



June 28, 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 as amended on September 7, 2017 and a Negotiated Rate Agreement dated September 7, 2017 (collectively, the “Agreements”), with MC Global Gas Corporation (“MC Global”), Service Package Number 326294, 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 August 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")² and MMGS, Inc. ("MMGS")³ (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. Of the total 900,000 dekatherms per day of contracted capacity, Tennessee will provide up to 605,000 dekatherms per day of firm service utilizing existing but unsubscribed capacity available on its 800 Line system and capacity made available by performing certain system appurtenant, auxiliary and replacement facility work under Sections 2.55(a) and 2.55(b) of the Commission's regulations, 18 C.F.R. Parts 2.55(a) and (b). The remaining 295,000 dekatherms per day of firm service will be provided using all of the incremental capacity created by the Project facilities.

Tennessee has placed in service all the necessary Project facilities required to provide firm service to Mitsui and MC Global commencing on March 1, 2018 and August 1, 2018, respectively.^{4, 5}

² Pursuant to the precedent agreement entered into between Tennessee and Mitsubishi, Mitsubishi designated its U.S. subsidiary, MC Global, to execute the Agreements with Tennessee. As a result, MC Global is the contractual counterparty under the Agreements.

³ 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.

⁴ The Project facilities necessary to provide firm service to Mitsui were placed in service on November 1, 2017. Pursuant to the terms of the precedent agreement between Tennessee and Mitsui, 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. On February 1, 2018, as amended on April 17, 2018, Tennessee filed tariff records reflecting the negotiated rate and non-conforming service agreements for Mitsui, to be effective March 1, 2018. By letter orders dated March 1 and May 10, 2018, in Docket Nos. RP18-412-000 and RP18-711-000, the Commission approved the Mitsui negotiated rate and non-conforming service agreements filings.

⁵ The remaining Project facilities necessary to provide firm service to MC Global were placed in service on March 12, 2018. Pursuant to the terms of the precedent agreement between Tennessee and Mitsubishi, the commencement of service under the MC Global service agreement is the later of (i) the date when Tennessee is ready to provide firm service or (ii) August 1, 2018.

Instant Filing

1. Negotiated Rate Agreements

Pursuant to the Commission's negotiated rate policies,⁶ and Tennessee's negotiated rate tariff provisions approved by the Commission,⁷ Tennessee submits for filing with the Commission the enclosed Agreements. These agreements reflect: (1) the exact legal name of MC Global; (2) the total charges (rate and applicable surcharges) applicable to MC Global; (3) the primary receipt and delivery points applicable to MC Global; (4) the maximum volumes of gas to be transported by Tennessee on behalf of MC Global; and (5) the applicable rate schedule for the transportation service to be provided to MC Global. The information set forth in the Agreements fully disclose the essential conditions involved in the negotiated rate transactions with MC Global, 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 MC Global Gas Transportation Agreement contains the following deviations from Tennessee's revised pro forma Rate Schedule FT-A transportation service agreement ("Pro Forma Agreement"):⁸

- (1) The Gas Transportation Agreement contains non-conforming language in Sections 2.1 and 2.2 to address regulatory authorizations for the Project facilities and the commencement date of the Gas Transportation Agreement, which are tied to the 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 MC Global Gas Transportation Agreement

⁶ 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").

⁷ 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).

⁸ 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 MC Global Gas Transportation Agreement are in reference to Tennessee's revised Pro Forma 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 MC Global 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 as of the requested effective dates of service which are tied to the commencement date of the Project facilities and the Cameron LNG's Train 1, 2 and 3 facilities, 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 MC Global. Consistent with the Commission's Policy Statement on Creditworthiness for Interstate Natural Gas Pipelines and Order Withdrawing Rulemaking Proceeding,⁹ MC Global's Gas Transportation Agreement includes creditworthiness provisions that require MC Global 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.¹⁰ 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 MC Global Gas Transportation Agreement, rather than referencing them to the precedent agreement, these provisions may be deemed non-conforming.

⁹ 111 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).

¹⁰ These creditworthiness provisions were originally included in the precedent agreement between Tennessee and Mitsubishi and are now included in the Gas Transportation Agreement.

- (5) The Gas Transportation Agreement contains a contractual extension and rollover right set forth in Exhibit A under the heading “Other Provisions”, allowing MC Global to extend the primary term of the contract for a term of two consecutive five year periods, at the lower of the applicable negotiated rate in effect during the primary term or the weighted average of the then applicable effective maximum rate(s), and as an alternative to the extension right described above, allowing MC Global to make a one-time election to reduce its transportation quantity by up to 50 percent, and extend the reduced transportation quantity for two consecutive five year periods, at the weighted average of the then applicable effective maximum rate(s), each subject to MC Global providing Tennessee with written notice at least 12 months prior to the end of the primary term or extended term, as applicable. 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 6.1, 6.3, 11.1, 12.1, 12.2, 15.3, 15.4, Articles IV, V, VI, VII, VIII, X and XIII of the Gas Transportation Agreement.

Tennessee submits that the terms described above do not affect the substantive rights of MC Global or the quality of service to MC Global 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.¹¹

¹¹ 157 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 MC Global 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 August 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:

* Patrick Stewart
Senior Counsel
Tennessee Gas Pipeline Company, L.L.C.
1001 Louisiana Street, Suite 1000
Houston, TX 77002
Telephone: (713) 369-8765
patrick_stewart@kindermorgan.com

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

* 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 for the Commission to accept the Agreements and related Tariff records listed in Appendix A to become effective on August 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 MC Global Gas Corporation Negotiated Rate and Non-Conforming Agreements Filing

Issued: June 28, 2018

Effective: August 1, 2018

FERC Gas Tariff Sixth Revised Volume No. 1 Tariff Records

Section Title			
Narrative Name	Record Contents Description	Tariff Record Title	Version
Fifth Revised Sheet No. 396B	Sheet No. 396B		5.0.0

FERC Gas Tariff First Revised Volume No. 2 Tariff Sections

Description	Title	Version
1. Table of Contents	Table of Contents	56.0.0
4.31 Gas Trans Agmt	MC Global Gas Corporation SP326294	0.0.0
4.31.1 Gas Trans Agmt	Exhibit A	0.0.0
4.31.2 Gas Trans Agmt	Negotiated Rate Agreement	0.0.0

CLEAN TARIFF SHEETS / RECORDS
Effective August 1, 2018

GENERAL TERMS AND CONDITIONS (continued)

XXXIV. NON-CONFORMING AGREEMENTS
(continued)

41. Connecticut Natural Gas Corp, FT-A Gas Transportation Agreement dated May 8, 2017 – Connecticut Expansion Project SP331570
42. The Southern Connecticut Gas Co., FT-A Gas Transmission Agreement dated May 8, 2017 – Connecticut Expansion Project SP331571
43. Yankee Gas Service Co., FT-A Gas Transmission Agreement dated May 8, 2017 – Connecticut Expansion Project SP331574
44. Mitsui & Co. Cameron LNG Sales, Inc. FT-A Gas Transmission Agreement dated January 17, 2017 – Southwest Louisiana Supply Project SP326297
45. Lackawanna Energy Center, L.L.C., FT-A Gas Transportation Agreement dated November 30, 2016 – Triad Expansion Project SP338040
46. GDF Suez Mexico Comercializadora, S. de R.L. de C.V., FT-A Gas Transportation Agreement dated June 20, 2018, SP334279
47. MC Global Gas Corporation, FT-A Gas Transportation Agreement dated January 17, 2017 – Southwest Louisiana Supply Project SP326294

TABLE OF CONTENTS

Volume No. 2

Section 1 Table of Contents

Section 2 Negotiated Rate Agreement

- 2.1 Gas Transportation Agreement – Sequent Energy Management, L.P. SP100239
 - 2.1.1 Exhibit A
 - 2.1.2 Negotiated Rate Letter Agreement
- 2.2 Gas Transportation Agreement – Crestwood Gas Marketing LLC SP39122
 - 2.2.1 Exhibit A
 - 2.2.2 Negotiated Rate Letter Agreement
- 2.3 Gas Transportation Agreements and Negotiated Rate Letters – NORTHEAST CONNEXION PROJECT
 - 2.3.1 Exhibit A – Amended Connecticut Natural Gas Corporation SP64027
 - 2.3.2 Exhibit A – Amended Connecticut Natural Gas Corporation SP64028
 - 2.3.3 Exhibit A – Amended The Berkshire Gas Company SP64029
 - 2.3.4 Exhibit A – Amended The Berkshire Gas Company SP64030
 - 2.3.5 Exhibit A – Amended Boston Gas Company SP64023
 - 2.3.6 Exhibit A – Amended Boston Gas Company SP64024
 - 2.3.7 Exhibit A – Amended The Narragansett Electric Company SP64025
 - 2.3.8 Exhibit A – Amended The Narragansett Electric Company SP64026
- 2.4 Alta Energy Marketing, LLC SP329796
 - 2.4.1 Exhibit A
 - 2.4.2 Negotiated Rate Letter Agreement
 - 2.4.3 Reserved for Future Use
- 2.5 Gas Transportation Agreement – Chief Oil & Gas, LLC SP307991
 - 2.5.1 Exhibit A
 - 2.5.2 Negotiated Rate Letter Agreement
- 2.6 Gas Transportation Agreement – Tug Hill Marcellus, LLC SP307988
 - 2.6.1 Exhibit A
 - 2.6.2 Negotiated Rate Letter Agreement
- 2.7 Gas Transportation Agreement – Enerplus Resources (USA) Corporation SP307996
 - 2.7.1 Exhibit A
 - 2.7.2 Negotiated Rate Letter Agreement
- 2.8 Gas Transportation Agreement – Enerplus Resources (USA) Corporation SP319104
 - 2.8.1 Exhibit A
 - 2.8.2 Negotiated Rate Letter Agreement
- 2.9 Gas Transportation Agreement – Enerplus Resources (USA) Corporation SP319105
 - 2.9.1 Exhibit A
 - 2.9.2 Negotiated Rate Letter Agreement
- 2.10 Reserved for Future Use
 - 2.10.1 Reserved for Future Use
 - 2.10.2 Reserved for Future Use
- 2.11 Reserved for Future Use
 - 2.11.1 Reserved for Future Use
 - 2.11.2 Reserved for Future Use
- 2.12 Gas Transportation Agreement – Centerpoint Entex SP45306
 - 2.12.1 Exhibit A
 - 2.12.2 Negotiated Rate Agreement

2.13 through 2.34 Reserved for Future Use

Section 3 Non-Conforming Agreements

- 3.1 Reserved for Future Use
 - 3.1.1 Reserved for Future Use
- 3.2 Reserved for Future Use
 - 3.2.1 Reserved for FutureUse
- 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 – GDF Suez Mexico Comercializadora, S. de R.L. de C.V., SP334279
 - 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 Reserved for Future Use
 - 4.10.1 Reserved for Future Use
 - 4.10.2 Reserved for Future Use
- 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 – Lackawanna Energy Center, L.L.C. Triad Expansion Project SP338040
 - 4.23.1 Exhibit A
 - 4.23.2 Negotiated Rate Agreement
- 4.24 Gas Transportation Agreement – Connecticut Natural Gas Corp SP331570 – Connecticut Expansion Project
 - 4.24.1 Exhibit A
 - 4.24.2 Negotiated Rate Agreement
 - 4.24.3 Precedent Agreement
 - 4.24.4 Amendment to Gas Transportation Agreement
- 4.25 Gas Transportation Agreement – The Southern Connecticut Gas Co SP331571 – Connecticut Expansion Project
 - 4.25.1 Exhibit A
 - 4.25.2 Negotiated Rate Agreement
 - 4.25.3 Precedent Agreement
 - 4.25.4 Amendment to Gas Transportation Agreement
- 4.26 Gas Transportation Agreement – Yankee Gas Services Co SP331574 – Connecticut Expansion Project
 - 4.26.1 Exhibit A
 - 4.26.2 Negotiated Rate Agreement
 - 4.26.3 Precedent Agreement
- 4.27 Gas Transportation Agreement – Cabot Oil & Gas Corp SP337059 – Orion Project
 - 4.27.1 Exhibit A
 - 4.27.2 Negotiated Rate Agreement
- 4.28 Gas Transportation Agreement – South Jersey Gas Co SP337061 – Orion Project
 - 4.28.1 Exhibit A
 - 4.28.2 Negotiated Rate Agreement
- 4.29 Gas Transportation Agreement – South Jersey Resources Group LLC, SP337060 – Orion Project
 - 4.29.1 Exhibit A
 - 4.29.2 Negotiated Rate Agreement
- 4.30 Gas Transportation Agreement – Mitsui & Co. Cameron LNG Sales LLC SP326297 – Southwest Louisiana Supply Project
 - 4.30.1 Exhibit A
 - 4.30.2 Negotiated Rate Agreement
 - 4.30.3 Amendment No. 1 to Gas Transportation Agreement
- 4.31 Gas Transportation Agreement – MC Global Gas Corporation SP326294 – Southwest Louisiana Supply Project
 - 4.31.1 Exhibit A
 - 4.31.2 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

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:	August 1, 2018
Tariff Record Title:	0.0.0, 4.31 Gas Trans Agmt MC Global Gas Corporation SP326294
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 MC Global Gas Corporation, a Delaware Corporation, which is a U.S. subsidiary of Mitsubishi Corporation, and, 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 and Transporter entered into a Precedent Agreement dated April 19, 2013 (the "Precedent Agreement"), pursuant to which Transporter agreed to file an application with the Federal Energy Regulatory Commission ("FERC") for the necessary authorizations (i) to provide Shipper certain firm transportation services, and (ii) to construct and operate any facilities necessary to provide such firm transportation service (the "Project Facilities");

WHEREAS, in the Precedent Agreement, Shipper agreed to purchase firm transportation service on Transporter's system in three tranches where (i) each tranche adds one-third of the total transportation quantity under this Agreement, and (ii) each tranche corresponds with one of the three Cameron LNG Terminal liquefaction trains; 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 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 - After receipt and acceptance by Transporter of all FERC and other authorizations necessary to provide service hereunder and the satisfactory completion by Transporter, of any Project Facilities, beginning on the Commencement Date (as defined in Section 2.2 below), 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, as further described in Section 2.1 above, 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 "No Later Than Date" for each train, which shall be August 1, 2018 for

SGN

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

Train 1, October 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

Transporter shall construct, install, own, and operate 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 of each tranche, 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

SGN

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

components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to 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 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

SGN

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

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 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 Agreement shall be effective as of the Commencement Date of Train 1, as defined in Section 2.2(b) hereof, and shall remain in force and effect, unless modified as per Exhibit B, until the expiration of twenty (20) years following the Commencement Date of Train 3 as defined in Section 2.2(b) hereof, ("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: MC Global Gas Corporation

NOTICES: 1221 McKinney Street, Suite 2500
Houston, Texas 77010
Tel: (713)652-9262
Email: ML.MCGUSA@mitsubishicorp.com

SGN

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

Attention: President

BILLING: 1221 McKinney Street, Suite 2500
Houston, Texas 77010
Tel: (713)652-9262
Email: ML.MCGUSA@mitsubishicorp.com

Attention: President

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 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 April 19, 2013 between Transporter and Shipper ("Precedent Agreement"), this Agreement, the Negotiated Rate Agreement and any other mutually-agreed related agreements, and as a condition precedent to Transporter's obligations pursuant to such

SGN

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

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 or its Guarantor shall be considered creditworthy if Shipper or Guarantor's (i) senior unsecured debt is rated no lower than BBB by Standard & Poor's ("S&P") and Baa2 by Moody's Investor Service ("Moody's") ("Credit Ratings") (in the event of a split rating from S&P and Moody's, the lower rating will be used); and (ii) the sum of reservation fees, estimated commodity fees and any other associated fees and charges for the contract term is less than 15 percent of Shipper's or Guarantor's tangible net worth. For the purposes of this Section, 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. If Shipper does not establish creditworthiness in accordance with the provisions above, Shipper must furnish satisfactory credit assurance as provided below:

16.2.1 If Shipper or Guarantor at any time after July 31, 2014 and before the end of the sixth (6th) year following the Commencement Date for Train 1 fails to meet the definition of creditworthiness as defined above in Section 16.2, upon Transporter's request, Shipper shall provide credit support in an amount equal to twelve (12) months of reservation charges by means of either: (i) an advance deposit; (ii) an irrevocable standby letter of credit substantially in the form as set forth in Exhibit D of the Precedent Agreement and reasonably acceptable to Transporter and from a bank reasonably acceptable to Transporter with a senior unsecured debt rating of A+ from S&P and A1 from Moody's, at Shipper's option; or (iii) a Guaranty substantially in the form as set forth in Exhibit C of the Precedent Agreement and reasonably acceptable to Transporter, from a Guarantor that satisfies the creditworthiness standards set forth above in Section 16.2.

16.2.2 If Shipper or Guarantor at any time after the end of the sixth (6th) year following the Commencement Date for Train 1 fails to meet the definition of creditworthiness as defined above in Section 16.2, upon Transporter's request, Shipper shall provide credit support as set forth above in Section 16.2.1; provided, however, that the credit support shall be in an amount equal to eight (8) months of reservations charges and, if subsection 16.2.1 above has already been triggered and remains in effect, the amount of any credit support will be reduced from the amount provided under subsection 16.2.1 to an amount equal to eight (8) months of reservation charges accordingly.

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

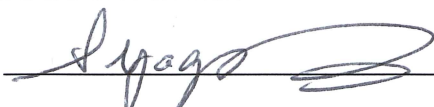
TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY:


Agent and Attorney-in-Fact

MC GLOBAL GAS CORPORATION

BY:


TITLE: President

SGN

Service Package No: 326294-FTATGP

Amendment No: 0.

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

DATE: January 17, 2017

SGN

EXHIBIT A
AMENDMENT NO. 0
TO GAS TRANSPORTATION AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
MC GLOBAL GAS CORPORATION

Amendment Effective Date: August 1, 2018_____

Service Package: 326294-FTATGP

Service Package TQ: 600,000 Dth

Beginning Date	Ending Date	TQ
08/01/2018	09/30/2018	200,000
10/01/2018	12/31/2018	400,000
01/01/2019	09/30/2028	600,000

BEGINNING DATE	END DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
08/01/2018	09/30/2018	420867	ZONE 4 200 LEG POOL	TENNESSEE GAS PIPELINE	MERCER	PA	04	R	200	100000
08/01/2018	09/30/2018	450262	PEMEXGPL/TG P REC NORTH HIDALGO	PEMEX GAS PIPELINE	HIDALGO	TX	00	R	100	100000
08/01/2018	09/30/2018	49446	BANKEN RD @ HWY 27 DEQUINCY	CAMERON INTERSTATE PIPELINE	CALCASIEU	LA	L	D	800	200000
10/01/2018	12/31/2018	49446	BANKEN RD @ HWY 27 DEQUINCY	CAMERON INTERSTATE	CALCASIEU	LA	L	D	800	400000
10/01/2018	12/31/2018	450262	PEMEXGPL/TG P REC NORTH HIDALGO	PEMEX GAS PIPELINE	HIDALGO	TX	00	R	100	175000
10/01/2018	12/31/2018	420867	ZONE 4 200 LEG POOL	TENNESSEE GAS PIPELINE	MERCER	PA	04	R	200	100000
10/01/2018	12/31/2018	412762	TEX GAS/TGP ISOLA ROAD RIP 843B 101	TEXAS GAS TRNSM. LLC	HUMPHREYS	MS	01	R	800	125000

01/01/2019	09/30/2028	412762	TEX GAS/TGP ISOLA ROAD RIP 843B 101	TEXAS GAS TRNSM. LLC	HUMPHREYS	MS	01	R	800	250000
01/01/2019	09/30/2028	420867	ZONE 4 200 LEG POOL	TENNESSEE GAS PIPELINE	MERCER	PA	04	R	200	100000
01/01/2019	09/30/2028	450262	PEMEXGPL/TG P REC NORTH HIDALGO	PEMEX GAS PIPELINE	HIDALGO	TX	00	R	100	250000
01/01/2019	09/30/2028	49446	BANKEN RD @ HWY 27 DEQUINCY	CAMERON INTERSTATE	CALCASIEU	LA	L	D	800	600000

Total Receipt TQ: 600,000

Total Delivery TQ: 600,000

Number of Receipt Points: 3

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:

(a) **Extension Right**—Shipper shall have the right to extend the Primary Term of this Agreement for a term of two (2) consecutive five (5) year periods (each an “Extended Term”); provided, that in order to exercise this Extension Right, Shipper must provide written notice to Transporter of such extension request at least one (1) year prior to the expiration of the Primary Term or Extended Term, as applicable. The rate during any Extended Term hereunder shall be, in addition to the applicable Fuel and Loss Retention Percentage, Electric Power Cost Rate, and all applicable surcharges, a negotiated rate equal to the lower of: (i) the fixed negotiated rate in effect during the Primary Term of the Agreement as approved by FERC and as described in the negotiated rate letter agreement associated with this Agreement; or (ii) the weighted average of the then-effective maximum rate(s) in Transporter's Tariff applicable to service under the Agreement for the transportation paths specified in Exhibit A.

(b) **Rollover Right**—As an alternative to the Extension Right in Section 12.1(a) above, Shipper may make a one-time election to reduce its TQ by up to fifty percent (50%) and extend the reduced TQ for two consecutive five (5) year periods (each an “Extended Term”); provided, that in order to exercise this Rollover Right, Shipper must provide written notice to Transporter of such extension request at least one (1) year prior to the expiration of the Primary Term or Extended Term, as applicable; provided further, that if Shipper elects to exercise its Rollover Right herein, the TQ for any individual path shall not exceed the original TQ for that path as contracted in the Primary Term unless Transporter and Shipper mutually agree otherwise. The negotiated rate during any Extended Term hereunder shall be, in addition to the applicable Fuel and Loss Retention Percentage, Electric Power Cost Rate, and all applicable surcharges, the weighted average of the then-effective maximum rate(s) in Transporter's Tariff applicable to service under the Agreement for the transportation paths specified in Exhibit A.

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
DATE SEPTEMBER 7, 2017 BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

REVENUE REDUCTION OPTION PROVISIONS*

SERVICE PACKAGE: 326294-FTATGP

OPTION PERIOD(S) Thirty (30) days prior to the fifteenth (15th) anniversary of the Commencement Date for Train 1.

OPTION DESCRIPTION: Shipper shall have a one-time option to reduce the TQ to zero beginning the twenty-first (21st) year of this Gas Transportation Agreement.. If this option is exercised, the Primary Term of this Gas Transportation Agreement will end upon the date that is twenty (20) years from the Commencement Date for Train 1, with the notice date to exercise the Extension Right or Rollover Right provided for in Exhibit A calculated from this date.

OPTION CONSIDERATION Fixed Revenue that would have been collected by Transporter for the period until the expiration of twenty (20) years from the Commencement Date of Train 3 if the Revenue Reduction Option had not been exercised will be equally distributed across the remaining Primary Term (in whole months) of the Service Package. Fixed Revenue is equal to the number of whole months between the end of twenty (20) years from the Commencement Date for Train 1 and end of the Primary Term multiplied by the Fixed Negotiated Reservation Rate multiplied by TQ provided for on Exhibit A; provided, however, that for any partial month fixed revenue shall be calculated for those days and added to the Fixed Revenue. The Fixed Negotiated Monthly Reservation Rate under the Negotiated Rate Agreement will be adjusted to recover those fixed revenues.

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.



MC GLOBAL GAS CORPORATION

Date: September 7, 2017

Page 2

Contract number: 326294-FTATGP

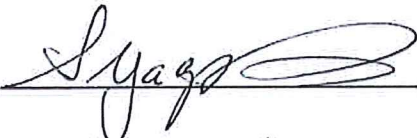
Amendment number: 1

Amendment effective date: September 7, 2017

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: 
Agent and Attorney-in-Fact

MC GLOBAL GAS CORPORATION

BY: 

TITLE: President

DATE: September 6, 2017

SON

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

EXHIBIT A
 AMENDMENT NO. 0
 TO GAS TRANSPORTATION
 AGREEMENT DATED August 1, 2018
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.
 AND
 MCGLOBAL GAS CORPORATION

Amendment Effective Date: August 1, 2018

Service Package: 326294-FTATGP

Service Package TQ: 600,000 Dth

Beginning Date	Ending Date	TQ
08/01/2018	09/30/2018	200000
10/01/2018	12/31/2018	400000
01/01/2019	09/30/2028	600000

BEGINNING DATE	END DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
08/01/2018	09/30/2018	420867	ZONE 4 200 LEG POOL	TENNESSEE GAS PIPELINE	MERCER	PA	04	R	200	100000
08/01/2018	09/30/2018	450262	PEMEXGPL/TG P REC NORTH HIDALGO	PEMEX GAS PIPELINE	HIDALGO	TX	00	R	100	100000
08/01/2018	09/30/2018	49446	BANKEN RD @ HWY 27 DEQUINCY	CAMERON INTERSTATE PIPELINE	CALCASIEU	LA	L	D	800	200000
10/01/2018	12/31/2018	49446	BANKEN RD @ HWY 27 DEQUINCY	CAMERON INTERSTATE	CALCASIEU	LA	L	D	800	400000

Issued: June 28, 2018
 Effective: August 1, 2018

Docket No.
 Accepted:

10/01/2018	12/31/2018	450262	PEMEXGPL/TG P REC NORTH HIDALGO	PEMEX GAS PIPELINE	HIDALGO	TX	00	R	100	175000
10/01/2018	12/31/2018	420867	ZONE 4 200 LEG POOL	TENNESSEE GAS PIPELINE	MERCER	PA	04	R	200	100000
10/01/2018	12/31/2018	412762	TEX GAS/TGP ISOLA ROAD RIP 843B 101	TEXAS GAS TRNSM. LLC	HUMPHREYS	MS	01	R	800	125000
01/01/2019	09/30/2028	412762	TEX GAS/TGP ISOLA ROAD RIP 843B 101	TEXAS GAS TRNSM. LLC	HUMPHREYS	MS	01	R	800	250000
01/01/2019	09/30/2028	420867	ZONE 4 200 LEG POOL	TENNESSEE GAS PIPELINE	MERCER	PA	04	R	200	100000
01/01/2019	09/30/2028	450262	PEMEXGPL/TG P REC NORTH HIDALGO	PEMEX GAS PIPELINE	HIDALGO	TX	00	R	100	250000
01/01/2019	09/30/2028	49446	BANKEN RD @ HWY 27 DEQUINCY	CAMERON INTERSTATE	CALCASIEU	LA	L	D	800	600000

Total Receipt TQ 600,000

Total Delivery TQ 600,000

NUMBER OF RECEIPT POINTS: 3

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:

(a) Extension Right—Shipper shall have the right to extend the Primary Term of this Agreement for a term of two (2) consecutive five (5) year periods (each an “Extended Term”); provided, that in order to exercise this Extension Right, Shipper must provide written notice to Transporter of such extension request at least one (1) year prior to the expiration of the Primary Term or Extended Term, as applicable. The rate during any Extended Term hereunder shall be, in addition to the applicable Fuel and Loss Retention Percentage, Electric Power Cost Rate, and all applicable surcharges, a negotiated rate equal to the lower of: (i) the fixed negotiated rate in effect during the Primary Term of the Agreement as approved by FERC and as described in the negotiated rate letter agreement associated with this Agreement; or (ii) the weighted average of the then-effective maximum rate(s) in Transporter’s Tariff applicable to service under the Agreement for the transportation paths specified in Exhibit A.

(b) Rollover Right—As an alternative to the Extension Right in Section 12.1(a) above, Shipper may make a one-time election to reduce its TQ by up to fifty percent (50%) and extend the reduced TQ for two consecutive five (5) year periods (each an “Extended Term”); provided, that in order to exercise this Rollover Right, Shipper must provide written notice to Transporter of such extension request at least one (1) year prior to the expiration of the Primary Term or Extended Term, as applicable; provided further, that if Shipper elects to exercise its Rollover Right herein, the TQ for any individual path shall not exceed the original TQ for that path as contracted in the Primary Term unless Transporter and Shipper mutually agree otherwise. The negotiated rate during any Extended Term hereunder shall be, in addition to the applicable Fuel and Loss Retention Percentage, Electric Power Cost Rate, and all applicable surcharges, the weighted average of the then-effective maximum rate(s) in Transporter’s Tariff applicable to service under the Agreement for the transportation paths specified in Exhibit A.

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:	August 1, 2018
Tariff Record Title:	0.0.0, 4.31.2, Gas Trans Agmt – Negotiated Rate Agreement MC Global Gas Corporation SP326294
Option Code:	A

Date: September 7, 2017

MC Global Gas Corporation
1221 McKinney Street
Houston, Texas 77010-2009

Attention: Mr. Sumito Yagiuchi, President

RE: Amendment No. 1 to
Gas Transportation Agreement and Negotiated Rate Agreement
Dated January 17, 2017
Service Package No. 326294-FTATGP

Dear Mr. Yagiuchi:

TENNESSEE GAS PIPELINE COMPANY, L.L.C. and MC GLOBAL GAS CORPORATION agree to amend the Gas Transportation Agreement and Negotiated Rate Agreement in Service Package No. 326294-FTATGP, as follows: (1) add an "Exhibit B " to the Gas Transportation Agreement as shown on the attachment to this Amendment; and (2) replace the current Negotiated Rate Agreement with the revised Negotiated Rate Agreement that is attached to this Amendment. The revised Negotiated Rate Agreement shall replace in its entirety and supersede the current Negotiated Rate Agreement.

Except as amended herein, all terms and provisions of the Gas Transportation 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) 420-2230.

Best regards,

Stuart G. Neck
Director, Business Development

MC GLOBAL GAS CORPORATION

Date: September 7, 2017

Page 2

Contract number: 326294-FTATGP

Amendment number: 1

Amendment effective date: September 7, 2017

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

MC GLOBAL GAS CORPORATION

BY: _____

TITLE: _____

DATE: _____

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

EXHIBIT B
TO GAS TRANSPORTATION AGREEMENT
DATE SEPTEMBER 7, 2017 BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

REVENUE REDUCTION OPTION PROVISIONS*

SERVICE PACKAGE: 326294-FTATGP

OPTION PERIOD(S) Thirty (30) days prior to the fifteenth (15th) anniversary of the Commencement Date for Train 1.

OPTION DESCRIPTION: Shipper shall have a one-time option to reduce the TQ to zero beginning the twenty-first (21st) year of this Gas Transportation Agreement.. If this option is exercised, the Primary Term of this Gas Transportation Agreement will end upon the date that is twenty (20) years from the Commencement Date for Train 1, with the notice date to exercise the Extension Right or Rollover Right provided for in Exhibit A calculated from this date.

OPTION CONSIDERATION Fixed Revenue that would have been collected by Transporter for the period until the expiration of twenty (20) years from the Commencement Date of Train 3 if the Revenue Reduction Option had not been exercised will be equally distributed across the remaining Primary Term (in whole months) of the Service Package. Fixed Revenue is equal to the number of whole months between the end of twenty (20) years from the Commencement Date for Train 1 and end of the Primary Term multiplied by the Fixed Negotiated Reservation Rate multiplied by TQ provided for on Exhibit A; provided, however, that for any partial month fixed revenue shall be calculated for those days and added to the Fixed Revenue. The Fixed Negotiated Monthly Reservation Rate under the Negotiated Rate Agreement will be adjusted to recover those fixed revenues.

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.



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

September 7, 2017

MC Global Gas Corporation
1221 McKinney Street
Houston, Texas 77010-2009

Attention: Mr. Sumito Yagiuchi, President

RE: Amended Firm Transportation Negotiated Rate Agreement ("Negotiated Rate Agreement")
Rate Schedule FT-A Service Package No. 326294-FTATGP ("Service Package")
Open Season No. 875

Dear Mr. Yagiuchi:

Tennessee Gas Pipeline Company, L.L.C. ("Transporter") and Mitsubishi Corporation ("MC"), entered into a Precedent Agreement, dated April 19, 2013 ("Precedent Agreement") for the Southwest Louisiana Supply Project. As part of the Precedent Agreement, MC and its designee, MC Global Gas Corporation, ("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) From the Commencement Date of Train 1 and for the Primary Term of the Gas Transportation Agreement for this Service Package, the applicable Rate Schedule FT-A transportation reservation rates shall be:

- (i) For gas delivered by Transporter on behalf of Shipper from its Primary Receipt Point(s) and any current or future secondary receipt points within Shipper's transportation path, as that term is defined in Transporter's Tariff, to the Primary Delivery Point at Cameron Interstate Pipeline, LLC (PIN 49446) in Zone 1/L and any current or future secondary delivery points in 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 \$5.4800 per Dth, which is not subject to change as the TQ increases with each Train, and which is the sum of (1) the weighted average rate of the following Individual Path Rates and TQs plus (2) a monthly economic adjustment of \$0.1825 per Dth.

Individual Path Rates

250,000 Dth/day from Zone 0 - \$6.0833 per Dth (\$0.200 Daily Demand)

100,000 Dth/day from Zone 4 - \$8.2125 per Dth (\$0.270 Daily Demand)

250,000 Dth/day from Zone 1 - \$3.3458 per Dth (\$0.110 Daily Demand)

(ii) Unless mutually agreed otherwise, volumes delivered to meters outside of the capacity path shall be subject to an Alternative Negotiated Daily Reservation Rate which is the weighted average rate of the then-effective Daily Base Reservation Rates specified in Transporter's Tariff and Individual Path TQs stated above in Section 1(a)(i). The Alternative Negotiated Daily Reservation Rate shall apply only to those volumes scheduled to delivery meters outside of the capacity path for that gas day.

(iii) The monthly Fixed Negotiated Reservation Rate and the Alternative Negotiated Daily Reservation Rate stated above are exclusive of all applicable surcharges specified in Transporter's Tariff.

(iv) Notwithstanding anything stated above, unless mutually agreed otherwise, for volumes delivered outside the Shipper's capacity path up to the Individual Path TQs referenced in Section 4 below, the Alternative Negotiated Daily Reservation Rate does not apply under the following conditions:

(aa) if either (1) Cameron LNG, LLC ("Cameron LNG") or Cameron Interstate Pipeline, LLC ("CIP") declare a force majeure event in accordance with Cameron LNG's or CIP's contractual agreements with Shipper, and such event prevents Shipper from delivering gas under the above Service Package to the Cameron LNG export terminal for liquefaction and export ("Cameron LNG Terminal"), (2) Cameron LNG's export authorization is revoked or suspended such that the LNG may not be lawfully exported from the Cameron LNG Terminal, or (3) an outage of a LNG Train (hereinafter defined) at the Cameron LNG Terminal causes Cameron LNG to not be able to perform liquefaction service for Shipper on any individual LNG Train (an event described in (1), (2), and (3) of this subsection are hereafter referred to as an "Operational Terminal Event"), then Shipper may deliver, up to that portion of the Individual Path TQs referenced in Section 4 that is not able to be liquefied by Cameron LNG, to any delivery meter outside of the Shipper's capacity path and within Shipper's transportation path applicable to the Individual Path TQs at the Fixed Negotiated Reservation Rate and Fixed Negotiated Base Commodity Rates in paragraphs 1(a)(i) and 1(b) of this Negotiated Rate Agreement for the duration of the applicable Operational Terminal Event; provided, however, that after 90 days following the declaration of the applicable

Operational Terminal Event, the Alternative Negotiated Daily Reservation Rate shall apply as set forth above in Section 1(a)(ii). In order for the Fixed Negotiated Reservation Rate and Fixed Negotiated Base Commodity Rates to apply during any Operational Terminal Event, Shipper must provide to its marketing account manager at Transporter (1) no later than two (2) business days after the Operational Terminal Event occurs, written or oral notice that an Operational Terminal Event has occurred and that Shipper will seek to apply the terms of this Section 1(a)(iv)(aa); and (2) no later than two (2) business days prior to the invoicing deadline in Article VII of General Terms and Conditions of Transporter's Tariff, or within another mutually agreeable time period, a supporting document, demonstrating to Transporter's sole discretion, not to be unreasonably withheld, that the Operational Terminal Event occurred, which shall include, without limitation to, a then available copy of the notice of force majeure posted by CIP in accordance with its tariff and/or a then available copy of the notice of force majeure in accordance with the provisions of the LRTA with Cameron LNG. For the purposes of this Section, "LNG Train" shall mean a natural gas pretreatment, LNG liquefaction unit and related facilities, located at or adjacent to the LNG Terminal, including each of Train 1, Train 2 and Train 3.

(bb) If either Cameron LNG or CIP performs planned maintenance that reduces flow on the CIP system or at the Cameron LNG Terminal (but does not result in an Operational Terminal Event) such that (1) CIP is unable to deliver some portion or all of the Service Package TQ on behalf of Shipper to Cameron LNG; and/or (2) Cameron LNG is not able to perform liquefaction service for Shipper for some portion or all of the Service Package TQ (hereinafter referred to as a "Maintenance Event"), then Shipper may deliver, up to that portion of the Individual Path TQs referenced in Section 4 that is not able to be delivered by CIP to Cameron LNG or liquefied by Cameron LNG, to any delivery meter in the Service Package outside of Shipper's capacity path and within Shipper's transportation path applicable to the Individual TQs referenced in Section 4 for that volume of the Service Package TQ impacted by such Maintenance Event and shall pay, in addition to the Fixed Negotiated Reservation Rate, an Incremental Daily Reservation rate of \$0.05/Dth, plus the Fixed Negotiated Base Commodity Rate stated in 1(b); provided, however, that (1) after 90 days following notice of the Maintenance Event, the Alternative Negotiated Daily Reservation Rate shall apply as set forth above in Section 1(a)(ii); and (2) for any volume of the Service Package TQ impacted by such Maintenance Event that is delivered to a Transporter FS Service Point (as defined in the Tariff) or a park and loan service point, the Incremental Daily Reservation Rate, or Alternative Negotiated Reservation Rate, as applicable, will not apply. In order for the Incremental Daily Reservation Rate to apply (instead of the Alternative Negotiated Daily Reservation Rate),

Shipper must provide to its marketing account manager at Transporter (1) no later than two (2) business days after the Maintenance Event occurs, written or oral notice that a Maintenance Event has occurred and that Shipper will seek to apply the terms of this Section 1(a)(iv)(bb); and (2) no later than two (2) business days prior to the invoicing deadline in Article VII of General Terms and Conditions of Transporter's Tariff, or within another mutually agreeable time period, a supporting document, demonstrating to Transporter's sole discretion, not to be unreasonably withheld, that the Maintenance Event occurred, which shall include, without limitation to, a then available copy of the notice of Maintenance Event posted by CIP in accordance with its tariff and/or a then available copy of the notice of Maintenance Event in accordance with the provisions of the LRTA with Cameron LNG.

(cc) For any volume up to the Individual Path TQs, that is received from or delivered to (1) a Transporter FS Service Point (as defined in the Tariff) for injection under a gas storage agreement for capacity that is acquired directly from Transporter (as opposed to capacity acquired from a third party through capacity release), or (2) a park and loan service point under a master park and loan agreement with Transporter, the Fixed Negotiated Reservation and Fixed Base Commodity Rates will apply, and the Incremental Daily Reservation Rate, or Alternative Negotiated Reservation Rate, as applicable will not apply.

(b) Shipper shall also pay a Fixed Negotiated Base Commodity Rate to the Primary Delivery Point at Cameron Interstate Pipeline, LLC (PIN 49446) in Zone 1/L and all secondary delivery points within the Shipper's Capacity Path as specified below:

<u>Receipt Zone</u>	<u>Delivery Zone</u>	<u>Rate per Dth</u>
Zone 0	Zone 1/L	\$0.0115
Zone 0	Zone 0	\$0.0032
Zone 1	Zone 1/L	\$0.0081
Zone L	Zone L	\$0.0012
Zone 2	Zone 1/L	\$0.0087
Zone 2	Zone 2	\$0.0012
Zone 4	Zone 1/L	\$0.0205
Zone 4	Zone 2	\$0.0087
Zone 4	Zone 4	\$0.0468

(i) The Base Commodity Rates specified above are exclusive of ACA and all applicable surcharges specified in Transporter's Tariff.

(ii) For transportation to any secondary delivery point(s) outside of

EW

Shipper's capacity path Shipper shall pay the then-effective Maximum Commodity Rates specified in Transporter's Tariff. The Maximum Commodity Rates are inclusive of ACA and all applicable surcharges 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, including, but not limited to, reservation, commodity, or other surcharges or any other recovery mechanism for the recovery of direct or indirect costs, including but not limited to such costs related to pipeline safety or to new limitations on, or direct or indirect costs imposed with respect to, the emission of greenhouse gas or carbon emissions.
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. 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 150% of Shipper's Individual Path TQ defined below, shall be subject to an incremental daily reservation rate applicable to Shipper's Firm Agreement, in addition to the rate set forth above in Section 1(a)(i) and (ii), as outlined below:

<u>Individual Path TQ</u>	<u>Incremental Daily Reservation Rate</u>
250,000 Dth/day Zone 0 Path	\$0.08/Dth
100,000 Dth/day Zone 4 Path	\$0.10/Dth
250,000 Dth/day Zone 1 Path	\$0.04/Dth

5. 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 and Base Commodity Rates specified above. Amendments outside of Shipper's capacity path will be subject to the mutual agreement of Transporter and Shipper. All amendments are subject to Shipper's TQ and available mainline, lateral and meter capacity. In no event shall Transporter be obligated to modify facilities, nor shall revenue to Transporter be reduced as a result of such amendments.
6. Exhibit B to the Gas Transportation Agreement for this Service Package provides for a Revenue Reduction Option that may be exercised at least thirty (30) days prior to the fifteenth (15th) anniversary of the Commencement Date of Train 1. The Fixed Negotiated Reservation Rate in Section 1(a) may be adjusted as provided for in the Revenue Reduction Option in Exhibit B.

7. In the event of a temporary capacity release from Shipper to a replacement shipper, the negotiated commodity rate set forth in 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 Transporter 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, Transporter will pass through any discounted 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.
8. 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 to immediately terminate this Negotiated Rate Agreement with Shipper and/or assess, from the date of such failure to pay, the applicable maximum rate on the above Service Package for the month(s) in which there was such failure to pay. The foregoing provision shall not apply to invoiced amounts that Shipper has disputed.
9. 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, Transporter 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 Transporter shall be under no obligation to make any provision offered to Shipper generally available to all shippers on Transporter's system.
10. This Negotiated Rate Agreement will become binding upon the parties only after it is accepted and executed by Shipper's and 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

SMV

CTP
EAS

TENNESSEE GAS PIPELINE
COMPANY, L.L.C.

MC GLOBAL GAS CORPORATION

AGREED TO AND ACCEPTED

THIS 9 DAY OF SEPTEMBER, 2017

By: 

Name: Kimberly S. Watson

Title: President
Tennessee Gas Pipeline, L.L.C.

AGREED TO AND ACCEPTED

THIS 6 DAY OF SEPTEMBER, 2017

By: 

Name: Sumito Yaginuchi

Title: President

MARKED TARIFF SHEETS / RECORDS

GENERAL TERMS AND CONDITIONS (continued)

XXXIV. NON-CONFORMING AGREEMENTS
(continued)

41. Connecticut Natural Gas Corp, FT-A Gas Transportation Agreement dated May 8, 2017 – Connecticut Expansion Project SP331570
42. The Southern Connecticut Gas Co., FT-A Gas Transmission Agreement dated May 8, 2017 – Connecticut Expansion Project SP331571
43. Yankee Gas Service Co., FT-A Gas Transmission Agreement dated May 8, 2017 – Connecticut Expansion Project SP331574
44. Mitsui & Co. Cameron LNG Sales, Inc. FT-A Gas Transmission Agreement dated January 17, 2017 – Southwest Louisiana Supply Project SP326297
45. Lackawanna Energy Center, L.L.C., FT-A Gas Transportation Agreement dated November 30, 2016 – Triad Expansion Project SP338040
46. GDF Suez Mexico Comercializadora, S. de R.L. de C.V., FT-A Gas Transportation Agreement dated June 20, 2018, SP334279
47. MC Global Gas Corporation, FT-A Gas Transportation Agreement dated January 17, 2017 – Southwest Louisiana Supply Project SP326294

TABLE OF CONTENTS

Volume No. 2

Section 1 Table of Contents

Section 2 Negotiated Rate Agreement

- 2.1 Gas Transportation Agreement – Sequent Energy Management, L.P. SP100239
 - 2.1.1 Exhibit A
 - 2.1.2 Negotiated Rate Letter Agreement
- 2.2 Gas Transportation Agreement – Crestwood Gas Marketing LLC SP39122
 - 2.2.1 Exhibit A
 - 2.2.2 Negotiated Rate Letter Agreement
- 2.3 Gas Transportation Agreements and Negotiated Rate Letters – NORTHEAST CONNEXION PROJECT
 - 2.3.1 Exhibit A – Amended Connecticut Natural Gas Corporation SP64027
 - 2.3.2 Exhibit A – Amended Connecticut Natural Gas Corporation SP64028
 - 2.3.3 Exhibit A – Amended The Berkshire Gas Company SP64029
 - 2.3.4 Exhibit A – Amended The Berkshire Gas Company SP64030
 - 2.3.5 Exhibit A – Amended Boston Gas Company SP64023
 - 2.3.6 Exhibit A – Amended Boston Gas Company SP64024
 - 2.3.7 Exhibit A – Amended The Narragansett Electric Company SP64025
 - 2.3.8 Exhibit A – Amended The Narragansett Electric Company SP64026
- 2.4 Alta Energy Marketing, LLC SP329796
 - 2.4.1 Exhibit A
 - 2.4.2 Negotiated Rate Letter Agreement
 - 2.4.3 Reserved for Future Use
- 2.5 Gas Transportation Agreement – Chief Oil & Gas, LLC SP307991
 - 2.5.1 Exhibit A
 - 2.5.2 Negotiated Rate Letter Agreement
- 2.6 Gas Transportation Agreement – Tug Hill Marcellus, LLC SP307988
 - 2.6.1 Exhibit A
 - 2.6.2 Negotiated Rate Letter Agreement
- 2.7 Gas Transportation Agreement – Enerplus Resources (USA) Corporation SP307996
 - 2.7.1 Exhibit A
 - 2.7.2 Negotiated Rate Letter Agreement
- 2.8 Gas Transportation Agreement – Enerplus Resources (USA) Corporation SP319104
 - 2.8.1 Exhibit A
 - 2.8.2 Negotiated Rate Letter Agreement
- 2.9 Gas Transportation Agreement – Enerplus Resources (USA) Corporation SP319105
 - 2.9.1 Exhibit A
 - 2.9.2 Negotiated Rate Letter Agreement
- 2.10 Reserved for Future Use
 - 2.10.1 Reserved for Future Use
 - 2.10.2 Reserved for Future Use
- 2.11 Reserved for Future Use
 - 2.11.1 Reserved for Future Use
 - 2.11.2 Reserved for Future Use
- 2.12 Gas Transportation Agreement – Centerpoint Entex SP45306
 - 2.12.1 Exhibit A
 - 2.12.2 Negotiated Rate Agreement

2.13 through 2.34 Reserved for Future Use

Section 3 Non-Conforming Agreements

- 3.1 Reserved for Future Use
 - 3.1.1 Reserved for Future Use
- 3.2 Reserved for Future Use
 - 3.2.1 Reserved for FutureUse
- 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 – GDF Suez Mexico Comercializadora, S. de R.L. de C.V., SP334279
 - 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 Reserved for Future Use
 - 4.10.1 Reserved for Future Use
 - 4.10.2 Reserved for Future Use
- 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 – Lackawanna Energy Center, L.L.C. Triad Expansion Project SP338040
 - 4.23.1 Exhibit A
 - 4.23.2 Negotiated Rate Agreement
- 4.24 Gas Transportation Agreement – Connecticut Natural Gas Corp SP331570 – Connecticut Expansion Project
 - 4.24.1 Exhibit A
 - 4.24.2 Negotiated Rate Agreement
 - 4.24.3 Precedent Agreement
 - 4.24.4 Amendment to Gas Transportation Agreement
- 4.25 Gas Transportation Agreement – The Southern Connecticut Gas Co SP331571 – Connecticut Expansion Project
 - 4.25.1 Exhibit A
 - 4.25.2 Negotiated Rate Agreement
 - 4.25.3 Precedent Agreement
 - 4.25.4 Amendment to Gas Transportation Agreement
- 4.26 Gas Transportation Agreement – Yankee Gas Services Co SP331574 – Connecticut Expansion Project
 - 4.26.1 Exhibit A
 - 4.26.2 Negotiated Rate Agreement
 - 4.26.3 Precedent Agreement
- 4.27 Gas Transportation Agreement – Cabot Oil & Gas Corp SP337059 – Orion Project
 - 4.27.1 Exhibit A
 - 4.27.2 Negotiated Rate Agreement
- 4.28 Gas Transportation Agreement – South Jersey Gas Co SP337061 – Orion Project
 - 4.28.1 Exhibit A
 - 4.28.2 Negotiated Rate Agreement
- 4.29 Gas Transportation Agreement – South Jersey Resources Group LLC, SP337060 – Orion Project
 - 4.29.1 Exhibit A
 - 4.29.2 Negotiated Rate Agreement
- 4.30 Gas Transportation Agreement – Mitsui & Co. Cameron LNG Sales LLC SP326297 – Southwest Louisiana Supply Project
 - 4.30.1 Exhibit A
 - 4.30.2 Negotiated Rate Agreement
 - 4.30.3 Amendment No. 1 to Gas Transportation Agreement
- 4.31 Gas Transportation Agreement – MC Global Gas Corporation SP326294 – Southwest Louisiana Supply Project
 - 4.31.1 Exhibit A
 - 4.31.2 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)

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 MC Global Gas Corporation, a Delaware Corporation, which is a U.S. subsidiary of Mitsubishi Corporation, and, 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 and Transporter entered into a Precedent Agreement dated April 19, 2013 (the "Precedent Agreement"), pursuant to which Transporter agreed to file an application with the Federal Energy Regulatory Commission ("FERC") for the necessary authorizations (i) to provide Shipper certain firm transportation services, and (ii) to construct and operate any facilities necessary to provide such firm transportation service (the "Project Facilities");

WHEREAS, in the Precedent Agreement, Shipper agreed to purchase firm transportation service on Transporter's system in three tranches where (i) each tranche adds one-third of the total transportation quantity under this Agreement, and (ii) each tranche corresponds with one of the three Cameron LNG Terminal liquefaction trains; 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 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

~~Commencing upon~~ 2.1 Transportation Service – After receipt and acceptance by Transporter of all FERC and other authorizations necessary to provide service hereunder and the satisfactory completion by Transporter, of any Project Facilities, beginning on the Commencement Date, (as defined in Section 2.2 below), 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) 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, as further described in Section 2.1 above, 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 "No Later Than Date" for each train, which shall be August 1, 2018 for Train 1, October 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 all necessary facilities to render the service provided for in this agreement; 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 of each tranche, 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 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/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.

- ~~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.

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 the Commencement Date~~ 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 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) ~~(e)~~ 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 ~~date hereof. Service hereunder shall commence on the Commencement Date of Train 1, as defined in Section 2.2(b) hereof, and shall continue in effect until (when applicable, replace: "until" with "for a term of") ("Primary Term"), remain in force and effect, unless modified as per Exhibit "B". Any rights to Shipper's extension, until the expiration of twenty (20) years following the Commencement Date of this Agreement after the Primary Term shall be set forth in Exhibit "A" hereto~~ Train 3 as defined in Section 2.2(b) hereof, ("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, and 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 ~~FERC Gas~~ Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

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

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

Attention: Director, Transportation Services

SHIPPER: MC Global Gas Corporation

NOTICES: 1221 McKinney Street, Suite 2500
Houston, Texas 77010
Tel: (713)652-9262
Email: ML.MCGUSA@mitsubishicorp.com

Attention: President

BILLING: 1221 McKinney Street, Suite 2500
Houston, Texas 77010
Tel: (713)652-9262
Email: ML.MCGUSA@mitsubishicorp.com

Attention: President

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 "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 April 19, 2013 between Transporter and Shipper ("Precedent Agreement"), this 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 during the term of this Agreement, Transporter shall have the right to terminate this Agreement upon thirty (30) days written notice.

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

16.2 Shipper or its Guarantor shall be considered creditworthy if Shipper or Guarantor's (i) senior unsecured debt is rated no lower than BBB by Standard & Poor's ("S&P") and Baa2 by Moody's Investor Service ("Moody's") ("Credit Ratings") (in the event of a split rating from S&P and Moody's, the lower rating will be used); and (ii) the sum of reservation fees, estimated commodity fees and any other associated fees and charges for the contract term is less than 15 percent of Shipper's or Guarantor's tangible net worth. For the purposes of this Section, 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. If Shipper does not establish creditworthiness in accordance with the provisions above, Shipper must furnish satisfactory credit assurance as provided below:

16.2.1 If Shipper or Guarantor at any time after July 31, 2014 and before the end of the sixth (6th) year following the Commencement Date for Train 1 fails to meet the definition of creditworthiness as defined above in Section 16.2, upon Transporter's request, Shipper shall provide credit support in an amount equal to twelve (12) months of reservation charges by means of either: (i) an advance deposit; (ii) an irrevocable standby letter of credit substantially in the form as set forth in Exhibit D of the Precedent Agreement and reasonably acceptable to Transporter and from a bank reasonably acceptable to Transporter with a senior unsecured debt rating of A+ from S&P and A1 from Moody's, at Shipper's option; or (iii) a Guaranty substantially in the form as set forth in Exhibit C of the Precedent Agreement and reasonably acceptable to Transporter, from a Guarantor that satisfies the creditworthiness standards set forth above in Section 16.2.

16.2.2 If Shipper or Guarantor at any time after the end of the sixth (6th) year following the Commencement Date for Train 1 fails to meet the definition of creditworthiness as defined above in Section 16.2, upon Transporter's request, Shipper shall provide credit support as set forth above in Section 16.2.1; provided, however, that the credit support shall be in an amount equal to eight (8) months of reservations charges and, if subsection 16.2.1 above has already been triggered and remains in effect, the amount of any credit support will be reduced from the amount provided under subsection 16.2.1 to an amount equal to eight (8) months of reservation charges accordingly.

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

MC GLOBAL GAS CORPORATION

BY: _____

TITLE: _____

DATE: _____

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

EXHIBIT A
AMENDMENT NO. 0
TO GAS TRANSPORTATION AGREEMENT
DATED _____
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND

MC GLOBAL GAS CORPORATION

Amendment Effective Date: ~~August 1, 2018~~_____

Service Package: 326294-FTATGP

Service Package TQ: 600,000 Dth

Beginning Date	Ending Date	TQ
<u>08/01/2018</u>	<u>09/30/2018</u>	<u>200,000</u>
<u>10/01/2018</u>	<u>12/31/2018</u>	<u>400,000</u>
<u>01/01/2019</u>	<u>09/30/2028</u>	<u>600,000</u>

<u>BEGINNING DATE</u>	<u>END 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>08/01/2018</u>	<u>09/30/2018</u>	<u>420867</u>	<u>ZONE 4 200 LEG POOL</u>	<u>TENNESSEE GAS PIPELINE</u>	<u>MERCER</u>	<u>PA</u>	<u>04</u>	<u>R</u>	<u>200</u>	<u>100000</u>
<u>08/01/2018</u>	<u>09/30/2018</u>	<u>450262</u>	<u>PEMEXGPL/TG P REC NORTH HIDALGO</u>	<u>PEMEX GAS PIPELINE</u>	<u>HIDALGO</u>	<u>TX</u>	<u>00</u>	<u>R</u>	<u>100</u>	<u>100000</u>
<u>08/01/2018</u>	<u>09/30/2018</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>200000</u>

<u>10/01/2018</u>	<u>12/31/2018</u>	<u>49446</u>	<u>BANKEN RD @ HWY 27 DEQUINCY</u>	<u>CAMERON INTERSTATE</u>	<u>CALCASIEU</u>	<u>LA</u>	<u>L</u>	<u>D</u>	<u>800</u>	<u>400000</u>
<u>10/01/2018</u>	<u>12/31/2018</u>	<u>450262</u>	<u>PEMEXGPL/TG P REC NORTH HIDALGO</u>	<u>PEMEX GAS PIPELINE</u>	<u>HIDALGO</u>	<u>TX</u>	<u>00</u>	<u>R</u>	<u>100</u>	<u>175000</u>
<u>10/01/2018</u>	<u>12/31/2018</u>	<u>420867</u>	<u>ZONE 4 200 LEG POOL</u>	<u>TENNESSEE GAS PIPELINE</u>	<u>MERCER</u>	<u>PA</u>	<u>04</u>	<u>R</u>	<u>200</u>	<u>100000</u>
<u>10/01/2018</u>	<u>12/31/2018</u>	<u>412762</u>	<u>TEX GAS/TGP ISOLA ROAD RIP 843B 101</u>	<u>TEXAS GAS TRNSM. LLC</u>	<u>HUMPHREYS</u>	<u>MS</u>	<u>01</u>	<u>R</u>	<u>800</u>	<u>125000</u>
<u>01/01/2019</u>	<u>09/30/2028</u>	<u>412762</u>	<u>TEX GAS/TGP ISOLA ROAD RIP 843B 101</u>	<u>TEXAS GAS TRNSM. LLC</u>	<u>HUMPHREYS</u>	<u>MS</u>	<u>01</u>	<u>R</u>	<u>800</u>	<u>250000</u>
<u>01/01/2019</u>	<u>09/30/2028</u>	<u>420867</u>	<u>ZONE 4 200 LEG POOL</u>	<u>TENNESSEE GAS PIPELINE</u>	<u>MERCER</u>	<u>PA</u>	<u>04</u>	<u>R</u>	<u>200</u>	<u>100000</u>
<u>01/01/2019</u>	<u>09/30/2028</u>	<u>450262</u>	<u>PEMEXGPL/TG P REC NORTH HIDALGO</u>	<u>PEMEX GAS PIPELINE</u>	<u>HIDALGO</u>	<u>TX</u>	<u>00</u>	<u>R</u>	<u>100</u>	<u>250000</u>
<u>01/01/2019</u>	<u>09/30/2028</u>	<u>49446</u>	<u>BANKEN RD @ HWY 27 DEQUINCY</u>	<u>CAMERON INTERSTATE</u>	<u>CALCASIEU</u>	<u>LA</u>	<u>L</u>	<u>D</u>	<u>800</u>	<u>600000</u>

Total Receipt TQ: 600,000

Total Delivery TQ: 600,000

Number of Receipt Points: 3

Number of Delivery Points: 1

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

(a) Extension Right—Shipper shall have the right to extend the Primary Term of this Agreement for a term of two (2) consecutive five (5) year periods (each an “Extended Term”); provided, that in order to exercise this Extension Right, Shipper must provide written notice to Transporter of such extension request at least one (1) year prior to the expiration of the Primary Term or Extended Term, as applicable. The rate during any Extended Term hereunder shall be, in addition to the applicable Fuel and Loss Retention Percentage, Electric Power Cost Rate, and all applicable surcharges, a negotiated rate equal to the lower of: (i) the fixed negotiated rate in effect during the Primary Term of the Agreement as approved by FERC and as described in the negotiated rate letter agreement associated with this Agreement; or (ii) the weighted average of the then-effective maximum rate(s) in Transporter’s Tariff applicable to service under the Agreement for the transportation paths specified in Exhibit A.

(b) Rollover Right—As an alternative to the Extension Right in Section 12.1(a) above, Shipper may make a one-time election to reduce its TQ by up to fifty percent (50%) and extend the reduced TQ for two consecutive five (5) year periods (each an “Extended Term”); provided, that in order to exercise this Rollover Right, Shipper must provide written notice to Transporter of such extension request at least one (1) year prior to the expiration of the Primary Term or Extended Term, as applicable; provided further, that if Shipper elects to exercise its Rollover Right herein, the TQ for any individual path shall not exceed the original TQ for that path as contracted in the Primary Term unless Transporter and Shipper mutually agree otherwise. The negotiated rate during any Extended Term hereunder shall be, in addition to the applicable Fuel and Loss Retention Percentage, Electric Power Cost Rate, and all applicable surcharges, the weighted average of the then-effective maximum rate(s) in Transporter’s Tariff applicable to service under the Agreement for the transportation paths specified in Exhibit A.

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

DATE SEPTEMBER 7, 2017

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

AND

MC Global Gas Corporation

REVENUE REDUCTION OPTION PROVISIONS

SERVICE PACKAGE:

326294-FTATGP

OPTION PERIOD(S)

Thirty (30) days prior to the fifteenth (15th) anniversary of the Commencement Date for Train 1.

OPTION DESCRIPTION:

Shipper shall have a one-time option to reduce the TQ to zero beginning the twenty-first (21st) year of this Gas Transportation Agreement.. If this option is exercised, the Primary Term of this Gas Transportation Agreement will end upon the date that is twenty (20) years from the Commencement Date for Train 1, with the notice date to exercise the Extension Right or Rollover Right provided for in Exhibit A calculated from this date.

OPTION CONSIDERATION

Fixed Revenue that would have been collected by Transporter for the period until the expiration of twenty (20) years from the Commencement Date of Train 3 if the Revenue Reduction Option had not been exercised will be equally distributed across the remaining Primary Term (in whole months) of the Service Package. Fixed Revenue is equal to the number of whole months between the end of twenty (20) years from the Commencement Date for Train 1 and end of the Primary Term multiplied by the Fixed Negotiated Reservation Rate multiplied by TQ provided for on Exhibit A; provided, however, that for any partial month fixed revenue shall be calculated for those days and added to the Fixed Revenue. The Fixed Negotiated Monthly Reservation Rate under the Negotiated Rate Agreement will be adjusted to recover those fixed revenues.

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

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



MC GLOBAL GAS CORPORATION

Date: September 7, 2017

Page 2

Contract number: 326294-FTATGP Amendment number: 1

Amendment effective date: September 7, 2017

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

zpJ SV 
Agent and Attorney-in-Fact

MC GLOBAL GAS CORPORATION

BY:

TITLE: ?yesl J.e..n:\:

DATE: SC.r.r<.m b (1-o f 1

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

EXHIBIT A
AMENDMENT NO. 0
TO GAS TRANSPORTATION
AGREEMENT DATED August 1, 2018
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
MCGLOBAL GAS CORPORATION

Amendment Effective Date: August 1, 2018

Service Package: 326294-FTATGP

Service Package TQ: 600,000 Dth

<u>Beginning Date</u>	<u>Ending Date</u>	<u>TQ</u>
<u>08/01/2018</u>	<u>09/30/2018</u>	<u>200000</u>
<u>10/01/2018</u>	<u>12/31/2018</u>	<u>400000</u>
<u>01/01/2019</u>	<u>09/30/2028</u>	<u>600000</u>

<u>BEGINNING DATE</u>	<u>END 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>08/01/2018</u>	<u>09/30/2018</u>	<u>420867</u>	<u>ZONE 4 200 LEG POOL</u>	<u>TENNESSEE GAS PIPELINE</u>	<u>MERCER</u>	<u>PA</u>	<u>04</u>	<u>R</u>	<u>200</u>	<u>100000</u>
<u>08/01/2018</u>	<u>09/30/2018</u>	<u>450262</u>	<u>PEMEXGPL/TG P REC NORTH HIDALGO</u>	<u>PEMEX GAS PIPELINE</u>	<u>HIDALGO</u>	<u>TX</u>	<u>00</u>	<u>R</u>	<u>100</u>	<u>100000</u>
<u>08/01/2018</u>	<u>09/30/2018</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>200000</u>
<u>10/01/2018</u>	<u>12/31/2018</u>	<u>49446</u>	<u>BANKEN RD @ HWY 27 DEQUINCY</u>	<u>CAMERON INTERSTATE</u>	<u>CALCASIEU</u>	<u>LA</u>	<u>L</u>	<u>D</u>	<u>800</u>	<u>400000</u>

<u>10/01/2018</u>	<u>12/31/2018</u>	<u>450262</u>	<u>PEMEXGPL/TG</u> <u>P REC NORTH</u> <u>HIDALGO</u>	<u>PEMEX GAS PIPELINE</u>	<u>HIDALGO</u>	<u>TX</u>	<u>00</u>	<u>R</u>	<u>100</u>	<u>175000</u>
<u>10/01/2018</u>	<u>12/31/2018</u>	<u>420867</u>	<u>ZONE 4 200</u> <u>LEG POOL</u>	<u>TENNESSEE GAS</u> <u>PIPELINE</u>	<u>MERCER</u>	<u>PA</u>	<u>04</u>	<u>R</u>	<u>200</u>	<u>100000</u>
<u>10/01/2018</u>	<u>12/31/2018</u>	<u>412762</u>	<u>TEX GAS/TGP</u> <u>ISOLA ROAD</u> <u>RIP 843B 101</u>	<u>TEXAS GAS TRNSM.</u> <u>LLC</u>	<u>HUMPHREYS</u>	<u>MS</u>	<u>01</u>	<u>R</u>	<u>800</u>	<u>125000</u>
<u>01/01/2019</u>	<u>09/30/2028</u>	<u>412762</u>	<u>TEX GAS/TGP</u> <u>ISOLA ROAD</u> <u>RIP 843B 101</u>	<u>TEXAS GAS TRNSM.</u> <u>LLC</u>	<u>HUMPHREYS</u>	<u>MS</u>	<u>01</u>	<u>R</u>	<u>800</u>	<u>250000</u>
<u>01/01/2019</u>	<u>09/30/2028</u>	<u>420867</u>	<u>ZONE 4 200</u> <u>LEG POOL</u>	<u>TENNESSEE GAS</u> <u>PIPELINE</u>	<u>MERCER</u>	<u>PA</u>	<u>04</u>	<u>R</u>	<u>200</u>	<u>100000</u>
<u>01/01/2019</u>	<u>09/30/2028</u>	<u>450262</u>	<u>PEMEXGPL/TG</u> <u>P REC NORTH</u> <u>HIDALGO</u>	<u>PEMEX GAS PIPELINE</u>	<u>HIDALGO</u>	<u>TX</u>	<u>00</u>	<u>R</u>	<u>100</u>	<u>250000</u>
<u>01/01/2019</u>	<u>09/30/2028</u>	<u>49446</u>	<u>BANKEN RD @</u> <u>HWY 27</u> <u>DEQUINCY</u>	<u>CAMERON</u> <u>INTERSTATE</u>	<u>CALCASIEU</u>	<u>LA</u>	<u>L</u>	<u>D</u>	<u>800</u>	<u>600000</u>

Total Receipt TQ 600,000

Total Delivery TQ 600,000

NUMBER OF RECEIPT POINTS: 3

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:

(a) Extension Right—Shipper shall have the right to extend the Primary Term of this Agreement for a term of two (2) consecutive five (5) year periods (each an “Extended Term”); provided, that in order to exercise this Extension Right, Shipper must provide written notice to Transporter of such extension request at least one (1) year prior to the expiration of the Primary Term or Extended Term, as applicable. The rate during any Extended Term hereunder shall be, in addition to the applicable Fuel and Loss Retention Percentage, Electric Power Cost Rate, and all applicable surcharges, a negotiated rate equal to the lower of: (i) the fixed negotiated rate in effect during the Primary Term of the Agreement as approved by FERC and as described in the negotiated rate letter agreement associated with this Agreement; or (ii) the weighted average of the then-effective maximum rate(s) in Transporter’s Tariff applicable to service under the Agreement for the transportation paths specified in Exhibit A.

(b) Rollover Right—As an alternative to the Extension Right in Section 12.1(a) above, Shipper may make a one-time election to reduce its TQ by up to fifty percent (50%) and extend the reduced TQ for two consecutive five (5) year periods (each an “Extended Term”); provided, that in order to exercise this Rollover Right, Shipper must provide written notice to Transporter of such extension request at least one (1) year prior to the expiration of the Primary Term or Extended Term, as applicable; provided further, that if Shipper elects to exercise its Rollover Right herein, the TQ for any individual path shall not exceed the original TQ for that path as contracted in the Primary Term unless Transporter and Shipper mutually agree otherwise. The negotiated rate during any Extended Term hereunder shall be, in addition to the applicable Fuel and Loss Retention Percentage, Electric Power Cost Rate, and all applicable surcharges, the weighted average of the then-effective maximum rate(s) in Transporter’s Tariff applicable to service under the Agreement for the transportation paths specified in Exhibit A.

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