



January 31, 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. 45306  
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 (i) revised tariff records to its FERC Gas Tariff (“**Tariff**”), First Revised Volume No. 2 (“**Volume No. 2**”), which Tariff records are listed in Appendix A, and (ii) a copy of the following agreements between Tennessee and the shipper listed below, which agreements contain negotiated rates:

- (1) Gas Transportation Agreement dated December 1, 2003, Amendment No. 35 to Gas Transportation Agreement, dated January 24, 2018 and Negotiated Rate Agreement dated January 2, 2018, with Centerpoint Energy Entex (“**Centerpoint**”), Service Package Number SP45306.

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

Tennessee submits the Agreements for inclusion in Volume No. 2 of its Tariff as well as a revised Table of Contents for Volume No. 2.

Tennessee respectfully requests that the Commission approve the Negotiated Rate Agreement and related Tariff records listed in Appendix A to become effective on February 1, 2018.

### **Statement of Nature, Reasons, and Basis for the Filing**

Pursuant to the Commission's negotiated rate policies,<sup>1</sup> and Tennessee's negotiated rate tariff provisions approved by the Commission,<sup>2</sup> Tennessee submits for filing and acceptance with the Commission the enclosed Negotiated Rate Agreement. Tennessee and Centerpoint have entered into the Negotiated Rate Agreement as part of a recently agreed to amendment to the Gas Transportation Agreement which effectuated changes to the primary meters and associated meter quantities under the agreement effective February 1, 2018.<sup>3</sup> The Agreements reflects: (1) the exact legal name of Centerpoint; (2) the total charges (rate and applicable surcharges) applicable to Centerpoint; (3) the primary receipt and delivery points applicable to Centerpoint; (4) the maximum volumes of gas to be transported by Tennessee on behalf of Centerpoint; and (5) the applicable rate schedule for the transportation service to be provided to Centerpoint. The information set forth in the Agreements fully disclose the essential conditions involved in the negotiated rate transactions with Centerpoint, including a specification of all consideration.

### **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 tariff records in PDF format for posting on eLibrary;
- (4) A copy of the Agreements;
- (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, Suite 1000, 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.

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<sup>1</sup> 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); reh'g and clarification denied, 75 FERC ¶ 61,024 (1996); reh'g denied, 75 FERC ¶ 61,066 (1996); Natural Gas Pipeline Negotiated Rate Policies and Practices, 104 FERC ¶ 61,134 (2003) ("Policy Statement").

<sup>2</sup> Tennessee Gas Pipeline Co., 76 FERC ¶ 61,224 order on reh'g, 77 FERC ¶ 61,215 (1996).

<sup>3</sup> The amended Gas Transportation Agreement conforms in all material respects with Tennessee's pro-forma Gas Transportation Agreement under Rate Schedule FT-A.

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

\* C. Todd Piczak  
Assistant General Counsel  
Tennessee Gas Pipeline Company, L.L.C.  
1001 Louisiana Street, Suite 1000  
Houston, TX 77002  
Telephone: (713) 420-3822  
[todd\\_piczak@kindermorgan.com](mailto:todd_piczak@kindermorgan.com)

\* Carlos Oblitas  
Director, Rates and Regulatory Affairs  
Tennessee Gas Pipeline Company, L.L.C.  
1001 Louisiana Street, Suite 1000  
Houston, TX 77002  
Telephone: (713) 420-5771  
[carlos\\_oblitas@kindermorgan.com](mailto:carlos_oblitas@kindermorgan.com)

\* Persons designated for service in accordance with Rule 210 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.210. Additionally, service via email is requested in lieu of paper copies.

### **Effective Date and Waiver**

Tennessee respectfully requests all waivers that may be necessary, including waiver of the 30-day notice period pursuant to Section 154.207 of the Commission's regulations,<sup>4</sup> for the Commission to accept the Agreements and related Tariff records listed in Appendix A to become effective on February 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

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<sup>4</sup> Tennessee notes that it was unable to file the Agreements 30 days in advance of their effective date since it concluded the amendment to the Gas Transportation Agreement on January 24, 2018. 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 Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,076, at 61,241; see also, *Alliance Pipeline L.P.*, 132 FERC ¶ 61,010, at P 10 (2010); *Texas Eastern Transmission, LP*, 130 FERC ¶ 61,189, at n.20 (2010).

## APPENDIX A

### Tennessee Gas Pipeline Company, L.L.C. and Centerpoint Energy Entex

#### Negotiated Rate Agreements Filing

Issued: January 31, 2018

Effective: February 1, 2018

#### FERC Gas Tariff First Revised Volume No. 2 Tariff Sections

Description	Title	Version
1. Table of Contents	Table of Contents	49.0.0
2.12 Gas Trans Agmt	Centerpoint Energy Entex SP45306	2.0.0
2.12.1 Gas Trans Agmt	Exhibit A	2.0.0
2.12.2 Gas Trans Agmt	Negotiated Rate Agreement	2.0.0
2.12.3 Gas Trans Agmt	Amendment to Gas Transportation Agreement	0.0.0

**CLEAN TARIFF SHEETS / RECORDS**  
**Effective February 1, 2018**

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Tariff Submitter:	Tennessee Gas Pipeline Company, L.L.C. FERC NGA Gas Tariff
FERC Tariff Program Name:	TGP Tariffs
Tariff Title:	February 1, 2018
Tariff Record Proposed Effective Date:	2.0.0, 2.12 Gas Trans Agmt
Tariff Record Title:	Centerpoint Energy Entex SP45306
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 December, 2003, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware Corporation, hereinafter referred to as "Transporter" and CENTERPOINT ENERGY ENTEX, a DELAWARE Corporation, 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

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

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

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

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 VI and VII, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

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

ARTICLE IX

REGULATION

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

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

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

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point

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

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 1 December, 2003 and shall remain in force and effect, unless modified as per Exhibit B, until 31 October, 2014 ('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 PASSKEY; provided further, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

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

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.  
P. O. Box 2511

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

Houston, Texas 77252-2511

Attention: Director, Transportation Control

SHIPPER  
NOTICES: CENTERPOINT ENERGY ENTEX  
P. O. BOX 2628

HOUSTON,TX,USA-772522628

Attention: ROYAL EDMONDSON

BILLING: CENTERPOINT ENERGY ENTEX  
P. O. BOX 2628

HOUSTON,TX,USA-772522628

Attention: SAM VILLARREAL

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.

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

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

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

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

CENTERPOINT ENERGY ENTEX

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

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

EXHIBIT A  
AMENDMENT NO. 0  
TO GAS TRANSPORTATION AGREEMENT  
DATED December 1, 2003  
BETWEEN  
TENNESSEE GAS PIPELINE COMPANY, L.L.C.  
AND  
CENTERPOINT ENERGY ENTEX

Amendment Effective Date: December 1, 2003

Service Package: 45306

Service Package TQ: 3600 Dth

BEGINNING DATE	ENDING DATE	TQ

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
12/1/2003	10/31/2014	012225	SOUTH MARSH ISLAND 36	WALTER OIL & GAS CORPORATION	OFFSHORE-FEDERAL 707	OL	0L	R	500	3600
12/1/2003	10/31/2014	020021	SUMNER MISSISSIPPI	CENTERPOINT ENERGY ENTEX	TALLAHATCHIE	MS	01	D	100	250
12/1/2003	10/31/2014	020022	LAMBERT MISSISSIPPI	CENTERPOINT ENERGY ENTEX	QUITMAN	MS	01	D	100	550
12/1/2003	10/31/2014	020023	CROWDER MISSISSIPPI	CENTERPOINT ENERGY ENTEX	QUITMAN	MS	01	D	100	600
12/1/2003	10/31/2014	020025	OXFORD MISSISSIPPI	CENTERPOINT ENERGY ENTEX	LAFAYETTE	MS	01	D	100	1600
12/1/2003	10/31/2014	020141	SHAW MISSISSIPPI	CENTERPOINT ENERGY ENTEX	SUNFLOWER	MS	01	D	100	330
12/1/2003	10/31/2014	020143	DREW MISSISSIPPI	CENTERPOINT ENERGY ENTEX	SUNFLOWER	MS	01	D	100	200
12/1/2003	10/31/2014	020215								

Total Receipt TQ 3600

Total Delivery TQ 3600

Number of Receipt Points: 1

Number of Delivery Points: 7

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 A  
 AMENDMENT NO. 35  
 TO GAS TRANSPORTATION AGREEMENT  
 DATED December 1, 2003  
 BETWEEN  
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.  
 AND  
 CENTERPOINT ENERGY ENTEX

Amendment Effective Date: Feb 1, 2018

Service Package: 45306-FTATGP

Service Package TQ: 3600 Dth

BEGINNING DATE	ENDING DATE	TQ
02/01/2018	10/31/2019	3600

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
02/01/2018	10/31/2019	412884	KINETICA/TGP GRAND CHENIER PLANT I		CAMERON	LA	L	R	800	3600
02/01/2018	10/31/2019	48923	CPTENTEX/TGP EAST OXFORD CITY GATE		LAFAYETTE	MS	1	D	800	3600

Total Receipt TQ 3600  
 Total Delivery TQ 3600

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 Tennessee's FERC Gas Tariff:

Contractual ROFR

Issued: January 31, 2018  
 Effective: February 1, 2018

Docket No.  
 Accepted:

Notwithstanding anything in Article V, Section 4.1 of Transporter's Tariff to the contrary, Shipper shall have the right to extend the Primary Term of this Agreement pursuant to the procedures set forth in Article V, Section 4.2 of Transporter's Tariff. The rate for any such extension period shall be Transporter's then applicable maximum recourse rate.

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:	February 1, 2018
Tariff Record Title:	2.0.0, 2.12.2 Gas Trans Agmt, Negotiated Rate Agmt Centerpoint Energy Entex SP45306
Option Code:	A



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

January 2, 2018

Centerpoint Entex  
P.O. Box 2628  
Houston, Texas 77252

Attention: Bruce Coogler

RE: Negotiated Rate Agreement  
Rate Schedule FT-A Service Package No. 45306 ("Service Package")

Dear Mr. Coogler:

TENNESSEE GAS PIPELINE COMPANY, L.L.C. ("Transporter") and CENTERPOINT ENTEX ("Shipper") agree to amend the Gas Transportation Agreement in Service Package No. 45306-FTATGP (the "Agreement") effective February 1, 2018, to add a negotiated rate agreement. This Negotiated Rate Agreement replaces in its entirety the previously executed Negotiated Rate Agreement with an effective date of January 1, 2018 and such agreement shall be null and void.

1.
  - (a) If Shipper attempts to apply this Negotiated Rate Agreement to any volumes not eligible for the negotiated rate and thereby fails to pay correctly invoiced and undisputed amounts, then, if such failure is not cured within thirty (30) days of provision of notice by Transporter to Shipper of such failure, Transporter shall have the right, in its sole discretion, to immediately terminate this Negotiated Rate Agreement with Shipper.
  - (b) Subject to Exhibit A of the Service Package, for the period commencing on January 1, 2018 (as defined in Section 2.2 of the above referenced Service Package) and extending through the Primary Term as defined in the Service Package), for gas delivered by Transporter on behalf of Shipper from its Primary Receipt Point to its Primary Delivery point and from any secondary receipt or delivery point in Shipper's transportation path the applicable Rate Schedule FT-A transportation rates will be the Rate Schedule FT-A Zone 0 to Zone 1 Base Reservation Rate as set forth in Transporter's FERC Gas Tariff ("Tariff") as it may be in effect from time to time (the "Monthly Negotiated Reservation Rate").
  - (c) The Monthly Negotiated Reservation Rate stated above is exclusive of all applicable surcharges specified in Transporter's Tariff.
  - (d) Shipper shall pay the then-effective Base Commodity Rates as specified in Transporter's Tariff.
  - (e) In addition, Shipper shall pay the applicable Fuel and Loss Retention ("F&LR") percentage and the Electric Power Cost Rate ("EPCR") as specified in Transporter's Tariff.
2. In accordance with Section 4.7 of Transporter'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 Monthly Negotiated Rate and Base Commodity Rates specified above,

Amendments outside of Shipper's capacity path will be subject to the mutual agreement of Transporter and Shipper. All amendments are subject to Shipper's TQ and available mainline, lateral and meter capacity. In no event shall Transporter be obligated to modify facilities, nor shall revenue to Transporter be reduced as result of such amendments.

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

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 Centerpoint Entex execute this Negotiated Rate Agreement, and return to the undersigned. This Negotiated Rate Agreement will become binding upon the parties only after it then is accepted and executed by Tennessee's authorized representative on the below "Agreed to and Accepted" portion. One fully executed copy will be returned for your records.

Sincerely,



Becky Mack  
Tennessee Gas Pipeline

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

CENTERPOINT ENTEX

THIS 3 DAY OF JANUARY, 2018

THIS 2<sup>nd</sup> DAY OF JANUARY, 2018

By: 

By: 

Name: Ernesto A. Ochoa

Name: L. B. Coogler

Title: Director, Marketing

Title: Division Vice President  
Gas Supply

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:	February 1, 2018
Tariff Record Title:	0.0.0, 2.12.3 Gas Trans Agmt, Amendment Centerpoint Energy Entex SP45306
Option Code:	A

Date: 1/24/2018

**Bruce Coogler**  
CENTERPOINT ENERGY ENTEX  
P. O. BOX 2628  
HOUSTON TX USA  
77252-2628

RE: Amendment No. 35 to  
Gas Transportation Agreement  
Dated December 1, 2003  
Service Package No. 45306-FTATGP

Dear Bruce Coogler:

TENNESSEE GAS PIPELINE COMPANY, L.L.C. and CENTERPOINT ENERGY ENTEX (CENTERPOINT ENTEX) agree to amend the Agreement effective Feb 1, 2018, to change the Primary Meters and the associated Meter Quantities as reflected in the Attached Revised Exhibit A.

Except as amended herein, all terms and provisions of the Agreement shall remain in full force and effect as written.

If the foregoing is in accordance with your understanding of the Agreement, please so indicate by electronically executing the amended exhibit below.

Should you have any questions, please do not hesitate to contact me at (713) 420-2382

Best regards,

Lindsay Sanford  
Sr. Account Representative  
Transportation Services

Date: **1/24/2018**

CENTERPOINT ENERGY ENTEX

Date: 1/24/2018

Page 2

Contract number: 45306-FTATGP

Amendment number: 35

Amendment effective date: Feb 1, 2018

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

CENTERPOINT ENERGY ENTEX

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**MARKED TARIFF SHEETS / RECORDS**  
**Effective February 1, 2018**

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

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BETWEEN  
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<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-TQ</u>
<u>02/01/2018</u>	<u>10/31/2019</u>	<u>412884</u>	<u>KINETICA/TGP GRAND</u> <u>CHENIER PLANT I</u>		<u>CAMERON</u>	<u>LA</u>	<u>L</u>	<u>R</u>	<u>800</u>	<u>3600</u>
<u>02/01/2018</u>	<u>10/31/2019</u>	<u>48923</u>	<u>CPTENTEX/TGP EAST</u> <u>OXFORD CITY GATE</u>		<u>LAFAYETTE</u>	<u>MS</u>	<u>1</u>	<u>D</u>	<u>800</u>	<u>3600</u>
									<u>Total Receipt TQ 3600</u>	
									<u>Total Delivery TQ 3600</u>	

Number of Receipt Points: 1

Number of Delivery Points: 1

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Contractual ROFR

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