

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs  
Proposed Effective Date: April 1, 2012  
Service Agreement No. 25117 – Chesapeake Energy Marketing, Inc.  
Option Code A

Service Agreement No. 25117  
Control No.

FTS SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 31<sup>st</sup> day of March, 2011, by and between:

COLUMBIA GAS TRANSMISSION, LLC  
("Transporter")  
AND  
Chesapeake Energy Marketing, Inc.  
("Shipper")

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 (Tariff), on file with the Federal Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission. Service hereunder shall be provided subject to the provisions of Part 284.223 of Subpart G of the Commission's regulations. Shipper warrants that service hereunder is being provided on behalf of Shipper.

Section 2. Term. Service under this Agreement shall commence as of April 1, 2011 and shall continue in full force and effect until June 30, 2024. Pre-granted abandonment shall apply upon termination of this Agreement.

Section 3. Rates. Shipper shall pay Transporter the charges and furnish Retainage as described in the amendment attached hereto as Attachment A. The provisions of Attachment A are incorporated herein by reference with full force and effect and are made a part of this Service Agreement as though restated herein verbatim.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Director, Commercial Services and notices to Shipper shall be addressed to it at:

Chesapeake Energy Marketing, Inc.  
777 N. W. Grand Blvd.  
P.O. Box 18496  
Oklahoma City, OK 73154  
Attn: Dawn Brick

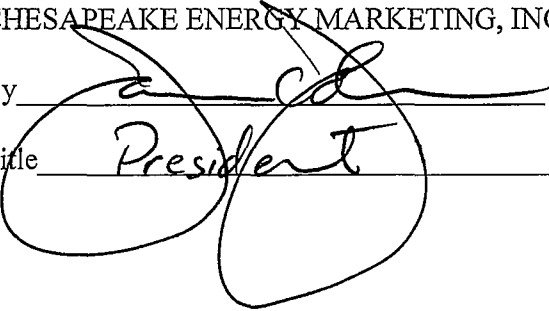
, until changed by either party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreements: FTS Service Agreement No. 8889

CHESAPEAKE ENERGY MARKETING, INC.

By

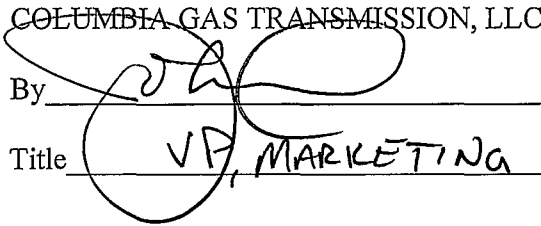
Title

  
President

COLUMBIA GAS TRANSMISSION, LLC

By

Title

  
VP, MARKETING



ATTACHMENT A TO FTS SERVICE AGREEMENT

The applicable demand rate for High Side FTS service shall be a negotiated rate that is fixed for the primary term of the Service Agreement and that shall equal \$9.125 per Dth per month for the term of the Service Agreement, regardless of the incremental monthly demand charge rate for recourse rate shippers that will be established as set forth in Section 2(c)(1) of the Precedent Agreement between the Parties and set forth in the Tariff. All other maximum applicable demand surcharges, commodity rates and surcharges, set forth in Transporter's Tariff, shall apply, in whatever form those maximum applicable rates and surcharges may take, and as those maximum applicable rates and surcharges may thereafter change from time to time.

Shipper shall also provide to Transporter the maximum applicable then existing Commission approved Transportation Retainage percentage associated with the Appalachian Basin On-System Expansion Project High Side, in whatever form that Retainage may take, as set forth in Transporter's FERC Gas Tariff, and as amended from time to time.

Shipper will be solely responsible for making all construction arrangements with, and/or acquiring any services from, upstream and/or downstream pipelines/entities that may be necessary for Shipper to transport natural gas to and/or from Transporter's pipeline system as set forth in General Terms and Conditions Section 9.4 of Transporter's FERC Gas Tariff.

Appendix A to Service Agreement No.

25117

Revision No. 0

Under Rate Schedule

FTS

Between (Transporter)

Columbia Gas Transmission, LLC

and (Shipper)

Chesapeake Energy Marketing, Inc.

**Transportation Demand**

Begin Date	End Date	Transportation Demand Dth/day	Recurrence Interval
April 1, 2011	June 30, 2024	10,000	1/1 - 12/31

**Primary Receipt Points**

Begin Date	End Date	Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Quantity (Dth/Day) 1/	Minimum Receipt Pressure Obligation (psig) 1/	Recurrence Interval
April 1, 2011	June 30, 2024	CHK24	Chesapeake - Holden	840337	Chesapeake Appalachia	10,000		1/1 - 12/31

**Primary Delivery Points**

Begin Date	End Date	Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Delivery Obligation (Dth/Day) 1/	Design Daily Quantity (Dth/Day) 1/	Aggregate Daily Quantity 1/	Minimum Delivery Pressure Obligation (psig) 1/	Recurrence Interval
April 1, 2011	June 30, 2024	23-1	COL GAS OH OP 07-1	700102	TOLEDO MCMAHON	63				1/1 - 12/31
April 1, 2011	June 30, 2024	23-1	COL GAS OH OP 07-1	705920	BOWLING GREEN	17				1/1 - 12/31
April 1, 2011	June 30, 2024	23-1	COL GAS OH OP 07-1	706138	COH LIME CITY	3				1/1 - 12/31
April 1, 2011	June 30, 2024	23-1	COL GAS OH OP 07-1	706709	BOWLING GREEN	3				1/1 - 12/31
April 1, 2011	June 30, 2024	23-1	COL GAS OH OP 07-1	706991	TOLEDO MAUMEE	20				1/1 - 12/31
April 1, 2011	June 30, 2024	23-1	COL GAS OH OP 07-1	707712	TIFFIN	9				1/1 - 12/31
April 1, 2011	June 30, 2024	23-1	COL GAS OH OP 07-1	708164	FREMONT	31				1/1 - 12/31
April 1, 2011	June 30, 2024	23-1	COL GAS OH OP 07-1	708675	FOSTORIA	28				1/1 - 12/31

Appendix A to Service Agreement No. 25117

Revision No. 0

Under Rate Schedule FTS

Between (Transporter) Columbia Gas Transmission, LLC

and (Shipper) Chesapeake Energy Marketing, Inc.

**Primary Delivery Points**

Begin Date	End Date	Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Delivery Obligation (Dth/Day) 1/	Design Daily Quantity (Dth/Day) 1/	Aggregate Daily Quantity 1/	Minimum Delivery Pressure Obligation (psig) 1/	Recurrence Interval
April 1, 2011	June 30, 2024	23-8	COL GAS OH OP 07-8	702476	MANSFIELD SOUTH	492				1/1 - 12/31
April 1, 2011	June 30, 2024	23-8	COL GAS OH OP 07-8	706254	NEWARK	517				1/1 - 12/31
April 1, 2011	June 30, 2024	23-8	COL GAS OH OP 07-8	706621	MT. VERNON	66				1/1 - 12/31
April 1, 2011	June 30, 2024	23-8	COL GAS OH OP 07-8	706750	MANSFIELD NORTH	931				1/1 - 12/31
April 1, 2011	June 30, 2024	23-8	COL GAS OH OP 07-8	709666	ASHLAND	248				1/1 - 12/31
April 1, 2011	June 30, 2024	23-8	COL GAS OH OP 07-8	712825	COH Jackson	118				1/1 - 12/31
April 1, 2011	June 30, 2024	23-9	COL GAS OH OP 07-9	705570	LOGAN	120				1/1 - 12/31
April 1, 2011	June 30, 2024	23-9	COL GAS OH OP 07-9	706316	NELSONVILLE	29				1/1 - 12/31
April 1, 2011	June 30, 2024	23-9	COL GAS OH OP 07-9	706886	ATHENS	81				1/1 - 12/31
April 1, 2011	June 30, 2024	23-9	COL GAS OH OP 07-9	710581	KANAUGA	60				1/1 - 12/31
April 1, 2011	June 30, 2024	23-9	COL GAS OH OP 07-9	712046	COH ATHENS E 61	235				1/1 - 12/31
April 1, 2011	June 30, 2024	23N-7	COL GAS OH OP 05-7	706515	FREMONT	60				1/1 - 12/31
April 1, 2011	June 30, 2024	23N-7	COL GAS OH OP 05-7	707713	Lorain West L2042	273				1/1 - 12/31
April 1, 2011	June 30, 2024	23N-7	COL GAS OH OP 05-7	712108	OBERLIN	134				1/1 - 12/31
April 1, 2011	June 30, 2024	23N-7	COL GAS OH OP 05-7	712198	SANDUSKY	72				1/1 - 12/31
April 1, 2011	June 30, 2024	23N-7	COL GAS OH OP 05-7	712216	NORWALK	96				1/1 - 12/31
April 1, 2011	June 30, 2024	27-19	MOUNTAINEER 3-19	836643	Twelve Pole Main Gas	2,181				1/1 - 12/31
April 1, 2011	June 30, 2024	33-6	DAYTON-6	730597	HOWELL	813				1/1 - 12/31
April 1, 2011	June 30, 2024	45-9	LANCASTER,CITY OF-9	705656	LAN-LANCASTER #1	150				1/1 - 12/31
April 1, 2011	June 30, 2024	733088	M&B-PARAMOUNT	733088	M&B-PARAMOUNT	150				1/1 - 12/31
April 1, 2011	June 30, 2024	836799	Constellation Big Sandy	836799	Constellation Big Sandy	3,000				1/1 - 12/31

Appendix A to Service Agreement No. 25117  
Under Rate Schedule FTS  
Between (Transporter) Columbia Gas Transmission, LLC  
and (Shipper) Chesapeake Energy Marketing, Inc.

Revision No. 0

1/ Application of MDDOs, DDQs and ADQs and/or minimum pressure and/or hourly flowrate shall be as follows:

The Master List of Interconnects (MLI) as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

Yes  No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Service pursuant to this Appendix A, Revision No. 0 shall be effective from April 01, 2011 through June 30, 2024.

Yes  No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Yes  No (Check applicable blank) This Appendix A, Revision No. 0 shall cancel and supersede the previous Appendix A, Revision No. \_\_, effective as of \_\_\_\_\_, 20\_\_, to the Service Agreement referenced above.

Yes  No (Check applicable blank) All gas shall be delivered at existing points of interconnection within the MDDOs, and/or ADQs, and/or DDQs, as applicable, set forth in Transporter's currently effective Rate Schedule FTS Appendix A with Shipper, which for such points set forth are incorporated herein by reference.

Yes  No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4.2(j). Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.2(j).

With the exception of this Appendix A, Revision No. 0, all other terms and conditions of said Service Agreement shall remain in full force and effect.

By: \_\_\_\_\_  
Its: Resident  
Date: 3/25/11  
Chesapeake Energy Marketing, Inc.

By: \_\_\_\_\_  
Its: VP, MARKETING  
Date: 4/3/11  
Columbia Gas Transmission, LLC



**Redline from**  
***Pro Forma Service Agreement***

## FTS SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 31 day of March, 2011, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and Chesapeake Energy Marketing, Inc. ("Shipper").

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 (Tariff), on file with the Federal Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission. Service hereunder shall be provided subject to the provisions of Part 284.223 of Subpart G of the Commission's regulations. Shipper warrants that service hereunder is being provided on behalf of Shipper.

Section 2. Term. Service under this Agreement shall commence as of April 1, 2011 and shall continue in full force and effect until March 31, 2020. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

Section 3. Rates. ~~Shipper shall pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's minimum rate. Such discounted rate may apply to: a) specified quantities (contract demand or commodity quantities); b) specified quantities above or below a certain level or all quantities if quantities exceed a certain level; c) quantities during specified time periods; d) quantities at specified points, locations, or other defined geographical areas; e) that a specified discounted rate will apply in a specified relationship to the quantities actually transported (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually transported); and f) production and/or reserves committed by the Shipper. In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rate so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sections. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates which had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable. Shipper shall pay Transporter the charges and furnish Retainage as described in the amendment attached hereto as Attachment A. The provisions of Attachment A are incorporated~~

herein by reference with full force and effect and are made a part of this Service Agreement as though restated herein verbatim.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Director, Commercial Services and notices to Shipper shall be addressed to it at Chesapeake Energy Marketing, Inc., 777 N. W. Grand Blvd., P.O. Box 18496, Oklahoma City, OK 73154 Attention: Dawn Brick, until changed by either party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreements: FTS Service Agreement No. 8889.

CHESAPEAKE ENERGY MARKETING, INC

By \_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

COLUMBIA GAS TRANSMISSION, LLC

By \_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_