

September 25, 2014

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

Re: Tennessee Gas Pipeline Company, L.L.C.
Negotiated Rate Agreement
Service Package Number 102661
Docket No. RP14-_____-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“**NGA**”), Part 154 of the Regulations of the Federal Energy Regulatory Commission (“**Commission**”), 18 C.F.R. Part 154, and 18 C.F.R. Part 154.112(a), Tennessee Gas Pipeline Company, L.L.C. (“**Tennessee**”) hereby tenders for filing and acceptance the following agreement between Tennessee and the shipper listed below, which agreement contains negotiated rates:

- (1) Statoil Natural Gas LLC (“**Statoil**”) (Service Package 102661-FTATGP)
 - (a) Gas Transportation Agreement, dated November 1, 2014; and
 - (b) Negotiated Rate Agreement, dated March 19, 2014
(“**Negotiated Rate Agreement**”).

The Gas Transportation Agreement and the Negotiated Rate Agreement listed above may be referred to herein collectively as the “**Agreements**.”

Tennessee herein submits the Agreements for inclusion in First Revised Volume No. 2 (“**Volume No. 2**”) of Tennessee’s FERC Gas tariff (“**Tariff**”). Additionally, as explained in more detail below, in Sixth Revised Volume No. 1 (“**Volume No. 1**”) of Tennessee’s Tariff, Tennessee proposes to simplify the Table of Contents for Volume No. 2. The proposed Tariff records are listed on Appendix A.

Tennessee respectfully requests that the Commission accept and approve the Agreements and the proposed Tariff records to allow the Agreements to become effective on November 1, 2014.

Statement of Nature, Reasons, and Basis for the Filing

1. Negotiated Rate Agreement

On August 30, 1996, in Docket No. RP96-312-000, the Commission approved, subject to conditions, Tennessee's July 16, 1996, tariff filing authorizing Tennessee to charge negotiated rates for its transportation and storage services.¹ Tennessee made its negotiated rate filing pursuant to the Commission's *Policy Statement*, which the Commission issued on January 31, 1996, and modified on July 25, 2003.² Both the *Policy Statement* and the orders approving Tennessee's negotiated rate option require Tennessee, when implementing a negotiated rate contract, to file either the contract or tariff sheets identifying and describing the transaction.³ The Commission has stated that pipelines' negotiated rate filings must disclose all consideration linked to the agreement.⁴ As to the disclosure of consideration, the Commission stated, "in any pipeline filing of a negotiated rate agreement, any other agreement, understanding, negotiation or consideration linked to the agreement must be disclosed in the pipeline's filing."⁵

From July 31, 2012, through August 20, 2012, Tennessee held a binding open season, simultaneously with the open season held for Tennessee's Rose Lake Expansion Project, pursuant to which Statoil was awarded certain capacity. On March 19, 2014, Tennessee and Statoil entered into a Negotiated Rate Agreement, in response to the request of Statoil to adjust its Rate Schedule FT-A transportation rates for service provided under the awarded capacity that is the subject of the Gas Transportation Agreement. The Gas Transportation Agreement provides for firm transportation from the Shoemaker Dehydration Plant in Susquehanna County, Pennsylvania, in Tennessee's Zone 4, to the Rose Lake delivery point in Potter County, Pennsylvania, in Tennessee's Zone 4, for the following terms and volumes:

- For the period from November 1, 2014, to October 31, 2016, 55,000 dekatherms per day ("**Dth/d**"); and
- For the period from November 1, 2016, to October 31, 2017, 15,000 Dth/d.

¹ *Tennessee Gas Pipeline Co.*, 76 FERC ¶ 61,224, *order on reh'g*, 77 FERC ¶ 61,215 (1996).

² Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines, 74 FERC ¶ 61,076 (1996); Natural Gas Pipeline Negotiated Rate Policies and Practices, 104 FERC ¶ 61,134 (2003) ("*Policy Statement*").

³ *Tennessee Gas Pipeline Co.*, 77 FERC at 61,877; *Policy Statement*, 74 FERC at 61,241.

⁴ *Columbia Gulf Transmission Co.*, 85 FERC ¶ 61,373 (1998).

⁵ *Id.* at 62,424.

Tennessee submits for filing with the Commission the referenced Agreements. The Agreements reflect: (1) the exact legal name of the Shipper; (2) the total charges (rate and applicable surcharges) for the Shipper; (3) the receipt and delivery points for the Shipper; (4) the volumes of gas to be transported for the Shipper; and (5) the applicable rate schedule for the transportation service to be provided. The information set forth in the Agreements fully discloses the essential conditions involved in the negotiated rate transactions with Statoil, including a specification of all consideration.

2. Proposed Volume No. 2 Table of Contents reference in Volume No. 1

In addition to the Agreements discussed above, Tennessee proposes to revise Tariff records Tenth Revised Sheet No. 936, Eleventh Revised Sheet No. 937, and Fifth Revised Sheet No. 938, which are included in Volume No. 1 as the Table of Contents for Volume No. 2. Tennessee proposes to remove individual agreement references in order to simplify the Table of Contents⁶ listed in Volume No. 1. Tennessee will continue to include on Section 1 Table of Contents in Volume No. 2 the individual Negotiated Rate and Non-Conforming Agreements in Sections 2, 3, and 4, as well as additional detail in Sections 5, 6, 7, and 8.

Materials Enclosed

In accordance with the applicable provisions of Part 154 of the Commission's regulations, Tennessee provides an eTariff .xml filing package containing:

- (1) A transmittal letter in PDF format, Appendix A attached;
- (2) Revised Tariff records in RTF format with metadata attached;
- (3) A clean version of the Tariff records in PDF format for posting on eLibrary;
- (4) A marked version of the Tariff records in PDF format pursuant to 18 C.F.R. § 154.201 showing changes to Tennessee's effective Tariff records for posting on eLibrary;⁷ and
- (5) A copy of the entire filing in PDF format for posting on eLibrary.

Service and Correspondence

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

⁶ By Letter Order dated April 8, 2011, in Docket No. RP11-1877-000, the Commission approved Natural Gas Pipeline Company of America LLC (Natural) proposed tariff records filed March 9, 2011, to remove individual agreement references in order to simplify the Table of Contents under Natural's Original Volume No. 1-A.

⁷ The redlining in each Exhibit A to the transportation agreement shows the above-referenced point amendment.

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paper copy of this filing may only be served if a customer has been granted waiver of electronic service pursuant to 18 C.F.R. Part 390 of the Commission's Regulations. In addition, an electronic copy of this filing is available for public inspection during regular business hours in Tennessee's office at 1001 Louisiana Street, Houston, Texas 77002.

Pursuant to 18 C.F.R. § 385.2005 and § 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 knowledge and belief of the undersigned.

The names, titles, and mailing addresses of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

*John E. Griffin
Assistant General Counsel
Tennessee Gas Pipeline Company, L.L.C.
1001 Louisiana Street, Suite 1000
Houston, TX 77002
(713) 420-3624
John_Griffin2@kindermorgan.com

*H. Milton Palmer, Jr.
Director, Rates and Regulatory Affairs
Tennessee Gas Pipeline Company, L.L.C.
1001 Louisiana Street, Suite 1000
Houston, TX 77002
(713) 420-3297
milton_palmer@kindermorgan.com

(*Persons designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203 and 18 C.F.R. § 385.2010.)

Effective Date and Waiver Request

Tennessee respectfully requests that the Commission grant all waivers of its Regulations necessary to accept and approve Tennessee's revised Tariff records to be effective November 1, 2014.

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, Tennessee hereby moves to place the revised Tariff records into effect at the requested effective date, or at the expiration of any suspension period set by the Commission. If the Commission conditions the acceptance of this filing in any way, Tennessee reserves the right to withdraw the proposed Tariff record or to file a later motion to place such Tariff record into effect at a later date.

Any questions regarding this filing may be directed to the undersigned at (713) 420-3624.

Respectfully submitted,

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

/s/ John E. Griffin
John E. Griffin
Assistant General Counsel

APPENDIX A

Statoil Natural Gas LLC SP102661

Tennessee Gas Pipeline FERC Gas Tariff
Sixth Revised Volume No. 1
Tariff Sheets/Records

Proposed Effective: November 1, 2014

Section Title			
Narrative Name	Record Contents Description	Tariff Record Title	Version
Tenth Revised Sheet No. 936	Sheet No. 936	Table of Contents Volume No. 2	10.0.0
Eleventh Revised Sheet No. 937	Sheet No. 937	Reserved for Future Use	11.0.0
Fifth Revised Sheet No. 938	Sheet No. 938	Reserved for Future Use	5.0.0

Tennessee Gas Pipeline FERC Gas Tariff
First Revised Volume No. 2
Tariff Sections

Proposed Effective Date November 1, 2014

Description	Title	Version
1. Table of Contents	Table of Contents	22.0.0
2.1 Gas Trans Agmt	Statoil Natural Gas LLC SP102661	2.0.0
2.1.1 Gas Trans Agmt	Exhibit A	3.0.0
2.1.2 Gas Trans Agmt	Negotiated Rate Agreement	2.0.0

CLEAN TARIFF SHEETS / RECORDS

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Sheet No. 937 is Reserved for Future Use.

Sheet No. 938 is Reserved for Future Use.

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Tariff Submitter:	Tennessee Gas Pipeline Company, L.L.C.
FERC Tariff Program Name:	FERC NGA Gas Tariff
Tariff Title:	TGP Tariffs
Tariff Record Proposed Effective Date:	November 1, 2014
Tariff Record Title:	2.0.0, 2.1 Gas Trans Agmt, Statoil Natural Gas LLC SP102661
Option Code:	A

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the 1 day of November, 2014, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and STATOIL NATURAL GAS LLC, a DELAWARE LIMITED LIABILITY COMPANY, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 **TRANSPORTATION QUANTITY** - shall mean the maximum daily quantity of gas which Transporter agrees to receive and Transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during the term hereof, as specified on Exhibit A attached hereto. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit A attached hereto.
- 1.2 **EQUIVALENT QUANTITY** - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit A attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

GAS TRANSPORTATION AGREEMENT

(For Use Under FT-A Rate Schedule)

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, Extended Receipt and Delivery Service Volumes or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a 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 Rates 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, as 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 sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

- 6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.
- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

GAS TRANSPORTATION AGREEMENT

(For Use Under FT-A Rate Schedule)

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles VI and VII, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
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GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

- (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- 12.1 This contract shall be effective as of 1 November, 2014 and shall remain in force and effect, unless modified as per Exhibit B, until 31 March, 2017 ('Primary Term') and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is less than one year, then notice of termination may be provided via Transporter's Interactive Website; provided further, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.
P. O. Box 2511
Houston, Texas 77252-2511

Attention: Director, Transportation Control

SHIPPER:
NOTICES: STATOIL NATURAL GAS LLC
120 LONG RIDGE ROAD
3RD FLOOR STAMFORD CT USA
06902

Attention: JOHN NAIRN

BILLING: STATOIL NATURAL GAS LLC
120 LONG RIDGE ROAD
3RD FLOOR STAMFORD CT USA
06902

Attention: JOHN NAIRN

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article VI, Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV

MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's


GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through Transporter's Interactive Website and Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

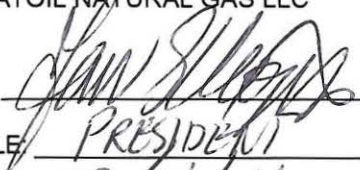
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY:  _____
Agent and Attorney-in-Fact

san *CP*

STATOIL NATURAL GAS LLC

BY:  _____

TITLE: PRESIDENT

DATE: 03/26/14

**GAS TRANSPORTATION AGREEMENT
EXHIBIT "A"**
TO GAS TRANSPORTATION AGREEMENT
DATED November 1, 2014
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
STATOIL NATURAL GAS LLC

STATOIL NATURAL GAS LLC
EFFECTIVE DATE OF AMENDMENT: November 1, 2014
RATE SCHEDULE: FT-A
SERVICE PACKAGE: 102661-FTATGP

BEGINNING DATE	ENDING DATE	TQ
11/01/2014	10/31/2016	55000
11/01/2016	03/31/2017	15000

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
11/01/2014	10/31/2016	412846	APPLACHA/TGP UDP SHOEMAKER DEHY: RI	APPALACHIA MIDSTREAM SER	SUSQUEHANNA	PA	4	R	300	55000
11/01/2016	03/31/2017	412846	APPLACHA/TGP UDP SHOEMAKER DEHY: RI	APPALACHIA MIDSTREAM SER	SUSQUEHANNA	PA	4	R	300	15000
11/01/2014	10/31/2016	420527	NFG/TGP ROSE LAKE POTTER	NATIONAL FUEL SUPPLY	POTTER	PA	4	D	300	55000
11/01/2016	03/31/2017	420527	NFG/TGP ROSE LAKE POTTER	NATIONAL FUEL SUPPLY	POTTER	PA	4	D	300	15000

Total Receipt TQ

Total Delivery TQ

NUMBER OF RECEIPT POINTS:

NUMBER OF DELIVERY POINTS:

Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

**GAS TRANSPORTATION AGREEMENT
 EXHIBIT "A"**
 TO GAS TRANSPORTATION AGREEMENT
 DATED November 1, 2014
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.
 AND
 STATOIL NATURAL GAS LLC

STATOIL NATURAL GAS LLC
 EFFECTIVE DATE OF AMENDMENT: November 1, 2014
 RATE SCHEDULE: FT-A
 SERVICE PACKAGE: 102661-FTATGP

Beginning Date	Ending Date	TQ
11/01/2014	10/31/2016	55000
11/01/2016	03/31/2017	15000

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
11/01/2014	10/31/2016	412846	APPLACHA/TGP UDP SHOEMAKER DEHY: RI	APPALACHIA MIDSTREAM SER	SUSQUEHANNA	PA	4	R	300	55000
11/01/2016	03/31/2017	412846	APPLACHA/TGP UDP SHOEMAKER DEHY: RI	APPALACHIA MIDSTREAM SER	SUSQUEHANNA	PA	4	R	300	15000
11/01/2014	10/31/2016	420527	NFG/TGP ROSE LAKE POTTER	NATIONAL FUEL SUPPLY	POTTER	PA	4	D	300	55000
11/01/2016	03/31/2017	420527	NFG/TGP ROSE LAKE POTTER	NATIONAL FUEL SUPPLY	POTTER	PA	4	D	300	15000

Total Receipt TQ

Total Delivery TQ

NUMBER OF RECEIPT POINTS:

NUMBER OF DELIVERY POINTS:

Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

Tariff Submitter:	Tennessee Gas Pipeline Company, L.L.C.
FERC Tariff Program Name:	FERC NGA Gas Tariff
Tariff Title:	TGP Tariffs
Tariff Record Proposed Effective Date:	November 1, 2014
Tariff Record Title:	2.0.0, 2.1.2 Gas Trans Agmt, Negotiated Rate Agreement
Option Code:	A



Tennessee Gas Pipeline
Company, L.L.C.
a Kinder Morgan company

March 19, 2014

Statoil Natural Gas LLC
120 Long Ridge Road, 3rd Floor
Stamford, CT 06902

Attention: Jan Rune Schøpp

RE: Negotiated Rate Agreement
Rate Schedule FT-A Service Package No. 102661-FTATGP
Open Season #843

Dear Jan:

Tennessee Gas Pipeline Company, L.L.C. ("Tennessee") held a binding open season, pursuant to which Statoil Natural Gas LLC ("Statoil") was awarded capacity. In response to the request of Statoil and pursuant to Section 5.6 of Tennessee's Rate Schedule FT-A, Tennessee hereby agrees to adjust its then applicable Rate Schedule FT-A transportation rates for service provided under the above-referenced gas transportation agreement as follows:

1. a) If Statoil attempts to apply this Negotiated Rate Agreement to any volumes and/or to any points not eligible for the discount and thereby fails to pay correctly invoiced and undisputed amounts, then, if such failure is not cured within thirty days of provision of notice by Tennessee to Statoil of such failure, Tennessee shall have the right, in its sole discretion, to immediately terminate this Negotiated Rate Agreement with Statoil and/or to assess, from the date of such violation of the terms of this Negotiated Rate Agreement, the applicable maximum rate on all transactions occurring under the Service Package for the month(s) in which such limits were exceeded.
- b) For the period commencing November 1, 2014, and extending through March 31, 2017, for gas delivered by Tennessee on behalf of Statoil to any Zone 4 delivery meter under the above referenced Service Package, the applicable Rate Schedule FT-A reservation and commodity rates for volumes up to Statoil's Transportation Quantity ("TQ") received by Tennessee from any Zone 4 receipt meter will be:
 - i) A fixed monthly reservation rate of \$3.0417 per Dth, plus, for any volumes delivered to a delivery meter other than Statoil's Primary Delivery Point, an incremental daily reservation rate equal to \$0.0782 per Dth.and
 - ii) 1) A fixed commodity rate of \$.0028 per Dth for receipts within the Service Package capacity path to Statoil's Primary Delivery Point, or 2) a fixed commodity rate of \$0.0468 per Dth for all other receipt and/or delivery path combinations within Zone 4.
- c) Total daily deliveries (defined as the sum of daily deliveries under this Service Package and daily deliveries under any capacity release agreement(s) associated with this Service Package), exclusive of Authorized Overrun, in excess of 100% of Statoil's TQ, shall be subject to a fixed incremental daily reservation rate equal to \$0.1782 per Dth plus a fixed commodity rate equal to \$0.0468 per Dth.
- d) In addition to the rates stated above, Statoil shall also pay the applicable Fuel and Loss Retention (FL&R), Electric Power Cost Recovery (EPCR) charges, and all other applicable surcharges specified in Tennessee's Tariff.

- e) Engaging an agent to manage Statoil's utilization of its gas transportation agreement shall not, on its own, cause Statoil to incur the applicable maximum daily commodity rates under Rate Schedule FT-A described hereunder; however, such agent's management of Statoil's gas transportation agreement shall be subject to all of the terms and conditions of the gas transportation agreement, this Negotiated Rate Agreement and Tennessee's Tariff.
- f) Capacity temporarily released or assigned pursuant to Tennessee's Tariff shall be charged Tennessee's maximum commodity rates under Rate Schedule FT-A as well as the applicable FL&R and EPCR rates for Rate Schedule FT-A. For a release under 18 C.F.R. § 284.8(h) to either an asset manager or a marketer participating in a state-regulated retail access program, Tennessee will pass through any negotiated commodity rates and applicable fuel and loss charges and surcharges.

2. This Negotiated Rate Agreement shall be filed with and is subject to approval by the Federal Energy Regulatory Commission. If any terms of this Negotiated Rate Agreement are disallowed by any order, rulemaking, regulation or policy of the Federal Energy Regulatory Commission, Tennessee may immediately terminate this Negotiated Rate Agreement. If any terms of this Negotiated Rate Agreement are in any way modified by order, rulemaking, regulation or policy of the Federal Energy Regulatory Commission, Tennessee and Statoil may mutually agree to amend this Negotiated Rate Agreement in order to ensure that the original commercial intent of the parties is preserved. In the event that the parties cannot achieve mutual agreement, Tennessee reserves the right to immediately terminate this Negotiated Rate Agreement.

If Statoil is interested in entering into the Negotiated Rate Agreement for firm capacity in accordance with the terms proposed above, please have the authorized representative of Statoil execute this Negotiated Rate Agreement, and return to the undersigned. This Negotiated Rate Agreement will become binding upon the parties only after it then is accepted and executed by Tennessee's authorized representative on the below "Agreed to and Accepted" portion. One fully executed copy will be returned for your records.

Please contact me at 713-420-2230 if you have any questions.

Sincerely,



Stuart G. Neck
Director, Business Development
Tennessee Gas Pipeline Company, L.L.C.

Sanj cop

TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AGREED TO AND ACCEPTED
THIS 31 DAY OF MARCH, 2014.

By: _____
Name: Sital Mody
Vice President, Marketing
Title: _____

STATOIL NATURAL GAS LLC
AGREED TO AND ACCEPTED
THIS 26 DAY OF MARCH, 2014.

By: _____
Name: JAN SCHØPP
Title: PRESIDENT

MARKED TARIFF SHEETS / RECORDS

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Tariff Record Proposed Effective Date:	October <u>November</u> 1, 2014
Tariff Record Title:	1-0-02-0.0 , 2.1 Gas Trans Agmt, Reserved for Future Use <u>Statoil Natural Gas LLC SP102661</u>
Option Code:	A

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GAS TRANSPORTATION AGREEMENT
EXHIBIT "A"
TO GAS TRANSPORTATION AGREEMENT
DATED November 1, 2014
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
STATOIL NATURAL GAS LLC

STATOIL NATURAL GAS LLC
EFFECTIVE DATE OF AMENDMENT: November 1, 2014
RATE SCHEDULE: FT-A
SERVICE PACKAGE: 102661-FTATGP

<u>Beginning Date</u>	<u>Ending Date</u>	<u>TO</u>
-----------------------	--------------------	-----------

<u>11/01/2014</u>	<u>10/31/2016</u>	<u>55000</u>
<u>11/01/2016</u>	<u>03/31/2017</u>	<u>15000</u>

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<u>11/01/2014</u>	<u>10/31/2016</u>	<u>420527</u>	<u>NFG/TGP ROSE LAKE</u> <u>POTTER</u>	<u>NATIONAL FUEL SUPPLY</u>	<u>POTTER</u>	<u>PA</u>	<u>4</u>	<u>D</u>	<u>300</u>	<u>55000</u>
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