



February 1, 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.
Southwest Louisiana Supply Project
Negotiated Rate and Non-Conforming Agreement Filing
Docket Nos. RP18-____-000 and CP16-12-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“**NGA**”), Part 154 of the Regulations of the Federal Energy Regulatory Commission (“**Commission**”), 18 C.F.R. Part 154, and in compliance with the Order Issuing Certificate (“**Order**”) for the Southwest Louisiana Supply Project (“**Project**”), issued in Docket No. CP16-12-000 on December 15, 2016,¹ Tennessee Gas Pipeline Company, L.L.C. (“**Tennessee**”) hereby tenders for filing and acceptance (i) revised tariff records to its FERC Gas Tariff (“**Tariff**”), Sixth Revised Volume No. 1 (“**Volume No. 1**”) and First Revised Volume No. 2 (“**Volume No. 2**”), which Tariff records are listed in Appendix A, and (ii) a copy of a Gas Transportation Agreement dated January 17, 2017 and a Negotiated Rate Agreement dated January 13, 2017 (collectively, the “**Agreements**”), with Mitsui & Co. Cameron LNG Sales, Inc. (“**Mitsui**”), Service Package Number 326297, which agreements contain negotiated rates and non-conforming language.

Tennessee submits for filing and acceptance a revised Tariff record for inclusion in Volume No. 1 of its Tariff to reflect the fact that the Gas Transportation Agreement contains non-conforming language, as discussed further below. Additionally, 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 issue an order accepting the Agreements and related Tariff records listed in Appendix A to become effective on March 1, 2018.

¹ Tennessee Gas Pipeline Company, L.L.C., 157 FERC ¶ 61,208 (2016).

Statement of Nature, Reasons, and Basis for the Filing

Background

On December 15, 2016, the Commission issued the Order granting Tennessee a certificate of public convenience and necessity to construct, operate, and maintain the Project facilities, which consist of two lateral pipeline facilities totaling approximately 3.8 miles in length, located on Tennessee's existing 800 Line system in the state of Louisiana, a new Compression Station 836A located in Franklin Parish, Louisiana ("**CS 836A**"), compressor station modifications at Tennessee's existing Compressor Station 827 located in Rapides Parish, Louisiana ("**CS 827**"), and five new meter stations located in Franklin, Madison and Richland Parishes in the state of Louisiana. Tennessee entered into binding precedent agreements with Mitsubishi Corporation ("**Mitsubishi**") and MMGS, Inc. ("**MMGS**")² (collectively the "**Project Shippers**") agreeing to provide up to 600,000 and 300,000 dekatherms per day, respectively, of firm transportation service on its system under 20 year long-term negotiated rate agreements.³

On October 30, 2017, Tennessee filed a request with the Director of the Office of Energy Projects ("**OEP**") to place the lateral pipeline facilities and meter stations in service by November 1, 2017 to make them available for general system use during the winter season and stated that it would file for a subsequent request to place the remaining Project facilities located at CS 827 and CS 836A in service at a later date.⁴ Tennessee now currently anticipates placing the remaining Project facilities in service by March 1, 2018.⁵ In accordance with the terms of the precedent agreements with each of the Project Shippers, Tennessee expects to provide service to Mitsui and Mitsubishi commencing on March 1, 2018 and August 1, 2018, respectively.⁶ Tennessee has placed in service all the necessary Project facilities required to provide firm service to Mitsui commencing on March 1, 2018. Further, Tennessee expects to place in service by March 1, 2018, all remaining Project facilities which are necessary to provide service to Mitsubishi commencing on August 1, 2018.⁷ Since Tennessee anticipates placing all the Project facilities in service by March 1, 2018, four months earlier than required under the Mitsubishi service agreement, Tennessee will post any unutilized Project capacity as generally available capacity on an interim basis, for the period beginning March 1, 2018,

² In accordance with Section 17 of the precedent agreement between Tennessee and MMGS, on March 11, 2016, MMGS assigned its rights and obligations under the precedent agreement to its affiliate, Mitsui.

³ Pursuant to the terms of the precedent agreements between Tennessee and the Project Shippers, the commencement of service under the Mitsubishi service agreement is the later of (i) the date when Tennessee is ready to provide firm service or (ii) August 1, 2018. Similarly, the commencement of service under the Mitsui service agreement is the later of (i) the date when Tennessee is ready to provide firm service or (ii) March 1, 2018.

⁴ On November 14, 2017, the OEP granted Tennessee's request to place in service the lateral and meter facilities.

⁵ Tennessee expects to file its request with the OEP by mid-February, 2018 to place the remaining Project facilities in-service by March 1, 2018.

⁶ See note 3.

⁷ In conformance with Paragraphs 28, 32 and Ordering Paragraphs (D) and (F) of the Order, Tennessee will file the Mitsubishi negotiated and non-conforming agreements 30 to 60 days prior to the commencement of service under the Mitsubishi service agreement.

through the commencement date of the Mitsubishi service agreement.⁸

Instant Filing

1. Negotiated Rate Agreements

Pursuant to the Commission's negotiated rate policies,⁹ and Tennessee's negotiated rate tariff provisions approved by the Commission,¹⁰ Tennessee submits for filing with the Commission the enclosed Agreements. These agreements reflect: (1) the exact legal name of Mitsui; (2) the total charges (rate and applicable surcharges) applicable to Mitsui; (3) the primary receipt and delivery points applicable to Mitsui; (4) the maximum volumes of gas to be transported by Tennessee on behalf of Mitsui; and (5) the applicable rate schedule for the transportation service to be provided to Mitsui. The information set forth in the Agreements fully disclose the essential conditions involved in the negotiated rate transactions with Mitsui, including a specification of all consideration.

2. Non-Conforming Provisions

Section 154.1(d) of the Commission's regulations, 18 C.F.R. § 154.1(d), provides that contracts for service pursuant to Part 284 that deviate in any material aspect from the pipeline's form of service agreement must be filed with the Commission as a non-conforming agreement.

The Mitsui Gas Transportation Agreement contains the following deviations from Tennessee's revised pro forma Rate Schedule FT-A transportation service agreement ("**Pro Forma Agreement**"): ¹¹

- (1) The Gas Transportation Agreement contains non-conforming language in Section 2.2 to address regulatory authorizations for the Project facilities and the commencement date of the Gas Transportation Agreement, which are tied to the

⁸ Pursuant to Section 5.11 of Article XXVI of the General Terms and Conditions of Tennessee's Tariff, Tennessee may sell interim capacity, subject to certain conditions, prior to the commencement date of a future service agreement without right of first refusal.

⁹ 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").

¹⁰ 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. Tennessee Gas Pipeline Co., 76 FERC ¶ 61,224, order on reh'g, 77 FERC ¶ 61,215 (1996).

¹¹ On October 30, 2017 Tennessee made a filing in Docket No. RP18-118-000 to revise its pro forma service agreements. The proposed revisions to the pro forma service agreements included, among others, alternate or additional language to enable Tennessee and a shipper, whose service is dependent on the completion of construction of expansion facilities by Tennessee, to include language to address conditions precedent and other project related requirements, thereby limiting the need for Tennessee to have to file such agreement with the Commission as a non-conforming agreement. On November 29, 2017, the Commission approved Tennessee's proposal and accepted the Tariff records effective on December 1, 2017. *See* 161 FERC ¶ 61,236 (2017). Tennessee's description of the non-conforming provisions contained in the Mitsui Gas Transportation Agreement are in reference to Tennessee's revised Pro Forma Agreement.

commencement date of the Project facilities and the Cameron LNG's Train 1, 2 and 3 facilities. Although the Pro Forma Agreement contains alternate or additional language in Sections 1.3 and 15.7 to address regulatory authorizations and commencement date language, the Mitsui Gas Transportation Agreement includes this language in a different section of the agreement and thus this language may be construed as non-conforming.

- (2) The Gas Transportation Agreement contains non-conforming language in Article IV to address the construction of Project facilities. Although the Pro Forma Agreement contains alternate language when construction of facilities are required to provide service to a shipper, the Mitsui Gas Transportation Agreement includes additional minor language changes to the Pro Forma Agreement.
- (3) The Gas Transportation Agreement contains non-conforming language in Section 11.1(a) to address Mitsui's obligations under the agreement that all upstream and downstream arrangements are or will be in place on the commencement date of each LNG Train, as well as in Section 12.1 to specify that the agreement is effective on the commencement date of Train 1. As discussed above, the Pro Forma Agreement provides Tennessee and a shipper with the flexibility to define the commencement date of service in Section 1.3. Further Section 12.1 of the Pro Forma Agreement provides that the agreement is effective as of the date of execution and that service under the agreement commences on the commencement date as defined in Section 1.3.
- (4) The Gas Transportation Agreement contains non-conforming language in Article XVI to address the creditworthiness requirements applicable to Mitsui. Consistent with the Commission's Policy Statement on Creditworthiness for Interstate Natural Gas Pipelines and Order Withdrawing Rulemaking Proceeding,¹² Mitsui's Gas Transportation Agreement includes creditworthiness provisions that require Mitsui to meet certain objective creditworthiness standards, or to provide Tennessee with credit support in the form of a guaranty, letter of credit or a cash security deposit.¹³ Mitsui has provided Tennessee with the appropriate credit support pursuant to the provisions of the agreement. Section 6.4 of the Pro Forma Agreement contains optional language permitting Tennessee and a shipper to include language cross-referencing the credit support requirements agreed to by Tennessee and the shipper in a precedent agreement or similar agreement to the service agreement, thus providing the parties with the flexibility to incorporate those credit support requirements in the service agreement without making the service agreement non-conforming. Since these provisions have been directly incorporated in the Mitsui Gas Transportation

¹² 111 FERC ¶ 61,412 at P 17-20 (2005) (permitting larger collateral requirements from initial shippers in cases of new construction and requiring issues relating to such collateral to be determined in precedent agreements).

¹³ These creditworthiness provisions were originally included in the precedent agreement between Tennessee and Mitsui and are now included in the Gas Transportation Agreement.

Agreement, rather than referencing them to the precedent agreement, these provisions may be deemed non-conforming.

- (5) The Gas Transportation Agreement contains a contractual extension right set forth in Exhibit A under the heading “Other Provisions”, providing Mitsui with the right to extend the primary term of the contract for a term of two consecutive five year periods at Mitsui’s option, at the applicable negotiated rate in effect during the primary term, by providing Tennessee with written notice at least 12 months prior to the end of the primary term. Although this provision was found by the Commission in the Order to be a non-conforming provision, Tennessee notes that pursuant to Article XXXVI of the General Terms and Conditions (“GT&C”) of its Tariff, Tennessee has the authority to negotiate contractual extension rights and rights-of-first refusal (“ROFR”) with discount and negotiated rate shippers that would not otherwise be eligible for extension or ROFR rights under Article V, Section 4.1 of the GT&C and to include such provision(s) on Exhibit A to the service agreement.

Finally, since the Gas Transportation Agreement was drafted based on an outdated version of the Pro Forma Agreement, the Gas Transportation Agreement contains other deviations resulting from this that are minor and non-substantive and thus are not material deviations. These deviations are “redlined” and appear in the introduction section, Sections 2.1, 6.1, 6.3, 11.1, 12.1, 12.2, 15.4, Articles IV, V, VI, VII, VIII and X of the Gas Transportation Agreement.

Tennessee submits that the terms described above do not affect the substantive rights of Mitsui or the quality of service to Mitsui or other shippers under Tennessee’s Tariff, nor do they constitute a substantial risk of undue discrimination against other shippers. In the Order, the Commission found that the non-conforming provisions of the Agreements filed by Tennessee as part of its certificate application constituted material deviations from Tennessee’s Pro-Forma Agreement. However, the Commission found that those non-conforming provisions were permissible because they do not present a risk of undue discrimination, do not affect the operational conditions of providing service and do not result in any customer receiving a different quality of service.¹⁴

¹⁴ 157 FERC ¶ 61,208, at P 31. This finding did not apply to the non-conforming creditworthiness provisions contained in Article XVI of the Project Shippers’ service agreements as Tennessee redacted these provisions from the public version of these agreements and did not seek an upfront determination from the Commission in the Order. See 157 FERC ¶ 61,208, note 28.

3. Conclusion

Tennessee respectfully requests that the Commission accept the filed Agreements. The non-conforming language discussed above is shown in redlined format on the attached copy of the Gas Transportation Agreement. Other than the above-referenced deviations, the Mitsui Gas Transportation Agreement conforms in all material respects with Tennessee's Pro Forma Agreement. Since these provisions are permissible deviations because they do not present a risk of undue discrimination, do not affect the operational conditions of providing service and do not result in any customer receiving a different quality of service, Tennessee respectfully requests that the Commission, approve the Agreements and related Tariff records listed in Appendix A to become effective on March 1, 2018.

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) Clean copies of the executed Agreements;
- (5) A "redlined" version of the Gas Transportation Agreement;
- (6) 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, as well as to all parties on the official service list for Docket No. CP16-12-000. 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. § 154.385.2005 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:

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* 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 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, for the Commission to accept the Agreements and related Tariff records listed in Appendix A to become effective on March 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.

Southwest Louisiana Supply Project Negotiated Rate and Non-Conforming Agreements Filing

Issued: February 1, 2018

Effective: March 1, 2018

FERC Gas Tariff Sixth Revised Volume No. 1 Tariff Records

Section Title			
Narrative Name	Record Contents Description	Tariff Record Title	Version
First Revised Sheet No. 396B	Sheet No. 396B		1.0.0

FERC Gas Tariff First Revised Volume No. 2 Tariff Sections

Description	Title	Version
1. Table of Contents	Table of Contents	50.0.0
4.30 Gas Trans Agmt	Mitusi & Co. Cameron LNG Sales, Inc. SP326297	0.0.0
4.30.1 Gas Trans Agmt	Exhibit A	0.0.0
4.30.2 Gas Trans Agmt	Negotiated Rate Agreement	0.0.0

CLEAN TARIFF SHEETS / RECORDS
Effective March 1, 2018

GENERAL TERMS AND CONDITIONS (continued)

XXXIV. NON-CONFORMING AGREEMENTS
(continued)

62. Connecticut Natural Gas Corp, FT-A Gas Transportation Agreement dated May 8, 2017 – Connecticut Expansion Project SP331570
63. The Southern Connecticut Gas Co., FT-A Gas Transmission Agreement dated May 8, 2017 – Connecticut Expansion Project SP331571
64. Yankee Gas Service Co., FT-A Gas Transmission Agreement dated May 8, 2017 – Connecticut Expansion Project SP331574
65. Mitsui & Co. Cameron LNG Sales, Inc. FT-A Gas Transmission Agreement dated January 17, 2017 – Southwest Louisiana Supply Project SP326297

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MPP Project

3.3.1 Exhibit A

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3.4 Amended and Restated Gas Transportation Agreement – Chesapeake Energy Marketing, L.L.C.
SP103034 - MPP Project

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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:	March 1, 2018
Tariff Record Title:	0.0.0, 4.30 Gas Trans Agmt Mitsui Co. & Cameron LNG Sales, Inc. SP326297
Option Code:	A

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

THIS AGREEMENT is made and entered into as of the 17th day of January, 2017, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and MITSUI & CO. CAMERON LNG SALES, INC., a Delaware Corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

WHEREAS, Cameron LNG, LLC intends to construct three liquefaction trains at the existing Cameron LNG Terminal in Hackberry, Louisiana, for the purpose of exporting natural gas from the United States;

WHEREAS, Transporter has designed its Southwest Louisiana Supply Project (the "Project") to provide firm transportation service from various supply points located on Transporter's system to an interconnection with Cameron Interstate Pipeline, LLC, through which the gas will be transported to the Cameron LNG Terminal;

WHEREAS, Shipper, as successor in interest to MMGS Inc., and Transporter have entered into a Precedent Agreement dated May 17, 2013, and subsequent amendments (the "Precedent Agreement"), pursuant to which Transporter agreed to file an application with the Federal Energy Regulatory Commission ("FERC") for the necessary authorizations to (i) provide Shipper certain firm transportation services, and (ii) construct and operate the facilities necessary to provide such firm transportation service; and

WHEREAS, Transporter has now been authorized by the FERC order issued on December 15, 2016 in CP16-12 to render the firm transportation service described herein, and to construct and operate the related facilities (collectively, the "Project Facilities").

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

- 2.1 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.
- 2.2 COMMENCEMENT OF SERVICE
- (a) Upon completion of construction of any Project Facilities required to enable Transporter to render the transportation service described herein and after receipt and acceptance by Transporter of all FERC and other necessary authorizations, service for each of the three tranches of capacity shall commence on the Commencement Date defined below.
- (b) The "Commencement Date" for each tranche of capacity under this Agreement shall be the earlier of: (x) the date stated in the notice that Cameron LNG is required to provide to Shipper under the terms of the Liquefaction and Regasification Tolling Agreement ("LRTA") that Cameron LNG will commence commercial operations; or (y) the Target Commercial Operations Date for each Train, which shall be March 1, 2018 for Train 1, September 1, 2018 for Train 2, and January 1, 2019 for Train 3.
- (c) If the Commencement Date for the applicable Train has occurred and TGP does not stand ready to provide service, the Commencement Date shall be the date that TGP stands ready to provide the firm transportation service.

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

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

Transporter shall construct, install, own, and operate, or otherwise acquire access to the facilities necessary for Transporter to receive and deliver the gas as contemplated herein for Shipper's account at the Point(s) of Receipt and the Point(s) of Delivery.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

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

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - Commencing upon the 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 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.

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

- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

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

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 on the Commencement Date for each Train, 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.

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

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

ARTICLE XII

TERM

- 12.1 This Agreement shall be effective as of the Commencement Date for Train 1, and shall remain in force and effect, unless modified as per Exhibit B, until the date twenty (20) years following the latest Commencement Date in Exhibit A ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is less than one year, then notice of termination may be provided via Transporter's Interactive Website; provided further, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

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

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

Attention: Director, Transportation Services

SHIPPER: Mitsui & Co. Cameron LNG Sales, Inc.

NOTICES: 1300 Post Oak, Suite 1800
Houston, Texas 77056
Tel: (713)236-6153
Email: holng@mitsui.com

Attention: President and CEO

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

BILLING: 1300 Post Oak, Suite 1800
Houston, Texas 77056
Tel: (713)236-6154
Email: holng@mitsui.com

Attention: Treasurer

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

ARTICLE XVI

CREDITWORTHINESS

Notwithstanding anything in Article XXVI, Section 4 of Transporter's Tariff to the contrary, Shipper shall be required to comply with the following credit provisions:

- 16.1 In exchange for Transporter's execution of the Precedent Agreement dated May 17, 2013, and subsequent amendments, between Transporter and Shipper, as successor in interest to MMGS Inc. ("Precedent Agreement"), the Firm Agreement, the Negotiated Rate Agreement, and any other mutually-agreed related agreements, and as a condition precedent to Transporter's obligations pursuant to such agreements, Shipper shall satisfy the following credit assurance provisions as of the effective date of this Agreement, and shall have a continuing obligation to satisfy such credit assurance provisions throughout the terms of this Agreement, the Negotiated Rate Agreement and any other mutually-agreed related agreements. If Shipper fails to establish itself as creditworthy and/or maintain the credit assurance described below thereafter

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

during the term of this Agreement, Transporter shall have the right to terminate this Agreement upon thirty (30) days written notice.

- 16.2 Shipper will be deemed creditworthy if: (i) its long-term unsecured debt securities are rated at least BBB by Standard and Poor's Corporation ("S&P") and at least Baa2 by Moody's Investor Service ("Moody's"), in either case Shipper may not be on watch for a possible downgrade to a level below BBB and Baa2, and in the event of a split rating the lower rating applies; and (ii) the sum of reservation fees, commodity fees and any other associated fees and charges for the contract term is less than 15% of Shipper's tangible net worth. For the purposes of this Section 16.2, the term "tangible net worth" shall mean for a corporation the sum of the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts less goodwill, patents, unamortized loan costs or restructuring costs, and other intangible assets. Only actual tangible assets are included in Transporter's assessment of creditworthiness. In comparing the overall value of a Shipper's contract to tangible net worth for credit evaluation purposes, Transporter will compare the net present value of demand or reservation charge obligations under such contracts to Shipper's current tangible net worth.
- 16.2.1 If Shipper does not demonstrate it meets the creditworthiness criteria in Section 16.2, Shipper shall provide and maintain for the term of this Agreement and the Negotiated Rate Agreement either (i) an irrevocable, unconditional guaranty in form and substance acceptable to Transporter as set forth in Exhibit D of the Precedent Agreement issued by a guarantor who satisfies the credit ratings standards in this Section 16.2 ("Guarantor"); (ii) a cash security deposit; or (iii) an irrevocable letter of credit in form and substance acceptable to Transporter as set forth in Exhibit E of the Precedent Agreement from a financial institution with a senior unsecured long-term debt rating of A- or better by Standard & Poor's Rating Service and A3 or better by Moody's Investor Services:
- aa. For purpose of this Section 16.2.1, throughout the Primary Term of the Agreement, the amount required on any credit support, guaranty, and/or letter of credit shall be (i) twenty four (24) months' worth of reservation charges for the first ten (10) years after the Commencement Date for Train 1 and one year's worth of reservation charges under this Agreement (including the Negotiated Rate Agreement) thereafter for the remaining term of this Agreement.
- 16.2.2 Transporter shall have the right to require that Shipper or its Guarantor demonstrate its continuing satisfaction of creditworthiness and credit support requirements in this Section. Upon Transporter providing Shipper or Guarantor with such a request setting forth Transporter's basis for determining that Shipper or Guarantor, as applicable, is not creditworthy, Shipper or Guarantor shall have a period of ten (10) business days to make such demonstration or to furnish acceptable credit support in accordance with Section 16.2.1 of this Agreement.
- 16.2.3 At any time, if Shipper becomes creditworthy after providing credit support to Transporter pursuant to Section 16.2.1, then (i) Shipper shall be immediately relieved of any further credit maintenance as provided for in Section 16.2.1 for so long as Shipper is creditworthy, and (ii) Transporter shall within ten (10) business days return the credit support being held by Transporter prior thereto. The credit assurance provided to Transporter in this Section 16.2.1 shall continue in effect until either (i) the execution of a credit agreement to replace this provision, or (ii) the end of the Primary Term and full payment of all outstanding balances and charges, and resolution of any asserted claims with respect thereto has been made by Shipper.
- 16.2.4 If Shipper does not remedy its failure to demonstrate or furnish acceptable credit assurance as required by this Section 16 within ten (10) business days of receipt of written notice of such failure from Transporter, Transporter shall, in addition to any other remedies available to Transporter, have the right to terminate this Agreement, the Negotiated Rate Agreement, and any other related agreements contemplated by this Agreement.

Service Package No: 326297-FTATGP
Amendment No: 0.

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

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

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

*ctp
Saw*

BY:

Zimberly H. Harts

Agent and Attorney-in-Fact

MITSUI & CO. CAMERON LNG SALES, INC.

BY:

K. Osumi

TITLE:

PRESIDENT

DATE:

1 / 17 / 2017

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

EXHIBIT A
AMENDMENT NO. 0
TO GAS TRANSPORTATION AGREEMENT
DATED MARCH 1, 2018
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
MITSUI & CO. CAMERON LNG SALES, INC.

Amendment Effective Date: 03/01/2018

Service Package: 326297-FTATGP

Service Package TQ: 300,000 Dth

Beginning Date	Ending Date	TQ
TRAIN 1 – 03/01/2018	08/31/2018	200,000
TRAIN 2 – 09/01/2018	12/31/2018	250,000
TRAIN 3 – 01/01/2019	12/31/2038	300,000

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
03/01/2018	08/31/2018	420829	ZONE 1 800 LEG POOL	TENNESSEE GAS PIPELINE	MADISON	LA	01	R	800	200,000
03/01/2018	08/31/2018	49446	BANKEN RD @ HWY 27 DEQUINCY	CAMERON INTERSTATE PIPELINE	CALCASIEU	LA	L	D	800	200,000
09/01/2018	12/31/2018	420829	ZONE 1 800 LEG POOL	TENNESSEE GAS PIPELINE	MADISON	LA	01	R	800	250,000
09/01/2018	12/31/2018	49446	BANKEN RD @ HWY 27 DEQUINCY	CAMERON INTERSTATE PIPELINE	CALCASIEU	LA	L	D	800	250,000
01/01/2019	12/31/2038	420829	ZONE 1 800 LEG POOL	TENNESSEE GAS PIPELINE	MADISON	LA	01	R	800	300,000
01/01/2019	12/31/2038	49446	BANKEN RD @ HWY 27 DEQUINCY	CAMERON INTERSTATE PIPELINE	CALCASIEU	LA	L	D	800	300,000

Total Receipt TQ: 300,000

Total Delivery TQ: 300,000

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 – Extension Rights

For purposes of this Agreement, Shipper shall have the following rights to extend the Primary Term:

Shipper shall have the right to extend the Primary Term of the Firm Agreement and TQ for a term of two (2) consecutive five (5) year periods at the option of the Shipper, provided that Shipper notifies Transporter of such extension request at least twelve (12) months prior to the expiration of the primary and/or extended term. The rate during the term of such extensions shall be the Fixed Negotiated Reservation Rate, plus the fixed negotiated Base Commodity Rate for Rate Schedule FT-A. In addition to the rates stated above, Shipper shall also pay applicable Fuel and Loss Retention Percentage ("F&LR"), Electric Power Cost Rate ("EPCR") and all applicable surcharges.

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

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

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

REVENUE REDUCTION OPTION PROVISIONS*

SERVICE PACKAGE:

OPTION PERIOD(S)

OPTION DESCRIPTION

OPTION CONSIDERATION

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

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

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

Exhibit A
 Amendment No: 0
 TO GAS TRANSPORTATION AGREEMENT
 DATED March 1, 2018
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.
 AND
 MITSUI & CO. CAMERON LNG SALES, INC.

Amendment effective Date: 03/01/2018

Service Package: 326297-FTATGP

Service Package TQ: 300,000 Dth

Beginning Date	Ending Date	TQ
TRAIN 1 - 03/01/2018	08/31/2018	200,000
TRAIN 2 - 09/01/2018	12/31/2018	250,000
TRAIN 3 - 01/01/2019	12/31/2038	300,000

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TO
03/01/2018	08/31/2018	420829	ZONE 1800 LEG POOL	TENNESSEE GAS PIPELINE	MADISON	LA	01	R	800	200,000
03/01/2018	08/31/2018	49446	BANKEN RD @ HWY 27 DEQUINCY	CAMERON INTERSTATE PIPELINE	CALCASIEU	LA	L	D	800	200,000
09/01/2018	12/31/2018	420829	ZONE 1 800 LEG POOL	TENNESSEE GAS PIPELINE	MADISON	LA	01	R	800	250,000
09/01/2018	12/31/2018	49446	BANKEN RD @ HWY 27 DEQUINCY	CAMERON INTERSTATE PIPELINE	CALCASIEU	LA	L	D	800	250,000
01/01/2019	12/31/2038	420829	ZONE 1800 LEG POOL	TENNESSEE GAS PIPELINE	MADISON	LA	01	R	800	300,000
01/01/2019	12/31/2038	49446	BANKEN RD @ HWY 27 DEQUINCY	CAMERON INTERSTATE PIPELINE	CALCASIEU	LA	L	D	800	300,000

Total Receipt TQ: 300,000

Total Delivery TQ: 300,000

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 - Extension Rights

For purposes of this Agreement, Shipper shall have the following rights to extend the Primary Term:

Shipper shall have the right to extend the Primary Term of the Firm Agreement and TQ for a term of two (2) consecutive five (5) year periods at the option of the Shipper, provided that Shipper notifies Transporter of such extension request at least twelve (12) months prior to the expiration of the primary and/or extended term. The rate during the term of such extensions shall be the Fixed Negotiated Reservation Rate, plus the fixed negotiated Base Commodity Rate for Rate Schedule FT-A. In addition to the rates stated above, Shipper shall also pay applicable Fuel and Loss Retention Percentage ("F&LR"), Electric Power Cost Rate ("EPCR") and all applicable surcharges.

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:	March 1, 2018
Tariff Record Title:	0.0.0, 4.30.2, Gas Trans Agmt – Negotiated Rate Agreement Mitsui Co. & Cameron LNG Sales, Inc. SP326297
Option Code:	A



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

January 13, 2017

Mitsui & Co. Cameron LNG Sales, Inc.
1300 Post Oak Blvd
Suite 1800
Houston, Texas 77056

Attention: Koji Amano, President and CEO

RE: Firm Transportation Negotiated Rate Agreement (“Negotiated Rate Agreement”)
Rate Schedule FT-A Service Package No. 326297-FTATGP (“Service Package”)
Open Season # 875

Dear Mr. Amano:

Tennessee Gas Pipeline Company, L.L.C. (“Transporter”) and Mitsui & Co. Cameron LNG Sales, Inc. (“Shipper”) entered into a Precedent Agreement, dated May 17, 2013 (“Precedent Agreement”), which will serve as Shipper’s binding bid in the binding open season conducted by Transporter for the Louisiana LNG Supply Project. As part of the Precedent Agreement, Shipper elected the negotiated rate option as offered by Transporter. In response to the request of Shipper and pursuant to Section 5.6 of Rate Schedule FT-A of Transporter’s FERC Gas Tariff, as may be revised from time to time (“Transporter’s Tariff”), 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 Service Package.

1. (a) Commencing on the earliest Commencement Date and continuing for the Primary Term and any Extended Term, the applicable Rate Schedule FT-A transportation reservation rates will be:
 - (i) For gas delivered by Transporter on behalf of Shipper from its Primary Receipt Point(s) and any secondary receipt point in the Shipper’s transportation path, as that term is defined in Transporter’s Tariff, to the Primary Delivery Point at Cameron Interstate Pipeline (PIN # 49446) and any secondary delivery point within the Shipper’s capacity path, as that term is defined in Transporter’s Tariff, under the above Service Package, a monthly Fixed Negotiated Reservation Rate of \$3.9542 per Dth.

- (ii) Unless mutually agreed otherwise, for volumes delivered outside of the Shipper's capacity path up to the Service Package TQ (1 x TQ) in Zone 1/L, the following reservation and commodity rates shall apply:
- (aa) if Cameron LNG, LLC ("Cameron LNG") or Cameron Interstate Pipeline, LLC ("CIP") declare a force majeure event and such event prevents Shipper from delivering gas under the above Service Package to the Cameron LNG Terminal for liquefaction and export, or Cameron LNG's export authorization is revoked or suspended such that the LNG may not be lawfully exported from the Cameron LNG Terminal, then Shipper may deliver to any Zone 1/L delivery meter outside of the capacity path at the fixed Negotiated Reservation Rate and Commodity rates in paragraphs 1(a)(i) and 1(b)(i) of this Negotiated Rate Agreement for the duration of such force majeure event.
- (bb) If Cameron LNG or CIP performs maintenance (planned or unplanned) that reduces flow at the Cameron LNG Terminal for liquefaction and export and Shipper is unable to deliver some portion of the Service Package TQ to Cameron LNG and/or CIP, then during the duration of such maintenance, Shipper may deliver to any Zone 1/L secondary delivery meter for that volume of the Service Package TQ impacted by such maintenance event and agrees to pay in addition to the Fixed Negotiated Reservation Rate, an incremental Daily Reservation rate of \$0.05/dth plus the fixed Negotiated Commodity Rate stated in 1(b)(i).
- (cc) For any other event at Cameron LNG or on CIP that prevents Shipper from delivering gas to the Cameron LNG Terminal for liquefaction and export, for that volume impacted by such event, Shipper agrees to pay in addition to the Fixed Negotiated Reservation Rate, an incremental Daily Reservation Rate of \$0.10/Dth for all volumes scheduled for that day plus the then effective Base Commodity Rate plus all applicable surcharges; provided, however, during the commissioning of each liquefaction train ("Train") at the Cameron LNG Terminal, if Cameron LNG does not stand ready to provide service at the Commercial Operations Date of March 1, 2018 for Train 1, September 1, 2018 for Train 2 or January 1, 2019 for Train 3, then Shipper may nominate up to the incremental TQ ramped for that Train of Shipper's Service Package to any secondary delivery meter in Zone 1/L at the fixed Negotiated Reservation Rate and Commodity Rate stated in 1(a)(i) and 1(b)(i) of this Negotiated Rate Agreement until such time that particular Train is in commercial operations and Shipper may begin nominating to the incremental

Service Package TQ to Cameron LNG for liquefaction production. For clarity, if Shipper's TQ increases from 200,000 Dth for Train 1 to 250,000 Dth when Train 2 is in service then only 50,000 Dth is eligible to nominate to secondary meters outside of the capacity path until such time that Train is in commercial operations.

- (iii) Unless mutually agreed to otherwise, total daily deliveries (defined as the sum of daily deliveries under this Service Package and daily deliveries under any capacity release agreement(s) associated with this Service Package), exclusive of Authorized Overrun, in excess of 100% of Shipper's TQ defined above will be subject to an Alternative Negotiated Daily Reservation Rate equal to the then effective Daily Base Reservation Rate specified in Transporter's Tariff on the day(s) scheduled for the entire Service Package TQ.
 - (iv) The monthly Fixed Negotiated Reservation Rate and the Alternative Negotiated Daily Reservation Rates stated above is exclusive of all applicable surcharges specified in Transporter's Tariff and inclusive of all Incidental Charges as referenced in Article VI of the Gas Transportation Agreement.
- (b) Commencing on the earliest Commencement Date and continuing for the Primary Term and any Extended Term, the applicable Rate Schedule FT-A transportation commodity rates will be:
- (i) A Fixed Negotiated Base Commodity Rate to the Primary Delivery Point at Cameron Interstate Pipeline (PIN 49446) of \$0.0081 from any Zone 1 receipt and \$0.0012 from any Zone L receipt. The fixed negotiated Base Commodity Rates specified herein are exclusive of ACA and all applicable surcharges specified in Transporter's Tariff.
 - (ii) For transportation to any secondary delivery point(s), Shipper shall pay the then-effective Maximum Commodity Rates specified in Transporter's Tariff.
2. In addition to the fixed negotiated rates above, Shipper shall pay any and all surcharges specified in Transporter's Tariff or any other FERC approved recovery mechanism, including, but not limited to, for the recovery of direct or indirect costs associated with or related to the payment of direct or indirect costs arising under laws enacted with respect to new limitations on, or direct or indirect costs imposed with respect to, the emission of greenhouse gas and/or carbon emissions and/or pipeline safety.

3. In addition, Shipper will provide to Transporter natural gas according to the applicable Fuel and Loss Retention ("F&LR") Percentage and pay the Electric Power Cost Rate ("EPCR") applicable to the Service Package and subject to change as provided in Transporter's Tariff.
4. 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 Fixed Negotiated Base Reservation Rate and Negotiated Base Commodity Rates specified above. Amendments outside of Shipper's capacity path will be at Transporter's sole discretion. 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 a result of such amendments.
5. Absent agreement between Transporter and replacement shipper, capacity temporarily released or assigned pursuant to Transporter's Tariff shall be charged Transporter's Base Commodity Rate under Rate Schedule FT-A as well as the applicable F&LR, EPCR and surcharges. In addition, for any given month, Transporter shall be permitted to retain and shall not be required to credit to Shipper any reservation charge revenue billed to replacement shipper(s) in excess of the Shipper's monthly reservation obligations based on the product of the Fixed Negotiated Base Reservation Rate by Shipper's effective TQ for that month specified in Section 1(a) above. For a release under 18 C.F.R. § 284.8(h) to an asset manager for use under an asset management arrangement with Shipper, Transporter will pass through any discounted or negotiated reservation and commodity rates and applicable F&LR, EPCR and surcharges. Any replacement shipper granted this discount or asset manager of Shipper's gas transportation agreement, shall be subject to all of the terms and conditions of the gas transportation agreement, this Negotiated Rate Agreement and Transporter's Tariff.
6. If Shipper fails to pay correctly invoiced 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 and/or assess from the date of such violation of this Negotiated Rate Agreement the applicable maximum reservation and commodity rates on all transactions occurring under the above Service Package for such month(s) in which Shipper failed to pay correctly invoiced amounts.
7. This Negotiated Rate Agreement shall be filed with and is subject to approval by the Federal Energy Regulatory Commission. If any terms of this Negotiated Rate Agreement are 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 to ensure that the original commercial intent of the parties is preserved. If the parties cannot achieve mutual agreement, Transporter reserves the right to immediately terminate this Negotiated Rate Agreement.

8. 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.

Sincerely,



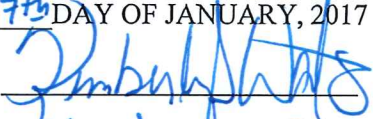
Stuart G. Neck
Director, Business Development
Tennessee Gas Pipeline Company, L.L.C

TENNESSEE GAS PIPELINE
COMPANY, L.L.C.

CTP

AGREED TO AND ACCEPTED
THIS 17th DAY OF JANUARY, 2017

By:



Name:

Kimberly S. Watson

Title:

President

MITSUI & CO. CAMERON LNG
SALES, INC.

AGREED TO AND ACCEPTED
THIS 17 DAY OF JANUARY, 2017

By:



Name:

KOJI AMANO

Title:

PRESIDENT

MARKED TARIFF SHEETS / RECORDS
Effective March 1, 2018

GENERAL TERMS AND CONDITIONS (continued)

XXXIV. NON-CONFORMING AGREEMENTS
(continued)

62. Connecticut Natural Gas Corp, FT-A Gas Transportation Agreement dated May 8, 2017 – Connecticut Expansion Project SP331570
63. The Southern Connecticut Gas Co., FT-A Gas Transmission Agreement dated May 8, 2017 – Connecticut Expansion Project SP331571
64. Yankee Gas Service Co., FT-A Gas Transmission Agreement dated May 8, 2017 – Connecticut Expansion Project SP331574
65. Mitsui & Co. Cameron LNG Sales, Inc. FT-A Gas Transmission Agreement dated January 17, 2017 – Southwest Louisiana Supply Project SP326297

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

THIS AGREEMENT is made and entered into as of the _____ day of _____, _____, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and _____, a _____, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

WHEREAS, Cameron LNG, LLC intends to construct three liquefaction trains at the existing Cameron LNG Terminal in Hackberry, Louisiana, for the purpose of exporting natural gas from the United States;

WHEREAS, Transporter has designed its Southwest Louisiana Supply Project (the "Project") to provide firm transportation service from various supply points located on Transporter's system to an interconnection with Cameron Interstate Pipeline, LLC, through which the gas will be transported to the Cameron LNG Terminal;

WHEREAS, Shipper, as successor in interest to MMGS Inc., and Transporter have entered into a Precedent Agreement dated May 17, 2013, and subsequent amendments (the "Precedent Agreement"), pursuant to which Transporter agreed to file an application with the Federal Energy Regulatory Commission ("FERC") for the necessary authorizations to (i) provide Shipper certain firm transportation services, and (ii) construct and operate the facilities necessary to provide such firm transportation service; and

WHEREAS, Transporter has now been authorized by the FERC order issued on December 15, 2016 in CP16- 12 to render the firm transportation service described herein, and to construct and operate the related facilities (collectively, the "Project Facilities").

~~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 _____ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of all the applicable facilities necessary to enable Transporter to provide service under the Agreement, or a commencement date and any related conditions, including notice requirements, as provided for in a precedent agreement or related agreement(s) between Transporter and Shipper]~~

ARTICLE II

TRANSPORTATION

~~2.1 Commencing upon the Commencement Date, TRANSPORTATION SERVICE -~~ 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.

~~2.2 COMMENCEMENT OF SERVICE~~

- ~~(a) (a) Upon completion of construction of any Project Facilities required to enable Transporter to render the transportation service described herein and after receipt and acceptance by Transporter of all FERC and other necessary authorizations, service for each~~

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

of the three tranches of capacity shall commence on the Commencement Date defined below.

- (b) The "Commencement Date" for each tranche of capacity under this Agreement shall be the earlier of: (x) the date stated in the notice that Cameron LNG is required to provide to Shipper under the terms of the Liquefaction and Regasification Tolling Agreement ("LRTA") that Cameron LNG will commence commercial operations; or (y) the Target Commercial Operations Date for each Train, which shall be March 1, 2018 for Train 1, September 1, 2018 for Train 2, and January 1, 2019 for Train 3.
- (c) If the Commencement Date for the applicable Train has occurred and TGP does not stand ready to provide service, the Commencement Date shall be the date that TGP stands ready to provide the firm transportation service.

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~~

~~Transporter shall construct, install, own and operate or otherwise acquire access to the facilities necessary facilities to render the service provided for in this Agreement for Transporter to receive and deliver the gas as contemplated herein for Shipper's account at the Point(s) of Receipt and the Point(s) of Delivery.~~

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

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

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - Commencing upon the 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 this 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

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

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 ~~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 [In the event that construction of facilities are required for Transporter to provide service under the Agreement and the precedent agreement or other related agreement between Transporter and Shipper contains credit support provisions related to service under the Agreement, the following language shall be included: Notwithstanding anything in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff to the contrary, and in lieu of the credit requirements set forth therein, the credit requirements applicable to this Agreement are set forth in [insert applicable section(s) of the precedent agreement and/or the related agreement and a description of such agreement(s)] and are incorporated herein by reference and made a part of this Agreement."]~~

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~~ the FERC Gas Tariff.

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

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

- 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 ~~by~~ on the Commencement Date for each train, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- ~~(b)~~ Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys' fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

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

ARTICLE XII

TERM

- 12.1 This Agreement shall be effective as of the ~~date hereof. Service hereunder shall commence on the~~ Commencement Date for Train 1, and shall ~~continue~~remain in force effect ~~until [when applicable, replace: "until" with "for a term of"]~~ ("Primary Term"), unless modified as per Exhibit "B". ~~Any rights to Shipper's extension of this Agreement after the Primary Term shall be set forth until the date twenty (20) years following the latest Commencement Date in Exhibit "A" heretoA ("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 Exhibit "A" does not specify Shipper's extension rights under the Agreement, andand the Primary Term is less than one year, then notice of termination may be provided via Transporter's interactive Website; provided futher, 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 ~~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.

Attention: _____

SHIPPER: _____

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

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

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

ARTICLE XIV

ASSIGNMENTS

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

ARTICLE XV

MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 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 Exhibits "A" and , ~~when applicable, Exhibit~~ "B" attached hereto are incorporated herein by reference and made a part hereof for all purposes.

~~15.6 [If applicable, include the following language: "This Agreement supersedes and cancels, as of the effective date hereof, the following agreements: _____."]]~~

~~15.7 [Include the following language in the event that construction of facilities are required for Transporter to provide service under the Agreement: "Other provisions of this Agreement notwithstanding, Transporter shall be under no obligation to commence service hereunder unless and until (i) Transporter has received and accepted, all the necessary regulatory approvals and permits to construct, install, own and operate or otherwise acquire access to all necessary facilities to provide service under the Agreement, in form and substance satisfactory to Transporter and (ii) all necessary facilities to provide service under the Agreement have been authorized, installed and are in operating condition, in Transporter's sole determination".]]~~

ARTICLE XVI

CREDITWORTHINESS

Notwithstanding anything in Article XXVI, Section 4 of Transporter's Tariff to the contrary, Shipper shall be required to comply with the following credit provisions:

- 16.1 In exchange for Transporter's execution of the Precedent Agreement dated May 17, 2013, and subsequent amendments, between Transporter and Shipper, as successor in interest to MMGS Inc. ("Precedent Agreement"), the Firm Agreement, the Negotiated Rate Agreement, and any other mutually-agreed related agreements, and as a condition precedent to Transporter's obligations pursuant to

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

such agreements. Shipper shall satisfy the following credit assurance provisions as of the effective date of this Agreement, and shall have a continuing obligation to satisfy such credit assurance provisions throughout the terms of this Agreement, the Negotiated Rate Agreement and any other mutually-agreed related agreements. If Shipper fails to establish itself as creditworthy and/or maintain the credit assurance described below thereafter during the term of this Agreement, Transporter shall have the right to terminate this Agreement upon thirty(30) days written notice.

16.2 Shipper will be deemed creditworthy if: (i) its long-term unsecured debt securities are rated at least BBB by Standard and Poor's Corporation ("S&P") and at least Baa2 by Moody's Investor Service ("Moody's"), in either case Shipper may not be on watch for a possible downgrade to a level below BBB and Baa2, and in the event of a split rating the lower rating applies; and (ii) the sum of reservation fees, commodity fees and any other associated fees and charges for the contract term is less than 15% of Shipper's tangible net worth. For the purposes of this Section 16.2, the term "tangible net worth" shall mean for a corporation the sum of the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts less goodwill, patents, unamortized loan costs or restructuring costs, and other intangible assets. Only actual tangible assets are included in Transporter's assessment of creditworthiness. In comparing the overall value of a Shipper's contract to tangible net worth for credit evaluation purposes, Transporter will compare the net present value of demand or reservation charge obligations under such contracts to Shipper's current tangible net worth.

16.2.1 If Shipper does not demonstrate it meets the creditworthiness criteria in Section 16.2, Shipper shall provide and maintain for the term of this Agreement and the Negotiated Rate Agreement either (i) an irrevocable, unconditional guaranty in form and substance acceptable to Transporter as set forth in Exhibit D of the Precedent Agreement issued by a guarantor who satisfies the credit ratings standards in this Section 16.2 ("Guarantor"); (ii) a cash security deposit; or (iii) an irrevocable letter of credit in form and substance acceptable to Transporter as set forth in Exhibit E of the Precedent Agreement from a financial institution with a senior unsecured long-term debt rating of A- or better by Standard & Poor's Rating Service and A3 or better by Moody's Investor Services.

aa. For purpose of this Section 16.2.1, throughout the Primary Term of the Agreement, the amount required on any credit support, guaranty, and/or letter of credit shall be (i) twenty four (24) months' worth of reservation charges for the first ten (10) years after the Commencement Date for Train 1 and one year's worth of reservation charges under this Agreement (including the Negotiated Rate Agreement) thereafter for the remaining term of this Agreement.

16.2.2 Transporter shall have the right to require that Shipper or its Guarantor demonstrate its continuing satisfaction of creditworthiness and credit support requirements in this Section. Upon Transporter providing Shipper or Guarantor with such a request setting forth Transporter's basis for determining that Shipper or Guarantor, as applicable, is not creditworthy, Shipper or Guarantor shall have a period of ten (10) business days to make such demonstration or to furnish acceptable credit support in accordance with Section 16.2.1 of this Agreement.

16.2.3 At any time, if Shipper becomes creditworthy after providing credit support to Transporter pursuant to Section 16.2.1, then (i) Shipper shall be immediately relieved of any further credit maintenance as provided for in Section 16.2.1 for so long as Shipper is creditworthy, and (ii) Transporter shall within ten (10) business days return the credit support being held by Transporter prior thereto. The credit assurance provided to Transporter in this Section 16.2.1 shall continue in effect until either (i) the execution of a credit agreement to replace this provision, or (ii) the end of the Primary Term and full payment of all outstanding balances and charges, and resolution of any asserted claims with respect thereto has been made by Shipper.

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

- 16.2.4 If Shipper does not remedy its failure to demonstrate or furnish acceptable credit assurance as required by this Section 16 within ten (10) business days of receipt of written notice of such failure from Transporter, Transporter shall, in addition to any other remedies available to Transporter, have the right to terminate this Agreement, the Negotiated Rate Agreement, and any other related agreements contemplated by this Agreement.

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

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

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

SHIPPER

BY: _____
Agent and Attorney-in-Fact

TITLE: _____

DATE: _____

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

EXHIBIT A
AMENDMENT NO. _____
TO GAS TRANSPORTATION AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

Amendment Effective Date: _____

Service Package: _____

Service Package TQ: _____ Dth

Beginning Date	Ending Date	TQ

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
----------------	-------------	-------	------------	-------------------------	--------	----	------	-----	-----	----------

Total Receipt TQ: _____

Total Delivery TQ: _____

Number of Receipt Points: _____

Number of Delivery Points: _____

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

Contractual ROFR - Extension Rights

For purposes of this Agreement, Shipper shall have the following rights to extend the Primary Term:

Shipper shall have the right to extend the Primary Term of the Firm Agreement and TQ for a term of two (2) consecutive five (5) year periods at the option of the Shipper, provided that Shipper notifies Transporter of such extension request at least twelve (12) months prior to the expiration of the primary and/or extended term. The rate during the term of such extensions shall be the Fixed Negotiated Reservation Rate, plus the fixed negotiated Base Commodity Rate for Rate Schedule FT-A. In addition to the rates stated above, Shipper shall also pay applicable Fuel and Loss Retention Percentage ("F&LR"), Electric Power Cost Rate ("EPCR") and all applicable surcharges.

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

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

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

REVENUE REDUCTION OPTION PROVISIONS*

SERVICE PACKAGE:

OPTION PERIOD(S)

OPTION DESCRIPTION

OPTION CONSIDERATION

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

* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE STANDARD OF THE GENERAL TERMS AND CONDITIONS OF TRANSPORTER'S FERC GAS TARIFF.

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 - 2.11.2 Negotiated Rate Agreement
- 2.12 Gas Transportation Agreement – Centerpoint Entex SP45306
 - 2.12.1 Exhibit A
 - 2.12.2 Negotiated Rate Agreement

2.13 through 2.20 Reserved for Future Use

2.21 Gas Transportation Agreement – Freepoint Commodities, LLC SP309044

2.21.1 Exhibit A

2.21.2 Negotiated Rate Agreement

2.22 through 2.34 Reserved for Future Use

Section 3 Non-Conforming Agreements

3.1 Gas Transportation Agreement – MGI SUPPLY, LTD SP101510

3.1.1 Exhibit A

3.2 Gas Transportation Agreement – MGI SUPPLY, LTD SP108696

3.2.1 Exhibit A

3.3 Gas Transportation Agreement – Southwestern Energy Services Company SP103269 -
MPP Project

3.3.1 Exhibit A

3.3.2 Discounted Rate Agreement

3.4 Amended and Restated Gas Transportation Agreement – Chesapeake Energy Marketing, L.L.C.
SP103034 - MPP Project

3.4.1 Exhibit A - Revised

3.4.2 Discounted Rate Agreement

3.4.3 Assignment, Assumption, and Consent Agreement

3.4.4 Letter to Amend Agmt – Revised Exhibit A

3.4.5 Chesapeake Name Change-Certificate of Conversion

3.5 Gas Transportation Agreement – Total Gas & Power North America, Inc. SP106376 -
MPP Project

3.5.1 Exhibit A

3.5.2 Discounted Rate Agreement

3.5.3 Assignment, Assumption, and Consent Agreement

3.6 Gas Transportation Agreement – MEX Gas Supply, S.L. SP307989

3.6.1 Exhibit A

3.7 Gas Transportation Agreement – Cameron LNG L.L.C. SP307320

3.7.1 Exhibit A

Section 4 Negotiated Rate Agreements and Non-Conforming Agreements

4.1 Gas Transportation Agreement – EQT Energy LLC SP77253

4.1.1 Exhibit A

4.1.2 Negotiated Rate Letter

4.1.3 Credit Agreement

4.2 Reserved for Future Use

4.2.1 Reserved for Future Use

4.2.2 Reserved for Future Use

4.3 Gas Transportation Agreement – Exelon Generation Company LLC SP324055

4.3.1 Exhibit A

4.3.2 Negotiated Rate Agreement

4.3.3 First Amendment to Negotiated Rate Agreement

4.4 Gas Transportation Agreement – Cabot Oil & Gas Corporation SP96245 – NSD Project

4.4.1 Exhibit A

4.4.2 Negotiated Rate Letter

- 4.5 Gas Transportation Agreement – Mitsui & Co. Energy Marketing & Services (USA) SP97127 – NSD Project
 - 4.5.1 Exhibit A - Amended
 - 4.5.2 Negotiated Rate Letter
- 4.6 Gas Transportation Agreement – Mex Gas Supply, S.L. SP321801
 - 4.6.1 Exhibit A
 - 4.6.2 Negotiated Rate Agreement
- 4.7 Gas Transportation Agreement – Seneca Resources Corporation SP 97126 – NSD Project
 - 4.7.1 Exhibit A - Amended
 - 4.7.2 Negotiated Rate Agreement
 - 4.7.3 First Amendment to Negotiated Rate Agreement
- 4.8 Gas Transportation Agreement – Bay State Gas Company SP 98775 – Northampton Expansion Project
 - 4.8.1 Exhibit A
 - 4.8.2 Negotiated Rate Letter
- 4.9 Gas Transportation Agreement – The Berkshire Gas Company SP 98774 – Northampton Expansion Project
 - 4.9.1 Exhibit A
 - 4.9.2 Negotiated Rate Letter
- 4.10 Gas Transportation Agreement – South Jersey Resources Group LLC SP 102574 – Rose Lake Expansion Project
 - 4.10.1 Exhibit A
 - 4.10.2 Negotiated Rate Letter
- 4.11 Gas Transportation Agreement – Chesapeake Energy Marketing, L.L.C. SP101781 – Northeast Upgrade Project
 - 4.11.1 Exhibit A - Amended
 - 4.11.2 Negotiated Rate Letter
 - 4.11.3 Amendment No. 1 to Negotiated Rate Agreement
 - 4.11.4 Chesapeake Name Change-Certificate of Conversion
- 4.12 Gas Transportation Agreement – Statoil Natural Gas LLC SP101733 – Northeast Upgrade Project
 - 4.12.1 Exhibit A - Amended
 - 4.12.2 Negotiated Rate Letter
- 4.13 Gas Transportation Agreement – MEX Gas Supply, S.L. SP301591
 - 4.13.1 Exhibit A
 - 4.13.2 Negotiated Rate Letter
- 4.14 Gas Transportation Agreement – Cabot Oil & Gas Corp. SP93924
 - 4.14.1 Exhibit A
 - 4.14.2 Negotiated Rate Letter
- 4.15 Gas Transportation Agreement – Southwestern Energy Services Co. SP92985
 - 4.15.1 Exhibit A
 - 4.15.2 Negotiated Rate Letter
- 4.16 Gas Transportation Agreement – UGI Penn Natural Gas, Inc. SP301692 – Uniondale Expansion Project
 - 4.16.1 Exhibit A
 - 4.16.2 Negotiated Rate Letter
- 4.17 Gas Transportation Agreement – South Jersey Resources Group, LLC SP100754- Rose Lake Expansion Project
 - 4.17.1 Exhibit A
 - 4.17.2 Negotiated Rate Agreement
- 4.18 Gas Transportation Agreement – Statoil Natural Gas LLC SP100755 – Rose Lake Expansion Project

- 4.18.1 Exhibit A
- 4.18.2 Negotiated Rate Agreement
- 4.19 Gas Transportation Agreement – Seneca Resources Corporation SP315568 – Niagara Expansion Project
 - 4.19.1 Exhibit A
 - 4.19.2 Negotiated Rate Agreement
 - 4.19.3 Gas Trans Agmt-Amendment No. 1
- 4.20 Gas Transportation Agreement – Seneca Resources Corporation SP315567 – Niagara Expansion Project
 - 4.20.1 Exhibit A
 - 4.20.2 Negotiated Rate Agreement
- 4.21 Gas Transportation Agreement – Antero Resources Corporation SP315616 – Broad Run Flexibility Project
 - 4.21.1 Exhibit A
 - 4.21.2 Negotiated Rate Agreement
 - 4.21.3 Letter Agreement to Amend Negotiated Rate Agreement
 - 4.21.4 Amendment to Gas Transportation Agreement and Negotiated Rate Agreement
- 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 – Statoil Natural Gas LLC SP330762 – Susquehanna West Project
 - 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 SP331527 – Orion Project
 - 4.27.1 Exhibit A
 - 4.27.2 Negotiated Rate Agreement
- 4.28 Gas Transportation Agreement – South Jersey Gas Co SP331529 – Orion Project
 - 4.28.1 Exhibit A
 - 4.28.2 Negotiated Rate Agreement
- 4.29 Gas Transportation Agreement – South Jersey Resources Group LLC, SP331528 – Orion Project
 - 4.29.1 Exhibit A
 - 4.29.2 Negotiated Rate Agreement
- 4.30 Gas Transportation Agreement – Mitsui & Co. Cameron LNG Sales, Inc. SP326297 – Southwest Louisiana Supply Project
 - 4.30.1 Exhibit A
 - 4.30.2 Negotiated Rate Agreement

Section 5	Statement of Rates
5.1	Summary of Transportation Rates and Charges
Section 6	Gas Transportation Agreement
6.1	Gas Transportation Agreement Between Tennessee and Conoco Rate Schedule T-154
Section 7	Gas Compression Agreement
7.1	Compression Agreement Between Tennessee and Natural/United Sea Robin/Trunkline Rate Schedule C-1
Section 8	Exchange Service Agreements
8.1	X-23 Tennessee and Algonquin Gas Transmission
8.2	X-48 Tennessee and Consolidated Gas Supply
8.3	X-65 Tennessee and Algonquin Gas Transmission - Cancelled

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

Exhibit A
Amendment No: 0
TO GAS TRANSPORTATION AGREEMENT
DATED March 1, 2018
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
MITSUI & CO. CAMERON LNG SALES, INC.

Amendment effective Date: 03/01/2018

Service Package: 326297-FTATGP

Service Package TQ: 300,000 Dth

<u>Beginning Date</u>	<u>Ending Date</u>	<u>TQ</u>
<u>TRAIN 1 - 03/01/2018</u>	<u>08/31/2018</u>	<u>200,000</u>
<u>TRAIN 2 - 09/01/2018</u>	<u>12/31/2018</u>	<u>250,000</u>
<u>TRAIN 3 - 01/01/2019</u>	<u>12/31/2038</u>	<u>300,000</u>

<u>BEGINNING DATE</u>	<u>ENDING DATE</u>	<u>METER</u>	<u>METER NAME</u>	<u>INTERCONNECT PARTY NAME</u>	<u>COUNTY</u>	<u>ST</u>	<u>ZONE</u>	<u>R/D</u>	<u>LEG</u>	<u>METER-TO</u>
<u>03/01/2018</u>	<u>08/31/2018</u>	<u>420829</u>	<u>ZONE 1800 LEG POOL</u>	<u>TENNESSEE GAS PIPELINE</u>	<u>MADISON</u>	<u>LA</u>	<u>01</u>	<u>R</u>	<u>800</u>	<u>200,000</u>
<u>03/01/2018</u>	<u>08/31/2018</u>	<u>49446</u>	<u>BANKEN RD @ HWY 27 DEQUINCY</u>	<u>CAMERON INTERSTATE PIPELINE</u>	<u>CALCASIEU</u>	<u>LA</u>	<u>L</u>	<u>D</u>	<u>800</u>	<u>200,000</u>
<u>09/01/2018</u>	<u>12/31/2018</u>	<u>420829</u>	<u>ZONE 1 800 LEG POOL</u>	<u>TENNESSEE GAS PIPELINE</u>	<u>MADISON</u>	<u>LA</u>	<u>01</u>	<u>R</u>	<u>800</u>	<u>250,000</u>
<u>09/01/2018</u>	<u>12/31/2018</u>	<u>49446</u>	<u>BANKEN RD @ HWY 27 DEQUINCY</u>	<u>CAMERON INTERSTATE PIPELINE</u>	<u>CALCASIEU</u>	<u>LA</u>	<u>L</u>	<u>D</u>	<u>800</u>	<u>250,000</u>
<u>01/01/2019</u>	<u>12/31/2038</u>	<u>420829</u>	<u>ZONE 1800 LEG POOL</u>	<u>TENNESSEE GAS PIPELINE</u>	<u>MADISON</u>	<u>LA</u>	<u>01</u>	<u>R</u>	<u>800</u>	<u>300,000</u>
<u>01/01/2019</u>	<u>12/31/2038</u>	<u>49446</u>	<u>BANKEN RD @ HWY 27 DEQUINCY</u>	<u>CAMERON INTERSTATE PIPELINE</u>	<u>CALCASIEU</u>	<u>LA</u>	<u>L</u>	<u>D</u>	<u>800</u>	<u>300,000</u>

Total Receipt TQ: 300,000

Total Delivery TQ: 300,000

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 - Extension Rights

For purposes of this Agreement, Shipper shall have the following rights to extend the Primary Term:

Shipper shall have the right to extend the Primary Term of the Firm Agreement and TQ for a term of two (2) consecutive five (5) year periods at the option of the Shipper, provided that Shipper notifies Transporter of such extension request at least twelve (12) months prior to the expiration of the primary and/or extended term. The rate during the term of such extensions shall be the Fixed Negotiated Reservation Rate, plus the fixed negotiated Base Commodity Rate for Rate Schedule FT-A. In addition to the rates stated above, Shipper shall also pay applicable Fuel and Loss Retention Percentage ("F&LR"), Electric Power Cost Rate ("EPCR") and all applicable surcharges.

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