



September 27, 2018

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. 338105
Docket No. RP18-_____-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 the following agreements between Tennessee and the shipper listed below:

- (1) BKV Operating, LLC (“BKV”) (Service Package No. 338105)
 - (a) Gas Transportation Agreement, dated July 26, 2018; and
 - (b) Negotiated Rate Agreement, (“NRA”) dated June 20, 2018.

The Gas Transportation Agreement and the NRA with BKV listed above may be referred to herein as the “BKV Agreements.”

Tennessee submits the BKV Agreements for inclusion in its First Revised Volume No. 2 (“Volume No. 2”) of Tennessee’s FERC Gas Tariff (“Tariff”) as well as a revised Table of Contents for Volume No. 2. The proposed Tariff records are listed on Appendix A.

Tennessee respectfully requests that the Commission accept and approve the BKV NRA and related Tariff records effective on November 1, 2018.

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

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

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 BKV Agreements, which reflect: (1) BKV's exact legal name; (2) the total charges (rate and applicable surcharges) for the transportation service to be provided; (3) BKV's primary receipt and delivery points; (4) the maximum volumes of gas to be transported by Tennessee on behalf of BKV; and (5) the applicable rate schedule for the transportation service to be provided.

The information set forth in the BKV Agreements fully discloses the essential conditions involved in the negotiated rate transaction with BKV, including a specification of all consideration. The Gas Transportation Agreement conforms in all material respects with Tennessee's *Pro Forma* Gas Transportation Agreement under Rate Schedule FT-A.

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 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 BKV Agreements; and

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.

- (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. 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:

*Tony Sala
Assistant General Counsel
Tennessee Gas Pipeline Company, L.L.C.
1001 Louisiana Street, Suite 1000
Houston, Texas 77002
(713) 420-6431
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* Carlos Oblitas
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Tennessee Gas Pipeline Company, L.L.C.
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Houston, TX 77002
(713) 420-3297
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.)

Effective Date and Waiver Request

Tennessee respectfully requests all waivers that may be necessary for the Commission to accept the BKV Agreements and related Tariff records listed in Appendix A to become effective on November 1, 2018.

Pursuant to Section 154.7(a)(9) of the Commission's regulations, Tennessee hereby moves to place the revised Tariff records 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.

Negotiated Rate Agreement Filing

Issued: September 27, 2018

Effective: November 1, 2018

FERC Gas Tariff First Revised Volume No. 2 Tariff Sections

Description		Title	Version
1.	Table of Contents	Table of Contents	58.0.0
2.13	Gas Trans Agmt	BKV OPERATING, LLC SP338105	2.0.0
2.13.1	Gas Trans Agmt	Exhibit A	2.0.0
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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:	November 1, 2018
Tariff Record Title:	2.0.0, 2.13 Gas Trans Agmt, BKV Operating, LLC SP338105
Option Code:	A

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

THIS AGREEMENT is made and entered into as of the 1 day of November, 2018, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and BKV OPERATING, LLC, a DELAWARE LIMITED LIABILITY COMPANY, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

NOW THEREFORE, Transporter and Shipper agree as follows:

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.
- 1.3 COMMENCEMENT DATE – shall mean November 1, 2018.

ARTICLE II

TRANSPORTATION

Commencing upon the Commencement Date, Transporter agrees to accept and receive daily on a firm basis in accordance with Rate Schedule FT-A, 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

FACILITIES

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

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

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. 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

- 6.1 TRANSPORTATION RATES - Commencing upon the Commencement Date, 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 and Charges in Transporter's FERC Gas Tariff and in Rate Schedule FT-A. 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 FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff.

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

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

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

ARTICLE VI

RATES AND CHARGES (continued)

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 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 those 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.
- 6.4 [Not applicable.]

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 Transporter's FERC Gas Tariff.

ARTICLE VIII

RATE SCHEDULE AND 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 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 IX

REGULATION

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

- 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.

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 by the Commencement Date, 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) [Not applicable.]
 - (c) 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.
- 11.3 [Not applicable.]

ARTICLE XII

TERM

- 12.1 This Agreement shall be effective as of the date hereof. Service hereunder shall commence on the Commencement Date, and shall continue in effect until 31 October, 2024 ("Primary Term"),

GAS TRANSPORTATION AGREEMENT
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unless modified as per Exhibit "B". Any rights to Shipper's extension of this Agreement after the Primary Term shall be set forth in Exhibit "A" hereto; provided, however, if Exhibit "A" does not specify Shipper's extension rights under the Agreement, and 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 FERC Gas 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 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:

NOTICES: BKV OPERATING, LLC
1200 17th Street
Denver, CO 80246

Attention: Daniel Androphy

BILLING: BKV OPERATING, LLC
1200 17th Street
Denver, CO 80246

Attention: Daniel Androphy

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

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

ARTICLE XIV

ASSIGNMENTS

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

ARTICLE XV

MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's 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 through Transporter's Interactive Website and Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 15.4 Exhibit "A" and, when applicable, Exhibit "B" attached hereto are incorporated herein by reference and made a part hereof for all purposes.
- 15.6 [Not applicable.]
- 15.7 [Not applicable.]

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

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

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

ERNESTO A OCHOA

BY: _____
Agent and Attorney-in-Fact

BKV OPERATING, LLC

Daniel Androphy

BY: _____
Agent and Attorney-in-Fact

VP Marketing

TITLE: _____

26 July 2018

DATE: _____

GAS TRANSPORTATION AGREEMENT
 (For Use Under FT-A Rate Schedule)
 EXHIBIT A
 AMENDMENT NO. 0
 TO GAS TRANSPORTATION AGREEMENT
 DATED November 1, 2018
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.
 AND
 BKV OPERATING, LLC

Amendment Effective Date: November 1, 2018
 Service Package: 338105-FTATGP
 Service Package TQ: 5835 Dth

BEGINNING DATE		ENDING DATE		TQ							
11/01/2018		10/31/2024		5835							
BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ	
11/01/2018	10/31/2024	412866	WFS/TGP SHIELDS: RIP 320 1 4.79 SUS		SUSQUEHAN NA	PA	4	R	300	5835	
11/01/2018	10/31/2024	420891	POOLING PT - 300 LEG - ZONE 4	TENNESSEE GAS PIPELINE	POTTER	PA	4	D	300	5835	

Total Receipt TQ 5835
 Total Delivery TQ 5835

Number of Receipt Points: 1
 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 Transporter's FERC Gas Tariff:

Contractual ROFR

Shipper shall have a right of first refusal and right to extend the term of the service agreement in accordance with the procedures in Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

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

Tariff Submitter:	Tennessee Gas Pipeline Company, L.L.C.
FERC Tariff Program Name:	FERC NGA Gas Tariff
Tariff Title:	TGP Tariffs
Tariff Record Proposed Effective Date:	November 1, 2018
Tariff Record Title:	2.0.0, 2.13.2, Gas Trans Agmt, Negotiated Rate Agreement
Option Code:	A

June 20, 2018

BKV Operating, LLC
1200 7th Street, Suite 1850
Denver, CO 80202

Attention: Daniel Androphy

RE: Negotiated Rate Agreement
Under Rate Schedule FT-A Gas Transportation Agreement
Service Package No. 338105 ("Service Package")¹

Dear Daniel:

In response to the request of BKV Operating ("Shipper") and pursuant to Section 5.1 of Rate Schedule FT-A 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 6.1 of the Gas Transportation Agreement, for the term commencing on November 1, 2018 and continuing for a term of 6 years and ending on October 31, 2024, and any extension terms as provided for in Exhibit A to the Gas Transportation Agreement ("Negotiated Rate Term"), Transporter 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 Gas Transportation Agreement and in Transporter's Tariff.

1. For transportation service from the primary receipt point(s) listed in Exhibit A to the Gas Transportation Agreement to the primary delivery point(s) listed in Exhibit A to the Gas Transportation Agreement, the applicable Rate Schedule FT-A transportation rates for service provided under the Service Package will be:
 - a) A monthly Negotiated Reservation Rate equal to \$5.2598/Dth; and
 - b) Subject to any limitations set forth in Section 4 below, a Negotiated Commodity Rate equal to Transporter's applicable Base Commodity Rate for the applicable rate zones for transportation service under Rate Schedule FT-A as set forth in Transporter's Tariff.
2. The Negotiated Reservation Rate and the Negotiated Commodity Rate set forth in Sections 1(a) and 1(b) and subject to any limitations set forth in Section 4 below, shall also apply to transportation service from all secondary receipt points to all secondary delivery points located in Shipper's Transportation Path.
3. In addition to the charges set forth in Sections 1 through 2 above, Shipper shall be subject to:
 - a) All applicable reservation, volumetric or other surcharges, including but not limited to ACA, for transportation service under Rate Schedule FT-A as set forth in Transporter's Tariff; and

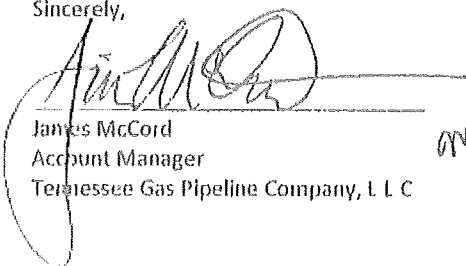
¹ The term Service Package as referred to herein includes the Gas Transportation Agreement entered into between Shipper and Transporter on November 1, 2018 and this Negotiated Rate Agreement



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

- b) General system fuel and loss retention ("F&LR") and electric power cost rates ("EPCR") for the applicable rate zones for transportation service under Rate Schedule FT-A as set forth in Transporter's Tariff.
4. Total daily deliveries (defined as the sum of daily deliveries under this Service Package and daily deliveries under any capacity release agreement(s) associated with this Service Package), exclusive of Authorized Overrun quantities, in excess of 100%, shall be subject to Transporter's general system Base Commodity Rate for the applicable rate zones, and all other applicable surcharges and applicable F&LR and EPCR for transportation service under Rate Schedule FT-A as specified in Transporter's Tariff.
5. This Negotiated Rate Agreement shall be filed with and is subject to approval by the Federal Energy Regulatory Commission.
6. 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.
7. If Shipper is interested in entering into this Negotiated Rate Agreement for firm capacity 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.

Sincerely,


James McCord
Account Manager
Tennessee Gas Pipeline Company, L.L.C.

muse



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

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

AGREED TO AND ACCEPTED

THIS 20 DAY OF June, 2018

By

Name

Ernesto A. Ochoa

Title

Vice President - Commercial

BKV Operating

AGREED TO AND ACCEPTED

THIS 20 DAY OF June, 2018

By

Name

Donal Androsky

Title

VP Marketing

June 20, 2018
BKV Operating, LLC
1200 7th Street, Suite 1850
Denver, CO 80202

Attention: Daniel Androphy

RE: Negotiated Rate Agreement
Under Rate Schedule FT-A Gas
Transportation Agreement Service
Package No. 338105 ("Service
Package")

Dear Daniel:

In response to the request of BKV Operating ("Shipper") and pursuant to Section 5.1 of Rate Schedule FT-A 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 6.1 of the Gas Transportation Agreement, for the term commencing on November 1, 2018 and continuing for a term of 6 years and ending on October 31, 2024, and any extension terms as provided for in Exhibit A to the Gas Transportation Agreement ("Negotiated Rate Term"), Transporter 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 Gas Transportation Agreement and in Transporter's Tariff. For transportation service from the primary receipt point(s) listed in Exhibit A to the Gas Transportation Agreement to the primary delivery point(s) listed in Exhibit A to the Gas Transportation Agreement, the applicable Rate Schedule FT-A transportation rates for service provided under the Service Package will be:

- a) A monthly Negotiated Reservation Rate equal to \$5.2598/Dth; and
 - b) Subject to any limitations set forth in Section 4 below, a Negotiated Commodity Rate equal to Transporter's applicable Base Commodity Rate for the applicable rate zones for transportation service under Rate Schedule FT-A as set forth in Transporter's Tariff.
2. The Negotiated Reservation Rate and the Negotiated Commodity Rate set forth in Sections 1(a) and 1(b) and subject to any limitations set forth in Section 4 below, shall also apply to transportation service from all secondary receipt points to all secondary delivery points located in Shipper's Transportation Path .
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 - a) All applicable reservation, volumetric or other surcharges, including but not limited to ACA, for transportation service under Rate Schedule FT-A as set forth in Transporter's Tariff; and
 - b) General system fuel and loss retention ("F&LR") and electric power cost rates ("EPCR") for the applicable rate zones for transportation service under Rate Schedule FT-A as set forth in Transporter's Tariff.
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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.

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Sincerely,

James McCord Account Manager
Tennessee Gas Pipeline Company, L.L.C.

TENNESSEE GAS PIPELINE

COMPANY, L.L.C. AGREED TO

AND ACCEPTED
THIS ____ DAY OF _____, 2018

By: _____

Name: _____

Title: _____

BKV Operating

AGREED TO AND
ACCEPTED
THIS ____ DAY
OF _____, 2018

By: _____

Name: _____

Title: _____

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Tariff Submitter:	Tennessee Gas Pipeline Company, L.L.C.
FERC Tariff Program Name:	FERC NGA Gas Tariff
Tariff Title:	TGP Tariffs
Tariff Record Proposed Effective Date:	November 1, 2018 April 1, 2016
Tariff Record Title:	2.0.01-0-0 , 2.13 Gas Trans Agmt, BKV Operating, LLC SP338105 Reserved for Future Use
Option Code:	A

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(For Use Under FT-A Rate Schedule)
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AMENDMENT NO. 0
TO GAS TRANSPORTATION AGREEMENT
DATED November 1, 2018
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
BKV OPERATING, LLC

Amendment Effective Date: November 1, 2018
Service Package: 338105-FTATGP
Service Package TQ: 5835 Dth

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<u>11/01/2018</u>		<u>10/31/2024</u>		<u>5835</u>							
<u>BEGINNING</u>	<u>ENDING</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-TQ</u>	
<u>-DATE</u>	<u>DATE</u>										
<u>11/01/2018</u>	<u>10/31/2024</u>	<u>412866</u>	<u>WFS/TGP SHIELDS: RIP 320</u> <u>1 4.79 SUS</u>		<u>SUSQUEHAN</u> <u>NA</u>	<u>PA</u>	<u>4</u>	<u>R</u>	<u>300</u>	<u>5835</u>	
<u>11/01/2018</u>	<u>10/31/2024</u>	<u>420891</u>	<u>POOLING PT - 300 LEG -</u> <u>ZONE 4</u>	<u>TENNESSEE GAS PIPELINE</u>	<u>POTTER</u>	<u>PA</u>	<u>4</u>	<u>D</u>	<u>300</u>	<u>5835</u>	
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 <u>Number of Receipt Points: 1</u> <u>Number of Delivery Points: 1</u>											
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 <u>Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.</u>											
 <u>Additional Information</u>											

Tariff Submitter:	Tennessee Gas Pipeline Company, L.L.C.
FERC Tariff Program Name:	FERC NGA Gas Tariff
Tariff Title:	TGP Tariffs
Tariff Record Proposed Effective Date:	November 1, 2018 <u>April 1, 2016</u>
Tariff Record Title:	2.0.01-0.0, 2.13.2, Gas Trans Agmt, Negotiated Rate Agreement <u>Reserved for Future Use</u>
Option Code:	A