



December 28, 2021

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

Re: ETC Tiger Pipeline, LLC
Docket No. RP22-____-000
Amended Negotiated Rate Agreement - Chesapeake

Dear Ms. Bose:

Pursuant to section 4 of the Natural Gas Act and the provisions of Section 154.204 of the Regulations of the Federal Energy Regulatory Commission (Commission), ETC Tiger Pipeline, LLC (Tiger) hereby electronically submits for filing with the Commission the tariff records listed below as part of its FERC NGA Gas Tariff volume titled Filed Agreements (Tariff), proposed to be effective January 1, 2022, as requested herein:

<u>Version</u>	<u>Description</u>	<u>Title</u>
0.2.0	Agreement	K 300530 (Chesapeake Energy Marketing, L.L.C.)
2.0.0	1.	K 300530 – Exh A (Chesapeake Energy Marketing, L.L.C.)
2.0.0	2.	K 300530 – Exh B (Chesapeake Energy Marketing, L.L.C.)
1.0.0	3.	K 300530 – Exh C (Chesapeake Energy Marketing, L.L.C.)

STATEMENT OF NATURE, REASONS AND BASIS

Tiger is submitting an Amendment No. 2 to the previously accepted negotiated rate agreement entered into between Tiger and Chesapeake Energy Marketing, L.L.C. (Chesapeake) dated February 24, 2021 under Rate Schedule FTS (“Contract 300530”).¹ Amendment No. 2 consists of the following updates to Contract 300530:

- Section 3 of Contract 300530 has been revised to reflect the new term effective January 1, 2022 and ending March 31, 2024;
- Exhibits A and B, dated November 1, 2021 and previously accepted by the Commission as Amendment No. 1 ² are replaced in their entirety with those included in this filing and Exhibit B also includes the addition of a Primary Delivery Point (Point No. 100728, TGP Delhi, located in Franklin, Louisiana) and related point volume adjustments among the additional and existing Primary Delivery Points; and
- Article 1 of Exhibit C, dated February 24, 2021, is revised to reflect the new effective date of January 1, 2022 and Article 4 has been revised to reflect the change in the Extension Right from two (2) to five (5) years.

Amendment No. 2 also includes formatting changes to Exhibits A and B which remove the breakout associated with the calendar year 2021. The existing contract demand of 500,000 dekatherms (Dth) per day is unchanged and other than the items specifically mentioned herein, there are no

¹ FERC letter order dated March 19, 2021 issued in Docket No. RP21-584-000.
² FERC letter order dated December 15, 2021 issued in Docket No. RP22-392-000.

Ms. Kimberly Bose, Secretary
Federal Energy Regulatory Commission
December 28, 2021

changes to Contract 300530 with regards to rates or general terms and conditions from what Tiger previously filed in Docket No. RP22-392-000.

IMPLEMENTATION AND WAIVERS REQUESTED

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, Tiger requests that the proposed tariff records be accepted effective January 1, 2022, the effective date of Amendment No. 2 to Contract 300530.

Tiger respectfully requests the Commission grant waiver of any of its Regulations that it deems necessary to allow the proposed tariff records in the instant filing to become effective on January 1, 2022, as requested.

The Commission recently has begun to evaluate requests for waivers using the "four-factor test." The Commission grants waivers of tariff provisions where: (1) the applicant acted in good faith; (2) the waiver is of limited scope; (3) the waiver addresses a concrete problem; and (4) the waiver does not have undesirable consequences, such as harming third parties.³ Tiger respectfully contends that the circumstances here satisfy the foregoing criteria.

First, Tiger has acted in good faith by submitting this filing in a timely manner once Amendment No. 2 was fully executed. Second, Tiger's waiver request above is limited in scope and not a change to the overall previously accepted Contract 300530. Third, Tiger's requested waiver addresses a concrete problem because, absent the waiver, the currently filed tariff records for Contract 300530 are not current. Finally, Tiger's requested waiver does not result in undesirable consequences, such as harm to any third parties.

COMMUNICATIONS, PLEADINGS AND ORDERS

Tiger requests that all Commission orders and correspondence as well as pleadings and correspondence from other parties concerning this filing be served on each of the following:

Michael T. Langston⁴
Vice President
Chief Regulatory Officer
ETC Tiger Pipeline, LLC
1300 Main Street
Houston, TX 77002
(713) 989-7610
(713) 989-1205 (Fax)
michael.langston@energytransfer.com

Kevin Erwin^{4 5}
Associate General Counsel
ETC Tiger Pipeline, LLC
1300 Main Street
Houston, TX 77002
(713) 989-2745
(713) 989-1189 (Fax)
kevin.erwin@energytransfer.com

³ See, e.g., *Citizens Sunrise Transmission LLC*, 171 FERC ¶ 61,106, at P 10 (2020).

⁴ Designated to receive service pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure. Tiger respectfully requests that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow Tiger to include additional representatives on the official service list.

⁵ Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

Ms. Kimberly Bose, Secretary
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December 28, 2021

Lawrence J. Biediger ⁴
Sr. Director, Rates and Regulatory Affairs
ETC Tiger Pipeline, LLC
1300 Main Street
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Gia V. Cribbs ⁴
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2200 Pennsylvania Avenue, N.W.
Washington, DC 20037
(202) 662-3052
(202) 778-2201 (Fax)
sproctor@huntonak.com
giacribbs@huntonak.com

CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. In addition to four proposed tariff records filed in whole document format with metadata attached, the eTariff XML filing package contains:

- This transmittal letter in PDF format
- A clean version of the proposed tariff records in PDF format
- A marked version of the proposed tariff changes in PDF format
- A copy of the complete filing in PDF format for publishing in eLibrary.

POSTING AND CERTIFICATE OF SERVICE

In accordance with Section 154.2(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at Tiger's office at 1300 Main Street, Houston, Texas 77002. In addition, copies of this filing are being served on jurisdictional customers and interested state regulatory agencies. Tiger has posted a copy of this filing on its Internet web site accessible via <http://tigertransfer.energytransfer.com> under Informational Postings, Regulatory.

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

Respectfully submitted,

ETC TIGER PIPELINE, LLC

/s/ Kevin Erwin

Kevin Erwin
Associate General Counsel

ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective January 1, 2022

(Version 0.2.0, Agreement) K 300530 (Chesapeake Energy Marketing, L.L.C.)

Option Code "A"

AMENDMENT NO. 2
TO
RATE SCHEDULE FTS TRANSPORTATION AGREEMENT
BETWEEN
ETC TIGER PIPELINE, LLC
AND
CHESAPEAKE ENERGY MARKETING, L.L.C.

This Amendment No. 2 to Rate Schedule FTS Transportation Agreement ("Amendment") is made and entered into as of 01/01/2022, by and between ETC TIGER PIPELINE, LLC ("TIGER") and CHESAPEAKE ENERGY MARKETING, L.L.C. ("Shipper"). TIGER and Shipper hereby agree to amend that certain Rate Schedule FTS Transportation Agreement between TIGER and Shipper dated 02/24/2021 ("FTSA") as follows:

Section 3, Term of the FTSA, dated 02/24/2021, is hereby deleted in its entirety, and is replaced and superseded by the following:

Originally April 1, 2021, as amended and restated effective as of January 1, 2022 and continuing thereafter in full force and effect until March 31, 2024 ("Primary Term"), provided that the FERC approval(s) shall be subject to the satisfaction of Tiger.

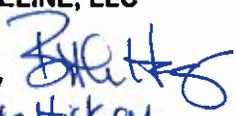
Exhibits A and B to the FTSA, dated 11/01/2021, are hereby deleted in their entirety, and are replaced and superseded by the attached Exhibits A and B dated 01/01/2022.

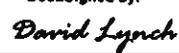
Exhibit C to the FTSA, dated 02/24/2021, is hereby deleted in its entirety, and is replaced and superseded by the attached Exhibit C dated 01/01/2022.

This amendment shall be effective as of 01/01/2022.

Except as otherwise expressly set forth herein, all other terms and conditions set forth in the FTSA shall remain in full force and effect as written.

TIGER and Shipper have caused this Amendment to be executed by their respective duly authorized representatives as of the date first set forth above.

ETC TIGER PIPELINE, LLC
 ("TIGER")
 /s/: Beth Hickey 
 NAME: Beth Hickey
 TITLE: EVP US Gas Pipelines

CHESAPEAKE ENERGY MARKETING, L.L.C.
 ("Shipper")
 /s/: Shipper: 
 NAME: David Lynch
 TITLE: Manager-Gas Marketing







ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective January 1, 2022

(Version 2.0.0, 1.) K 300530 - Exh A (Chesapeake Energy Marketing, L.L.C.)

Option Code "A"

EXHIBIT A

DATED 01/01/2022

TO

ETC TIGER PIPELINE, LLC

RATE SCHEDULE FTS

TRANSPORTATION AGREEMENT NO. 300530

DATED 02/24/2021

Company: CHESAPEAKE ENERGY MARKETING, L.L.C.

Contract: 300530

Receipt Point(s):

PRIMARY RECEIPT POINT(S):

Effective from: 01/01/2022 through: 12/31/2022

Name / Location	County Area	State	Point NO.	MDQ(Dth)
SPRINGRIDGE	DE SOTO	LA	78530	425000
MANSFIELD	DE SOTO	LA	78528	75000

Effective from: 01/01/2023 through: 12/31/2023

Name / Location	County Area	State	Point NO.	MDQ(Dth)
SPRINGRIDGE	DE SOTO	LA	78530	425000
MANSFIELD	DE SOTO	LA	78528	75000

Effective from: 01/01/2024 through: 03/31/2024

Name / Location	County Area	State	Point NO.	MDQ(Dth)
SPRINGRIDGE	DE SOTO	LA	78530	425000
MANSFIELD	DE SOTO	LA	78528	75000

Gas to be delivered to TIGER at the Receipt Point(s) shall be in accordance with Section 18.1 of TIGER's General Terms and Conditions, but shall not be in excess of the Maximum Allowable Operating Pressure (MAOP) stated for each Receipt Point in TIGER's Catalog of Points.

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, Booster Compression Fuel and Lost and Unaccounted For Gas Reimbursement Percentages (%)

Shipper will be assessed the applicable reimbursement percentages for Fuel Gas, Booster Compression Fuel, and for Lost and Unaccounted For Gas.

ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective January 1, 2022

(Version 2.0.0, 2.) K 300530 - Exh B (Chesapeake Energy Marketing, L.L.C.)

Option Code "A"

EXHIBIT B**DATED 01/01/2022****TO****ETC TIGER PIPELINE, LLC****RATE SCHEDULE FTS****TRANSPORTATION AGREEMENT NO. 300530****DATED 02/24/2021****Company: CHESAPEAKE ENERGY MARKETING, L.L.C.****Contract: 300530****Delivery Point(s):****PRIMARY DELIVERY POINT(S):****Effective from: 01/01/2022 through: 12/31/2022**

Name / Location	County Area	State	Point NO.	MDQ(Dth)
-----	-----	-----	-----	-----
TRUNKLINE GAS PIPELINE	RICHLAND	LA	78541	25000
TENNESSEE GAS PIPELINE	JACKSON	LA	78538	15000
TEXAS EASTERN	JACKSON	LA	78536	30000
COLUMBIA GULF	FRANKLIN	LA	78555	50000
ANR	RICHLAND	LA	78542	102000
SESH	RICHLAND	LA	78543	180000
TEXAS GAS TRANSMISSION	OUACHITA	LA	78540	88000
TGP DELHI	FRANKLIN	LA	100728	10000

Effective from: 01/01/2023 through: 12/31/2023

Name / Location	County Area	State	Point NO.	MDQ(Dth)
-----	-----	-----	-----	-----
TRUNKLINE GAS PIPELINE	RICHLAND	LA	78541	25000
TENNESSEE GAS PIPELINE	JACKSON	LA	78538	15000
TEXAS EASTERN	JACKSON	LA	78536	30000
COLUMBIA GULF	FRANKLIN	LA	78555	50000
ANR	RICHLAND	LA	78542	102000
SESH	RICHLAND	LA	78543	180000
TEXAS GAS TRANSMISSION	OUACHITA	LA	78540	88000
TGP DELHI	FRANKLIN	LA	100728	10000

Effective from: 01/01/2024 through: 03/31/2024

Name / Location	County Area	State	Point NO.	MDQ(Dth)
TRUNKLINE GAS PIPELINE	RICHLAND	LA	78541	25000
TENNESSEE GAS PIPELINE	JACKSON	LA	78538	15000
TEXAS EASTERN	JACKSON	LA	78536	30000
COLUMBIA GULF	FRANKLIN	LA	78555	50000
ANR	RICHLAND	LA	78542	102000
SESH	RICHLAND	LA	78543	180000
TEXAS GAS TRANSMISSION	OUACHITA	LA	78540	88000
TGP DELHI	FRANKLIN	LA	100728	10000

Delivery Pressure, Assumed Atmospheric Pressure

Gas to be delivered by TIGER to Shipper, or for Shipper's account, at the Delivery Point(s) shall be in accordance with Section 18.2 of TIGER's General Terms and Conditions.

ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective January 1, 2022

(Version 1.0.0, 3.) K 300530 - Exh C (Chesapeake Energy Marketing, L.L.C.)

Option Code "A"

**Contract No. 300530
ETC TIGER PIPELINE, LLC
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED APRIL 1, 2021 UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS**

AMENDED AND RESTATED EXHIBIT C

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 FTS Agreement, Contract No. 300530 ("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.

ARTICLE 1

TERM

1.1 **Term.** This NRA shall be effective as of January 1, 2022 and continuing through 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;
VOLUMETRIC COMMITMENT CHARGE**

2.1 **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 at the eligible points described below, 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:

Fixed Negotiated Monthly Reservation Rate:

\$0.3042/Dth of Contract MDQ (equivalent to \$0.01 on a daily basis)

Fixed Negotiated Commodity Rate: \$0.045/Dth.

Eligible Primary Receipt Points: All Primary Receipt Points set forth on Exhibit A of the FTS Agreement.

Eligible Secondary Receipt Points: All Receipt Points set forth on Appendix A to this NRA.

Eligible Primary Delivery Points: All Primary Delivery Points set forth on Exhibit B of the FTS Agreement.

Eligible Secondary Delivery Points: All Delivery Points set forth on Appendix A to this NRA.

2.2 **Volumetric Commitment Charge.** Shipper shall also pay the Volumetric Commitment Charge of \$0.045 per Dth of Other Production, as defined below:

Definitions:

"Other Production" means Daily Production less Allocated Daily Volumes.

"Daily Production" means all Gas actually produced by Shipper or its Affiliates (and their successors, assigns and replacement shippers) from the Commitment Properties (net of Gas consumed as fuel or in the production or gathering of such Gas and that has not been lost or unaccounted for) up to the MDQ.

“Allocated Daily Volumes” means the aggregate volumes shipped under this FTS Agreement in any given Day (including volumes shipped by any Affiliate, successor, assignee or replacement shipper hereunder). If Allocated Daily Volumes do not reach the total MDQ on any given Day during the Primary Term or extended Term of this Agreement, Tiger may request that Shipper or its Affiliates (and their successors, assigns or replacement shippers) provide invoices from Access Midstream, Azure Midstream or any gathering system utilized by Shipper or any Affiliate successor, assignee or replacement shipper to verify actual production from the Committed Properties. If Shipper or its Affiliates (and their successors, assigns or replacement shippers) fail to provide such invoices within sixty-five (65) days of such request, then Daily Production shall be deemed to be the full MDQ.

“Commitment Properties” means all interests Owned or Controlled by Shipper and its Affiliates (and their successors and assigns) in fee mineral, oil gas or mineral leases, contractual agreements, or other legal rights, insofar as such interest cover any rights with respect to Gas produced from lands located within the Commitment Area, whether owned on the date of this Agreement or acquired in the future.

“Commitment Area” means the geographic area within one-hundred (100) miles of any point or portions of Tiger’s FERC-certificated pipeline system, including the areas depicted in Appendix B to this Exhibit C, inclusive of the entirety of production units or fields a portion of which is included within such areas, and to the extent any portion of the area is described by a map in lieu of township and range, shall be interpreted in a manner most favorable under the circumstances to Tiger.

“Owned or Controlled” means, as to any Person, if such Person has title to Gas, whether by virtue of its ownership of fee minerals or oil and gas leases within the Commitment Area or otherwise, or, if such Person does not have title to Gas, such Person has the right, under any joint operating agreement, unit operating agreement or other contractual arrangement or arising by operation of Law, to receive, market or direct the disposition of produced Gas, on [Date] or at any time from time to time thereafter.

“Affiliate” means, when used with respect to a Person on the date of this Agreement or at any time from time to time thereafter, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the specified Person. For purposes of this definition, **“control”** means ownership of fifty percent (50%) or more of either the outstanding voting stock or other ownership interest of the controlled Person, or the power or right to direct or cause the direction of the policies and management of such Person, whether through the ownership of voting securities, by contract or otherwise. For avoidance of doubt, Chesapeake Energy Corporation and its Affiliates (and its and their successors and assigns) are deemed to be Affiliates of Shipper.

“Person” means an individual, corporation, partnership, limited partnership, joint venture, association, joint stock company, limited liability company, trust, unincorporated organization, Indian tribe or other entity or Governmental Authority.

“Governmental Authority” means any federal, state, local, municipal or other government, any governmental, regulatory or administrative, agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, including FERC, and any court or governmental tribunal, including any tribal authority having jurisdiction.

2.3 The Fixed Negotiated Monthly Reservation Rate, Fixed Negotiated Commodity Rate and Volumetric Commitment Charge 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.

3.2 **Other Rates and Charges.** 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 any other 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 the rate of \$0.055/Dth to TIGER for Authorized Overrun Service up to 50% in excess of the Contract MDQ and, for volumes in excess of 150% of the Contract MDQ, rates equal to the 100% load factor daily equivalent of the applicable maximum monthly base reservation rate as set forth in the Tariff. 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.

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 **Extension Right.** Upon written notice to Tiger at least one (1) year prior to the expiration of the Primary Term, Shipper shall have a right to extend the FTS Agreement for a term up to five (5) years for an MDQ of up to 500,000 Dth/d, at the same rates set forth in this NRA.

APPENDIX A TO NRA**Receipt Points:**

Receipt Point	County/Parish	State
Springridge (CHK CDP)	DeSoto	Louisiana
Mansfield (CHK CDP)	DeSoto	Louisiana
Arcadia Gas Storage	Bienville	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
Arcadia Gas Storage	Bienville	Louisiana

MARKED VERSION

ETC Tiger Pipeline, LLC

FERC NGA Gas Tariff

Filed Agreements

Effective April 1, 2021

(Version 0.0.0, Agreement) K 300530 (Chesapeake Energy Marketing, L.L.C.)

Option Code "A"

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

j. 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, AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT.

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

8. The above-stated Rate Schedule, as revised from time to time, controls this Agreement and is incorporated herein. The attached Exhibits A, B, and C are a part of this Agreement. No waiver, representation or agreement shall affect this Agreement unless it is in writing.

Agreed to by:

DocuSigned by:
ETC TIGER PIPELINE, LLC
/s/ Marshall McCrea
NAME: Marshall McCrea
TITLE: Co-CEO

DocuSigned by:
CHESAPEAKE ENERGY MARKETING, L.L.C.

/s/ Domenic J. Dell'Osso, Jr.
NAME: Domenic J. Dell'Osso, Jr.
TITLE: Executive Vice President and Chief Financial Officer

DS KE NH BH AA

DS AS AS NH CR DL JHB

~~ETC Tiger Pipeline, LLC~~

~~FERC NGA Gas Tariff~~

~~Filed Agreements~~

~~Effective November 1, 2021~~

~~(Version 1.0.0, 1.) K 300530 Exh A (Chesapeake Energy Marketing, L.L.C.)~~

~~Option Code "A"~~

EXHIBIT A

~~DATED 11/01/2021~~

TO

~~ETC TIGER PIPELINE, LLC~~

~~RATE SCHEDULE FTS~~

~~TRANSPORTATION AGREEMENT NO. 300530~~

~~DATED 02/24/2021~~

Company: ~~CHESAPEAKE ENERGY MARKETING, L.L.C.~~

~~Contract: 300530~~

~~Receipt Point(s):~~

~~PRIMARY RECEIPT POINT(S):~~

~~Effective from: 11/01/2021 through: 12/31/2021~~

Name / Location	County Area	State	Point NO.	MDQ(Dth)
SPRINGRIDGE	DE SOTO	LA	78530	425000
MANSFIELD	DE SOTO	LA	78528	75000

~~Effective from: 01/01/2022 through: 12/31/2022~~

Name / Location	County Area	State	Point NO.	MDQ(Dth)
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~~Effective from: 01/01/2023 through: 12/31/2023~~

Name / Location	County Area	State	Point NO.	MDQ(Dth)
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~~Effective from: 01/01/2024 through: 03/31/2024~~

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~~Gas to be delivered to TIGER at the Receipt Point(s) shall be in accordance with Section 18.1 of TIGER's General Terms and Conditions, but shall not be in excess of the Maximum Allowable Operating Pressure (MAOP) stated for each Receipt Point in TIGER's Catalog of Points.~~

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, Booster Compression Fuel and Lost and Unaccounted For Gas Reimbursement Percentages (%)~~

~~Shipper will be assessed the applicable reimbursement percentages for Fuel Gas, Booster Compression Fuel, and for Lost and Unaccounted For Gas.~~

~~ETC Tiger Pipeline, LLC~~

~~FERC NGA Gas Tariff~~

~~Filed Agreements~~

~~Effective November 1, 2021~~

~~(Version 1.0.0, 2.) K 300530 Exh B (Chesapeake Energy Marketing, L.L.C.)~~

~~Option Code "A"~~

EXHIBIT B

~~DATED 11/01/2021~~

~~TO~~

~~ETC TIGER PIPELINE, LLC~~

~~RATE SCHEDULE FTS~~

~~TRANSPORTATION AGREEMENT NO. 300530~~

~~DATED 02/24/2021~~

~~Company: CHESAPEAKE ENERGY MARKETING, L.L.C.~~

~~Contract: 300530~~

~~Delivery Point(s):~~

~~PRIMARY DELIVERY POINT(S):~~

~~Effective from: 11/01/2021 through: 12/31/2021~~

Name / Location	County Area	State	Point NO.	MDQ(Dth)
TRUNKLINE GAS PIPELINE	RICHLAND	LA	78541	30000
TENNESSEE GAS PIPELINE	JACKSON	LA	78538	20000
TEXAS EASTERN	JACKSON	LA	78536	30000
COLUMBIA GULF	FRANKLIN	LA	78555	50000
ANR	RICHLAND	LA	78542	102000
SESH	RICHLAND	LA	78543	180000
TEXAS GAS TRANSMISSION	OUACHITA	LA	78540	88000

~~Effective from: 01/01/2022 through: 12/31/2022~~

Name / Location	County Area	State	Point NO.	MDQ(Dth)
TRUNKLINE GAS PIPELINE	RICHLAND	LA	78541	30000
TENNESSEE GAS PIPELINE	JACKSON	LA	78538	20000
TEXAS EASTERN	JACKSON	LA	78536	30000
COLUMBIA GULF	FRANKLIN	LA	78555	50000
ANR	RICHLAND	LA	78542	102000
SESH	RICHLAND	LA	78543	180000
TEXAS GAS TRANSMISSION	OUACHITA	LA	78540	88000

~~Effective from: 01/01/2023 through: 12/31/2023~~

Name / Location	County Area	State	Point NO.	MDQ(Dth)
TRUNKLINE GAS PIPELINE	RICHLAND	LA	78541	30000
TENNESSEE GAS PIPELINE	JACKSON	LA	78538	20000
TEXAS EASTERN	JACKSON	LA	78536	30000
COLUMBIA GULF	FRANKLIN	LA	78555	50000
ANR	RICHLAND	LA	78542	102000
SESH	RICHLAND	LA	78543	180000
TEXAS GAS TRANSMISSION	OUACHITA	LA	78540	88000

~~Effective from: 01/01/2024 through: 03/31/2024~~

Name / Location	County Area	State	Point NO.	MDQ(Dth)
TRUNKLINE GAS PIPELINE	RICHLAND	LA	78541	30000
TENNESSEE GAS PIPELINE	JACKSON	LA	78538	20000
TEXAS EASTERN	JACKSON	LA	78536	30000
COLUMBIA GULF	FRANKLIN	LA	78555	50000
ANR	RICHLAND	LA	78542	102000
SESH	RICHLAND	LA	78543	180000
TEXAS GAS TRANSMISSION	OUACHITA	LA	78540	88000

~~Delivery Pressure, Assumed Atmospheric Pressure~~

~~Gas to be delivered by TIGER to Shipper, or for Shipper's account, at the Delivery Point(s) shall be in accordance with Section 18.2 of TIGER's General Terms and Conditions.~~

~~ETC Tiger Pipeline, LLC~~

~~FERC NGA Gas Tariff~~

~~Filed Agreements~~

~~Effective April 1, 2021~~

~~(Version 0.0.0, 3.) K 300530 Exh C (Chesapeake Energy Marketing, L.L.C.)~~

~~Option Code "A"~~

~~Contract No. 300530
ETC TIGER PIPELINE, LLC
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED APRIL 1, 2021 UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS~~

~~EXHIBIT C~~

~~NEGOTIATED RATE AGREEMENT~~

~~This Negotiated Rate Agreement ("NRA") between TIGER and Shipper, incorporated as an exhibit to, and made part of, the FTS Agreement, Contract No. 300530 ("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.~~

~~ARTICLE 1~~

~~TERM~~

~~1.1 **Term.** This NRA shall be effective during 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;
VOLUMETRIC COMMITMENT CHARGE~~

~~2.1 **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 at the eligible points described below, 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:~~

~~Fixed Negotiated Monthly Reservation Rate:
\$0.3042/Dth of Contract MDQ (equivalent to \$0.01 on a daily basis)~~

~~Fixed Negotiated Commodity Rate: \$0.045/Dth.~~

~~Eligible Primary Receipt Points: All Primary Receipt Points set forth on Exhibit A of the FTS Agreement.~~

~~Eligible Secondary Receipt Points: All Receipt Points set forth on Appendix A to this NRA.~~

~~Eligible Primary Delivery Points: All Primary Delivery Points set forth on Exhibit B of the FTS Agreement.~~

~~Eligible Secondary Delivery Points: All Delivery Points set forth on Appendix A to this NRA.~~

~~2.2 **Volumetric Commitment Charge.** Shipper shall also pay the Volumetric Commitment Charge of \$0.045 per Dth of Other Production, as defined below:~~

~~Definitions:~~

~~**"Other Production"** means Daily Production less Allocated Daily Volumes.~~

~~**"Daily Production"** means all Gas actually produced by Shipper or its Affiliates (and their successors, assigns and replacement shippers) from the Commitment Properties (net of Gas consumed as fuel or in the production or gathering of such Gas and that has not been lost or unaccounted for) up to the MDQ.~~

~~**"Allocated Daily Volumes"** means the aggregate volumes shipped under this FTS Agreement in any given Day (including volumes shipped by any Affiliate, successor, assignee or replacement shipper hereunder). If Allocated Daily Volumes do not reach the total MDQ on any given Day during the Primary Term or extended Term of this~~

~~Agreement, Tiger may request that Shipper or its Affiliates (and their successors, assigns or replacement shippers) provide invoices from Access Midstream, Azure Midstream or any gathering system utilized by Shipper or any Affiliate successor, assignee or replacement shipper to verify actual production from the Committed Properties. If Shipper or its Affiliates (and their successors, assigns or replacement shippers) fail to provide such invoices within sixty-five (65) days of such request, then Daily Production shall be deemed to be the full MDQ.~~

~~“Commitment Properties” means all interests Owned or Controlled by Shipper and its Affiliates (and their successors and assigns) in fee mineral, oil gas or mineral leases, contractual agreements, or other legal rights, insofar as such interest cover any rights with respect to Gas produced from lands located within the Commitment Area, whether owned on the date of this Agreement or acquired in the future.~~

~~“Commitment Area” means the geographic area within one hundred (100) miles of any point or portions of Tiger’s FERC-certificated pipeline system, including the areas depicted in Appendix B to this Exhibit C, inclusive of the entirety of production units or fields a portion of which is included within such areas, and to the extent any portion of the area is described by a map in lieu of township and range, shall be interpreted in a manner most favorable under the circumstances to Tiger.~~

~~“Owned or Controlled” means, as to any Person, if such Person has title to Gas, whether by virtue of its ownership of fee minerals or oil and gas leases within the Commitment Area or otherwise, or, if such Person does not have title to Gas, such Person has the right, under any joint operating agreement, unit operating agreement or other contractual arrangement or arising by operation of Law, to receive, market or direct the disposition of produced Gas, on [Date] or at any time from time to time thereafter.~~

~~“Affiliate” means, when used with respect to a Person on the date of this Agreement or at any time from time to time thereafter, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the specified Person. For purposes of this definition, “control” means ownership of fifty percent (50%) or more of either the outstanding voting stock or other ownership interest of the controlled Person, or the power or right to direct or cause the direction of the policies and management of such Person, whether through the ownership of voting securities, by contract or otherwise. For avoidance of doubt, Chesapeake Energy Corporation and its Affiliates (and its and their successors and assigns) are deemed to be Affiliates of Shipper.~~

~~“Person” means an individual, corporation, partnership, limited partnership, joint venture, association, joint stock company, limited liability company, trust, unincorporated organization, Indian tribe or other entity or Governmental Authority.~~

~~“Governmental Authority” means any federal, state, local, municipal or other government, any governmental, regulatory or administrative, agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, including FERC, and any court or governmental tribunal, including any tribal authority having jurisdiction.~~

~~2.3 The Fixed Negotiated Monthly Reservation Rate, Fixed Negotiated Commodity Rate and Volumetric Commitment Charge 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.~~

~~3.2 Other Rates and Charges. 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 any other 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 the rate of \$0.055/Dth to TIGER for~~

~~Authorized Overrun Service up to 50% in excess of the Contract MDQ and, for volumes in excess of 150% of the Contract MDQ, rates equal to the 100% load factor daily equivalent of the applicable maximum monthly base reservation rate as set forth in the Tariff. 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.~~

~~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 **Extension Right.** Upon written notice to Tiger at least one (1) year prior to the expiration of the Primary Term, Shipper shall have a right to extend the FTS Agreement for a term of two (2) years and upon such Extension the MDQ shall no longer be 500,000 Dth/d and thereafter shall be 102,000 Dth/d, at the same rates set forth in this NRA.~~

APPENDIX A TO NRA

Receipt Points:

Receipt Point	County/Parish	State
Springridge (CHK-CDP)	DeSoto	Louisiana
Mansfield (CHK-CDP)	DeSoto	Louisiana
Arcadia Gas Storage	Bienville	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
Arcadia Gas Storage	Bienville	Louisiana

APPENDIX B TO NRA

