelines to charge;. Except as otherwise agreed by the Parties, Shipper shall also pay TIGER for Authorized Overrun Service rates equal to the 100% load factor daily equivalent of the applicable maximum monthly base reservation rate as set forth in the Tariff on any volumes flowing under the FTS Agreement in excess of the Contract MDQ. Shipper shall also pay all applicable incremental rates and charges that may apply to service at any new primary Receipt Point or primary Delivery Point. Shipper shall also pay all applicable imbalance and penalty charges under TIGER's Tariff. Notwithstanding any other provision of the FTS Agreement, to the extent that Shipper changes any of its primary Receipt Points or primary Delivery Points under the FTS Agreement to a Point: (a) which is not included as a Receipt Point or Delivery Point in Appendix A of this NRA or, in the case of a Receipt Point other than those listed in Appendix A of this NRA on the Supply Leg at which Shipper is otherwise unable to deliver Gas into TIGER's System at a minimum receipt point pressure of 1100 psig or the prevailing pressure of the Pipeline, not to exceed a maximum receipt point pressure of 1160 psig, and obtains service from TIGER in order to effectuate such deliveries, and (b) for which FERC has authorized a separately stated incremental facilities, service, or fuel charge (a "Booster Compression Point"), then, absent agreement of the Parties, Shipper shall pay all such applicable additional rates and charges for service ("Booster Facilities Rate") at such Point in addition to its negotiated rates. Such charges also shall apply to the use by Shipper of a Booster Compression Point on a secondary basis.

(b) Notwithstanding anything to the contrary in the FTS Agreement, Shipper may not at any time contract under the FTS Agreement for aggregate firm primary Receipt Point capacity which is located west of Highway 789, nor under any other firm transportation service agreement which may be entered into between Shipper and TIGER in accordance with the provisions of this NRA, which exceeds fifty percent (50.0%) of Shipper's then-effective Contract MDQ or contract MDQ under the applicable firm transportation service agreement. Nothing herein shall prevent Shipper from using such Receipt Points that do not meet the requirements of the immediately preceding sentence on a secondary basis, provided (a) such volumes can be scheduled under the terms of TIGER's Tariff, and (b) TIGER determines that such use is operationally feasible and will not adversely affect TIGER's ability to provide service under the FTS Agreement.

3.3 Fuel Charges. Without duplication of charges, Shipper shall reimburse TIGER for (i) Fuel Gas and (ii) Lost and Unaccounted For Gas ((i) and (ii) collectively, "Fuel Charge") and (iii) fuel included in any Booster Facilities Rate, in accordance with the provisions of TIGER's Tariff.

ARTICLE 4 MISCELLANEOUS PROVISIONS

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

4.2 **ROFR Rights**. At the end of the primary term, Shipper shall have a contractual right of first refusal (“ROFR”) pursuant to the provisions of Section 16.2 of the General Terms and Conditions of Transporter’s FERC Gas Tariff to be applicable to all or any portion of Shipper’s then existing Contract MDQ.

APPENDIX A TO NRA

Receipt Points:

Receipt Point	County/Parish	State
HPL/Carthage	Panola	Texas
Springridge (CHK CDP)	DeSoto	Louisiana
Mansfield (CHK CDP)	DeSoto	Louisiana

Delivery Points:

Delivery Point	County/Parish	State
HPL Carthage	Panola	Texas
Columbia Gulf	Franklin	Louisiana
Texas Eastern	Bienville	Louisiana
Texas Gas Transmission	Quachita	Louisiana
ANR	Richland	Louisiana
Trunkline Gas Pipeline	Richland	Louisiana
Tennessee Gas Pipeline	Jackson	Louisiana
SESH	Richland	Louisiana