



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

September 30, 2016

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 and Non-Conforming Service Agreement
Service Package No. 301591
Docket No. RP16-_____-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(b), Tennessee Gas Pipeline Company, L.L.C. (“Tennessee”), hereby tenders for filing and acceptance the following agreements between Tennessee and the shipper listed below, which such agreements contains negotiated rates and non-conforming language:

- (1) Mex Gas Supply, S.L. (“Mex Gas”) (Service Package No. 301591)
 - (a) Gas Transportation Agreement, dated January 1, 2015 (“Mex Gas Service Agreement”); and
 - (b) Negotiated Rate Agreement, dated March 2, 2015 (“Mex Gas NRA”).

The Mex Gas Service Agreement and the Mex Gas NRA may be referred to herein collectively as the “Mex Gas Agreements.” Tennessee submits the Mex Gas Agreements for inclusion in Section 4.13 of First Revised Volume No. 2 (“Volume No. 2”) of Tennessee’s FERC Gas Tariff (“Tariff”), and also proposes to include a reference to the Mex Gas Agreements in the revised Table of Contents for Volume No. 2. Additionally, Tennessee submits revised tariff records for filing and acceptance to its FERC Gas Tariff, Sixth Revised Volume No. 1 (“Volume No. 1”) that reflect the Agreements, which contain non-conforming language. 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 effective on October 1, 2016.

Statement of Nature, Reasons, and Basis for the Filing

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

Tennessee submits for filing with the Commission the referenced Mex Gas Agreements, which reflect: (1) Mex Gas' exact legal name; (2) the total charges (rate and applicable surcharges) for the transportation service to be provided; (3) Mex Gas' primary receipt and delivery points; (4) the volumes of gas to be transported for Mex Gas; and (5) the applicable rate schedule for the transportation service to be provided.

The information set forth in the Mex Gas NRA fully discloses the essential conditions involved in the negotiated rate transactions with Mex Gas, including a specification of all consideration.

In addition to the negotiated rates for which Tennessee seeks Commission approval, Tennessee is submitting the Mex Gas Service Agreement for Commission approval as a non-conforming service agreement pursuant to Section 154.1(d) of the Commission's Regulations because the Mex Gas Service Agreement contains provisions which may "deviate in [a] material aspect" from the pro forma Rate Schedule FT-A Gas Transportation Agreement contained in Tennessee's Tariff (the "Pro Forma FT-A Agreement"). In that regard, Section 154.1 of the Commission's Regulations requires that "[a]ny contract or executed service agreement which deviates in any material aspect from the form of service agreement in the [pipeline's] tariff" be filed with the Commission.

The Mex Gas Service Agreement differs from Tennessee's Pro Forma FT-A Agreement in three respects:

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.

- First, Article VII of the Mex Gas Service Agreement, which governs billings and payments, differs from Article VII of the Pro Forma FT-A Agreement, providing that original invoices will be sent via priority overnight mail to the Mex Gas representative listed in Article XIII and to such other persons as Mex Gas shall direct.
- Second, because the Mex Gas Service Agreement was executed prior to a recent revision to the Pro Forma FT-A Agreement, in Section 12.1 of the Mex Gas Service Agreement, the second word is “contract” instead of “Agreement.” This wording reflects the language that existed in Section 12.1 of the Pro Forma FT-A Agreement at the time the Mex Gas Service Agreement was executed. In any case, this revision has no substantive impact on the meaning of Section 12.1.
- Third, because the Mex Gas Service Agreement is between a U.S. limited liability company and a foreign entity, the provision governing choice of law contained in Article XV of the Pro Forma FT-A Agreement has been revised to add a new provision requiring that any dispute which cannot be resolved by good faith negotiations and which is not subject to the Commission’s exclusive jurisdiction shall be settled under the Rules of Arbitration of the International Chamber of Commerce (“ICC Rules”). Any disputes which cannot be resolved must be submitted to arbitration by a panel of three arbitrators in accordance with the ICC Rules. The provisions establishing the details of this arbitration are set forth in Section 15.2 of the Mex Gas Service Agreement and are identical to the provisions incorporated in other gas transportation agreements between Tennessee and Mex Gas (or its predecessors in interest) previously approved by the Commission.⁶

Consistent with its prior actions as well as its policy pertaining to contracts which materially deviate from Tennessee’s Pro Forma FT-A Agreement, Tennessee submits that the Commission should approve the above-enumerated non-conforming provisions in the Mex Gas Service Agreement because they do not present a significant potential for undue discrimination among shippers.

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 revised Tariff records in PDF format for posting on eLibrary;

⁶ See, e.g., Letter Order in Docket No. RP15-245 (Dec. 23, 2014).

- (4) A marked version of the revised 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;
- (5) A copy of the Gas Transportation Agreement and Negotiated Rate Agreements; and
- (6) A "Redlined" or highlighted version of the Service Agreement;
- (7) 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 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.
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Houston, Texas 77002
(713) 420-3624
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(*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 waive the 30-day notice period of its Regulations, accept and approve the new Agreements and Tariff records to be effective October 1, 2016.⁷

⁷ The Commission has routinely waived the 30-day notice period for negotiated rate filings. *See Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated*

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, Tennessee hereby moves to place the revised Tariff record 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/ Milton Palmer, Jr. _____

Milton Palmer, Jr.
Vice President, Rates and Regulatory Affairs

APPENDIX A

Volume No. 2 – Negotiated Rate Agreements with Mex Gas Supply, S.L.

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

Proposed Effective Date November 1, 2015

Section Title			
Narrative Name	Record Contents Description	Tariff Record Title	Version
Eleventh Revised Sheet No. 396A	Sheet No. 396A		53.0

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

Proposed Effective Date October 1, 2016

Description	Title	Version
1. Table of Contents	Table of Contents	38.0.0
4.13 Gas Trans Agmt	Mex Gas Supply, S. L. SP301591	2.0.0
4.13.1 Gas Trans Agmt	Exhibit A	3.0.0
4.13.2 Gas Trans Agmt	Negotiated Rate Agreement	2.0.0

CLEAN TARIFF SHEETS / RECORDS

GENERAL TERMS AND CONDITIONS (continued)

XXXIV. NON-CONFORMING AGREEMENTS
(continued)

41. Chesapeake Energy Marketing, L.L.C., FT-A Amended and Restated Gas Transportation Agreement dated April 22, 2013– MPP Project SP103034. Revised Exhibit A dated October 1, 2013.
42. Total Gas & Power North America, Inc., FT-A Gas Transportation Agreement dated April 22, 2013 – MPP Project SP106376.
43. Reserved for Future Use.
44. Cabot Oil and Gas Corporation, FT-A Gas Transportation Agreement dated November 1, 2013 – SP93924.
45. Southwestern Energy Services Company, FT-A Gas Transportation Agreement Dated November 1, 2013 – SP92985.
46. UGI Penn Natural Gas, Inc. FT-A Gas Transportation Agreement Dated February 24, 2014 - SP301692.
47. South Jersey Resources Group, LLC, FT-A Gas Transportation Agreement Dated October 23, 2013 – SP100754.
48. Statoil Natural Gas LLC, FT-A Gas Transportation Agreement Dated October 15, 2013 – SP100755.
49. MEX Gas Supply, S.L., FT-A Gas Transportation Agreement Dated January 1, 2015 – SP307989.
50. Seneca Resources Corporation, FT-A Gas Transportation Agreement dated March 13, 2015 – Niagara Expansion Project SP315568.
51. Seneca Resources Corporation, FT-A Gas Transportation Agreement dated March 13, 2015 – Niagara Expansion Project SP315567.
52. Antero Resources Corporation, FT-A Gas Transportation Agreement dated July 8, 2014 – Broad Run Flexibility Project. Amendment to Gas Transportation Agreement dated September 21, 2015 - SP315616.
53. Mex Gas Supply, S.L., FTA-A Gas Transportation Agreement dated January 1, 2015 – SP301591

TABLE OF CONTENTS

Volume No. 2

Section 1 Table of Contents

Section 2 Negotiated Rate Agreement

- 2.1 Gas Transportation Agreement – Statoil Natural Gas LLC SP102661
 - 2.1.1 Exhibit A
 - 2.1.2 Negotiated Rate Agreement
- 2.2 Reserved for Future Use
 - 2.2.1 Reserved for Future Use
 - 2.2.2 Reserved for Future Use
- 2.3 Gas Transportation Agreements and Negotiated Rate Letters – NORTHEAST CONNEXION PROJECT
 - 2.3.1 Exhibit A – Amended Connecticut Natural Gas Corporation SP64027
 - 2.3.2 Exhibit A – Amended Connecticut Natural Gas Corporation SP64028
 - 2.3.3 Exhibit A – Amended The Berkshire Gas Company SP64029
 - 2.3.4 Exhibit A – Amended The Berkshire Gas Company SP64030
 - 2.3.5 Exhibit A – Amended Boston Gas Company SP64023
 - 2.3.6 Exhibit A – Amended Boston Gas Company SP64024
 - 2.3.7 Exhibit A – Amended The Narragansett Electric Company SP64025
 - 2.3.8 Exhibit A – Amended The Narragansett Electric Company SP64026
- 2.4 Reserved for Future Use
 - 2.4.1 Reserved for Future Use
 - 2.4.2 Reserved for Future Use
 - 2.4.3 Reserved for Future Use
- 2.5 Gas Transportation Agreement – Chief Oil & Gas, LLC SP307991
 - 2.5.1 Exhibit A
 - 2.5.2 Negotiated Rate Letter Agreement
- 2.6 Gas Transportation Agreement – Tug Hill Marcellus, LLC SP307988
 - 2.6.1 Exhibit A
 - 2.6.2 Negotiated Rate Letter Agreement
- 2.7 Gas Transportation Agreement – Enerplus Resources (USA) Corporation SP307996
 - 2.7.1 Exhibit A
 - 2.7.2 Negotiated Rate Letter Agreement
- 2.8 Gas Transportation Agreement – Enerplus Resources (USA) Corporation SP319104
 - 2.8.1 Exhibit A
 - 2.8.2 Negotiated Rate Letter Agreement
- 2.9 Gas Transportation Agreement – Enerplus Resources (USA) Corporation SP319105
 - 2.9.1 Exhibit A
 - 2.9.2 Negotiated Rate Letter Agreement
- 2.10 through 2.20 Reserved for Future Use
- 2.21 Gas Transportation Agreement – Freepoint Commodities, LLC SP309044
 - 2.21.1 Exhibit A
 - 2.21.2 Negotiated Rate Agreement
- 2.22 through 2.34 Reserved for Future Use

Section 3 Non-Conforming Agreements

- 3.1 Gas Transportation Agreement – MGI SUPPLY, LTD SP101510
 - 3.1.1 Exhibit A
- 3.2 Gas Transportation Agreement – MGI SUPPLY, LTD SP108696
 - 3.2.1 Exhibit A
- 3.3 Gas Transportation Agreement – Southwestern Energy Services Company SP103269 - MPP Project
 - 3.3.1 Exhibit A
 - 3.3.2 Discounted Rate Agreement
- 3.4 Amended and Restated Gas Transportation Agreement – Chesapeake Energy Marketing, L.L.C. SP103034 - MPP Project
 - 3.4.1 Exhibit A - Revised
 - 3.4.2 Discounted Rate Agreement
 - 3.4.3 Assignment, Assumption, and Consent Agreement
 - 3.4.4 Letter to Amend Agmt – Revised Exhibit A
 - 3.4.5 Chesapeake Name Change-Certificate of Conversion
- 3.5 Gas Transportation Agreement – Total Gas & Power North America, Inc. SP106376 - MPP Project
 - 3.5.1 Exhibit A
 - 3.5.2 Discounted Rate Agreement
 - 3.5.3 Assignment, Assumption, and Consent Agreement
- 3.6 Gas Transportation Agreement – MEX Gas Supply, S.L. SP307989
 - 3.6.1 Exhibit A

Section 4 Negotiated Rate Agreements and Non-Conforming Agreements

- 4.1 Gas Transportation Agreement – EQT Energy LLC SP77253
 - 4.1.1 Exhibit A
 - 4.1.2 Negotiated Rate Letter
 - 4.1.3 Credit Agreement
- 4.2 Gas Transportation Agreement – Anadarko Energy Services Company SP97028 – NSD Project
 - 4.2.1 Exhibit A - Amended
 - 4.2.2 Negotiated Rate Letter
- 4.3 Reserved for Future Use
 - 4.3.1 Reserved for Future Use
 - 4.3.2 Reserved for Future Use
 - 4.3.3 Reserved for Future Use
- 4.4 Gas Transportation Agreement – Cabot Oil & Gas Corporation SP96245 – NSD Project
 - 4.4.1 Exhibit A
 - 4.4.2 Negotiated Rate Letter
- 4.5 Gas Transportation Agreement – MMGS Inc. SP97127 – NSD Project
 - 4.5.1 Exhibit A - Amended
 - 4.5.2 Negotiated Rate Letter
- 4.6 Reserved for Future Use
 - 4.6.1 Reserved for Future Use
 - 4.6.2 Reserved for Future Use
 - 4.6.3 Reserved for Future Use
- 4.7 Gas Transportation Agreement – Seneca Resources Corporation SP 97126 – NSD Project
 - 4.7.1 Exhibit A
 - 4.7.2 Negotiated Rate Agreement
 - 4.7.3 First Amendment to Negotiated Rate Agreement
- 4.8 Gas Transportation Agreement – Bay State Gas Company SP 98775 – Northampton Expansion Project

- 4.8.1 Exhibit A
- 4.8.2 Negotiated Rate Letter
- 4.9 Gas Transportation Agreement – The Berkshire Gas Company SP 98774 – Northampton Expansion Project
 - 4.9.1 Exhibit A
 - 4.9.2 Negotiated Rate Letter
- 4.10 Gas Transportation Agreement – South Jersey Resources Group LLC SP 102574 – Rose Lake Expansion Project
 - 4.10.1 Exhibit A
 - 4.10.2 Negotiated Rate Letter
- 4.11 Gas Transportation Agreement – Chesapeake Energy Marketing, L.L.C. SP101781 – Northeast Upgrade Project
 - 4.11.1 Exhibit A - Amended
 - 4.11.2 Negotiated Rate Letter
 - 4.11.3 Amendment No. 1 to Negotiated Rate Agreement
 - 4.11.4 Chesapeake Name Change-Certificate of Conversion
- 4.12 Gas Transportation Agreement – Statoil Natural Gas LLC SP101733 – Northeast Upgrade Project
 - 4.12.1 Exhibit A - Amended
 - 4.12.2 Negotiated Rate Letter
- 4.13 Gas Transportation Agreement – MEX Gas Supply, S.L. SP301591
 - 4.13.1 Exhibit A
 - 4.13.2 Negotiated Rate Letter
- 4.14 Gas Transportation Agreement – Cabot Oil & Gas Corp. SP93924
 - 4.14.1 Exhibit A
 - 4.14.2 Negotiated Rate Letter
- 4.15 Gas Transportation Agreement – Southwestern Energy Services Co. SP92985
 - 4.15.1 Exhibit A
 - 4.15.2 Negotiated Rate Letter
- 4.16 Gas Transportation Agreement – UGI Penn Natural Gas, Inc. SP301692 – Uniondale Expansion Project
 - 4.16.1 Exhibit A
 - 4.16.2 Negotiated Rate Letter
- 4.17 Gas Transportation Agreement – South Jersey Resources Group, LLC SP100754- Rose Lake Expansion Project
 - 4.17.1 Exhibit A
 - 4.17.2 Negotiated Rate Agreement
- 4.18 Gas Transportation Agreement – Statoil Natural Gas LLC SP100755 – Rose Lake Expansion Project
 - 4.18.1 Exhibit A
 - 4.18.2 Negotiated Rate Agreement
- 4.19 Gas Transportation Agreement – Seneca Resources Corporation SP315568 – Niagara Expansion Project
 - 4.19.1 Exhibit A
 - 4.19.2 Negotiated Rate Agreement
 - 4.19.3 Gas Trans Agmt-Amendment No. 1
- 4.20 Gas Transportation Agreement – Seneca Resources Corporation SP315567 – Niagara Expansion Project
 - 4.20.1 Exhibit A
 - 4.20.2 Negotiated Rate Agreement
- 4.21 Gas Transportation Agreement – Antero Resources Corporation SP315616 – Broad Run Flexibility Project
 - 4.21.1 Exhibit A

- 4.21.2 Negotiated Rate Agreement
- 4.21.3 Letter Agreement to Amend Negotiated Rate Agreement
- 4.21.4 Amendment to Gas Transportation Agreement and Negotiated Rate Agreement

Section 5 Statement of Rates

- 5.1 Summary of Transportation Rates and Charges

Section 6 Gas Transportation Agreement

- 6.1 Gas Transportation Agreement Between Tennessee and Conoco Rate Schedule T-154

Section 7 Gas Compression Agreement

- 7.1 Compression Agreement Between Tennessee and Natural/United Sea Robin/Trunkline Rate Schedule C-1

Section 8 Exchange Service Agreements

- 8.1 X-23 Tennessee and Algonquin Gas Transmission
- 8.2 X-48 Tennessee and Consolidated Gas Supply
- 8.3 X-65 Tennessee and Algonquin Gas Transmission - Cancelled

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:	October 1, 2016
Tariff Record Title:	2.0.0, 4.13 Gas Trans Agmt, Mex Gas Supply, S.L. SP301591
Option Code:	A

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

THIS AGREEMENT is made and entered into as of the 1st day of January, 2015, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and MEX GAS SUPPLY, S.L., a Spanish 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.

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.

ARTICLE VII - BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles VII and VIII, respectively, of the General Terms and Conditions of the FERC Gas Tariff. Original invoices shall be sent by priority overnight mail to the person listed in Article XIII hereof and to such other persons as Shipper shall direct.

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.

- (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 October 1, 2016, and shall remain in force and effect, unless modified as per Exhibit B, until September 30, 2026 ("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 address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.
1001 Louisiana Street, Suite 1000
Houston, Texas 77002
Attention: Director, Transportation Services

SHIPPER:

NOTICES: MEX GAS SUPPLY, S.L.
AV. MARINA NACIONAL 329
EDIFICIO B-1. PISO 9 MEXICO

Attention: ALDO GARDUNO PEREZ BILLING: MEX

GAS SUPPLY, S.L.
AV. MARINA NACIONAL 329
EDIFICIO B-1. PISO 9 MEXICO

Attention: ALDO GARDUNO PEREZ

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 All disputes arising out of or related to this Agreement, which are not resolved by good faith negotiations, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules"), in force at the time of the dispute, by three (3) arbitrators appointed in accordance with the ICC rules.
- (i) The place of the arbitration shall be Houston, Texas.
 - (ii) The language of the arbitration shall be English.
 - (iii) The arbitrator's decision shall be final and binding on the parties.

Judgment upon the award rendered by the arbitrators may be entered in any court of law having jurisdiction thereof. In the event that it is necessary to enforce such award, because of non-payment by a party under the terms of any arbitration award or any judgment confirming such award, all costs of enforcement, including reasonable attorneys' fees, shall be payable by the party against whom such award is enforced.

- 15.3 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 option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.4 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification 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.
- 15.5 Exhibits "A" and "B" attached hereto are 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:  **Sitar Mody**
Vice President, Marketing
Agent and Attorney-in-Fact

MEX GAS SUPPLY, S.L.

BY: Alma Griselda Cervantes Padilla
TITLE: Director General
DATE: _____

EXHIBIT A
 AMENDMENT NO. 0
 TO GAS TRANSPORTATION AGREEMENT
 DATED October 1, 2016
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.
 AND
 MEX GAS SUPPLY, S.L.

Amendment Effective Date: October 1, 2016

Service Package: 301591-FTATGP

Service Package TQ: 213,000 Dth

Beginning Date	Ending Date	TO
10/01/2016	09/30/2026	213,000 Dth/dav

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TO
10/01/2016	09/30/2026	405345	POOLING PT-100 LEG-ZN 0-SOUTH	TENNESSEE GAS PIPELINE	WHARTON	TX	0	R	100	75000
10/01/2016	09/30/2026	411306	ENTRPRSE/TGP AGUA DULCE NUECES	ENTERPRISE INTRASTATE L.P.	NUECES	TX	0	R	100	10000
10/01/2016	09/30/2026	412356	DCP MIDS/TGP UDP TIJERINA DEHY JIM	DCP MIDSTREAM, LP	JIM WELLS	TX	0	R	100	30000
10/01/2016	09/30/2026	412400	HGPC/TGP KING RANCH JIM WELLS	HUMBLE GAS PIPELINE CO.	JIM WELLS	TX	0	R	100	11000
10/01/2016	09/30/2026	412458	ETP/TGP GILMORE PLANT RESIDUE HIDAL	ENTERPRISE TEXAS PIPELINE LLC	HIDALGO	TX	0	R	100	12000
10/01/2016	09/30/2026	420826	POOLING PT-100 LEG-ZN 0-NORTH	TENNESSEE GAS PIPELINE	NATCHITOCHEES	LA	0	R	100	75000
10/01/2016	09/30/2026	450261	PEMEXGLITGP PEMEX CHECK DELIV SOUT	PEMEX GAS PIPELINE	HIDALGO	TX	0	D	100	213000

Total Receipt TQ: 213,000 Dth/day

Total Delivery TQ: 213,000 Dth/day

Number of Receipt Points: 6

Number of Delivery Points: 1

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.

EXHIBIT A
 AMENDMENT NO. 0
 TO GAS TRANSPORTATION AGREEMENT
 DATED October 1, 2016
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C
 AND
 MEX GAS SUPPLY, S.L

Amendment Effective Date: October 1, 2016

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10/01/2016	09/30/2026	412356	DCP MIDS/TGP UDP TIJERINA DEHY JIM	DCP MIDSTREAM, LP	JIM WELLS	TX	0	R	100	30000
10/01/2016	09/30/2026	412400	HGPC/TGP KING RANCH JIM WELLS	HUMBLE GAS PIPELINE CO.	JIM WELLS	TX	0	R	100	11000
10/01/2016	09/30/2026	412458	ETP/TGP GILMORE PLANT RESIDUE HIDAL	ENTERPRISE TEXAS PIPELINE LLC	HIDALGO	TX	0	R	100	12000
10/01/2016	09/30/2026	420826	POOLING PT-100 LEG-ZN 0-NORTH	TENNESSEE GAS PIPELINE	NATCHITOCES	LA	0	R	100	75000
10/01/2016	09/30/2026	450261	PEMEXGLITGP PEMEX CHECK DELIV SOUT	PEMEX GAS PIPELINE	HIDALGO	TX	0	D	100	213000

Total Receipt TQ: 213,000 Dth/day

Total Delivery TQ: 213,000 Dth/day

Number of Receipt Points: 6

Number of Delivery Points: 1

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:	October 1, 2016
Tariff Record Title:	2.0, 4.13.2 Gas Trans Agmt, Negotiated Rate Letter Mex Gas Supply, S.L SP301591
Option Code:	A



NEGOTIATED RATE AGREEMENT

March 2, 2015

Mex Gas Supply, S.L.
Av. Marina Nacional #329
Edificio B-1, Piso 9
Col. Petróleos Mexicanos
11311 Mexico, D.F.

Attention: Roger Rosado

RE: Negotiated Rate Agreement
Open Season #881
Rate Schedule FT-A Service Package No. 301591

Dear Roger:

In response to the request of Mex Gas Supply, S.L. ("**Shipper**") and pursuant to Section 5.6 of Rate Schedule FT-A of Tennessee Gas Pipeline Company, L.L.C.'s ("**Tennessee**") FERC Gas Tariff, as may be revised from time to time ("**Tariff**"), Tennessee hereby agrees to adjust its Rate Schedule FT-A transportation rates for service provided under the above-referenced Service Package, as follows. Any terms that are not defined herein shall have the meaning as set forth in the Service Package or the Tariff.

1. For the period commencing October 1, 2016, and extending through September 30, 2026, for gas (i) received from Shipper's Primary Receipt Point(s) or from any secondary receipt point(s) within Zone 0 of Tennessee's system; and (ii) delivered to Shipper's Primary Delivery Point(s) or to any secondary delivery point(s) within Zone 0 of Tennessee's system, the applicable Rate Schedule FT-A transportation rates for service provided under the Service Package will be:
 - a. A fixed monthly Negotiated Reservation Rate equal to \$4.26 per Dth of TQ.
 - b. A Negotiated Commodity Rate equal to Tennessee's maximum applicable commodity rate per Dth for transportation services under Rate Schedule FT-A.
2. Subject to conditions set forth in Section 5.4 of Rate Schedule FT-A, for volumes of up to 100,000 Dth/d, Tennessee hereby adjusts its currently effective Authorized Overrun rate as follows:

- a. For the period October 1, 2016, through September 30, 2026, for gas received from any Zone 0 receipt meter and delivered to Meter #450261 (PEMEXGPL/TGP PEMEX CHECK DELIV SOUT), the rate shall be equal to the lesser of: (i) \$0.06 per dth, and (ii) Tennessee's maximum applicable authorized overrun rate.
3. In addition to the fixed negotiated rates set forth above in Sections 1(a), 1(b), and 2, Shipper shall pay:
 - a. Any and all surcharges specified in Tennessee's Tariff, as such surcharges may be modified from time to time; and
 - b. Any new surcharges which may be added to Tennessee's Tariff in the future pursuant to any FERC-approved surcharge or cost recovery mechanism of general applicability implemented in a generic proceeding or in a Tennessee-specific proceeding.

Shipper shall pay all surcharges and other recovery mechanism described in Sections 3(a) and 3(b) above without regard to whether any such surcharge or recovery mechanism is a reservation, commodity, or other surcharge or any other recovery mechanism for the recovery of direct or indirect costs.

4. In addition, Shipper will provide to Tennessee natural gas according to the applicable general system Fuel and Loss Retention Percentage ("**F&LR**") and Electric Power Cost Rates ("**EPCR**") under Rate Schedule FT-A as set forth in Tennessee's Tariff.
5. In accordance with Section 4.7 of Tennessee's Rate Schedule FT-A, Shipper may elect from time to time to amend its Primary Receipt Point(s) from any current or future point located within Shipper's capacity path at the fixed negotiated reservation and commodity Rates specified above in Sections 1(a) and 1(b) respectively. Amendments outside of Shipper's capacity path will be subject to the mutual agreement of Tennessee and Shipper. All amendments are subject to Shipper's TQ and available mainline, lateral and meter capacity. In no event shall Tennessee be obligated to modify facilities, nor shall revenue to Tennessee be reduced as a result of such amendments.
6. In the event of a temporary capacity release from Shipper to a replacement shipper, the Negotiated Commodity Rate set forth in Section 1(b) of this Agreement shall not automatically be passed through to the replacement shipper; instead the commodity rate to be paid by such replacement shipper shall be determined between Tennessee and such replacement shipper. For a release under 18 C.F.R. § 284.8(h) to an asset manager for use under an asset management arrangement with Shipper, Tennessee will pass through to such asset manager the Negotiated Commodity Rate set forth in Section 1(b) of this Agreement. Any replacement shipper or asset manager of Shipper'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.

7. 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 in any way modified by order, rulemaking, regulation, or policy of the Federal Energy Regulatory Commission, Tennessee and Shipper shall negotiate in good faith to amend this Negotiated Rate Agreement to ensure that the original commercial intent of the parties is preserved. If the parties cannot achieve mutual agreement, the Parties will proceed under the Negotiated Rate Agreement as modified by such order, rulemaking, regulation, or policy of the FERC; provided, however, that Tennessee shall be under no obligation to make any provision offered to Shipper generally available to all shippers on Tennessee's system.
8. This Negotiated Rate Agreement will become binding upon the parties only after it is accepted and executed by Shipper's and Tennessee's authorized representative on the below "Agreed to and Accepted" portion.

Sincerely,



Jason Connelly
Manager, Asset Optimization & Marketing
Tennessee Gas Pipeline Company, L.L.C.

AGREED TO AND ACCEPTED
THIS ___ DAY OF _____, 2015.

**TENNESSEE GAS PIPELINE COMPANY,
L.L.C.**

By:  _____

Name: Sital Mody
Vice President, Marketing

Title: _____

AGREED TO AND ACCEPTED
THIS ___ DAY OF _____, 2015.

MEX GAS SUPPLY, S.L.

By:  _____

Name: Alma Giselda Cervantes Padilla

Title: Director General



MARKED TARIFF SHEETS / RECORDS

GENERAL TERMS AND CONDITIONS (continued)

XXXIV. NON-CONFORMING AGREEMENTS
(continued)

41. Chesapeake Energy Marketing, L.L.C., FT-A Amended and Restated Gas Transportation Agreement dated April 22, 2013– MPP Project SP103034. Revised Exhibit A dated October 1, 2013.
42. Total Gas & Power North America, Inc., FT-A Gas Transportation Agreement dated April 22, 2013 – MPP Project SP106376.
43. Reserved for Future Use.
44. Cabot Oil and Gas Corporation, FT-A Gas Transportation Agreement dated November 1, 2013 – SP93924.
45. Southwestern Energy Services Company, FT-A Gas Transportation Agreement Dated November 1, 2013 – SP92985.
46. UGI Penn Natural Gas, Inc. FT-A Gas Transportation Agreement Dated February 24, 2014 - SP301692.
47. South Jersey Resources Group, LLC, FT-A Gas Transportation Agreement Dated October 23, 2013 – SP100754.
48. Statoil Natural Gas LLC, FT-A Gas Transportation Agreement Dated October 15, 2013 – SP100755.
49. MEX Gas Supply, S.L., FT-A Gas Transportation Agreement Dated January 1, 2015 – SP307989.
50. Seneca Resources Corporation, FT-A Gas Transportation Agreement dated March 13, 2015 – Niagara Expansion Project SP315568.
51. Seneca Resources Corporation, FT-A Gas Transportation Agreement dated March 13, 2015 – Niagara Expansion Project SP315567.
52. Antero Resources Corporation, FT-A Gas Transportation Agreement dated July 8, 2014 – Broad Run Flexibility Project. Amendment to Gas Transportation Agreement dated September 21, 2015 - SP315616.
53. Mex Gas Supply, S.L., FTA-A Gas Transportation Agreement dated January 1, 2015 – SP301591

TABLE OF CONTENTS

Volume No. 2

Section 1 Table of Contents

Section 2 Negotiated Rate Agreement

- 2.1 Gas Transportation Agreement – Statoil Natural Gas LLC SP102661
 - 2.1.1 Exhibit A
 - 2.1.2 Negotiated Rate Agreement
- 2.2 Reserved for Future Use
 - 2.2.1 Reserved for Future Use
 - 2.2.2 Reserved for Future Use
- 2.3 Gas Transportation Agreements and Negotiated Rate Letters – NORTHEAST CONNEXION PROJECT
 - 2.3.1 Exhibit A – Amended Connecticut Natural Gas Corporation SP64027
 - 2.3.2 Exhibit A – Amended Connecticut Natural Gas Corporation SP64028
 - 2.3.3 Exhibit A – Amended The Berkshire Gas Company SP64029
 - 2.3.4 Exhibit A – Amended The Berkshire Gas Company SP64030
 - 2.3.5 Exhibit A – Amended Boston Gas Company SP64023
 - 2.3.6 Exhibit A – Amended Boston Gas Company SP64024
 - 2.3.7 Exhibit A – Amended The Narragansett Electric Company SP64025
 - 2.3.8 Exhibit A – Amended The Narragansett Electric Company SP64026
- 2.4 Reserved for Future Use
 - 2.4.1 Reserved for Future Use
 - 2.4.2 Reserved for Future Use
 - 2.4.3 Reserved for Future Use
- 2.5 Gas Transportation Agreement – Chief Oil & Gas, LLC SP307991
 - 2.5.1 Exhibit A
 - 2.5.2 Negotiated Rate Letter Agreement
- 2.6 Gas Transportation Agreement – Tug Hill Marcellus, LLC SP307988
 - 2.6.1 Exhibit A
 - 2.6.2 Negotiated Rate Letter Agreement
- 2.7 Gas Transportation Agreement – Enerplus Resources (USA) Corporation SP307996
 - 2.7.1 Exhibit A
 - 2.7.2 Negotiated Rate Letter Agreement
- 2.8 Gas Transportation Agreement – Enerplus Resources (USA) Corporation SP319104
 - 2.8.1 Exhibit A
 - 2.8.2 Negotiated Rate Letter Agreement
- 2.9 Gas Transportation Agreement – Enerplus Resources (USA) Corporation SP319105
 - 2.9.1 Exhibit A
 - 2.9.2 Negotiated Rate Letter Agreement
- 2.10 through 2.20 Reserved for Future Use
- 2.21 Gas Transportation Agreement – Freepoint Commodities, LLC SP309044
 - 2.21.1 Exhibit A
 - 2.21.2 Negotiated Rate Agreement
- 2.22 through 2.34 Reserved for Future Use

Section 3 Non-Conforming Agreements

- 3.1 Gas Transportation Agreement – MGI SUPPLY, LTD SP101510
 - 3.1.1 Exhibit A
- 3.2 Gas Transportation Agreement – MGI SUPPLY, LTD SP108696
 - 3.2.1 Exhibit A
- 3.3 Gas Transportation Agreement – Southwestern Energy Services Company SP103269 - MPP Project
 - 3.3.1 Exhibit A
 - 3.3.2 Discounted Rate Agreement
- 3.4 Amended and Restated Gas Transportation Agreement – Chesapeake Energy Marketing, L.L.C. SP103034 - MPP Project
 - 3.4.1 Exhibit A - Revised
 - 3.4.2 Discounted Rate Agreement
 - 3.4.3 Assignment, Assumption, and Consent Agreement
 - 3.4.4 Letter to Amend Agmt – Revised Exhibit A
 - 3.4.5 Chesapeake Name Change-Certificate of Conversion
- 3.5 Gas Transportation Agreement – Total Gas & Power North America, Inc. SP106376 - MPP Project
 - 3.5.1 Exhibit A
 - 3.5.2 Discounted Rate Agreement
 - 3.5.3 Assignment, Assumption, and Consent Agreement
- 3.6 Gas Transportation Agreement – MEX Gas Supply, S.L. SP307989
 - 3.6.1 Exhibit A

Section 4 Negotiated Rate Agreements and Non-Conforming Agreements

- 4.1 Gas Transportation Agreement – EQT Energy LLC SP77253
 - 4.1.1 Exhibit A
 - 4.1.2 Negotiated Rate Letter
 - 4.1.3 Credit Agreement
- 4.2 Gas Transportation Agreement – Anadarko Energy Services Company SP97028 – NSD Project
 - 4.2.1 Exhibit A - Amended
 - 4.2.2 Negotiated Rate Letter
- 4.3 Reserved for Future Use
 - 4.3.1 Reserved for Future Use
 - 4.3.2 Reserved for Future Use
 - 4.3.3 Reserved for Future Use
- 4.4 Gas Transportation Agreement – Cabot Oil & Gas Corporation SP96245 – NSD Project
 - 4.4.1 Exhibit A
 - 4.4.2 Negotiated Rate Letter
- 4.5 Gas Transportation Agreement – MMGS Inc. SP97127 – NSD Project
 - 4.5.1 Exhibit A - Amended
 - 4.5.2 Negotiated Rate Letter
- 4.6 Reserved for Future Use
 - 4.6.1 Reserved for Future Use
 - 4.6.2 Reserved for Future Use
 - 4.6.3 Reserved for Future Use
- 4.7 Gas Transportation Agreement – Seneca Resources Corporation SP 97126 – NSD Project
 - 4.7.1 Exhibit A
 - 4.7.2 Negotiated Rate Agreement
 - 4.7.3 First Amendment to Negotiated Rate Agreement
- 4.8 Gas Transportation Agreement – Bay State Gas Company SP 98775 – Northampton Expansion Project

- 4.8.1 Exhibit A
- 4.8.2 Negotiated Rate Letter
- 4.9 Gas Transportation Agreement – The Berkshire Gas Company SP 98774 – Northampton Expansion Project
 - 4.9.1 Exhibit A
 - 4.9.2 Negotiated Rate Letter
- 4.10 Gas Transportation Agreement – South Jersey Resources Group LLC SP 102574 – Rose Lake Expansion Project
 - 4.10.1 Exhibit A
 - 4.10.2 Negotiated Rate Letter
- 4.11 Gas Transportation Agreement – Chesapeake Energy Marketing, L.L.C. SP101781 – Northeast Upgrade Project
 - 4.11.1 Exhibit A - Amended
 - 4.11.2 Negotiated Rate Letter
 - 4.11.3 Amendment No. 1 to Negotiated Rate Agreement
 - 4.11.4 Chesapeake Name Change-Certificate of Conversion
- 4.12 Gas Transportation Agreement – Statoil Natural Gas LLC SP101733 – Northeast Upgrade Project
 - 4.12.1 Exhibit A - Amended
 - 4.12.2 Negotiated Rate Letter
- 4.13 ~~Gas Transportation Agreement – MEX Gas Supply, S.L. SP301591~~~~Reserved for Future Use~~
 - 4.13.1 ~~Exhibit A~~~~Reserved for Future Use~~
 - 4.13.2 ~~Negotiated Rate Letter~~~~Reserved for Future Use~~
- 4.14 Gas Transportation Agreement – Cabot Oil & Gas Corp. SP93924
 - 4.14.1 Exhibit A
 - 4.14.2 Negotiated Rate Letter
- 4.15 Gas Transportation Agreement – Southwestern Energy Services Co. SP92985
 - 4.15.1 Exhibit A
 - 4.15.2 Negotiated Rate Letter
- 4.16 Gas Transportation Agreement – UGI Penn Natural Gas, Inc. SP301692 – Uniondale Expansion Project
 - 4.16.1 Exhibit A
 - 4.16.2 Negotiated Rate Letter
- 4.17 Gas Transportation Agreement – South Jersey Resources Group, LLC SP100754- Rose Lake Expansion Project
 - 4.17.1 Exhibit A
 - 4.17.2 Negotiated Rate Agreement
- 4.18 Gas Transportation Agreement – Statoil Natural Gas LLC SP100755 – Rose Lake Expansion Project
 - 4.18.1 Exhibit A
 - 4.18.2 Negotiated Rate Agreement
- 4.19 Gas Transportation Agreement – Seneca Resources Corporation SP315568 – Niagara Expansion Project
 - 4.19.1 Exhibit A
 - 4.19.2 Negotiated Rate Agreement
 - 4.19.3 Gas Trans Agmt-Amendment No. 1
- 4.20 Gas Transportation Agreement – Seneca Resources Corporation SP315567 – Niagara Expansion Project
 - 4.20.1 Exhibit A
 - 4.20.2 Negotiated Rate Agreement
- 4.21 Gas Transportation Agreement – Antero Resources Corporation SP315616 – Broad Run Flexibility Project
 - 4.21.1 Exhibit A

- 4.21.2 Negotiated Rate Agreement
- 4.21.3 Letter Agreement to Amend Negotiated Rate Agreement
- 4.21.4 Amendment to Gas Transportation Agreement and Negotiated Rate Agreement

Section 5 Statement of Rates

- 5.1 Summary of Transportation Rates and Charges

Section 6 Gas Transportation Agreement

- 6.1 Gas Transportation Agreement Between Tennessee and Conoco Rate Schedule T-154

Section 7 Gas Compression Agreement

- 7.1 Compression Agreement Between Tennessee and Natural/United Sea Robin/Trunkline Rate Schedule C-1

Section 8 Exchange Service Agreements

- 8.1 X-23 Tennessee and Algonquin Gas Transmission
- 8.2 X-48 Tennessee and Consolidated Gas Supply
- 8.3 X-65 Tennessee and Algonquin Gas Transmission - Cancelled

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

THIS AGREEMENT is made and entered into as of the 1st day of January, 2015, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and MEX GAS SUPPLY, S.L., a Spanish 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.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles VII and VIII, respectively, of the General Terms and Conditions of the FERC Gas Tariff. Original invoices shall be sent by priority overnight mail to the person listed in Article XIII hereof and to such other persons as Shipper shall direct.

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

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.
 - (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.

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

ARTICLE XII

TERM

- 12.1 This ~~Agreement~~contract shall be effective as of October 1, 2016, and shall remain in force and effect, unless modified as per Exhibit B, until September 30, 2026, ("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 address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.
1001 Louisiana Street, Suite 1000
Houston, Texas 77002

Attention: Director, Transportation Services

SHIPPER: _____

NOTICES: MEX GAS SUPPLY, S.L.
AV. MARINA NACIONAL 329
EDIFICIO B-1, P SO 9 MEXICO

Attention: ALDO GARDUNO PEREZ

BILLING: MEX GAS SUPPLY, S.L.
AV. MARINA NACIONAL 329
EDIFICIO B-1, P SO 9 MEXICO

Attention: ALDO GARDUNO PEREZ

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

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

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 All disputes arising out of or related to this Agreement, which are not resolved by good faith negotiations, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules"), in force at the time of the dispute, by three (3) arbitrators appointed in accordance with the ICC rules.~~

~~(i) The place of the arbitration shall be Houston, Texas.~~

~~(ii) The language of the arbitration shall be English.~~

~~(iii) The arbitrator's decision shall be final and binding on the parties.~~

~~Judgment upon the award rendered by the arbitrators may be entered in any court of law having jurisdiction thereof. In the event that it is necessary to enforce such award, because of non-payment by a party under the terms of any arbitration award or any judgment confirming such award, all costs of enforcement, including reasonable attorneys' fees, shall be payable by the party against whom such award is enforced.~~

~~15-215.3~~ 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 option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

~~15-315.4~~ 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.

~~15-415.5~~ Exhibits "A" and "B" attached hereto are incorporated herein by reference and made a part hereof for all purposes.

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

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: Sital Mody
Agent and Attorney-in-Fact

MEX GAS SUPPLY, S.L. SHIPPER

BY: Alma Griselda Cervantes Padilla

TITLE: Director General

DATE: _____

EXHIBIT A
 AMENDMENT NO. 0
 TO GAS TRANSPORTATION AGREEMENT
 DATED October 1, 2016
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.
 AND
 MEX GAS SUPPLY, S.L.

Amendment Effective Date: October 1, 2016

Service Package: 301591-FTATGP

Service Package TQ: 213,000 Dth

Beginning Date	Ending Date	TO
10/01/2016	09/30/2026	213,000 Dth/dav

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TO
10/01/2016	09/30/2026	405345	POOLING PT-100 LEG-ZN 0-SOUTH	TENNESSEE GAS PIPELINE	WHARTON	TX	0	R	100	75000
10/01/2016	09/30/2026	411306	ENTRPRSE/TGP AGUA DULCE NUECES	ENTERPRISE INTRASTATE L.P.	NUECES	TX	0	R	100	10000
10/01/2016	09/30/2026	412356	DCP MIDS/TGP UDP TIJERINA DEHY JIM	DCP MIDSTREAM, LP	JIM WELLS	TX	0	R	100	30000
10/01/2016	09/30/2026	412400	HGPC/TGP KING RANCH JIM WELLS	HUMBLE GAS PIPELINE CO.	JIM WELLS	TX	0	R	100	11000
10/01/2016	09/30/2026	412458	ETP/TGP GILMORE PLANT RESIDUE HIDAL	ENTERPRISE TEXAS PIPELINE LLC	HIDALGO	TX	0	R	100	12000
10/01/2016	09/30/2026	420826	POOLING PT-100 LEG-ZN 0-NORTH	TENNESSEE GAS PIPELINE	NATCHITOCHEES	LA	0	R	100	75000
10/01/2016	09/30/2026	450261	PEMEXGPLITGP PEMEX CHECK DELIV SOUT	PEMEX GAS PIPELINE	HIDALGO	TX	0	D	100	213000

Total Receipt TQ: 213,000 Dth/day

Total Delivery TQ: 213,000 Dth/day

Number of Receipt Points: 6

Number of Delivery Points: 1

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
(For Use Under FT-A Rate Schedule)

EXHIBIT B
TO GAS TRANSPORTATION AGREEMENT
DATED _____, _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

REVENUE REDUCTION OPTION PROVISIONS*

SERVICE PACKAGE:

OPTION PERIOD(S)

OPTION DESCRIPTION

OPTION CONSIDERATION

ANY LIMITATIONS ON
THE EXERCISE OF THE
REVENUE REDUCTION
OPTION AS BID BY
THE SHIPPER:

* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE STANDARD OF THE GENERAL TERMS AND CONDITIONS.

EXHIBIT A
AMENDMENT NO. 0
TO GAS TRANSPORTATION AGREEMENT
DATED October 1, 2016
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C
AND
MEX GAS SUPPLY, S.L

Amendment Effective Date: October 1, 2016

Service Package: 301591-FTATGP

Service Package TQ: 213,000 Dth

<u>Beginning Date</u>	<u>Ending Date</u>	<u>TO</u>
<u>10/01/2016</u>	<u>09/30/2026</u>	<u>213,000 Dth/day</u>

<u>BEGINNING DATE</u>	<u>ENDING DATE</u>	<u>METER</u>	<u>METER NAME</u>	<u>INTERCONNECT PARTY NAME</u>	<u>COUNTY</u>	<u>ST</u>	<u>ZONE</u>	<u>R/D</u>	<u>LEG</u>	<u>METER-TO</u>
<u>10/01/2016</u>	<u>09/30/2026</u>	<u>405345</u>	<u>POOLING PT-100 LEG-ZN 0-SOUTH</u>	<u>TENNESSEE GAS PIPELINE</u>	<u>WHARTON</u>	<u>TX</u>	<u>0</u>	<u>R</u>	<u>100</u>	<u>75000</u>
<u>10/01/2016</u>	<u>09/30/2026</u>	<u>411306</u>	<u>ENTRPRSE/TGP AGUA DULCE NUECES</u>	<u>ENTERPRISE INTRASTATE L.P.</u>	<u>NUECES</u>	<u>TX</u>	<u>0</u>	<u>R</u>	<u>100</u>	<u>10000</u>
<u>10/01/2016</u>	<u>09/30/2026</u>	<u>412356</u>	<u>DCP MIDS/TGP UDP TIJERINA DEHY JIM</u>	<u>DCP MIDSTREAM, LP</u>	<u>JIM WELLS</u>	<u>TX</u>	<u>0</u>	<u>R</u>	<u>100</u>	<u>30000</u>
<u>10/01/2016</u>	<u>09/30/2026</u>	<u>412400</u>	<u>HGPC/TGP KING RANCH JIM WELLS</u>	<u>HUMBLE GAS PIPELINE CO.</u>	<u>JIM WELLS</u>	<u>TX</u>	<u>0</u>	<u>R</u>	<u>100</u>	<u>11000</u>
<u>10/01/2016</u>	<u>09/30/2026</u>	<u>412458</u>	<u>ETP/TGP GILMORE PLANT RESIDUE HIDAL</u>	<u>ENTERPRISE TEXAS PIPELINE LLC</u>	<u>HIDALGO</u>	<u>TX</u>	<u>0</u>	<u>R</u>	<u>100</u>	<u>12000</u>
<u>10/01/2016</u>	<u>09/30/2026</u>	<u>420826</u>	<u>POOLING PT-100 LEG-ZN 0-NORTH</u>	<u>TENNESSEE GAS PIPELINE</u>	<u>NATCHITOCES</u>	<u>LA</u>	<u>0</u>	<u>R</u>	<u>100</u>	<u>75000</u>
<u>10/01/2016</u>	<u>09/30/2026</u>	<u>450261</u>	<u>PEMEXGLITGP PEMEX CHECK DELIV SOUT</u>	<u>PEMEX GAS PIPELINE</u>	<u>HIDALGO</u>	<u>TX</u>	<u>0</u>	<u>D</u>	<u>100</u>	<u>213000</u>

Total Receipt TQ: 213,000 Dth/day

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