



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

March 21, 2018

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

Re: Tennessee Gas Pipeline Company, L.L.C.  
Negotiated Rate Agreement  
Service Package No. 100239  
Docket No. RP18-\_\_\_\_\_-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Regulations of the Federal Energy Regulatory Commission (“Commission”), 18 C.F.R. Part 154, Tennessee Gas Pipeline Company, L.L.C. (“Tennessee”), hereby tenders for filing the following agreements between Tennessee and the shipper listed below, which such agreements contains negotiated rates:

- (1) Sequent Energy Management, L.P. (“**Sequent**”) (Service Package No. 100239)
  - (a) Amendment No. 4 to Gas Transportation Agreement, dated June 1, 2012; and
  - (a) Negotiated Rate Agreement, (“NRA”) dated February 27, 2018.

The amended Gas Transportation Agreement and the NRA with Sequent listed above may be referred to herein as the “Sequent Agreements.” Tennessee submits the Sequent Agreements for inclusion in its First Revised Volume No. 2 (“Volume No. 2”) of Tennessee’s FERC Gas Tariff (“Tariff”), and also proposes to include a reference to the Sequent Agreements in the revised Table of Contents for Volume No. 2. The proposed Tariff records are listed on Appendix A.

Tennessee respectfully requests that the Commission accept and approve the Sequent NRA and the proposed Tariff records effective on April 1, 2018.

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

On August 30, 1996, in Docket No. RP96-312-000, the Commission approved, subject to conditions, Tennessee’s July 16, 1996 tariff filing authorizing Tennessee to charge negotiated

rates for its transportation and storage services.<sup>1</sup> Tennessee made its negotiated rate filing pursuant to the Commission's *Policy Statement*, which the Commission issued on January 31, 1996, and modified on July 25, 2003.<sup>2</sup> Both the *Policy Statement* and the orders approving Tennessee's negotiated rate option require Tennessee, when implementing a negotiated rate contract, to file either the contract or tariff sheets identifying and describing the transaction.<sup>3</sup> The Commission has stated that pipelines' negotiated rate filings must disclose all consideration linked to the agreement.<sup>4</sup> As to the disclosure of consideration, the Commission stated, "in any pipeline filing of a negotiated rate agreement, any other agreement, understanding, negotiation or consideration linked to the agreement must be disclosed in the pipeline's filing."<sup>5</sup>

Tennessee and Sequent have entered into the Sequent NRA as part of a recently agreed to extension of the Gas Transportation Agreement in Service Package 100239, in accordance with Article V, Section 4.3 of the General Terms and Conditions of the Tariff. With this filing Tennessee seeks approval of the Sequent NRA. Tennessee submits for filing with the Commission the referenced Sequent Agreements, which reflect: (1) Sequent's exact legal name; (2) the total charges (rate and applicable surcharges) for the transportation service to be provided; (3) Sequent's primary receipt and delivery points; (4) the volumes of gas to be transported for Sequent; and (5) the applicable rate schedule for the transportation service to be provided.

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

### **Materials Enclosed**

In accordance with the applicable provisions of Part 154 of the Commission's regulations, Tennessee provides an eTariff .xml filing package containing:

- (1) A transmittal letter in PDF format, Appendix A attached;

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<sup>1</sup> *Tennessee Gas Pipeline Co.*, 76 FERC ¶ 61,224, *order on reh'g*, 77 FERC ¶ 61,215 (1996).

<sup>2</sup> Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines, 74 FERC ¶ 61,076 (1996); Natural Gas Pipeline Negotiated Rate Policies and Practices, 104 FERC ¶ 61,134 (2003) ("*Policy Statement*").

<sup>3</sup> *Tennessee Gas Pipeline Co.*, 77 FERC at 61,877; *Policy Statement*, 74 FERC at 61,241.

<sup>4</sup> *Columbia Gulf Transmission Co.*, 85 FERC ¶ 61,373 (1998).

<sup>5</sup> *Id.* at 62,424.

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

### **Service and Correspondence**

The undersigned certifies that a copy of this filing has been served electronically pursuant to 18 C.F.R. § 154.208 on Tennessee's customers and affected state regulatory commissions. A paper copy of this filing may only be served if a customer has been granted waiver of electronic service pursuant to 18 C.F.R. Part 390 of the Commission's regulations. In addition, an electronic copy of this filing is available for public inspection during regular business hours in Tennessee's office at 1001 Louisiana Street, Houston, Texas 77002.

Pursuant to 18 C.F.R. § 385.2005 and § 385.2011(c)(5) of the Commission's regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best knowledge and belief of the undersigned.

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

\*Todd Piczak  
Assistant General Counsel  
Tennessee Gas Pipeline Company, L.L.C.  
1001 Louisiana Street, Suite 1000  
Houston, Texas 77002  
(713) 420-3822  
Todd\_Piczak@kindermorgan.com

\* Carlos Oblitas  
Director, Rates and Regulatory Affairs  
Tennessee Gas Pipeline Company, L.L.C.  
1001 Louisiana Street, Suite 1000  
Houston, TX 77002  
(713) 420-3297  
Carlos\_Oblitas@kindermorgan.com

(\*Persons designated for service in accordance with Rule 2010 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.2010.)

### **Effective Date and Waiver Request**

Tennessee respectfully requests all waivers that may be necessary, including waiver of the 30-day notice period pursuant to Section 154.207 of the Commission's regulations<sup>6</sup>, for the

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<sup>6</sup> The Commission has routinely waived the 30-day notice period for negotiated rate filings. See *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,076, at 61,241; see also, *Alliance Pipeline L.P.*, 132 FERC ¶ 61,010, at P 10 (2010); *Texas Eastern Transmission, LP*, 130 FERC ¶ 61,189, at n.20 (2010).

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Commission to accept the Sequent Agreements and the related Tariff records listed in Appendix A to become effective on April 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 at 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.**

/s/ Carlos Oblitas

Carlos J. Oblitas  
Director, Rates and Regulatory Affairs

Enclosures

## APPENDIX A

### Tennessee Gas Pipeline Company, L.L.C.

#### Negotiated Rate Agreements Filing

Issued: March 21, 2018

Effective: April 1, 2018

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

Description	Title	Version
1. Table of Contents	Table of Contents	52.0.0
2.1 Gas Trans Agmt	Sequent Energy Management, L.P. SP100239	4.0.0
2.1.1 Gas Trans Agmt	Exhibit A	5.0.0
2.1.2 Gas Trans Agmt	Negotiated Rate Agreement	4.0.0

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

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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:	April 1, 2018
Tariff Record Title:	4.0.0, 2.1 Gas Trans Agmt, Sequent Energy Management, L.P. SP100239
Option Code:	A

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

THIS AGREEMENT is made and entered into as of the 1 day of June, 2012, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware Corporation, hereinafter referred to as "Transporter" and SEQUENT ENERGY MANAGEMENT, L.P., a GEORGIA Corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during the term hereof, as specified on Exhibit A attached hereto. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit A attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit A attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

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

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

deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

6.1 TRANSPORTATION RATES - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, Extended Receipt and Delivery Service Volumes or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.

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

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

adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

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

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

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

ARTICLE IX

REGULATION

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

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

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

ARTICLE XI

WARRANTIES

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

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

as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

- (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.

- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- 12.1 This contract shall be effective as of 1 June, 2012 and shall remain in force and effect, unless modified as per Exhibit B, until 31 October, 2015 ('Primary Term') and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is less than one year, then notice of termination may be provided via PASSKEY; provided further, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

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

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



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

Houston, Texas 77252-2511

Attention: Director, Transportation Control

SHIPPER  
NOTICES: SEQUENT ENERGY MANAGEMENT, L.P.  
2 ALLEN CENTER  
1200 SMITH STREET, SUITE 900  
HOUSTON, TX, USA-77002

Attention: JOHN X TURNBO

BILLING: SEQUENT ENERGY MANAGEMENT, L.P.  
2 ALLEN CENTER  
1200 SMITH STREET, SUITE 900  
HOUSTON, TX, USA-77002

Attention: TRAM NGUYEN

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 of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

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

TENNESSEE GAS PIPELINE COMPANY, L.L.C. BY: \_\_\_\_\_  
Agent and Attorney-in-Fact

SEQUENT ENERGY MANAGEMENT, L.P. BY: \_\_\_\_

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

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

GAS TRANSPORTATION AGREEMENT  
 (For Use Under FT-A Rate Schedule)  
 EXHIBIT A  
 AMENDMENT NO. 4  
 TO GAS TRANSPORTATION AGREEMENT  
 DATED June 1, 2012  
 BETWEEN  
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.  
 AND  
 SEQUENT ENERGY MANAGEMENT, L.P.

Amendment Effective Date: Apr 1, 2018

Service Package: 100239-FTATGP

Service Package TQ: 94745 Dth

BEGINNING DATE	ENDING DATE	TQ
04/01/2018	10/31/2018	94745
11/01/2018	09/30/2020	99534
10/01/2020	10/31/2020	114594

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
04/01/2018	10/31/2020	405345	POOLING PT-100 LEG-ZN 0-SOUTH	TENNESSEE GAS PIPELINE	WHARTON	TX	0	R	100	45000
04/01/2018	10/31/2020	420285	AGT/TGP MENDON MASS TIE OVER WORCHE	ALGONQUIN GAS TRNSM.	WORCHESTER	MA	6	D	200	45000
04/01/2018	10/31/2018	420826	POOLING PT-100 LEG-ZN 0-NORTH	TENNESSEE GAS PIPELINE	NATCHITOCHE	LA	0	R	100	49745
04/01/2018	10/31/2018	420867	POOLING PT - 200 LEG - ZONE 4	TENNESSEE GAS PIPELINE	NATCHITOCHE	LA	4	D	200	49745
11/01/2018	09/30/2020	420826	POOLING PT-100 LEG-ZN 0-NORTH	TENNESSEE GAS PIPELINE	NATCHITOCHE	LA	0	R	100	54534

11/01/2018	09/30/2020	420867	POOLING PT - 200 LEG - ZONE 4	TENNESSEE GAS PIPELINE	MERCER	PA	4	D	200	54534
10/01/2020	10/31/2020	420826	POOLING PT-100 LEG- ZN 0-NORTH	TENNESSEE GAS PIPELINE	MERCER	PA	0	R	100	69594
10/01/2020	10/31/2020	420867	POOLING PT - 200 LEG - ZONE 4	TENNESSEE GAS PIPELINE	MERCER	PA	4	D	200	69594

Total Receipt TQ  
Total Delivery TQ

Number of Receipt Points: 2  
Number of Delivery Points: 2

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:

Upon written notice to Transporter by April 30, 2020, Shipper shall have the right to extend the term of this agreement through October 31, 2021, with the same effective terms and conditions existing as of the termination date of the primary term of this agreement, including pricing.

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:	April 1, 2018
Tariff Record Title:	4.0.0, 2.1.2 Gas Trans Agmt, Negotiated Rate Agreement Sequent Enegy Management, L.P. SP100239
Option Code:	A

Date: **3/6/2018**

**JOHN X TURNBO**

SEQUENT ENERGY MANAGEMENT, L.P.  
2 ALLEN CENTER  
1200 SMITH STREET, SUITE 900 HOUSTON TX USA  
77002

RE: Amendment No. 4 to  
Gas Transportation Agreement  
Dated June 1, 2012  
Service Package No. 100239-FTATGP

Dear JOHN X TURNBO:

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

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

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

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

Best regards,

Lindsay Sanford  
Sr. Account Representative  
Transportation Services

Date: **3/6/2018**

SEQUENT ENERGY MANAGEMENT, L.P.  
Date: 3/6/2018  
Page 2  
Contract number: 100239-FTATGP  
Amendment number: 4  
Amendment effective date: Apr 1, 2018

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

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

SEQUENT ENERGY MANAGEMENT, L.P.

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

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

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

## NEGOTIATED RATE AGREEMENT

February 27, 2018

Sequent Energy Management, L.P.

Two Allen Center

1200 Smith Street, Suite 900

Houston, TX 77002

RE: Negotiated Rate Agreement

Rate Schedule FT-A Service Package No. 100239

Dear Kristin:

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

1. For the period commencing April 1, 2018, and extending through October 31, 2018, for gas (i) received from Shipper's Primary Receipt Point(s) or from any secondary receipt point(s) in Zones 0, 1/L, 2, 4, 5, and 6; and (ii) delivered to Shipper's Primary Delivery Point(s) or to any secondary delivery point(s) in Zones 0, 1/L, 2, 4, 5, and 6, the applicable Rate Schedule FT-A transportation rates for service provided under the Service Package will be:
  - a. A fixed Negotiated Reservation Rate equal to \$20.1620 per Dth per month.
  - b. For gas received from and delivered to any point in Zones 0, L/1, 2, and 4, a Negotiated Commodity Rate equal to Tennessee's applicable Minimum Commodity Rate per Dth for transportation services under Rate Schedule FT-A.
  - c. For gas received from or delivered to any point in Zones 5 and 6, a Negotiated Commodity Rate equal to Tennessee's applicable Maximum Commodity rate per Dth for transportation services under Rate Schedule FT-A.
2. For the period commencing November 1, 2018, and extending through September 30, 2020, for gas (i) received from Shipper's Primary Receipt Point(s) or from any secondary receipt point(s) in Zones 0, 1/L, 2, 4, 5, and 6; and (ii) delivered to Shipper's Primary Delivery Point(s) or to any secondary delivery point(s) in Zones 0, 1/L, 2, 4, 5, and 6, the applicable Rate Schedule FT-A transportation rates for service provided under the Service Package will be:
  - a. A fixed Negotiated Reservation Rate equal to \$20.0300 per Dth per month.
  - b. A Negotiated Commodity Rate equal to Tennessee's applicable Minimum Commodity Rate per Dth for transportation services under Rate Schedule FT-A
3. For the period commencing October 1, 2020, and extending through the primary term or any extended term, for gas (i) received from Shipper's Primary Receipt Point(s) or from any secondary receipt point(s) in Zones 0, 1/L, 2, 4, 5, and 6; and (ii) delivered to Shipper's Primary Delivery Point(s) or to any secondary delivery point(s) in Zones 0, 1/L, 2, 4, 5, and 6, the applicable Rate Schedule FT-A transportation rates for service provided under the Service Package will be:
  - a. A fixed Negotiated Reservation Rate equal to \$19.6866 per Dth per month.



- b. A Negotiated Commodity Rate equal to Tennessee's applicable Minimum Commodity Rate per Dth for transportation services under Rate Schedule FT-A
4. In addition to the negotiated rates set forth above in Sections 1, 2, and 3, Shipper shall pay:
- a. Any and all surcharges specified in Tennessee's Tariff, as such surcharges may be modified from time to time; and
- b. Any new surcharges which may be added to Tennessee's Tariff in the future pursuant to any FERC-approved surcharge or cost recovery mechanism of general applicability implemented in a generic proceeding or in a Tennessee-specific proceeding. Shipper shall pay all surcharges and other recovery mechanism described in Sections 4(a) and 4(b) above without regard to whether any such surcharge or recovery mechanism is a reservation, commodity, or other surcharge or any other recovery mechanism for the recovery of direct or indirect costs.
5. In addition, Shipper will provide to Tennessee natural gas according to the applicable general system Fuel and Loss Retention Percentage ("F&LR") and Electric Power Cost Rates ("EPCR") under Rate Schedule FT-A as set forth in Tennessee's Tariff.
6. In accordance with Section 4.7 of Tennessee's Rate Schedule FT-A, Shipper may elect from time to time to amend its Primary Receipt Point(s) from any current or future point located within Shipper's capacity path at the fixed negotiated reservation and commodity Rates specified above in Sections 1-3, respectively. Amendments outside of Shipper's capacity path will be subject to the mutual agreement of Tennessee and Shipper. All amendments are subject to Shipper's TQ and available mainline, lateral and meter capacity. In no event shall Tennessee be obligated to modify facilities, nor shall revenue to Tennessee be reduced as a result of such amendments.
7. In the event of a temporary capacity release from Shipper to a replacement shipper, the Negotiated Commodity Rate set forth in Section 1(b,c), 2(b), and 3(b) of this Agreement shall not automatically be passed through to the replacement shipper; instead the commodity rate to be paid by such replacement shipper shall be determined between Tennessee and such replacement shipper. For a release under 18 C.F.R. § 284.8(h) to an asset manager for use under an asset management arrangement with Shipper, Tennessee will pass through to such asset manager the Negotiated Commodity Rate set forth in Section 1(b,c), 2(b), and 3(b) of this Agreement. Any replacement shipper or asset manager of Shipper's gas transportation agreement shall be subject to all of the terms and conditions of the gas transportation agreement, this Negotiated Rate Agreement, and Tennessee's Tariff.
8. This Negotiated Rate Agreement shall be filed with and is subject to approval by the Federal Energy Regulatory Commission. If any terms of this Negotiated Rate Agreement are in any way modified by order, rulemaking, regulation, or policy of the Federal Energy Regulatory Commission, Tennessee and Shipper shall negotiate in good faith to amend this Negotiated Rate Agreement to ensure that the original commercial intent of the parties is preserved. If the parties cannot achieve mutual agreement, the Parties will proceed under the Negotiated Rate Agreement as modified by such order, rulemaking, regulation, or policy of the FERC; provided, however, that Tennessee shall be under no obligation to make any provision offered to Shipper generally available to all shippers on Tennessee's system.
9. This Negotiated Rate Agreement will become binding upon the parties only after it is accepted and executed by Shipper's and Tennessee's authorized representative on the below "Agreed to and Accepted" portion.

Sincerely,

Jason Connelly  
Director - Marketing and Asset Optimization  
Tennessee Gas Pipeline Company, L.L.C.

AGREED TO AND ACCEPTED  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AGREED TO AND ACCEPTED  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

SEQUENT ENERGY MANAGEMENT, L.P.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# **MARKED TARIFF SHEETS / RECORDS**

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2.1.1 Reserved for Future Use GAS TRANSPORTATION AGREEMENT  
(For Use Under FT-A Rate Schedule)  
EXHIBIT A  
AMENDMENT NO. 4  
TO GAS TRANSPORTATION AGREEMENT  
DATED June 1, 2012  
BETWEEN  
TENNESSEE GAS PIPELINE COMPANY, L.L.C.  
AND  
SEQUENT ENERGY MANAGEMENT, L.P.

Amendment Effective Date: Apr 1, 2018

Service Package: 100239-FTATGP

Service Package TQ: 94745 Dth

<u>BEGINNING DATE</u>	<u>ENDING DATE</u>	<u>TQ</u>
<u>04/01/2018</u>	<u>10/31/2018</u>	<u>94745</u>
<u>11/01/2018</u>	<u>09/30/2020</u>	<u>99534</u>
<u>10/01/2020</u>	<u>10/31/2020</u>	<u>114594</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-TQ</u>
<u>04/01/2018</u>	<u>10/31/2020</u>	<u>405345</u>	<u>POOLING PT-100 LEG-ZN 0-SOUTH</u>	<u>TENNESSEE GAS PIPELINE</u>	<u>WHARTON</u>	<u>TX</u>	<u>0</u>	<u>R</u>	<u>100</u>	<u>45000</u>
<u>04/01/2018</u>	<u>10/31/2020</u>	<u>420285</u>	<u>AGT/TGP MENDON MASS TIE OVER WORCHE</u>	<u>ALGONQUIN GAS TRNSM.</u>	<u>WORCHESTER</u>	<u>MA</u>	<u>6</u>	<u>D</u>	<u>200</u>	<u>45000</u>
<u>04/01/2018</u>	<u>10/31/2018</u>	<u>420826</u>	<u>POOLING PT-100 LEG-ZN 0-NORTH</u>	<u>TENNESSEE GAS PIPELINE</u>	<u>NATCHITOCHE</u>	<u>LA</u>	<u>0</u>	<u>R</u>	<u>100</u>	<u>49745</u>
<u>04/01/2018</u>	<u>10/31/2018</u>	<u>420867</u>	<u>POOLING PT - 200 LEG - ZONE 4</u>	<u>TENNESSEE GAS PIPELINE</u>	<u>NATCHITOCHE</u>	<u>LA</u>	<u>4</u>	<u>D</u>	<u>200</u>	<u>49745</u>
<u>11/01/2018</u>	<u>09/30/2020</u>	<u>420826</u>	<u>POOLING PT-100 LEG-ZN 0-NORTH</u>	<u>TENNESSEE GAS PIPELINE</u>	<u>NATCHITOCHE</u>	<u>LA</u>	<u>0</u>	<u>R</u>	<u>100</u>	<u>54534</u>
<u>11/01/2018</u>	<u>09/30/2020</u>	<u>420867</u>	<u>POOLING PT - 200 LEG - ZONE 4</u>	<u>TENNESSEE GAS PIPELINE</u>	<u>MERCER</u>	<u>PA</u>	<u>4</u>	<u>D</u>	<u>200</u>	<u>54534</u>
<u>10/01/2020</u>	<u>10/31/2020</u>	<u>420826</u>	<u>POOLING PT-100 LEG-ZN 0-NORTH</u>	<u>TENNESSEE GAS PIPELINE</u>	<u>MERCER</u>	<u>PA</u>	<u>0</u>	<u>R</u>	<u>100</u>	<u>69594</u>
<u>10/01/2020</u>	<u>10/31/2020</u>	<u>420867</u>	<u>POOLING PT - 200 LEG - ZONE 4</u>	<u>TENNESSEE GAS PIPELINE</u>	<u>MERCER</u>	<u>PA</u>	<u>4</u>	<u>D</u>	<u>200</u>	<u>69594</u>

Total Receipt TQ  
 Total Delivery TQ

Number of Receipt Points: 2  
 Number of Delivery Points: 2

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:

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