



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

August 22, 2022

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 Filing
Service Package No. 378771
Docket No. RP22-_____-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Regulations of the Federal Energy Regulatory Commission (“Commission”), 18 C.F.R. Part 154, Tennessee Gas Pipeline Company, L.L.C. (“Tennessee”), hereby tenders for filing and acceptance revised tariff records to its FERC Gas Tariff (“Tariff”), First Revised Volume No. 2, containing the following Rate Schedule PAL negotiated rate service agreement:

- 1) Negotiated Rate Agreement with Hartree Partners, LP “Hartree”) dated July 1, 2022 (Service Package No. 378771) under a Master Park and Loan Service Agreement dated April 1, 2013, (Service Package No. 422579).

The Master Park and Loan Service Agreement and the Negotiated Rate Agreement with Hartree may be referred to herein as the “Agreements.”

The Tariff records containing the Agreements are listed on Appendix A. Tennessee submits the Agreements and related Tariff records for inclusion in its Tariff, First Revised Volume No. 2, to become effective on October 1, 2022, the effective date of the Negotiated Rate Agreement.

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 Agreements. The Agreements reflect: (1) Hartree's exact legal name; (2) the applicable rates for the park and loan service to be provided to Hartree;⁶ (3) Hartree's point(s) of transaction; and (4) the maximum volumes of gas to be parked by Tennessee on behalf of Hartree.

The information set forth in the Agreements fully disclose the essential conditions involved in the negotiated rate transaction with Hartree, including a specification of all consideration. Further, the Master Park and Loan Service Agreement with Hartree conforms in all material respects with Tennessee's *Pro Forma* Master Park and Loan Service Agreement under Rate Schedule PAL.

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 *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.

⁶ As set forth in Exhibit C of the Master Park and Loan Service Agreement and in the Negotiated Rate Agreement, the term rate per dekatherm for the park service to be provided by Tennessee to Hartree is a fixed rate of (\$1.07) for the first day of service, and a rate of \$0.0000 thereafter.

- (1) A transmittal letter in PDF format with Appendix A attached;
- (2) Revised Tariff records in RTF format with metadata attached;
- (3) A clean and marked version of the revised Tariff records in PDF format for posting on eLibrary;
- (4) A copy of the Agreements; 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 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.

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:

* Michelle Grant
Managing Counsel
Tennessee Gas Pipeline Company, L.L.C.
1001 Louisiana Street, Suite 1000
Houston, Texas 77002
(713) 420-6680
Michelle_Grant@kindermorgan.com

* Carlos Oblitas
Director, Rates and Regulatory Affairs
Tennessee Gas Pipeline Company, L.L.C.
1001 Louisiana Street, Suite 1000
Houston, TX 77002
(713) 420-5771
Carlos_Oblitas@kindermorgan.com

(*Persons designated for service in accordance with Rule 2010 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.2010. Additionally, service via email is requested in lieu of paper copies.)

Effective Date

Tennessee respectfully requests that the Commission accept and approve the Agreements and related Tariff records listed in Appendix A to become effective on October 1, 2022, the effective date of the Agreements.

Pursuant to Section 154.7(a)(9) of the Commission's regulations, Tennessee hereby moves to place the revised Tariff records as listed on Appendix A into effect on the requested effective date.

Any questions regarding this filing may be directed to the undersigned at (713) 420-5771.

Respectfully submitted,

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By: /s/ Carlos Oblitas
Carlos J. Oblitas
Director, Rates and Regulatory Affairs

Enclosures

APPENDIX A

Tennessee Gas Pipeline Company, L.L.C.

PAL Negotiated Rate Agreement Filing

Issued: August 22, 2022

Effective: October 1, 2022

FERC Gas Tariff
First Revised Volume No. 2
Tariff Sections

	Description	Title	Version
1.	Table of Contents	Table of Contents	114.0.0
2.56	PAL Agmt	Hartree Partners, LP SP422579	0.0.0
2.56.1	PAL Agmt	Exhibit C SP378771	0.0.0
2.56.2	PAL Agmt	PAL Negotiated Rate Agreement SP378771	0.0.0

CLEAN TARIFF SHEETS / RECORDS

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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:	October 1, 2022
Tariff Record Title:	0.0.0, 2.56, PAL Agmt, Hartree Partners, LP SP422579
Option Code:	A

MASTER PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)

Contract ID/No. 422579-MSTTGP

THIS AGREEMENT entered into this 1 day of April, 2013, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware Limited Liability Company, hereinafter referred to as "Transporter," first party, and HARTREE PARTNERS, LP, hereinafter referred to as "Shipper," second party. Transporter and Shipper collectively shall be referred to herein as the "Parties".

W I T N E S S E T H

WHEREAS, Transporter has agreed to provide Shipper with park and loan services in accordance with the terms and conditions of this Master Park and Loan Service Agreement ("Agreement") and separate PAL Agreement(s) (in the form of Exhibit "A", "B", "C" or "D", as applicable)

NOW, THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I

GAS SERVICE

- 1.1 PARK SERVICE - Subject to the terms and provisions of this Agreement, any applicable PAL Agreement (in the form of Exhibit "A" or "C"), and Transporter's Rate Schedule PAL, Shipper agrees to deliver or cause gas to be delivered to Transporter and Transporter agrees to (a) the receipt of a quantity of gas (Parked Quantity), equal to the Daily Quantity or Term Maximum Quantity, as applicable, specified in the applicable PAL Agreement, on behalf of Shipper at one or more mutually agreed upon Points of Transaction (each a PT) on Transporter's system; (b) hold the Parked Quantity on Transporter's system; and (c) deliver, upon nomination by Shipper, the Parked Quantity to Shipper at the same PTs where Shipper delivered the Parked Quantity to Transporter. Shipper shall make any necessary arrangements with Transporter or third parties to receive or deliver gas to Transporter at the applicable PT; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system and shall provide for coordinated scheduling with Transporter.
- 1.2 LOAN SERVICE - Subject to the terms and provisions of this Agreement, any applicable PAL Agreement (in the form of Exhibit "B" or "D"), and Transporter's Rate Schedule PAL, Shipper agrees to receive or cause gas to be received from Transporter and Transporter agrees to (a) advance to Shipper a quantity of gas (Loaned Quantity), equal to the Daily Quantity or Term Maximum Quantity, as applicable, specified in the applicable PAL Agreement, at one or more mutually agreed upon Points of Transaction (each a PT); and (b) the receipt by Transporter of Shipper's return of the Loaned Quantity at the same PTs where Shipper received the Loaned Quantity from Transporter. Shipper shall make any necessary arrangements with Transporter or third parties to receive or deliver gas to Transporter at the applicable PT; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system and shall provide for coordinated scheduling with Transporter.
- 1.3 Service rendered hereunder shall be subject to curtailment or interruption at Transporter's reasonable discretion. In the event Transporter is unable to provide the level of Park Service and/or Loan Service requested by all Shippers under Rate Schedule PAL, then Transporter shall allocate available Park Service and/or Loan Service among such Shippers in accordance with the Scheduling Priorities and Curtailment of Scheduled Quantities set forth in Article IV of the General Terms and Conditions of Transporter's FERC Gas Tariff.

MASTER PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)
(continued)

Contract ID/No. 422579-MSTTGP

ARTICLE I

GAS SERVICE
(continued)

- 1.4 For each park or loan service transaction that the Parties mutually agree to from time to time pursuant to the terms of this Agreement, Transporter and Shipper shall execute a separate PAL Agreement, in the form of Exhibit "A", "B", "C" or "D", as applicable, which shall set forth the terms of the particular park or loan transaction, including (i) the PTs mutually agreed upon by Transporter and Shipper for service under the applicable PAL Agreement; (ii) the maximum daily quantity to be parked or loaned at each PT under the applicable PAL Agreement ("PT MDQ"); (iii) the maximum aggregate quantity to be parked or loaned at each PT under the applicable PAL Agreement ("PT MAQ"); (iv) the maximum daily quantity to be parked or loaned at all PTs under the applicable PAL Agreement ("PA MDQ"); and (v) the maximum aggregate quantity to be parked or loaned at all PTs under the applicable PAL Agreement ("PA MAQ"); (vi) the rate applicable to the PAL service; and (vii) the applicable dates. Each PAL Agreement shall also set forth a separate Contract ID/No., which Shipper shall use when nominating its service thereunder. It is contemplated that more than one PAL Agreement may be in effect between the parties hereto from time to time, and each PAL Agreement shall be treated as a separate and independent contract.
- 1.5 Under this Agreement, the total of all PA MAQs under any and all outstanding PAL Agreements on any given day shall never exceed 0 Dth ("Master MAQ").

ARTICLE II

TERM

- 2.1 Subject to the provisions hereof, this Agreement shall become effective as of the date first hereinabove written and shall be in effect for a primary term of 1 year and shall continue and remain in effect for successive terms of 1 year thereafter unless and until cancelled by either Party giving written notice to the other Party prior to the end of the primary term or any extension thereof. Termination shall not discharge any obligations accrued hereunder or under any PAL Agreement.
- 2.2 This Agreement and each PAL Agreement entered into thereunder 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 or thereunder, in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

MASTER PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)
(continued)

Contract ID/No. 422579-MSTTGP

ARTICLE III

RATES AND CHARGES

- 3.1 RATES - Shipper shall pay Transporter for service hereunder in accordance with Transporter's Rate Schedule PAL and the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof.

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 and Charges in Transporter's FERC Gas Tariff and in Rate Schedule PAL. Transporter and Shipper may mutually agree from time to time to discounted rates or Negotiated Rates for service provided hereunder in accordance with the provisions of Rate Schedule PAL and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Shipper shall elect either Daily Rate or Term Rate PAL services:

- (a) Daily Rate PAL services: Daily Rate Park Service (Exhibit "A") or Daily Rate Loan Service (Exhibit "B")
- (b) Term Rate PAL services: Term Rate Park Service (Exhibit "C") or Term Rate Loan Service (Exhibit "D")

Transporter and Shipper may agree that a specific discounted rate will apply only to certain 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; and/or that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical areas. Any such discounted rate shall be a rate between the applicable minimum and maximum rate.

- 3.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder.
- 3.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule PAL or any successor rate schedule, (b) the rate schedule(s) pursuant to which service hereunder is rendered, and/or (c) any provision of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to such rate schedules or this Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings, and 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 IV

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 Transporter's FERC Gas Tariff.

MASTER PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)
(continued)

Contract ID/No. 422579-MSTTGP

ARTICLE V

RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule PAL and Rate Schedule LMS-MA, if applicable, and to the General Terms and Conditions of Transporter's FERC Gas Tariff 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 VI

REGULATION

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.

ARTICLE VII

RESPONSIBILITY DURING PAL SERVICES

Except as herein specified, the responsibility for gas for the duration of the Park Service and/or Loan Service shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VIII

WARRANTIES

- 8.1 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. Shipper agrees to indemnify and hold Transporter harmless for refusal to provide Park Service and/or Loan Service 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.
- 8.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

MASTER PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)
(continued)

Contract ID/No. 422579-MSTTGP

ARTICLE IX

NOTICE

Except as otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff 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: HARTREE PARTNERS, LP

NOTICES: HARTREE PARTNERS, LP
1185 AVENUE OF THE AMERICAS

NEW YORK, NY 10036

Attention: ALEX BASS

BILLING: HARTREE PARTNERS, LP
1185 AVENUE OF THE AMERICAS

NEW YORK, NY 10036

Attention: ALEX BASS

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

ARTICLE X

ASSIGNMENT

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. Otherwise, this Agreement shall not be assigned.

MASTER PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)
(continued)

Contract ID/No. 422579-MSTTGP

ARTICLE XI

MISCELLANEOUS

- 12.1 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.
- 12.2 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 option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 12.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC 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 and Transporter has agreed to such change.
- 12.4 Exhibit(s) ["A", "B", "C", and "D"] [include those that are applicable] attached hereto are incorporated herein by reference and made a part hereof for all purposes.
- 12.5 [If applicable, include the following language: "This Agreement supersedes and cancels, as of the effective date hereof, the following agreements:

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

SHIPPER

HARTREE PARTNERS, LP

BY: _____
Agent and Attorney-in-Fact

TITLE: _____

DATE: _____

MASTER PARK AND LOAN SERVICE AGREEMENT
 (For Use Under Transporter's Rate Schedule PAL)

Exhibit C

PAL Agreement: Term Rate Park Service

Contract ID/No. 378771-ROPTTGP
 Date: Jul 01, 2022
 PA MDQ: 32,500
 PA MAQ: 1,000,000

Reference is made to that Master Park and Loan Service Agreement by and between Transporter and HARTREE PARTNERS, LP (Shipper), dated April 1, 2013, which is Contract ID/No. 422579-MSTTGP.

Transporter and Shipper, pursuant to the referenced Master Park and Loan Service Agreement, agree to the following terms for this Term Rate Park Service:

1. Beginning Date: Oct 01, 2022
2. Ending Date:¹ Oct 31, 2023
3. Maximum Aggregate Quantity by Point of Transaction ("PT"):

PT	PT MAQ
405345 POOLING PT-100 LEG-ZN 0-SOUTH	1,000,000

4. Schedule for Park Service:

Begin Date	End Date	PT	PT MDQ Park	PT MDQ Park Withdrawal	Applicable Rate ²
10/01/2022	10/01/2022	405345	32,500	0	-1.7
10/02/2022	10/31/2022	405345	32,500	0	0
11/01/2022	03/31/2023	405345	0	0	0
04/01/2023	10/31/2023	405345	0	4,800	0

5. 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 Transporter's FERC Gas Tariff:

6. This PAL Agreement is subject to the terms and conditions of the above referenced Master Park and Loan Service Agreement, the effective provisions of Transporter's Rate Schedule PAL, and the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

Agreed to by:

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

(Transporter)

Agreed to by:

HARTREE PARTNERS, LP

(Shipper)

/s: _____

ERNESTO A OCHOA

NAME: _____

/s: _____

Heather Attaway

NAME: _____

TITLE: Agent and Attorney-in-fact

TITLE: _____

Note: Exhibit C is a reflection of the PAL Agreement and all amendments as of the amendment effective date.

¹ The term of this Term Rate PAL Agreement may be extended beyond the date set forth herein to the extent provided for in Transporter's Rate Schedule PAL.

² To the extent the rate set forth herein is discounted below the applicable maximum rate, Transporter and Shipper may mutually agree to substitute the applicable maximum rate for such discounted rate under certain conditions.

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, 2022
Tariff Record Title:	0.0.0, 2.56.2 PAL Agmt, Negotiated Rate Agreement
Option Code:	A

July 1, 2022

Hartree Partners, LP
Two Allen Center
1200 Smith Street
Suite 1160
Houston, TX 77002
Attention: Tony Muscarello

RE: Park and Loan Negotiated Rate Agreement (“Negotiated Rate Agreement”)
Rate Schedule PAL Service Package No. 378771 (“Service Package”)*

Dear Tony:

In response to the request of Hartree Partners, LP (“**Shipper**”), and as an alternative to the recourse rate, and pursuant to Section 6.4 of Rate Schedule PAL of Tennessee Gas Pipeline Company, L.L.C.’s (“**Transporter**”) FERC Gas Tariff, as may be revised from time to time (“**Transporter’s Tariff**”) and to Section 3.1 of the Master Park and Loan Service Agreement (“**Service Agreement**”), for the term commencing on October 1, 2022 and ending on October 31, 2023, Transporter hereby agrees to adjust its Rate Schedule PAL rates for service provided under the above-referenced Service Package (“**Negotiated Rate Agreement**”), as follows. Any terms that are not defined herein shall have the meaning as set forth in the Service Agreement and in Transporter’s Tariff.

1. For the term and at the Points of Transaction (“**PT**”) listed in Exhibit C of the Service Agreement, the applicable Rate Schedule PAL rates for service provided under the Service Package will be a fixed Term Rate Park negotiated rate which shall be equal to $-\$1.70/\text{Dth}$ for October 1, 2022 and $\$.00$ for October 2, 2022 through October 31, 2023. This negotiated rate shall apply to park quantities up to the PT MDQ, PT MAQ, PA MDQ, and PA MAQ listed in Exhibit C of the Service Agreement. Park quantities in excess of the PT MDQ, PT MAQ, PA MDQ, and PA MAQ listed in Exhibit C of the Service Agreement shall be subject to applicable Authorized Overrun Charges for Term Rate PAL Services as set forth in Transporter’s Tariff.
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 FERC, Transporter or Shipper may immediately terminate this Negotiated Rate Agreement. In such event, or if any terms of this Negotiated Rate Agreement are in any way modified by order, rulemaking, regulation, or policy of the FERC, Transporter and Shipper may use commercially reasonable efforts to mutually agree to amend this Negotiated Rate Agreement to ensure that the original commercial intent of the parties is preserved. Any such amendment shall be subject to authorizations and approvals acceptable to Shipper in Shipper’s sole discretion. Transporter shall cooperate with Shipper in Shipper’s efforts to obtain all approvals and authorizations referenced herein. If the parties cannot achieve mutual agreement, Transporter and Shipper each reserve the right to immediately terminate this Negotiated Rate Agreement.
3. If Shipper is interested in entering into this Negotiated Rate Agreement for PAL Service in accordance with the terms proposed above, please have the authorized representative of Shipper 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 Transporter’s authorized representative on the below “Agreed to and Accepted” portion, which shall be done within ten (10) business days of receipt from Shipper. One fully executed copy will be returned for your records.

*The term Service Package as referred to herein include the Service Agreement entered into between Shipper and Transporter on **7/1/2022** and this Negotiated Rate Agreement.

Sincerely,

Scott Minear
Account Manager
Tennessee Gas Pipeline Company, L.L.C.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

AGREED TO AND ACCEPTED

THIS _____ DAY OF _____, 2022

By: _____

Name: _____

Title: _____

HARTREE PARTNERS, LP

AGREED TO AND ACCEPTED

THIS _____ DAY OF _____, 2022

By: _____

Name: _____

Title: _____

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 - 4.11.3 Amendment No. 1 to Negotiated Rate Agreement
 - 4.11.4 Chesapeake Name Change-Certificate of Conversion
- 4.12 Gas Transportation Agreement – Equinor Natural Gas LLC SP101733 – Northeast Upgrade Project
 - 4.12.1 Exhibit A
 - 4.12.2 Negotiated Rate Letter
 - 4.12.3 Amendment to Gas Transportation Agreement
- 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
 - 4.17.3 Amendment to Gas Transportation 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

- 4.22 Gas Transportation Agreement – Statoil Natural Gas LLC SP322938 Susquehanna West Project
 - 4.22.1 Exhibit A
 - 4.22.2 Negotiated Rate Letter

- 4.23 Gas Transportation Agreement – Lackawanna Energy Center, L.L.C. Triad Expansion Project SP338040
 - 4.23.1 Exhibit A
 - 4.23.2 Negotiated Rate Agreement

- 4.24 Gas Transportation Agreement – Connecticut Natural Gas Corp SP331570 – Connecticut Expansion Project
 - 4.24.1 Exhibit A
 - 4.24.2 Negotiated Rate Agreement
 - 4.24.3 Precedent Agreement
 - 4.24.4 Amendment to Gas Transportation Agreement

- 4.25 Gas Transportation Agreement – The Southern Connecticut Gas Co SP331571 – Connecticut Expansion Project
 - 4.25.1 Exhibit A
 - 4.25.2 Negotiated Rate Agreement
 - 4.25.3 Precedent Agreement
 - 4.25.4 Amendment to Gas Transportation Agreement

- 4.26 Gas Transportation Agreement – Yankee Gas Services Co SP331574 – Connecticut Expansion Project
 - 4.26.1 Exhibit A
 - 4.26.2 Negotiated Rate Agreement
 - 4.26.3 Precedent Agreement

- 4.27 Gas Transportation Agreement – Cabot Oil & Gas Corp SP337059 – Orion Project
 - 4.27.1 Exhibit A
 - 4.27.2 Negotiated Rate Agreement

- 4.28 Gas Transportation Agreement – South Jersey Gas Co SP337061 – Orion Project
 - 4.28.1 Exhibit A
 - 4.28.2 Negotiated Rate Agreement

- 4.29 Gas Transportation Agreement – South Jersey Resources Group LLC, SP337060 – Orion Project
 - 4.29.1 Exhibit A
 - 4.29.2 Negotiated Rate Agreement

- 4.30 Gas Transportation Agreement – Mitsui & Co. Cameron LNG Sales LLC SP326297 – Southwest Louisiana Supply Project
 - 4.30.1 Exhibit A
 - 4.30.2 Negotiated Rate Agreement
 - 4.30.3 Amendment No. 1 to Gas Transportation Agreement

- 4.31 Reserved for Future Use
 - 4.31.1 Reserved for Future Use
 - 4.31.2 Reserved for Future Use
 - 4.31.3 Reserved for Future Use

- 4.32 Gas Transportation Agreement – Antero Resources Corporation SP315617 – Broad Run Expansion Project
 - 4.32.1 Exhibit A
 - 4.32.2 Negotiated Rate Agreement

- 4.32.3 Amendment to Gas Transportation Agreement
- 4.33 Gas Transportation Agreement – Eversource Gas Company of Massachusetts, Inc SP330904 -261 Upgrade Project
 - 4.33.1 Exhibit A
 - 4.33.2 Negotiated Rate Agreement
 - 4.33.3 Amended Gas Transportation Agreement
- 4.34 Gas Transportation Agreement – Corpus Christi Liquefaction, LLC SP309057 – Lone Star Project
 - 4.34.1 Exhibit A
 - 4.34.2 Negotiated Rate Agreement

Sections 5-8 Reserved for Future Use

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, 2022](#)
Tariff Record Title: [0.0.0, 2.56, PAL Agmt, Hartree Partners, LP SP422579](#)
Option Code: [A](#)

MASTER PARK AND LOAN SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule PAL)

Exhibit C

PAL Agreement: Term Rate Park Service

Contract ID/No. 378771-ROPTTGP
Date: Jul 01, 2022
PA MDQ: 32,500
PA MAQ: 1,000,000

Reference is made to that Master Park and Loan Service Agreement by and between Transporter and HARTREE PARTNERS, LP (Shipper), dated April 1, 2013, which is Contract ID/No. 422579-MSTTGP.

Transporter and Shipper, pursuant to the referenced Master Park and Loan Service Agreement, agree to the following terms for this Term Rate Park Service:

1. Beginning Date: Oct 01, 2022
2. Ending Date:¹ Oct 31, 2023
3. Maximum Aggregate Quantity by Point of Transaction ("PT"):

<u>PT</u>	<u>PT MAQ</u>
<u>405345 POOLING PT-100 LEG-ZN 0-SOUTH</u>	<u>1,000,000</u>

4. Schedule for Park Service:

<u>Begin Date</u>	<u>End Date</u>	<u>PT</u>	<u>PT MDQ Park</u>	<u>PT MDQ Park Withdrawal</u>	<u>Applicable Rate²</u>
<u>10/01/2022</u>	<u>10/01/2022</u>	<u>405345</u>	<u>32,500</u>	<u>0</u>	<u>-1.7</u>
<u>10/02/2022</u>	<u>10/31/2022</u>	<u>405345</u>	<u>32,500</u>	<u>0</u>	<u>0</u>
<u>11/01/2022</u>	<u>03/31/2023</u>	<u>405345</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>04/01/2023</u>	<u>10/31/2023</u>	<u>405345</u>	<u>0</u>	<u>4,800</u>	<u>0</u>

5. 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 Transporter's FERC Gas Tariff:

6. This PAL Agreement is subject to the terms and conditions of the above referenced Master Park and Loan Service Agreement, the effective provisions of Transporter's Rate Schedule PAL, and the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

Agreed to by: _____ Agreed to by: _____
TENNESSEE GAS PIPELINE COMPANY, L.L.C. HARTREE PARTNERS, LP
(Transporter) (Shipper)

/s: _____ /s: _____

NAME: ERNESTO A OCHOA NAME: Heather Attaway

TITLE: Agent and Attorney-in-fact TITLE: _____

Note: Exhibit C is a reflection of the PAL Agreement and all amendments as of the amendment effective date.

¹ The term of this Term Rate PAL Agreement may be extended beyond the date set forth herein to the extent provided for in Transporter's Rate Schedule PAL.

² To the extent the rate set forth herein is discounted below the applicable maximum rate, Transporter and Shipper may mutually agree to substitute the applicable maximum rate for such discounted rate under certain conditions.

Tariff Submitter:	<u>Tennessee Gas Pipeline Company, L.L.C.</u>
FERC Tariff Program Name:	<u>FERC NGA Gas Tariff</u>
Tariff Title:	<u>TGP Tariffs</u>
Tariff Record Proposed Effective Date:	<u>October 1, 2022</u>
Tariff Record Title:	<u>0.0.0, 2.56.2 PAL Agmt, Negotiated Rate Agreement</u>
Option Code:	<u>A</u>