

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs  
Proposed Effective Date: April 1, 2012  
Service Agreement No. 25633 – Chesapeake Energy Marketing, Inc.  
Option Code A

Service Agreement No. 25633  
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No. 1 (Tariff), on file with the Federal Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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 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, having been apprised of the availability of a maximum Recourse rate for the service described herein, has elected to pay a negotiated rate of \$0.59 per Dth per Day. This negotiated rate will be fixed for the primary term of this Agreement, regardless of the monthly demand charge rate for recourse rate shippers set forth in Transporter's tariff, as it may change from time to time. Shipper will pay all other maximum applicable demand charges, commodity rates and surcharges set forth in Transporter's tariff, as it may change from time to time.

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

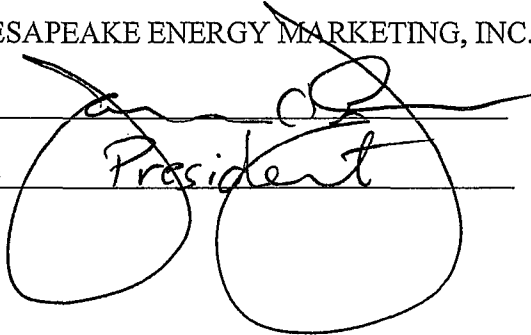
, until changed by either party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreements: FTS Service Agreement Nos. 10252 (dated 9/1/2009) and 15247 (dated 4/1/2010).

CHESAPEAKE ENERGY MARKETING, INC.

By \_\_\_\_\_

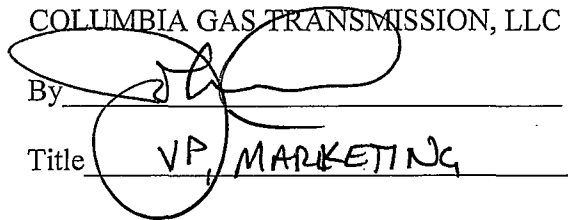
Title \_\_\_\_\_

  
President

COLUMBIA GAS TRANSMISSION, LLC

By \_\_\_\_\_

Title \_\_\_\_\_

  
VP, MARKETING



Appendix A to Service Agreement No. 25633

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	March 31, 2020	1,410	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	March 31, 2020	CNR18	CHK - Cobb	838134	Walgrove Suction S-8	700		1/1 - 12/31
April 1, 2011	March 31, 2020	CNR18	CHK - Cobb	838099	CNR - E-2/EM-21	10		1/1 - 12/31
April 1, 2011	March 31, 2020	CNR18	CHK - Cobb	804618	Burk's Branch	700		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	March 31, 2020	836799	Constellation Big Sandy	836799	Constellation Big Sandy	1,410				1/1 - 12/31

Appendix A to Service Agreement No. 25633  
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 March 31, 2020.

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: \_\_\_\_\_  
Date: \_\_\_\_\_  
Chesapeake Energy Marketing, Inc.  
*President*  
3/25/11

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



**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, having been apprised of the availability of a maximum Recourse rate for the service described herein, has elected to pay a negotiated rate of \$0.59 Per Dth per Day. This negotiated rate will be fixed for the primary term of this Agreement, regardless of the monthly demand~~

charge rate for recourse rate shippers set forth in Transporter's tariff, as it may change from time to time. Shipper will pay all other maximum applicable demand charges, commodity rates and surcharges set forth in Transporter's tariff, as it may change from time to time.

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CHESAPEAKE ENERGY MARKETING, INC

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

COLUMBIA GAS TRANSMISSION, LLC

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_