



October 19, 2018

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

Re: Tennessee Gas Pipeline Company, L.L.C.  
Negotiated Rate and Non-Conforming Agreement Filing  
Service Package No. 330904  
Docket Nos. RP19-\_\_\_\_-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Regulations of the Federal Energy Regulatory Commission (“Commission”), 18 C.F.R. Part 154, Tennessee Gas Pipeline Company, L.L.C. (“Tennessee”) hereby tenders for filing 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”), and (ii) a copy of the Gas Transportation Agreement dated August 28, 2018 and the Negotiated Rate Agreement dated August 10, 2018 (collectively, the “Agreements”), with Bay State Gas Company d/b/a Columbia Gas of Massachusetts (“CMA”),<sup>1</sup> Service Package Number 330904, 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. The proposed Tariff records are listed on Appendix A.

Tennessee respectfully requests that the Commission issue an order accepting the Agreements and related Tariff records listed in Appendix A to become effective on November 1, 2018.

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<sup>1</sup> The legal entity is Bay State Gas Company (“Bay State”). Bay State Gas Company d/b/a Columbia Gas of Massachusetts is a trade name used by Bay State for branding purposes.

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

### **Background**

From May 23, 2017 to June 30, 2017, Tennessee held a binding open season pursuant to Article XXVI, Section 5 of the General Terms and Conditions (“GT&C”) of its Tariff, offering firm transportation capacity with receipts from its interconnections with (1) Maritimes & Northeast Pipeline, L.L.C.'s and Portland Natural Gas Transmission System's Joint Facilities in Dracut, Massachusetts or (2) other mutually agreeable receipt points in Zone 6 to delivery points located on Tennessee's 200 Line in Zone 6 and Zone 5 (the "Open Season"). In the Open Season posting, Tennessee indicated that firm capacity awarded pursuant to the Open Season may be made available through (1) the installation of new compression and/or pipeline facilities; (2) the use of capacity reserved pursuant to Article XXVI, Section 5.8 of the GT&C of Tennessee's Tariff; or (3) the installation of appurtenant facilities and modifications, as may be required to meet the specific needs of the shippers. Tennessee also noted that the commencement date of service for the firm capacity awarded pursuant to the Open Season was anticipated to be November 1, 2018, depending upon the capacity being utilized and the facilities required to meet the shippers' requests. Further, Tennessee offered Foundation Shipper status to any shipper executing a twenty-year binding agreement on or prior to the start date of the Open Season and noted that it had executed binding agreements for a twenty-year (20) term with multiple Foundation Shippers for a portion of the firm capacity.<sup>2</sup> Tennessee also offered Anchor Shipper status to any shipper submitting a qualifying binding bid by the close of the Open Season, with benefits including a right to extend the gas transportation agreement at the end of the twenty-year primary term and other mutually acceptable provisions to be negotiated on a not unduly discriminatory basis.

Prior to the close of the Open Season, Tennessee executed a binding precedent agreement with CMA for up to 96,400 dekatherms per day (“Dth/d”) of firm transportation capacity for a 20-year primary term.<sup>3</sup> On July 19, 2017, Tennessee posted the results of the Open Season stating that it had awarded 256,868 Dth/d of firm transportation capacity in response to bids received in the Open Season. Tennessee stated that the majority of the firm capacity awarded pursuant to the Open Season would be served utilizing capacity reserved pursuant to Article XXVI, Section 5.8 of the GT&C of Tennessee’s Tariff and that Tennessee anticipated installation of certain facilities located within or near its existing geographic

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<sup>2</sup> These binding agreements were considered qualifying binding bids in the Open Season. Tennessee entered into firm transportation agreements with the following Foundation Shippers: The Narragansett Electric Company d/b/a National Grid, NStar Gas Company d/b/a Eversource Energy, The Berkshire Gas Company, Niagara Mohawk Power Corporation d/b/a National Grid and Boston Gas Company d/b/a National Grid. Tennessee will provide service to these Foundation Shippers using existing reserved transportation capacity under maximum recourse rate agreements.

<sup>3</sup> In addition to CMA, the City of Holyoke Gas & Electric Department (“Holyoke”) submitted a bid in response to the Open Season and executed a firm gas transportation agreement with Tennessee for up to 5,000 Dth/d of firm transportation capacity for a 20-year primary term. Both CMA and Holyoke qualified as Anchor Shippers pursuant to the terms of the Open Season.

footprint to support a portion of the firm capacity.<sup>4</sup>

As discussed above, CMA was awarded 96,400 Dth/d of firm capacity pursuant to the Open Season under a long term negotiated rate agreement, with (a) 50,000 Dth/d of firm service commencing on November 1, 2018 (the “2018 Commencement Date”), (b) an additional 6,000 Dth/d of firm service commencing on the later of (i) November 1, 2019, or (ii) the date on which Tennessee can render service to CMA (the “2019 Commencement Date”, and (c) an additional 40,400 Dth/d of firm service commencing on the later of (i) November 1, 2020, or (ii) the date on which Tennessee can render service to CMA (the “2020 Commencement Date”). Tennessee will provide the 50,000 Dth/d of firm service to CMA on the 2018 Commencement Date utilizing capacity reserved pursuant to Article XXVI, Section 5.8 of the GT&C of Tennessee’s Tariff. Further, Tennessee will provide the additional 6,000 Dth/d of firm service to CMA on the 2019 Commencement Date utilizing capacity reserved pursuant to Article XXVI, Section 5.8 of the GT&C of Tennessee’s Tariff, and subject to completion of construction of a new meter station to be constructed by Tennessee in Longmeadow, Massachusetts pursuant to its automatic authorization under the Commission's blanket certificate regulations and its blanket certificate. The last 40,400 Dth/d of firm service commencing on the 2020 Commencement Date will be provided once the Commission authorizes the construction and operation of the 261 Upgrade Projects facilities and those facilities are placed in-service.<sup>5</sup> As part of the overall commercial negotiations and for ease of contract administration (most notably nominations and scheduling), Tennessee and CMA agreed to enter into a single gas transportation agreement covering the various pieces of capacity awarded by Tennessee to CMA pursuant to the Open Season.

## **Instant Filing**

### **1. Negotiated Rate Agreement**

On August 30, 1996, in Docket No. RP96-312-000, the Commission approved, subject to conditions, Tennessee’s July 16, 1996 tariff filing authorizing Tennessee to charge negotiated rates for its transportation and storage services.<sup>6</sup> Tennessee made its negotiated rate filing pursuant to the Commission’s *Policy Statement*, which the Commission issued on January 31,

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<sup>4</sup> These facilities are required to provide firm service to Holyoke and a portion of the firm service to CMA. Contemporaneously with this filing, Tennessee is filing an abbreviated application pursuant to Sections 7(b) and 7(c) of the NGA, for a certificate of public convenience and necessity to construct, install, modify, operate and maintain certain pipeline and compression facilities and to abandon other facilities (the “261 Upgrade Projects”) that are necessary for Tennessee to provide firm service to Holyoke and CMA. Tennessee is including in that filing copies of the CMA as well as the Holyoke negotiated rate and non-conforming agreements. Tennessee is filing herein the CMA Agreements and anticipates filing the Holyoke negotiated and non-conforming agreements no later than thirty (30) days prior to the date the 261 Upgrade Projects facilities go into service.

<sup>5</sup> See fn 4.

<sup>6</sup> *Tenn. Gas Pipeline Co.*, 76 FERC ¶ 61,224, order on reh’g, 77 FERC ¶ 61,215 (1996).

1996, and modified on July 25, 2003.<sup>7</sup> Both the *Policy Statement* and the orders approving Tennessee's negotiated rate option require Tennessee, when implementing a negotiated rate contract, to file either the contract or tariff sheets identifying and describing the transaction.<sup>8</sup> The Commission has stated that pipelines' negotiated rate filings must disclose all consideration linked to the agreement.<sup>9</sup> As to the disclosure of consideration, the Commission stated, "in any pipeline filing of a negotiated rate agreement, any other agreement, understanding, negotiation or consideration linked to the agreement must be disclosed in the pipeline's filing."<sup>10</sup>

Tennessee submits for filing with the Commission the enclosed Agreements. The agreements reflect: (1) the exact legal name of CMA; (2) the total charges (rate and applicable surcharges) applicable to CMA; (3) the primary receipt and delivery points applicable to CMA; (4) the maximum volumes of gas to be transported by Tennessee on behalf of CMA; and (5) the applicable rate schedule for the transportation service to be provided to CMA.

The information set forth in the Agreements fully disclose the essential conditions involved in the negotiated rate transactions with CMA, 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 Gas Transportation Agreement contains the following deviations from Tennessee's pro forma Rate Schedule FT-A transportation service agreement. By way of background, 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.<sup>11</sup> Tennessee's description of the non-conforming provisions contained in the Gas Transportation Agreement are in comparison to Tennessee's revised Pro Forma Agreement (i.e. the post-December 17, 2017 or current pro forma service agreement) (the "Pro Forma Agreement").

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<sup>7</sup> *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,076 (1996); *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134 (2003) ("*Policy Statement*").

<sup>8</sup> *Tenn. Gas Pipeline Co.*, 77 FERC at 61,877; *Policy Statement*, 74 FERC at 61,241.

<sup>9</sup> *Columbia Gulf Transmission Co.*, 85 FERC ¶ 61,373 (1998).

<sup>10</sup> *Id.* at 62,424.

<sup>11</sup> *See* 161 FERC ¶ 61,236 (2017).

*(a) Permissible non-material deviations related to revisions to the pro forma service agreement*

The following deviations are the result of the parties executing the Gas Transportation Agreement based on a pre-December 1, 2017 pro forma service agreement:

- (1) The Gas Transportation Agreement contains non-conforming language in Section 2.2 to address the commencement date of service under the Gas Transportation Agreement.<sup>12</sup> The Pro Forma Agreement contains alternate or additional language in Sections 1.3 and 15.7 to address regulatory authorizations and commencement date language; however, the Gas Transportation Agreement includes this language in different sections of the agreement.
- (2) The Gas Transportation Agreement contains non-conforming language in Article IV to address the construction of facilities. Although the Pro Forma Agreement contains similar language in this same Article, which addresses when construction of facilities are required to provide service to a shipper, the Gas Transportation Agreement includes some additional minor language changes to the Pro Forma Agreement.
- (3) The Gas Transportation Agreement contains non-conforming language in Section 6.1 stating that the rates to be paid by CMA to Tennessee for transportation service will commence upon the “effective date” of the Gas Transportation Agreement, while the Pro Forma Agreement uses the term “Commencement Date”. Section 11.1 presents a similar issue. Section 11.1 states that CMA warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested “effective date” of service as opposed to the “Commencement Date” as stated in the Pro Forma Agreement.
- (4) The Gas Transportation Agreement contains non-conforming language in Section 12.1 stating that the firm transportation service to be provided under the agreement will commence on the 2018 Commencement Date (as defined in Section 2.2 of the Gas Transportation Agreement) and that the agreement will remain in effect until the expiration of twenty years following the 2018 Commencement Date (defined as the “Primary Term”) and on a month to month basis thereafter unless terminated by either party upon at least 30 days prior written notice to the other party. As discussed above, the Pro Forma Agreement provides Tennessee and a shipper with the flexibility to define the commencement date(s) 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, and also includes a fill-in-the-blank section permitting

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<sup>12</sup> See Background section of the instant filing.

Tennessee and a shipper to define the Primary Term by filling-in the information that is relevant to a specific agreement.

Finally, since the Gas Transportation Agreement was based on a pre-December 17, 2017 pro forma service agreement, the Gas Transportation Agreement contains other minor non-substantive clerical deviations. These deviations are “redlined” and appear in the introduction section, Sections 6.1, 6.3, 11.1, 12.2, 15.3, 15.4, Articles I, III, IV, V, VI, VII, VIII, X and XIII, the signature page, and Exhibit A of the Gas Transportation Agreement.

*(b) Other permissible material deviations*

- (1) The Gas Transportation Agreement contains non-conforming language in Article XVI to address the creditworthiness requirements applicable to CMA. Consistent with the Commission’s Policy Statement on Creditworthiness for Interstate Natural Gas Pipelines and Order Withdrawing Rulemaking Proceeding,<sup>13</sup> the Gas Transportation Agreement includes creditworthiness provisions that require CMA 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.<sup>14</sup> 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. Tennessee asserts that directly incorporating these provisions in the Gas Transportation Agreement, rather than referencing them to the precedent agreement, does not render the provisions impermissible material deviations.<sup>15</sup> By including these provisions directly into the service agreement, Tennessee eliminates the need to post the credit provisions as special details on its website pursuant to Sections 284.13(b)(1)(viii) and 284.13(b)(2)(vi) of the Commission’s regulations.<sup>16</sup>
- (2) Exhibit A of the Gas Transportation Agreement includes non-conforming language under the heading “Other Provisions”, providing CMA with a

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<sup>13</sup> 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).

<sup>14</sup> These creditworthiness provisions were originally included in the precedent agreement between Tennessee and CMA and are now included in the Gas Transportation Agreement.

<sup>15</sup> These provisions were needed for Tennessee to agree to make the investment in the facilities necessary for Tennessee to provide service to CMA pursuant to the Gas Transportation Agreement. As previously discussed, Tennessee will need to construct a new meter station pursuant to its automatic blanket authority in order to provide service commencing on the 2019 Commencement Date, as well as the 261 Upgrade Projects’ facilities pursuant to Sections 7(b) and 7(c) of the NGA, in order to provide service commencing on the 2020 Commencement Date.

<sup>16</sup> 161 FERC ¶ 61,236 (2017); *Texas Eastern Transmission, LP*, 132 FERC P 61,176 (2010).

contractual extension right.<sup>17</sup> The Commission, in a prior Tennessee proceeding, found that a contractual extension right granted before the agreement becomes effective, is not provided for by Article XXXVI of the GT&C of Tennessee's Tariff,<sup>18</sup> and therefore such provision is non-conforming in nature.<sup>19</sup> However, the Commission ultimately concluded the extension right permissible since these types of non-conforming provisions "may be necessary to reflect the unique circumstances involved with the construction of new infrastructure and to provide the needed security to ensure the viability of a project."<sup>20</sup> Exhibit A of the Gas Transportation Agreement also includes a contractual ROFR provision enabling CMA to extend the Gas Transportation Agreement beyond the Extended Term, in accordance with the procedures set forth in Article IV, Section 4.1 of the GT&C of Tennessee's Tariff. The Commission, in a prior Tennessee proceeding, found that such contractual ROFR provision is consistent with Article XXXVI of the GT&C of Tennessee's Tariff, and therefore such provision is a permissible conforming provision permitted by the Tariff.<sup>21</sup>

- (3) Exhibit A of the Gas Transportation Agreement also includes provisions under the heading "Other Provisions", requiring Tennessee to maintain minimum delivery pressures at two of CMA's primary delivery points under the Gas Transportation Agreement.<sup>22</sup> CMA requested these provisions in order to increase the reliability and efficiency of its distribution system, particularly in the winter season when capacity is often constrained in the northeast, and system pressures can be lower than pressures on an average day due to the substantial increases in weather-driven demand. The delivery pressure commitments set forth in Exhibit A of the

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<sup>17</sup> CMA has a one-time contractual right to extend the Primary Term of the Gas Transportation Agreement up to one hundred percent of the contract quantities for up to ten years ("Extended Term") at the lower of the negotiated rate in effect on the last day of the Primary Term or the applicable general system maximum recourse rate set forth in Tennessee's Tariff in effect on the last day of the Primary Term, subject to at least a twenty-four (24) months prior written notice to be provided by CMA to Tennessee prior to the end of the Primary Term.

<sup>18</sup> Article XXXVI of the GT&C of Tennessee's Tariff, permits Tennessee to negotiate contractual extension rights and right of first refusal ("ROFR") provisions 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.

<sup>19</sup> *Tenn. Gas Pipeline Co., L.L.C.* 161 FERC ¶ 61,265 at P 42 (2017).

<sup>20</sup> *Id.* at P 43

<sup>21</sup> *Id.* at P 41.

<sup>22</sup> The primary delivery points are the Lawrence meter (meter no. 420121) with a minimum delivery pressure commitment of 225 pounds per square inch, gauge ("psig") and the Agawam meter (meter no.400484) with a minimum delivery pressure commitment of 300 psig. As described in Exhibit A, the minimum pressure commitments are subject to certain operational conditions. Further, Exhibit A, consistent with Article XII, Section 5 of the GT&C of Tennessee's Tariff which provides for reservation charge credits due to Tennessee's inability to deliver gas from a primary receipt point to a primary delivery point, describes that the remedy for Tennessee's inability to maintain the pressure commitments at the two delivery points is limited to reservation charge credits. This provision is a reaffirmation of the Tariff provision in Article XII, Section 5 of the GT&C and is consistent with other filings discussing the applicability of reservation charge credits in negotiated rate agreements. *See e.g. Millennium Pipeline Co., L.L.C.*, Docket No. RP15-1168-000 (Aug. 21, 2015); *Columbia Gas Transmission, LLC*, 150 FERC ¶ 61,019 at P. 16 (2015).

Gas Transportation Agreement are consistent with Articles X and XXXVI of the GT&C of Tennessee's Tariff<sup>23</sup> and with Commission precedent.<sup>24</sup> Although Tennessee does not believe that the minimum pressure commitment described herein is a non-conforming provision, Tennessee is nevertheless highlighting the provision for the Commission's review.

Tennessee submits that the terms described above do not affect the substantive rights of CMA or the quality of service offered to CMA or other shippers under Tennessee's Tariff, nor do they constitute a substantial risk of undue discrimination against other shippers.

### 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 Gas Transportation Agreement conforms in all material respects with Tennessee's Pro Forma Agreement. Tennessee believes that 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.

As such, Tennessee respectfully requests that the Commission approve the Agreements and related Tariff records listed in Appendix A to become effective on November 1, 2018. If the Commission deems it premature to rule on the non-conforming provisions of the Gas Transportation Agreement related to service to be provided by Tennessee using the 261 Upgrade Projects facilities, as proposed by Tennessee in the abbreviated certificate application, pursuant to Sections 7(b) and 7(c) of the NGA, filed contemporaneously with the instant filing, Tennessee respectfully requests that the Commission accept the Agreements and related Tariff records listed in Appendix A to become effective on November 1, 2018, and approve only the relevant non-conforming provisions of the Agreements related to the service to be provided to CMA beginning on the 2018 Commencement Date and on the 2019 Commencement Date.<sup>25</sup>

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<sup>23</sup> Article X, Section 1 of the GT&C of Tennessee's Tariff, provides that Tennessee will make deliveries at shipper's designated delivery points as nearly as practicable at Tennessee's line pressure and permits Tennessee to state the minimum pressure in the transportation agreement. Article XXXVI of the GT&C of Tennessee's Tariff references Article X of the GT&C as a Tariff permitted provision in the gas transportation agreement.

<sup>24</sup> *Tenn. Gas Pipeline Co., order granting clarification and reh'g*, 137 FERC ¶ 61,125, at P 10 (2011), finding that Tennessee's Tariff allows Tennessee to negotiate the pressure at which it delivers gas to its shippers.

<sup>25</sup> Tennessee submits that except for the delivery pressure commitment at the Agawam delivery point described in Exhibit A of the Gas Transportation Agreement, all other non-conforming provisions described in the instant filing are related to the service to be provided to CMA commencing on the 2018 Commencement Date and/or on the 2019 Commencement Date. If the Commission decides not to rule on the non-conforming provisions of the Gas Transportation Agreement related to service to be provided by Tennessee using the Line 261 Upgrade Projects facilities, Tennessee will make any necessary filings with the Commission to implement those provisions at least 30 days prior to the in-service of the 261 Upgrade Projects facilities.



## **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; and
- (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. A paper copy of this filing may only be served if a customer has been granted waiver of electronic service pursuant to 18 C.F.R. Part 390 of the Commission's regulations. In addition, an electronic copy of this filing is available for public inspection during regular business hours in Tennessee's office at 1001 Louisiana Street, Suite 1000, Houston, Texas 77002.

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

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

\* Jacquelyne Rocan  
Assistant General Counsel  
Tennessee Gas Pipeline Company, L.L.C.  
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\* Carlos Oblitas  
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\* Persons designated for service in accordance with Rule 2010 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.2010. Additionally, service via email is requested in lieu of paper copies.

**Effective Date and Waiver**

Tennessee respectfully requests all waivers that may be necessary, including waiver of Sections 154.1(c)<sup>26</sup> and 154.207<sup>27</sup> of the Commission's regulations, for the Commission to accept the Agreements and related Tariff records listed in Appendix A to become effective on November 1, 2018. If the Commission deems it premature to rule on the non-conforming provisions of the Gas Transportation Agreement related to service to be provided by Tennessee using the 261 Upgrade Projects facilities, Tennessee respectfully requests that the Commission accept the Agreements and related Tariff records listed in Appendix A to become effective on November 1, 2018, and approve only the relevant non-conforming provisions of the Agreements related to the service to be provided to CMA beginning on the 2018 Commencement Date and on the 2019 Commencement Date.<sup>28</sup>

Pursuant to Section 154.7(a)(9) of the Commission's regulations, Tennessee hereby moves to place the revised Tariff records into effect on the requested effective date.

Any questions regarding this filing may be directed to the undersigned at (713) 420-5771

Respectfully submitted,

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

By:     /s/    Carlos Oblitas      
Carlos J. Oblitas  
Director, Rates and Regulatory Affairs

Enclosures

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<sup>26</sup> Section 154.1(c) of the Commission's regulations, provides that no natural gas company may file under Part 154, Subpart A of the Commission's regulations, any new or changed rate schedule or contract for the performance of service for which a certificate of public convenience and necessity or certificate amendment must be obtained pursuant to Section 7(c) of the NGA until such certificate has been issued.

<sup>27</sup> Section 154.207 of the Commission's regulations, provides that all proposed changes in tariffs, contracts, or any parts thereof must be filed with the Commission and posted not less than 30 days nor more than 60 days prior to the proposed effective date, unless a waiver of the time periods is granted by the Commission.

<sup>28</sup> See fn 25.

**APPENDIX A**

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

**Bay State Gas Company d/b/a Columbia Gas of Massachusetts SP330904  
Negotiated Rate and Non-Conforming Agreement Filing**

Issued: October 19, 2018

Effective: November 1, 2018

**FERC Gas Tariff  
First Revised Volume No. 1  
Tariff Sections**

| <b>Description</b>                | <b>Title</b> | <b>Version</b> |
|-----------------------------------|--------------|----------------|
| 1. Seventh Revised Sheet No. 396B |              | 7.0.0          |

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

| <b>Description</b>    | <b>Title</b>   | <b>Version</b> |
|-----------------------|--|----------------|
| 1. Table of Contents  | Table of Contents  | 61.0.0         |
| 4.33 Gas Trans Agmt   | Bay State Gas Company d/b/a Columbia Gas<br>of Mass SP330904 | 0.0.0          |
| 4.33.1 Gas Trans Agmt | Exhibit A  | 0.0.0          |
| 4.33.2 Gas Trans Agmt | Negotiated Rate Agreement                                    | 0.0.0          |

# **CLEAN 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
48. Antero Resources Corporation, FT-A Gas Transportation Agreement dated February 24, 2016 – Broad Run Expansion Project SP315617
49. Bay State Gas Company d/b/a Columbia Gas of Massachusetts, FT-A Gas Transportation Agreement dated August 28, 2018 SP330904

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  - 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 Gas Transportation Agreement – BKV Operating, LLC SP338105
  - 2.13.1 Exhibit A
  - 2.13.2 Negotiated Rate Agreement
- 2.14 Gas Transportation Agreement – NextEra Energy Marketing, LLC SP338828
  - 2.14.1 Exhibit A
  - 2.14.2 Negotiated Rate Agreement
- 2.15 Gas Transportation Agreement – NextEra Energy Marketing, LLC SP324013
  - 2.15.1 Exhibit A
  - 2.15.2 Negotiated Rate Agreement
- 2.16 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
- 4.32 Gas Transportation Agreement – Antero Resources Corporation SP315617 – Broad Run Expansion Project
  - 4.32.1 Exhibit A
  - 4.32.2 Negotiated Rate Agreement
  - 4.32.3 Amendment to Gas Transportation Agreement
- 4.33 Gas Transportation Agreement – Bay State Company d/b/a Columbia Gas of Massachusetts SP330904
  - 4.33.1 Exhibit A
  - 4.33.2 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: | November 1, 2018  |
| Tariff Record Title:                   | 0.0.0, 4.33, Gas Trans Agmt,<br>Bay State Gas Company d/b/a Columbia Gas of<br>Massachusetts SP330904 |
| Option Code:                           | A   |

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

THIS AGREEMENT is made and entered into as of the 28 day of August 2018, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and Bay State Gas Company d/b/a Columbia Gas of Massachusetts a Massachusetts Company, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

WHEREAS, Shipper and Transporter entered into a Precedent Agreement dated June 29, 2017 (the "Precedent Agreement"), pursuant to which Transporter agreed to (i) to provide Shipper certain firm transportation service, and (ii) to construct and operate any facilities necessary to provide such firm transportation service;

WHEREAS, Transporter has designed modifications to the its pipeline system in Zone 6 to provide: (1) up to 96,400 dekatherms of natural gas per day ("**Dth/d**") of firm transportation service ("**Bay State Capacity**") from Transporter's existing Dracut receipt point (Meter No. 412538), located on Transporter's 200 Line in Zone 6 in Middlesex County, Massachusetts to Transporter's Agawam (Meter No. 400484), and East Longmeadow (Meter No. 420193) delivery points, and a new West Longmeadow delivery point, located on Transporter's 200 Line in Zone 6 in Hampden County, Massachusetts and Transporter's Lawrence (Meter No. 420121) delivery point located on Transporter's 200 Line in Zone 6 in Essex County, Massachusetts; and

WHEREAS, to implement the TQ increases provide part of the Bay State Capacity, Transporter proposes to construct certain facilities as set forth in the Precedent Agreement.

ARTICLE I - DEFINITIONS

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

ARTICLE II - TRANSPORTATION

- 2.1 TRANSPORTATION SERVICE - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.
- 2.2 COMMENCEMENT OF SERVICE - Transporter will notify Shipper, in writing, of the date on which Transporter will be ready to commence transportation service under this Agreement (the "Commencement Date"). The Commencement Date shall be on:
  - a) November 1, 2018 for 50,000 Dth/d of service to Agawam (18,300 Dth/d), Lawrence (22,000 Dth/d) and East Longmeadow (9,700 Dth/d) ("2018 Commencement Date");
  - b) The later of (i) November 1, 2019 for 6,000 Dth/d of service to the new West Longmeadow meter (6,000 Dth/d), or (ii) the date on which Transporter is able to render service to the Shipper using the Facilities ("2019 Commencement Date"); and

- c) The later of (i) November 1, 2020 for an additional 40,400 Dth/d of service to Agawam (40,400 Dth/d), or (ii) the date on which Transporter is able to render service to the Shipper using the Facilities ("2020 Commencement Date").

#### ARTICLE III - POINT(S) OF RECEIPT AND DELIVERY

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

#### ARTICLE IV

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

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

- 6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.
- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

#### ARTICLE VII - BILLINGS AND PAYMENTS

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

#### ARTICLE VIII - GENERAL TERMS AND CONDITIONS

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

#### ARTICLE IX - REGULATION

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

#### ARTICLE X - RESPONSIBILITY DURING TRANSPORTATION

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

#### ARTICLE XI - WARRANTIES

- 11.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place 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 attorney's 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 first above-written. Firm transportation service hereunder shall commence on the 2018 Commencement Date, and shall remain in force and effect, unless modified as per Exhibit B, until the expiration of twenty (20) years following the 2018 Commencement Date ("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:  
NOTICES: Bay State Gas Company d/b/a Columbia Gas of Massachusetts  
290 W. Nationwide Blvd.  
Columbus, OH 43215  
Attention: Michael D. Anderson

BILLING: 290 W. Nationwide Blvd.  
Columbus, OH 43215  
Attention: Michael D. Anderson

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

- 16.1 In exchange for Transporter's execution of this Agreement, the Negotiated Rate Agreement and any other 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 the credit assurance provisions of this Agreement throughout the term of this Agreement, and such provisions of the Negotiated Rate Agreement and any other related agreements as may be in effect from time to time.
- 16.2 Shipper shall be deemed creditworthy if: (i) Shipper's senior unsecured debt or Corporate Credit Rating is at least BBB- by Standard & Poor's Corporation ("S&P") (outlook stable) and at least Baa3 (outlook stable) by Moody's Investor Service ("Moody's") or equivalent rating from a nationally recognized statistical rating organization, registered with the Securities and Exchange Commission, and acceptable to Transporter; provided, however, that if Shipper is only rated by one agency, then only that rating shall be considered ("Credit Ratings"). For the purpose of this section 16.2, in the event of a split rating the lower rating applies.
- 16.3 If, at any time, Shipper does not meet the creditworthy provisions of Section 16.2, then Shipper shall provide to Transporter credit assurance in the form of either a guaranty from a guarantor which meets the creditworthiness standards in Section 16.2, and in a form reasonably acceptable to Transporter, a letter of credit from an institution acceptable to Transporter and in a form reasonably acceptable to Transporter, or a cash security deposit, as follows: (i) during the first (10) years of the Primary Term, an amount equal to twenty-four (24) months of reservation charges, (ii) at the beginning of year eleven (11) and until the end of the Primary Term, an amount equal to twelve (12) months of reservation charges. At end of the Primary Term and all subsequent extension periods, credit assurance (if any) shall then be based on GT&C Article XXVI, Section 4.5 of the General Terms & Conditions of Transporter's Tariff.
- 16.4 The credit assurance provided to Transporter in this Section 16 shall continue in effect until the earlier of (i) Shipper satisfies the Credit Rating standards, (ii) the execution of a credit agreement to replace this provision, or (iii) the end of the Primary Term, and full payment of all undisputed balances and charges and resolution of





EXHIBIT A  
 AMENDMENT NO. 0  
 TO GAS TRANSPORTATION AGREEMENT  
 DATED November 1, 2018  
 BETWEEN  
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.  
 AND  
 COLUMBIA GAS OF MASSACHUSETTS

Amendment Effective Date: November 1, 2018

Service Package: \_\_\_\_\_

Service Package TQ: 96,400\_Dth

| Beginning Date | Ending Date | TQ     |
|----------------|-------------|--------|
| 11/1/18        | 10/31/19    | 50,000 |
| 11/1/19        | 10/31/20    | 56,000 |
| 11/1/20        | 10/31/38    | 96,400 |

| BEGINNING DATE | ENDING DATE | METER  | METER NAME      | INTERCONNECT PARTY NAME | COUNTY    | ST    | ZONE | R/D | LEG | METER-TQ |
|----------------|-------------|--------|-----------------|-------------------------|-----------|-------|------|-----|-----|----------|
| Beginning Date | Ending Date | Meter  | Meter Name      | Interconnect Party Name | County    | State | Zone | R/D | Leg | Meter-TQ |
| 11/1/18        | 10/31/19    | 412538 | Dracut          | Maritimes               | Middlesex | MA    | 6    | R   | 200 | 28,000   |
| 11/1/18        | 10/31/19    | 412510 | Haverhill       | Maritimes               | Essex     | MA    | 6    | R   | 200 | 22,000   |
| 11/1/18        | 10/31/19    | 400484 | Agawam          | CMA                     | Hampden   | MA    | 6    | D   | 200 | 18,300   |
| 11/1/18        | 10/31/19    | 420121 | Lawrence        | CMA                     | Essex     | MA    | 6    | D   | 200 | 22,000   |
| 11/1/18        | 10/31/19    | 420193 | East Longmeadow | CMA                     | Hampden   | MA    | 6    | D   | 200 | 9,700    |

Total Receipt TQ: 50,000  
 Total Delivery TQ: 50,000

Number of Receipt Points: 2  
 Number of Delivery Points: 3

| Beginning Date | Ending Date | Meter  | Meter Name      | Interconnect Party Name | County    | State | Zone | R/D | Leg | Meter-TQ |
|----------------|-------------|--------|-----------------|-------------------------|-----------|-------|------|-----|-----|----------|
| 11/1/19        | 10/31/20    | 412538 | Dracut          | Maritimes               | Middlesex | MA    | 6    | R   | 200 | 34,000   |
| 11/1/19        | 10/31/20    | 412510 | Haverhill       | Maritimes               | Essex     | MA    | 6    | R   | 200 | 22,000   |
| 11/1/19        | 10/31/20    | 400484 | Agawam          | CMA                     | Hampden   | MA    | 6    | D   | 200 | 18,300   |
| 11/1/19        | 10/31/20    | 420121 | Lawrence        | CMA                     | Essex     | MA    | 6    | D   | 200 | 22,000   |
| 11/1/19        | 10/31/20    | 420193 | East Longmeadow | CMA                     | Hampden   | MA    | 6    | D   | 200 | 9,700    |
| 11/1/19        | 10/31/20    | TBD    | West Longmeadow | CMA                     | Hampden   | MA    | 6    | D   | 200 | 6,000    |

Total Receipt TQ: 56,000  
 Total Delivery TQ: 56,000

Number of Receipt Points: 2  
 Number of Delivery Points: 4

| Beginning Date | Ending Date | Meter  | Meter Name      | Interconnect Party Name | County    | State | Zone | R/D | Leg | Meter-TQ |
|----------------|-------------|--------|-----------------|-------------------------|-----------|-------|------|-----|-----|----------|
| 11/1/20        | 10/31/38    | 412538 | Dracut          | Maritimes               | Middlesex | MA    | 6    | R   | 200 | 74,400   |
| 11/1/20        | 10/31/38    | 412510 | Haverhill       | Maritimes               | Essex     | MA    | 6    | R   | 200 | 22,000   |
| 11/1/20        | 10/31/38    | 400484 | Agawam          | CMA                     | Hampden   | MA    | 6    | D   | 200 | 58,700   |
| 11/1/20        | 10/31/38    | 420121 | Lawrence        | CMA                     | Essex     | MA    | 6    | D   | 200 | 22,000   |
| 11/1/20        | 10/31/38    | 420193 | East Longmeadow | CMA                     | Hampden   | MA    | 6    | D   | 200 | 9,700    |
| 11/1/20        | 10/31/38    | TBD    | West Longmeadow | CMA                     | Hampden   | MA    | 6    | D   | 200 | 6,000    |

Total Receipt TQ: 96,400  
 Total Delivery TQ: 96,400

Number of Receipt Points: 2  
 Number of Delivery Points: 4

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**— Shipper shall have a one-time right to extend the Primary Term and up to one hundred percent (100%) of the TQ of the Gas Transportation Agreement for up to ten (10) years (the "**Extended Term**") at Shipper's election, provided that Shipper notifies Transporter in writing of such extension, including whether Shipper chooses to extend the term for up to ten (10) years, at least twenty-four (24) months prior to end of Primary Term. The applicable negotiated rate during the Extended Term shall be the lower of: (i) the negotiated rate set forth in the Negotiated Rate Agreement in Exhibit B to the Gas Transportation Agreement as it is in effect on the last day of the Primary Term, or (ii) the maximum recourse rate applicable to the Bay State Capacity as shown in Transporter's Tariff as it is in effect on the last day of the Primary Term; provided however, that applicable negotiated rate shall not be lower than the Rate Schedule FT-A general system maximum reservation rate applicable to transportation from Shipper's primary receipt point to primary delivery point. If the negotiated rate for the Extended Term is set at the maximum recourse rate applicable to the Bay State Capacity as shown in Transporter's Tariff, or the applicable Rate Schedule FT-A general system maximum reservation rate, then this rate may change as the rate in Transporter's Tariff changes. Notwithstanding anything in Article V, Section 4.1 of Transporter's Tariff to the contrary, Shipper shall have the contractual right to extend any Extended Term of the Gas Transportation Agreement in accordance with the procedures set forth in Article V, Section 4.2 of Transporter's Tariff (a "**Subsequent Extended Term**"). The applicable negotiated rate for any Subsequent Extended Term shall be the same as the rate for the Extended Term. For purpose of absolute clarity Shipper and Transporter agree that Shipper will have a contractual right of first refusal in accordance with the procedures set forth in Article V of Transporter's Tariff for continued service after the Extended Term regardless of the rate charged during the Extended Term.

#### **Delivery Pressure**

**Lawrence Delivery Pressure** – Subject to Transporter's FERC Gas Tariff, and all applicable laws and regulations, Transporter shall deliver gas nominated by Shipper and scheduled by Transporter on this Agreement to Shipper's Lawrence (Meter No. 420121) Primary Delivery Point(s) ("Lawrence Meter") at a minimum pressure of 225 psig ("Lawrence Delivery Pressure Commitment"). At no time shall Tennessee be obligated to deliver at to the Lawrence Meter at a pressure over 225 psig.

Transporter's Lawrence Delivery Pressure Commitment is subject to the following conditions being satisfied:

- i.) Shipper shall have nominated and Transporter shall have scheduled the quantities to be delivered at the Lawrence Meter from Shipper's Primary Receipt Point at Haverhill (Meter No. 412510) ("Haverhill Meter") for the; and
- ii.) During the period from December 1 through February 28 of any winter season, Shipper shall have nominated and Transporter shall have scheduled and physically received quantities of at least 22,000 Dth/day at the Haverhill Meter for delivery at the Lawrence Meter; and
- iii.) Quantities delivered at the Lawrence Meter must not exceed the scheduled quantities or the total Primary Firm TQ sold by Transporter at the Lawrence Meter; and
- iv.) Shipper's takes at the Lawrence Meter must be at uniform hourly quantities (ratable flows of 1/24<sup>th</sup> of scheduled quantities every hour) in accordance with Section 4.11 of the FT-A Rate Schedule; and
- v.) The Lawrence Delivery Pressure Commitment shall not be applicable to the extent the facilities necessary for Transporter to meet such obligation are subject to an event covered by Article XII – Excuse of Performance under the General Terms and Conditions of Transporter's Tariff.

In the event that Transporter is unable to maintain the Lawrence Delivery Pressure Commitment but Shipper takes receipt of all, or a portion of, the scheduled quantities at the Lawrence Meter, then Shipper shall be considered unharmed by Transporter's inability to maintain the Lawrence Delivery Pressure Commitment for such scheduled quantities that were taken by Shipper unless Shipper can demonstrate that it was unable to redeliver such quantities on its distribution system solely as a result of Tennessee's inability to maintain the Lawrence Delivery Pressure Commitment. Shipper's exclusive remedy for Transporter's inability to maintain the Lawrence Delivery Commitment shall be to obtain from Transporter Reservation Charge Credits, in accordance with Article XII, Section 5 of the General Terms and Conditions of Transporter's FERC Gas Tariff, for those quantities that Shipper was unable to redeliver off of its distribution due to Transporter's inability to maintain the Lawrence Delivery Pressure Commitment, up to the TQ of this Agreement at the Lawrence Meter. Notwithstanding anything else herein to the contrary, Transporter shall not be liable to Shipper for any punitive, indirect, consequential, lost profit, loss of revenue or opportunity, special, or exemplary damages that may arise as a result of Transporter's failure to maintain the Lawrence Delivery Pressure Commitment.

**Agawam Delivery Pressure** – Subject to Transporter’s FERC Gas Tariff, and all applicable laws and regulations, Transporter shall deliver gas nominated by Shipper and scheduled by Transporter on this Agreement to Shipper’s Agawam (Meter No. 400484) Primary Delivery Point(s) (“Agawam Meter”) at a minimum pressure of 300 psig (“Agawam Delivery Pressure Commitment”). At no time shall Tennessee be obligated to deliver at to the Agawam Meter at a pressure over 300 psig.

Transporter’s Agawam Delivery Pressure Commitment is subject to the following conditions being satisfied:

- i. Shipper shall have nominated and Transporter shall have scheduled the quantities to be delivered at the Agawam Meter from Shipper’s Primary Receipt Point at Dracut (Meter No. 412538) (“Dracut Meter”) for the quantities to be delivered at the Agawam Meter; and
- ii. Transporter shall have installed and placed into service the Bay State Facilities (provided for in the Precedent Agreement between Transporter and Shipper dated June 29, 2017 and
- iii. Quantities delivered at the Agawam Meter must not exceed the scheduled quantities or the total Primary Firm TQ sold by Transporter at the Agawam Meter; and
- iv. Shipper’s takes at the Agawam Meter must be at uniform hourly quantities (ratable flows of 1/24<sup>th</sup> of scheduled quantities every hour) in accordance with Section 4.11 of the FT-A Rate Schedule; and
- v. The Agawam Delivery Pressure Commitment shall not be applicable to the extent the facilities necessary for Transporter to meet such obligation are subject to an event covered by Article XII – Excuse of Performance under the General Terms and Conditions of Transporter’s Tariff.

In the event that Transporter is unable to maintain the Agawam Delivery Pressure Commitment but Shipper takes receipt of all, or a portion of, the scheduled quantities at the Agawam Meter, then Shipper shall be considered unharmed by Transporter’s inability to maintain the Agawam Delivery Pressure Commitment for such scheduled quantities that were taken by Shipper unless Shipper can demonstrate that it was unable to redeliver such quantities on its distribution system solely as a result of Tennessee’s inability to maintain the Agawam Delivery Pressure Commitment. Shipper’s exclusive remedy for Transporter’s inability to maintain the Agawam Delivery Pressure Commitment shall be to obtain from Transporter Reservation Charge Credits, in accordance with Article XII, Section 5 of the General Terms and Conditions of Transporter’s FERC Gas Tariff, for those quantities that Shipper was unable to redeliver off of its distribution due to Transporter’s inability to maintain the Agawam Delivery Pressure Commitment, up to the TQ of this Agreement at the Agawam Meter. Notwithstanding anything else herein to the contrary, Transporter shall not be liable to Shipper for any punitive, indirect, consequential, lost profit, loss of revenue or opportunity, special, or exemplary damages that may arise as a result of Transporter’s failure to maintain the Agawam Delivery Pressure Commitment.

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

EXHIBIT A  
 AMENDMENT NO. 0  
 TO GAS TRANSPORTATION AGREEMENT  
 DATED November 1, 2018  
 BETWEEN  
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.  
 AND  
 COLUMBIA GAS OF MASSACHUSETTS

Amendment Effective Date: November 1, 2018

Service Package: \_\_\_\_\_

Service Package TQ: 96,400\_Dth

| Beginning Date | Ending Date | TQ     |
|----------------|-------------|--------|
| 11/1/18        | 10/31/19    | 50,000 |
| 11/1/19        | 10/31/20    | 56,000 |
| 11/1/20        | 10/31/38    | 96,400 |

| Beginning Date | Ending Date | Meter  | Meter Name      | Interconnect Party Name | County    | State | Zone | R/D | Leg | Meter-TQ |
|----------------|-------------|--------|-----------------|-------------------------|-----------|-------|------|-----|-----|----------|
| 11/1/18        | 10/31/19    | 412538 | Dracut          | Maritimes               | Middlesex | MA    | 6    | R   | 200 | 28,000   |
| 11/1/18        | 10/31/19    | 412510 | Haverhill       | Maritimes               | Essex     | MA    | 6    | R   | 200 | 22,000   |
| 11/1/18        | 10/31/19    | 400484 | Agawam          | CMA                     | Hampden   | MA    | 6    | D   | 200 | 18,300   |
| 11/1/18        | 10/31/19    | 420121 | Lawrence        | CMA                     | Essex     | MA    | 6    | D   | 200 | 22,000   |
| 11/1/18        | 10/31/19    | 420193 | East Longmeadow | CMA                     | Hampden   | MA    | 6    | D   | 200 | 9,700    |

Total Receipt TQ: 50,000  
 Total Delivery TQ: 50,000

Number of Receipt Points: 2

Number of Delivery Points: 3

| Beginning Date | Ending Date | Meter  | Meter Name      | Interconnect Party Name | County    | State | Zone | R/D | Leg | Meter-TQ |
|----------------|-------------|--------|-----------------|-------------------------|-----------|-------|------|-----|-----|----------|
| 11/1/19        | 10/31/20    | 412538 | Dracut          | Maritimes               | Middlesex | MA    | 6    | R   | 200 | 34,000   |
| 11/1/19        | 10/31/20    | 412510 | Haverhill       | Maritimes               | Essex     | MA    | 6    | R   | 200 | 22,000   |
| 11/1/19        | 10/31/20    | 400484 | Agawam          | CMA                     | Hampden   | MA    | 6    | D   | 200 | 18,300   |
| 11/1/19        | 10/31/20    | 420121 | Lawrence        | CMA                     | Essex     | MA    | 6    | D   | 200 | 22,000   |
| 11/1/19        | 10/31/20    | 420193 | East Longmeadow | CMA                     | Hampden   | MA    | 6    | D   | 200 | 9,700    |
| 11/1/19        | 10/31/20    | TBD    | West Longmeadow | CMA                     | Hampden   | MA    | 6    | D   | 200 | 6,000    |

Total Receipt TQ: 56,000  
 Total Delivery TQ: 56,000

Number of Receipt Points: 2

Number of Delivery Points: 4

| Beginning Date | Ending Date | Meter  | Meter Name      | Interconnect Party Name | County    | State | Zone | R/D | Leg | Meter-TQ |
|----------------|-------------|--------|-----------------|-------------------------|-----------|-------|------|-----|-----|----------|
| 11/1/20        | 10/31/38    | 412538 | Dracut          | Maritimes               | Middlesex | MA    | 6    | R   | 200 | 74,400   |
| 11/1/20        | 10/31/38    | 412510 | Haverhill       | Maritimes               | Essex     | MA    | 6    | R   | 200 | 22,000   |
| 11/1/20        | 10/31/38    | 400484 | Agawam          | CMA                     | Hampden   | MA    | 6    | D   | 200 | 58,700   |
| 11/1/20        | 10/31/38    | 420121 | Lawrence        | CMA                     | Essex     | MA    | 6    | D   | 200 | 22,000   |
| 11/1/20        | 10/31/38    | 420193 | East Longmeadow | CMA                     | Hampden   | MA    | 6    | D   | 200 | 9,700    |
| 11/1/20        | 10/31/38    | TBD    | West Longmeadow | CMA                     | Hampden   | MA    | 6    | D   | 200 | 6,000    |

Total Receipt TQ: 96,400  
 Total Delivery TQ: 96,400

Number of Receipt Points: 2  
 Number of Delivery Points: 4

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**— Shipper shall have a one-time right to extend the Primary Term and up to one hundred percent (100%) of the TQ of the Gas Transportation Agreement for up to ten (10) years (the “**Extended Term**”) at Shipper’s election, provided that Shipper notifies Transporter in writing of such extension, including whether Shipper chooses to extend the term for up to ten (10) years, at least twenty-four (24) months prior to end of Primary Term. The applicable negotiated rate during the Extended Term shall be the lower of: (i) the negotiated rate set forth in the Negotiated Rate Agreement in Exhibit B to the Gas Transportation Agreement as it is in effect on the last day of the Primary Term, or (ii) the maximum recourse rate applicable to the Bay State Capacity as shown in Transporter’s Tariff as it is in effect on the last day of the Primary Term; provided however, that applicable negotiated rate shall not be lower than the Rate Schedule FT-A general system maximum reservation rate applicable to transportation from Shipper’s primary receipt point to primary delivery point. If the negotiated rate for the Extended Term is set at the maximum recourse rate applicable to the Bay State Capacity as shown in Transporter’s Tariff, or the applicable Rate Schedule FT-A general system maximum reservation rate, then this rate may change as the rate in Transporter’s Tariff changes. Notwithstanding anything in Article V, Section 4.1 of Transporter’s Tariff to the contrary, Shipper shall have the contractual right to extend any Extended Term of the Gas Transportation Agreement in accordance with the procedures set forth in Article V, Section 4.2 of Transporter’s Tariff (a “**Subsequent Extended Term**”). The applicable negotiated rate for any Subsequent Extended Term shall be the same as the rate for the Extended Term. For purpose of absolute clarity Shipper and Transporter agree that Shipper will have a contractual right of first refusal in accordance with the procedures set forth in Article V of Transporter’s Tariff for continued service after the Extended Term regardless of the rate charged during the Extended Term.

**Delivery Pressure**

**Lawrence Delivery Pressure** – Subject to Transporter’s FERC Gas Tariff, and all applicable laws and regulations, Transporter shall deliver gas nominated by Shipper and scheduled by Transporter on this Agreement to Shipper’s Lawrence (Meter No. 420121) Primary Delivery Point(s) (“Lawrence Meter”) at a minimum pressure of 225 psig (“Lawrence Delivery Pressure Commitment”). At no time shall Tennessee be obligated to deliver at to the Lawrence Meter at a pressure over 225 psig. Transporter’s Lawrence Delivery Pressure Commitment is subject to the following conditions being satisfied:

- i.) Shipper shall have nominated and Transporter shall have scheduled the quantities to be delivered at the Lawrence Meter from Shipper’s Primary Receipt Point at Haverhill (Meter No. 412510) (“Haverhill Meter”) for the; and
- ii.) During the period from December 1 through February 28 of any winter season, Shipper shall have nominated and Transporter shall have scheduled and physically received quantities of at least 22,000 Dth/day at the Haverhill Meter for delivery at the Lawrence Meter; and

|  |   |
|--|---|
| Tariff Submitter:                      | Tennessee Gas Pipeline Company, L.L.C.                      |
| FERC Tariff Program Name:              | FERC NGA Gas Tariff   |
| Tariff Title:                          | TGP Tariffs   |
| Tariff Record Proposed Effective Date: | November 1, 2018  |
| Tariff Record Title:                   | 0.0.0, 4.33.2, Gas Trans Agmt,<br>Negotiated Rate Agreement |
| Option Code:                           | A   |



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

## NEGOTIATED RATE AGREEMENT

August 10, 2018

**Bay State Gas Company d/b/a Columbia Gas of Massachusetts**  
290 W. Nationwide Blvd.  
Columbus, OH 43215

**Attention: Michael D. Anderson**

RE: Firm Transportation Negotiated Rate Agreement (“Negotiated Rate Agreement”)  
Open Season #1101  
Rate Schedule FT-A Service Package No. \_\_\_\_\_ (“Service Package”)<sup>1</sup>

Dear Mike:

Tennessee Gas Pipeline Company, L.L.C. (“**Transporter**”) and **Bay State Gas Company d/b/a Columbia Gas of Massachusetts (“Shipper”)** entered into a Precedent Agreement, dated June 29, 2017 (“**Precedent Agreement**”). Shipper was a successful bidder in the Zone 6 and Zone 5 open season conducted by Transporter (“**Open Season**”) and was awarded capacity as part of the Open Season and that capacity is reflected as the Transportation Quantity (“**TQ**”) in the Gas Transportation Agreement for this Service Package. As part of the Precedent Agreement, Shipper elected the negotiated rate option as offered by Transporter. In response to the request of Shipper and pursuant to Section 5.1 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. For the Primary Term, for gas received by Transporter at the receipt points listed in Exhibit A to the Gas Transportation Agreement, and delivered by Transporter on behalf of Shipper to the delivery points listed in Exhibit A to the Gas Transportation Agreement, the applicable Rate Schedule FT-A transportation rates for service provided under the Service Package will be:
  - a) A monthly Negotiated Reservation Rate which shall be equal to a Base Negotiated Reservation Rate of \$13.0792 per Dth per month as defined in, and as may be adjusted pursuant to, Appendix A to this Negotiated Rate Agreement.

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<sup>1</sup> The term Service Package as referred to herein includes the Gas Transportation Agreement entered into between Shipper and Transporter on 28 day of August 2018 and this Negotiated Rate Agreement.





- b) A Negotiated Commodity Rate equal to Transporter's general system Base Commodity Rate for the applicable rate zones for transportation service under Rate Schedule FT-A as set forth in Transporter's Tariff.
2. The Negotiated Reservation Rate set forth in Section 1(a) shall also apply to transportation service from all secondary receipt points in Zone 6 to all secondary delivery points located in Zone 6.
3. The Negotiated Commodity Rate set forth in Section 1(b) shall also apply to transportation service from all secondary receipt points in Zone 6 to all secondary delivery points in Zone 6.
4. In addition to the charges set forth in Section 1 through Section 3 above, Shipper shall be subject to:
  - a) All applicable reservation, volumetric or other surcharges, including but not limited to ACA, for transportation service under Rate Schedule FT-A as set forth in Transporter's Tariff; and
  - b) General system fuel and loss retention ("F&LR") and electric power cost rates ("EPCR") for the applicable rate zones for transportation service under Rate Schedule FT-A as set forth in Transporter's Tariff. Provided however, Shipper shall pay incremental F&LR and EPCR applicable to the Project to the extent such charges are imposed on the Project by the Federal Energy Regulatory Commission ("FERC").
5. In accordance with Section 4.7 of Transporter's Rate Schedule FT-A, and after the Project Facilities have been placed in service, Shipper may elect from time to time to amend its Primary Receipt Point(s) and/or Primary Delivery Point(s) from any current or future receipt or delivery point located along Shipper's Capacity Path to any current or future receipt or delivery point located along Shipper's Capacity Path. All amendments are subject to Shipper's TQ and available mainline, lateral and meter capacity. Amendments outside of Shipper's Capacity Path will be at Transporter's sole discretion which shall not be unreasonably withheld if such capacity is generally available.
6. For capacity temporarily released or assigned by Shipper to third parties pursuant to Transporter's Tariff for periods of 30 days or more, or released under 18 C.F.R. § 284.8(h) to an asset manager for use under an asset management arrangement with Shipper or to a marketer participating in a state-regulated retail access program ("**Qualifying Replacement Shipper**"), Transporter will grant such Qualifying Replacement Shipper any negotiated commodity rates and applicable F&LR, EPCR and surcharges set forth in this Negotiated Rate Agreement. Absent agreement between Transporter and replacement shipper, capacity temporarily released or assigned by Shipper to third parties pursuant to Transporter's Tariff for periods of 30 days or less shall be subject to Transporter's applicable general system maximum commodity rates as



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

well as the applicable F&LR, EPCR and surcharges for transportation service under Rate Schedule FT-A. Any replacement shipper shall be subject to all of the terms and conditions of the gas transportation agreement, this Negotiated Rate Agreement and Transporter's Tariff.

7. This Negotiated Rate Agreement shall be filed with and is subject to approval by the FERC.
8. If any terms of this Negotiated Rate Agreement are disallowed by any order, rulemaking, regulation, or policy of the FERC, Transporter or Shipper may immediately terminate this Negotiated Rate Agreement. In such event, or if any terms of this Negotiated Rate Agreement are in any way modified by order, rulemaking, regulation, or policy of the FERC, Transporter and Shipper may use commercially reasonable efforts to mutually agree to amend this Negotiated Rate Agreement to ensure that the original commercial intent of the parties is preserved. Any such amendment shall be subject to authorizations and approvals acceptable to Shipper in Shipper's sole discretion. Transporter shall cooperate with Shipper in Shipper's efforts to obtain all approvals and authorizations referenced herein. If the parties cannot achieve mutual agreement, Transporter and Shipper each reserve the right to immediately terminate this Negotiated Rate Agreement.
9. To the extent that Transporter initiates service to Shipper pursuant to this Service Package under the initial TQ, but does not construct and place in to service any of the Facilities contemplated within the PA for increased levels of TQ, this Negotiated Rate Agreement shall terminate upon satisfaction of any Excess Payment obligations pursuant to Appendix A hereof and Shipper shall continue to receive service at Transporter's applicable maximum tariff rates for the remaining term of the Gas Transportation Agreement.
10. If Shipper is interested in entering into this Negotiated Rate Agreement for firm capacity in accordance with the terms proposed above, please have the authorized representative of Shipper execute this Negotiated Rate Agreement, and return to the undersigned. This Negotiated Rate Agreement will become binding upon the parties only after it then is accepted and executed by Transporter's authorized representative on the below "Agreed to and Accepted" portion, which shall be done within ten (10) business days of receipt from Shipper. One fully executed copy will be returned for your records.



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

Sincerely,

*Alison G. Stringer*

Alison G. Stringer  
Manager, Business Development  
Tennessee Gas Pipeline Company, L.L.C.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

AGREED TO AND ACCEPTED

THIS 28 DAY OF August, 2018

By: *Kimberly S. Watson*  
Name: Kimberly S. Watson  
Title: President

BAY STATE GAS COMPANY d/b/a COLUMBIA GAS OF MASSACHUSETTS

AGREED TO AND ACCEPTED

THIS 24<sup>th</sup> DAY OF August, 2018

By: *Michael D. Watson*  
Name: MICHAEL D. WATSON  
Vice President  
Supply & Optimization  
Title: \_\_\_\_\_

*Reviewed by TMA 8/23/2018*

**APPENDIX A**  
**to Negotiated Rate Agreement**

**Base Negotiated Reservation Rate Adjustment**

**A. Definitions**

**“Actual Facilities Costs”** or **“AFC”** shall mean all costs and expenses incurred by Transporter to place the Facilities in-service, incurred on or after execution of the Precedent Agreement and including trailing costs up to twelve (12) months subsequent to the date on which all the Facilities have been placed in service, including but not limited to: (a) all costs and expenses for the engineering, design, permitting, construction, pipeline and equipment procurement, installation, testing and start-up of the Facilities, (b) all costs and expenses for environmental, right-of-way and related real property rights, legal, regulatory, and security activities, (c) all direct internal costs and all direct administrative costs (including benefit loading of such direct internal costs), (d) all allocated internal overhead costs and all allocated internal administrative costs, and (e) an allowance for funds used during construction (**“AFUDC”**). Transporter shall maintain books and records reasonably necessary for Shipper to verify the AFC. For all of the above categories related to internal costs and non-project specific external costs the applicable cost shall be limited to costs, if any, exceeding amounts reflected in the cost of service of TGP’s current rates for applicable categories. In addition, Transporter will maintain records reasonably necessary to detail AFC by Facilities component related to the following: Compression, Pipeline, Meter/Interconnect and General.

**“Base Negotiated Reservation Rate”** or **“BNRR”** shall be equal to Transporter’s applicable general system Base Reservation Rate (**“GSRR”**), as it was in effect on the Effective Date of the Precedent Agreement between Transporter and Shipper dated June 29, 2017, plus a Facilities Cost Rate (**“FCR”**).

**“Capital Cost Overrun”** or **“CCO”** shall be an amount in U.S. dollars equal to the difference between the AFC and the EFC, if AFC exceeds EFC.

**“Capital Cost Underrun”** or **“CCU”** shall be an amount in U.S. dollars equal to the difference between the AFC and the EFC, if AFC is less than EFC.

**“Estimated Facilities Costs”** or **“EFC”** shall be equal to \$51,409,980 and shall reflect all costs and expenses that are reasonably projected to be incurred by Transporter to place the Facilities in-service, including but not limited to: (a) all costs and expenses for the engineering, design, permitting, construction, pipeline and equipment procurement, installation, testing and start-up of the Facilities, (b) all costs and expenses for environmental, right-of-way, legal, regulatory, and security activities, (c) all direct internal and all direct administrative costs (including benefit loading of such direct internal costs), (d) all allocated internal overhead costs and all allocated internal

administrative costs, and (e) an allowance for AFUDC. For all of the above categories related to internal costs and non-project specific external costs the applicable cost shall be limited to costs, if any, exceeding amounts reflected in the cost of service of TGP's current rates for applicable categories. In addition, Transporter will provide detail of the EFC by Facilities component related to the following: Compression, Pipeline, Meter/Interconnect and General.

**“Facilities”** shall mean those facilities to be constructed by Transporter pursuant to Sections 7(b) and 7(c) of the Natural Gas Act and Subpart A of Part 157 of the Commission’s regulations or under Transporter’s blanket authority, which are necessary to enable Transporter to provide service to Shipper under the Service Package.

**“Recoverable Facilities Costs”** or **“RFC”** shall be equal to Shipper’s share of AFC as adjusted for CCO or CCU upon which the Base Negotiated Reservation Rate shall be adjusted.

**“Reduced Transportation Quantity”** or **“RTQ”** shall be that portion of the TQ that Transporter is able to implement to the extent that not all Facilities necessary to provide service for the full TQ are placed in service in accordance with the Precedent Agreement.

**“Transportation Quantity”** or **“TQ”** shall be the full quantity provided for in the Precedent Agreement assuming all Facilities described therein are placed in service.

**B. Rate Adjustment for Full TQ Implementation**

**Capital Cost Overrun and Underrun Adjustment**

To the extent AFC exceed EFC, Shipper's daily Base Negotiated Reservation Rate, shall be adjusted by a cost overrun adjustment factor based upon the RFC calculated according to the table below.

To the extent AFC are less than EFC, Shipper’s daily Base Negotiated Reservation Rate shall be adjusted by a cost underrun adjustment factor, based upon the RFC calculated according to the table below.

Shipper and Transporter shall share cost overruns and underruns according to the following bands:

| Percentage Overrun<br>[(CCO/EFC)*100] | Transporter Percentage | Shipper Percentage | Recoverable Facility Costs  |
|---------------------------------------|------------------------|--------------------|-----------------------------|
| 0% - 5%                               | 0%                     | 100%               | RFC = AFC                   |
| 5% - 20%                              | 50%                    | 50%                | RFC= AFC-((CCO-.05 EFC)*.5) |
| >20% <sup>1</sup>                     | 100%                   | 0%                 | RFC= 1.125*EFC              |

| Percentage Underrun<br>[(CCU/EFC)*100 | Transporter Percentage | Shipper<br>Percentage | Recoverable Facility Costs |
|---------------------------------------|------------------------|-----------------------|----------------------------|
| 0% - 5%                               | 100%                   | 0%                    | RFC = EFC                  |
| 5%-20% <sup>1</sup>                   | 50%                    | 50%                   | RFC=EFC-((CCU-.05EFC)*.5)  |
| >20% <sup>1</sup>                     | 0%                     | 100%                  | RFC=AFC+(.125EFC)          |

<sup>1</sup> Notwithstanding the above, AFC attributable to the following will be allocated 100% to the Shipper and not subject the Capital Cost Overrun/Underrun methodology above:

- a. costs due to the adoption of any law, legislation, rule, or regulation or the interpretation or application thereof by any Governmental Authority after the date of this Agreement (“**Change in Law**”);
- b. security costs in excess of \$600,000 (“**Security Costs**”); and
- c. mitigation payments to facilitate permitting and construction of the Facilities (“**Mitigation Payments**”).

The sharing percentages above are progressive such that overruns/underruns shall be shared according to the percentages and adjustment factors in the table above.

To the extent RFC exceeds EFC, the Base Negotiated Reservation Rate shall be adjusted by the following formula:  $\text{Adjusted BNRR} = \text{GSRR} + \text{FCR} * (\text{RFC}/\text{EFC})$

To the extent RFC is less than EFC, the Base Negotiated Reservation Rate shall adjusted by the following formula:  $\text{Adjusted BNRR} = \text{GSRR} + \text{FCR} * (\text{RFC}/\text{EFC})$

The Base Negotiated Reservation Rate as adjusted pursuant to this Section B (“Adjusted Base Negotiated Reservation Rate”) shall become effective on the Commencement Date of this Service Package. For any firm transportation service rendered prior to the date on which the adjustment is determined by Transporter (“Adjustment Date”), Transporter shall charge or credit Shipper for the difference, if any, between the Adjusted Base Negotiated Reservation Rate and the Base Negotiated Reservation Rate from the Commencement Date of the Service Package to the Adjustment Date. Such charge (“Under Payment”) or credit (“Excess Payment”) shall be applied to Transporter’s invoice to Shipper as a unit rate reservation charge debit or credit spread over 12 months. Any dispute regarding the adjustments pursuant to this Appendix A shall be resolved pursuant to the provisions of Articles VII and VIII of the General Terms and Conditions of Transporter's Tariff.

**C. Rate Adjustment for Reduced TQ Implementation**

To the extent Shipper’s TQ is reduced as a result of any portion of the Facilities not being placed in service, Shipper’s Base Negotiated Reservation Rate shall be adjusted by the following two step process and formulas:

**Capital Cost Overrun and Underrun Adjustment**

Step 1: The BNRR shall be adjusted based upon the “**Revised Estimated Facilities Cost**” or “**REFC**” and RTQ of the final Facilities placed into service pursuant to the following formula:

$$BNRR = GSRR + FCR * ((REFC/RTQ) / (EFC/TQ))$$

Where: REFC equals the EFC of all Facilities components placed into service.

Step 2: The BNRR determined in Step 1 for the RTQ shall be further adjusted for Cost Overrun and Underrun Adjustment in accordance with the process and in the same manner detailed for the Full TQ Implementation in Section B above. RFC will be determined in the same manner for the Facilities components placed into service.

To the extent RFC exceed REFC, Shipper's daily Base Reservation Rate, shall be adjusted by a cost overrun adjustment factor based upon the RFC calculated according to the table below.

To the extent RFC are less than REFC, Shipper’s daily Base Reservation Rate shall be adjusted by a cost underrun adjustment factor, based upon the RFC calculated according to the table below.

Shipper and Transporter shall share cost overruns and underruns according to the following bands:

| Percentage Overrun<br>[(CCO/REFC)*100] | Transporter Percentage | Shipper Percentage | Recoverable Facility Costs |
|--|------------------------|--------------------|----------------------------|
| 0% - 5%                                | 0%                     | 100%               | RFC = AFC                  |
| 5% - 20%                               | 50%                    | 50%                | RFC=AFC-((CCO-.05REFC)*.5) |
| >20% <sup>2</sup>                      | 100%                   | 0%                 | RFC=1.125REFC              |

| Percentage Underrun<br>[(CCU/REFC)*100] | Transporter Percentage | Shipper Percentage | Recoverable Facility Costs |
|---|------------------------|--------------------|----------------------------|
| 0% - 5%                                 | 100%                   | 0%                 | RFC = REFC                 |

|                       |     |      |                                       |
|-----------------------|-----|------|---------------------------------------|
| 5% - 20% <sup>2</sup> | 50% | 50%  | $RFC = REFC - ((CCU - .05REFC) * .5)$ |
| >20% <sup>2</sup>     | 0%  | 100% | $RFC - AFC + (.125REFC)$              |

<sup>2</sup> Notwithstanding the above, AFC attributable to the following will be allocated 100% to the Shipper and not subject the Capital Cost Overrun/Underrun methodology above:

- a. Change in Law;
- b. Security Costs; and
- c. Mitigation Payments.

The sharing percentages above are progressive such that overruns/underruns shall be shared according to the percentages and adjustment factors in the table above.

To the extent RFC exceeds REFC, the Base Negotiated Reservation Rate shall be adjusted by the following formula:  $Adjusted\ BNRR = GSRR + RFCR * (RFC / REFC)$

To the extent RFC is less than REFC, the Base Negotiated Reservation Rate shall be adjusted by the following formula:  $Adjusted\ BNRR = GSRR + RFCR * (RFC / REFC)$

Where RFCR equals the Reduced Facilities Cost Rate determined in Step 1 above.

The Base Negotiated Reservation Rate as adjusted pursuant to this section C (“Adjusted Base Negotiated Reservation Rate”) shall be in lieu of any adjustment pursuant to Section B above and shall become effective on the Commencement Date of this Service Package. For any firm transportation service rendered prior to the date on which the adjustment is determined by Transporter (“Adjustment Date”), Transporter shall charge or credit Shipper for the difference, if any, between the Adjusted Base Negotiated Reservation Rate and the Base Negotiated Reservation Rate from the Commencement Date of the Service Package to the Adjustment Date. Such charge (“Under Payment”) or credit (“Excess Payment”) shall be applied to Transporter’s invoice to Shipper as a unit rate reservation charge debit or credit spread over 12 months. Any dispute regarding the adjustments pursuant to this Appendix A shall be resolved pursuant to the provisions of Articles VII and VIII of the General Terms and Conditions of Transporter's Tariff.



# **MARKED TARIFF SHEETS / RECORDS**

GENERAL TERMS AND CONDITIONS (continued)

XXXIV. NON-CONFORMING AGREEMENTS  
(continued)

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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
48. Antero Resources Corporation, FT-A Gas Transportation Agreement dated February 24, 2016 – Broad Run Expansion Project SP315617
- ~~49. Bay State Gas Company d/b/a Columbia Gas of Massachusetts, FT-A Gas Transportation Agreement dated August 28, 2018 SP330904~~

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|--|--|
| Tariff Submitter:                      | Tennessee Gas Pipeline Company, L.L.C.   |
| FERC Tariff Program Name:              | FERC NGA Gas Tariff  |
| Tariff Title:                          | TGP Tariffs  |
| Tariff Record Proposed Effective Date: | November 1, 2018   |
| Tariff Record Title:                   | <u><a href="#">0.0.0, 4.33, Gas Trans Agmt,<br/>Bay State Gas Company d/b/a Columbia Gas of<br/>Massachusetts SP330904</a></u> |
| Option Code:                           | A  |



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

THIS AGREEMENT is made and entered into as of the 28 day of August, 2018, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and Bay State Gas Company d/b/a Columbia Gas of Massachusetts a Massachusetts Company, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

WHEREAS, Shipper and Transporter entered into a Precedent Agreement dated June 29, 2017 (the "Precedent Agreement"), pursuant to which Transporter agreed to (i) to provide Shipper certain firm transportation service, and (ii) to construct and operate any facilities necessary to provide such firm transportation service;

WHEREAS, Transporter has designed modifications to the its pipeline system in Zone 6 to provide: (1) up to 96,400 dekatherms of natural gas per day ("**Dth/d**") of firm transportation service ("**Bay State Capacity**") from Transporter's existing Dracut receipt point (Meter No. 412538), located on Transporter's 200 Line in Zone 6 in Middlesex County, Massachusetts to Transporter's Agawam (Meter No. 400484), and East Longmeadow (Meter No. 420193) delivery points, and a new West Longmeadow delivery point, located on Transporter's 200 Line in Zone 6 in Hampden County, Massachusetts and Transporter's Lawrence (Meter No. 420121) delivery point located on Transporter's 200 Line in Zone 6 in Essex County, Massachusetts; and

WHEREAS, to implement the TQ increases provide part of the Bay State Capacity, Transporter proposes to construct certain facilities as set forth in the Precedent Agreement.

~~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 the Commencement Date,~~ 2.1 TRANSPORTATION SERVICE - Transporter agrees to accept and receive daily on a firm basis ~~in accordance with Rate Schedule FT-A,~~ at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

~~2.2 COMMENCEMENT OF SERVICE - Transporter will notify Shipper, in writing, of the date on which Transporter will be ready to commence transportation service under this Agreement (the "Commencement Date"). The Commencement Date shall be on:~~

- ~~a) November 1, 2018 for 50,000 Dth/d of service to Agawam (18,300 Dth/d), Lawrence (22,000 Dth/d) and East Longmeadow (9,700 Dth/d) ("2018 Commencement Date");~~

- b) The later of (i) November 1, 2019 for 6,000 Dth/d of service to the new West Longmeadow meter (6,000 Dth/d), or (ii) the date on which Transporter is able to render service to the Shipper using the Facilities ("2019 Commencement Date"); and
- c) The later of (i) November 1, 2020 for an additional 40,400 Dth/d of service to Agawam (40,400 Dth/d), or (ii) the date on which Transporter is able to render service to the Shipper using the Facilities ("2020 Commencement Date").

### 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 the facilities necessary facilities to render the service provided for in this Agreement.~~ for Transporter to receive and deliver the gas as contemplated herein for Shipper's account at the Point of Receipt and Points 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~~effective date hereof, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates ~~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 Dates 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) [If applicable, include the following language: "Shipper warrants and certifies that the Section 311 transportation service hereunder meets the requirements set forth in Subpart B, Part 284 of the FERC Regulations."]~~
  - ~~(b)~~ Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable ~~attorneys~~attorney's fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

~~11.3 [If applicable, include the following language: "Prior to commencing Section 311 transportation service hereunder, Transporter must receive the certification required from the local distribution company or the intrastate pipeline pursuant to Section 284.102 (d)(3) of the FERC Regulations."]~~

#### ARTICLE XII - TERM

- 12.1 This Agreement shall be effective as of the date ~~hereof. Service~~first above-written. Firm transportation service hereunder shall commence on the 2018 Commencement Date, and shall ~~continue~~remain in force and effect until ~~[when applicable, replace: "until" with "for a term of"]~~ ("Primary Term"), unless modified as per Exhibit "B". ~~Any rights to Shipper's extension of this Agreement after the Primary Term shall be set forth in Exhibit "A" hereto, until the expiration of twenty (20) years following the 2018 Commencement Date ("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: Bay State Gas Company d/b/a Columbia Gas of Massachusetts  
NOTICES: 290 W. Nationwide Blvd.

Attention: Columbus, OH 43215  
Michael D. Anderson

BILLING: 290 W. Nationwide Blvd.  
Columbus, OH 43215

Attention: Michael D. Anderson

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

#### ARTICLE XIV - ASSIGNMENTS

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

#### ARTICLE XV - MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's ~~FERC~~ Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through Transporter's Interactive Website and Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 15.4 Exhibits "A" and ~~, when applicable, Exhibit~~ "B" attached hereto are incorporated herein by reference and made a part hereof for all purposes.

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

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

## ARTICLE XVI

### CREDITWORTHINESS

- ~~16.1 In exchange for Transporter's execution of this Agreement, the Negotiated Rate Agreement and any other 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 the credit assurance provisions of this Agreement throughout the term of this Agreement, and such provisions of the Negotiated Rate Agreement and any other related agreements as may be in effect from time to time.~~
- ~~16.2 Shipper shall be deemed creditworthy if: (i) Shipper's senior unsecured debt or Corporate Credit Rating is at least BBB- by Standard & Poor's Corporation ("S&P") (outlook stable) and at least Baa3 (outlook stable) by Moody's Investor Service ("Moody's") or equivalent rating from a nationally recognized statistical rating organization, registered with the Securities and Exchange Commission, and acceptable to Transporter; provided, however, that if Shipper is only rated by one agency, then only that rating shall be considered ("Credit Ratings"). For the purpose of this section 16.2, in the event of a split rating the lower rating applies.~~
- ~~16.3 If, at any time, Shipper does not meet the creditworthy provisions of Section 16.2, then Shipper shall provide to Transporter credit assurance in the form of either a guaranty from a guarantor which meets the creditworthiness standards in Section 16.2, and in a form reasonably acceptable to Transporter, a letter of credit from an institution acceptable to Transporter and in a form reasonably acceptable to Transporter, or a cash security deposit, as follows: (i) during the first (10) years of the Primary Term, an amount equal to twenty-four (24) months of reservation charges, (ii) at the beginning of year eleven (11) and until the end of the Primary Term, an amount equal to twelve (12) months of reservation charges At end of the Primary Term and all subsequent extension periods, credit assurance (if any) shall then be based on GT&C Article XXVI, Section 4.5 of the General Terms & Conditions of Transporter's Tariff.~~
- ~~16.4 The credit assurance provided to Transporter in this Section 16 shall continue in effect until the earlier of (i) Shipper satisfies the Credit Rating standards, (ii) the execution of a credit agreement to replace this provision, or (iii) the end of the Primary Term, and full payment of all undisputed balances and charges and resolution of any asserted claims with respect thereto has been made by Shipper.~~
- ~~16.5 If Shipper does not remedy its failure to demonstrate or furnish acceptable credit assurance as required by this Section 16 within ten (10) business days of receipt of written notice of such failure from Transporter, then Transporter shall, in addition to any other remedy available under this Agreement, have the right to terminate this Agreement, the Negotiated Rate Agreement and any other related agreements in accordance with the terms of Transporter's Tariff upon thirty days written notice to Shipper, provided that such Transporter notice of Termination shall be null and void if Shipper has demonstrated or furnished the required credit assurance prior to the expiration of such thirty (30) days.~~

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

BAY STATE GAS COMPANY d/b/a COLUMBIA GAS OF MASSACHUSETTS

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

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

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



EXHIBIT A  
 AMENDMENT NO. 0  
 TO GAS TRANSPORTATION AGREEMENT  
 DATED November 1, 2018  
 BETWEEN  
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.  
 AND  
COLUMBIA GAS OF MASSACHUSETTS

Amendment Effective Date: November 1, 2018

Service Package: \_\_\_\_\_

Service Package TQ: 96,400 Dth

| <u>Beginning Date</u> | <u>Ending Date</u> | <u>TQ</u>     |
|-----------------------|--------------------|---------------|
| <u>11/1/18</u>        | <u>10/31/19</u>    | <u>50,000</u> |
| <u>11/1/19</u>        | <u>10/31/20</u>    | <u>56,000</u> |
| <u>11/1/20</u>        | <u>10/31/38</u>    | <u>96,400</u> |

| <u>BEGINNING DATE</u> | <u>ENDING DATE</u> | <u>METER</u>  | <u>METER NAME</u>      | <u>INTERCONNECT PARTY NAME</u> | <u>COUNTY</u>    | <u>ST</u> | <u>ZONE</u> | <u>R/D</u> | <u>LEG</u> | <u>METER-TQ</u> |
|-----------------------|--------------------|---------------|------------------------|--------------------------------|------------------|-----------|-------------|------------|------------|-----------------|
| <u>11/1/18</u>        | <u>10/31/19</u>    | <u>412538</u> | <u>Dracut</u>          | <u>Maritimes</u>               | <u>Middlesex</u> | <u>MA</u> | <u>6</u>    | <u>R</u>   | <u>200</u> | <u>28,000</u>   |
| <u>11/1/18</u>        | <u>10/31/19</u>    | <u>412510</u> | <u>Haverhill</u>       | <u>Maritimes</u>               | <u>Essex</u>     | <u>MA</u> | <u>6</u>    | <u>R</u>   | <u>200</u> | <u>22,000</u>   |
| <u>11/1/18</u>        | <u>10/31/19</u>    | <u>400484</u> | <u>Agawam</u>          | <u>CMA</u>                     | <u>Hampden</u>   | <u>MA</u> | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>18,300</u>   |
| <u>11/1/18</u>        | <u>10/31/19</u>    | <u>420121</u> | <u>Lawrence</u>        | <u>CMA</u>                     | <u>Essex</u>     | <u>MA</u> | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>22,000</u>   |
| <u>11/1/18</u>        | <u>10/31/19</u>    | <u>420193</u> | <u>East Longmeadow</u> | <u>CMA</u>                     | <u>Hampden</u>   | <u>MA</u> | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>9,700</u>    |

Total Receipt TQ: 50,000

Total Delivery TQ: 50,000

Number of Receipt Points: 2

Number of Delivery Points: 3

| <u>Beginning Date</u> | <u>Ending Date</u> | <u>Meter</u>  | <u>Meter Name</u>      | <u>Interconnect Party Name</u> | <u>County</u>    | <u>State</u> | <u>Zone</u> | <u>R/D</u> | <u>Leg</u> | <u>Meter-TQ</u> |
|-----------------------|--------------------|---------------|------------------------|--------------------------------|------------------|--------------|-------------|------------|------------|-----------------|
| <u>11/1/19</u>        | <u>10/31/20</u>    | <u>412538</u> | <u>Dracut</u>          | <u>Maritimes</u>               | <u>Middlesex</u> | <u>MA</u>    | <u>6</u>    | <u>R</u>   | <u>200</u> | <u>34,000</u>   |
| <u>11/1/19</u>        | <u>10/31/20</u>    | <u>412510</u> | <u>Haverhill</u>       | <u>Maritimes</u>               | <u>Essex</u>     | <u>MA</u>    | <u>6</u>    | <u>R</u>   | <u>200</u> | <u>22,000</u>   |
| <u>11/1/19</u>        | <u>10/31/20</u>    | <u>400484</u> | <u>Agawam</u>          | <u>CMA</u>                     | <u>Hampden</u>   | <u>MA</u>    | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>18,300</u>   |
| <u>11/1/19</u>        | <u>10/31/20</u>    | <u>420121</u> | <u>Lawrence</u>        | <u>CMA</u>                     | <u>Essex</u>     | <u>MA</u>    | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>22,000</u>   |
| <u>11/1/19</u>        | <u>10/31/20</u>    | <u>420193</u> | <u>East Longmeadow</u> | <u>CMA</u>                     | <u>Hampden</u>   | <u>MA</u>    | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>9,700</u>    |
| <u>11/1/19</u>        | <u>10/31/20</u>    | <u>TBD</u>    | <u>West Longmeadow</u> | <u>CMA</u>                     | <u>Hampden</u>   | <u>MA</u>    | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>6,000</u>    |

Total Receipt TQ: 56,000

Total Delivery TQ: 56,000

Number of Receipt Points: 2

Number of Delivery Points: 4

| <u>Beginning Date</u> | <u>Ending Date</u> | <u>Meter</u>  | <u>Meter Name</u>      | <u>Interconnect Party Name</u> | <u>County</u>    | <u>State</u> | <u>Zone</u> | <u>R/D</u> | <u>Leg</u> | <u>Meter-TQ</u> |
|-----------------------|--------------------|---------------|------------------------|--------------------------------|------------------|--------------|-------------|------------|------------|-----------------|
| <u>11/1/20</u>        | <u>10/31/38</u>    | <u>412538</u> | <u>Dracut</u>          | <u>Maritimes</u>               | <u>Middlesex</u> | <u>MA</u>    | <u>6</u>    | <u>R</u>   | <u>200</u> | <u>74,400</u>   |
| <u>11/1/20</u>        | <u>10/31/38</u>    | <u>412510</u> | <u>Haverhill</u>       | <u>Maritimes</u>               | <u>Essex</u>     | <u>MA</u>    | <u>6</u>    | <u>R</u>   | <u>200</u> | <u>22,000</u>   |
| <u>11/1/20</u>        | <u>10/31/38</u>    | <u>400484</u> | <u>Agawam</u>          | <u>CMA</u>                     | <u>Hampden</u>   | <u>MA</u>    | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>58,700</u>   |
| <u>11/1/20</u>        | <u>10/31/38</u>    | <u>420121</u> | <u>Lawrence</u>        | <u>CMA</u>                     | <u>Essex</u>     | <u>MA</u>    | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>22,000</u>   |
| <u>11/1/20</u>        | <u>10/31/38</u>    | <u>420193</u> | <u>East Longmeadow</u> | <u>CMA</u>                     | <u>Hampden</u>   | <u>MA</u>    | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>9,700</u>    |
| <u>11/1/20</u>        | <u>10/31/38</u>    | <u>TBD</u>    | <u>West Longmeadow</u> | <u>CMA</u>                     | <u>Hampden</u>   | <u>MA</u>    | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>6,000</u>    |

Total Receipt TQ: 96,400

Total Delivery TQ: 96,400

Number of Receipt Points: 2

Number of Delivery Points: 4

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**— Shipper shall have a one-time right to extend the Primary Term and up to one hundred percent (100%) of the TQ of the Gas Transportation Agreement for up to ten (10) years (the "**Extended Term**") at Shipper's election, provided that Shipper notifies Transporter in writing of such extension, including whether Shipper chooses to extend the term for up to ten (10) years, at least twenty-four (24) months prior to end of Primary Term. The applicable negotiated rate during the Extended Term shall be the lower of: (i) the negotiated rate set forth in the Negotiated Rate Agreement in Exhibit B to the Gas Transportation Agreement as it is in effect on the last day of the Primary Term, or (ii) the maximum recourse rate applicable to the Bay State Capacity as shown in Transporter's Tariff as it is in effect on the last day of the Primary Term; provided however, that applicable negotiated rate shall not be lower than the Rate Schedule FT-A general system maximum reservation rate applicable to transportation from Shipper's primary receipt point to primary delivery point. If the negotiated rate for the Extended Term is set at the maximum recourse rate applicable to the Bay State Capacity as shown in Transporter's Tariff, or the applicable Rate Schedule FT-A general system maximum reservation rate, then this rate may change as the rate in Transporter's Tariff changes. Notwithstanding anything in Article V, Section 4.1 of Transporter's Tariff to the contrary, Shipper shall have the contractual right to extend any Extended Term of the Gas Transportation Agreement in accordance with the procedures set forth in Article V, Section 4.2 of Transporter's Tariff (a "**Subsequent Extended Term**"). The applicable negotiated rate for any Subsequent Extended Term shall be the same as the rate for the Extended Term. For purpose of absolute clarity Shipper and Transporter agree that Shipper will have a contractual right of first refusal in accordance with the procedures set forth in Article V of Transporter's Tariff for continued service after the Extended Term regardless of the rate charged during the Extended Term.

### **Delivery Pressure**

**Lawrence Delivery Pressure** – Subject to Transporter's FERC Gas Tariff, and all applicable laws and regulations, Transporter shall deliver gas nominated by Shipper and scheduled by Transporter on this Agreement to Shipper's Lawrence (Meter No. 420121) Primary Delivery Point(s) ("Lawrence Meter") at a minimum pressure of 225 psig ("Lawrence Delivery Pressure Commitment"). At no time shall Tennessee be obligated to deliver at the Lawrence Meter at a pressure over 225 psig. Transporter's Lawrence Delivery Pressure Commitment is subject to the following conditions being satisfied:

- i.) Shipper shall have nominated and Transporter shall have scheduled the quantities to be delivered at the Lawrence Meter from Shipper's Primary Receipt Point at Haverhill (Meter No. 412510) ("Haverhill Meter") for the; and
- ii.) During the period from December 1 through February 28 of any winter season, Shipper shall have nominated and Transporter shall have scheduled and physically received quantities of at least 22,000 Dth/day at the Haverhill Meter for delivery at the Lawrence Meter; and
- iii.) Quantities delivered at the Lawrence Meter must not exceed the scheduled quantities or the total Primary Firm TQ sold by Transporter at the Lawrence Meter; and
- iv.) Shipper's takes at the Lawrence Meter must be at uniform hourly quantities (ratable flows of 1/24<sup>th</sup> of scheduled quantities every hour) in accordance with Section 4.11 of the FT-A Rate Schedule; and
- v.) The Lawrence Delivery Pressure Commitment shall not be applicable to the extent the facilities necessary for Transporter to meet such obligation are subject to an event covered by Article XII – Excuse of Performance under the General Terms and Conditions of Transporter's Tariff.

In the event that Transporter is unable to maintain the Lawrence Delivery Pressure Commitment but Shipper takes receipt of all, or a portion of, the scheduled quantities at the Lawrence Meter, then Shipper shall be considered unharmed by Transporter's inability to maintain the Lawrence Delivery Pressure Commitment for such scheduled quantities that were taken by Shipper unless Shipper can demonstrate that it was unable to redeliver such quantities on its distribution system solely as a result of Tennessee's inability to maintain the Lawrence Delivery Pressure Commitment. Shipper's exclusive remedy for Transporter's inability to maintain the Lawrence Delivery Commitment shall be to obtain from Transporter Reservation Charge Credits, in accordance with Article XII, Section 5 of the General Terms and Conditions of Transporter's FERC Gas Tariff, for those quantities that Shipper was unable to redeliver off of its distribution due to Transporter's inability to maintain the Agawam Delivery Pressure Commitment, up to the TQ of this Agreement at the Lawrence Meter. Notwithstanding anything else herein to the contrary, Transporter shall not be liable to Shipper for any punitive, indirect, consequential, lost profit, loss of revenue or opportunity, special, or exemplary damages that may arise as a result of Transporter's failure to maintain the Lawrence Delivery Pressure Commitment.

**Agawam Delivery Pressure** – Subject to Transporter's FERC Gas Tariff, and all applicable laws and regulations, Transporter shall deliver gas nominated by Shipper and scheduled by Transporter on this Agreement to Shipper's Agawam (Meter No. 400484) Primary Delivery Point(s) ("Agawam Meter") at a minimum pressure of 300 psig

("Agawam Delivery Pressure Commitment"). At no time shall Tennessee be obligated to deliver at to the Agawam Meter at a pressure over 300 psig.

Transporter's Agawam Delivery Pressure Commitment is subject to the following conditions being satisfied:

- i. Shipper shall have nominated and Transporter shall have scheduled the quantities to be delivered at the Agawam Meter from Shipper's Primary Receipt Point at Dracut (Meter No. 412538) ("Dracut Meter") for the quantities to be delivered at the Agawam Meter; and
- ii. Transporter shall have installed and placed into service the Bay State Facilities (provided for in the Precedent Agreement between Transporter and Shipper dated June 29, 2017 and
- iii. Quantities delivered at the Agawam Meter must not exceed the scheduled quantities or the total Primary Firm TQ sold by Transporter at the Agawam Meter; and
- iv. Shipper's takes at the Agawam Meter must be at uniform hourly quantities (ratable flows of 1/24<sup>th</sup> of scheduled quantities every hour) in accordance with Section 4.11 of the FT-A Rate Schedule; and
- v. The Agawam Delivery Pressure Commitment shall not be applicable to the extent the facilities necessary for Transporter to meet such obligation are subject to an event covered by Article XII - Excuse of Performance under the General Terms and Conditions of Transporter's Tariff.

In the event that Transporter is unable to maintain the Agawam Delivery Pressure Commitment but Shipper takes receipt of all, or a portion of, the scheduled quantities at the Agawam Meter, then Shipper shall be considered unharmed by Transporter's inability to maintain the Agawam Delivery Pressure Commitment for such scheduled quantities that were taken by Shipper unless Shipper can demonstrate that it was unable to redeliver such quantities on its distribution system solely as a result of Tennessee's inability to maintain the Agawam Delivery Pressure Commitment. Shipper's exclusive remedy for Transporter's inability to maintain the Agawam Delivery Pressure Commitment shall be to obtain from Transporter Reservation Charge Credits, in accordance with Article XII, Section 5 of the General Terms and Conditions of Transporter's FERC Gas Tariff, for those quantities that Shipper was unable to redeliver off of its distribution due to Transporter's inability to maintain the Agawam Delivery Pressure Commitment, up to the TQ of this Agreement at the Agawam Meter. Notwithstanding anything else herein to the contrary, Transporter shall not be liable to Shipper for any punitive, indirect, consequential, lost profit, loss of revenue or opportunity, special, or exemplary damages that may arise as a result of Transporter's failure to maintain the Agawam Delivery Pressure Commitment.

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

EXHIBIT A  
AMENDMENT NO. 0  
TO GAS TRANSPORTATION AGREEMENT  
DATED November 1, 2018  
BETWEEN  
TENNESSEE GAS PIPELINE COMPANY, L.L.C.  
AND  
COLUMBIA GAS OF MASSACHUSETTS

Amendment Effective Date: November 1, 2018

Service Package: \_\_\_\_\_

Service Package TQ: 96,400 Dth

| <u>Beginning Date</u> | <u>Ending Date</u> | <u>TQ</u>     |
|-----------------------|--------------------|---------------|
| <u>11/1/18</u>        | <u>10/31/19</u>    | <u>50,000</u> |
| <u>11/1/19</u>        | <u>10/31/20</u>    | <u>56,000</u> |
| <u>11/1/20</u>        | <u>10/31/38</u>    | <u>96,400</u> |

| <u>Beginning Date</u> | <u>Ending Date</u> | <u>Meter</u>  | <u>Meter Name</u>      | <u>Interconnect Party Name</u> | <u>County</u>    | <u>State</u> | <u>Zone</u> | <u>R/D</u> | <u>Leg</u> | <u>Meter-TQ</u> |
|-----------------------|--------------------|---------------|------------------------|--------------------------------|------------------|--------------|-------------|------------|------------|-----------------|
| <u>11/1/18</u>        | <u>10/31/19</u>    | <u>412538</u> | <u>Dracut</u>          | <u>Maritimes</u>               | <u>Middlesex</u> | <u>MA</u>    | <u>6</u>    | <u>R</u>   | <u>200</u> | <u>28,000</u>   |
| <u>11/1/18</u>        | <u>10/31/19</u>    | <u>412510</u> | <u>Haverhill</u>       | <u>Maritimes</u>               | <u>Essex</u>     | <u>MA</u>    | <u>6</u>    | <u>R</u>   | <u>200</u> | <u>22,000</u>   |
| <u>11/1/18</u>        | <u>10/31/19</u>    | <u>400484</u> | <u>Agawam</u>          | <u>CMA</u>                     | <u>Hampden</u>   | <u>MA</u>    | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>18,300</u>   |
| <u>11/1/18</u>        | <u>10/31/19</u>    | <u>420121</u> | <u>Lawrence</u>        | <u>CMA</u>                     | <u>Essex</u>     | <u>MA</u>    | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>22,000</u>   |
| <u>11/1/18</u>        | <u>10/31/19</u>    | <u>420193</u> | <u>East Longmeadow</u> | <u>CMA</u>                     | <u>Hampden</u>   | <u>MA</u>    | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>9,700</u>    |

Total Receipt TQ: 50,000

Total Delivery TQ: 50,000

Number of Receipt Points: 2

Number of Delivery Points: 3

| <u>Beginning Date</u> | <u>Ending Date</u> | <u>Meter</u>  | <u>Meter Name</u>      | <u>Interconnect Party Name</u> | <u>County</u>    | <u>State</u> | <u>Zone</u> | <u>R/D</u> | <u>Leg</u> | <u>Meter-TQ</u> |
|-----------------------|--------------------|---------------|------------------------|--------------------------------|------------------|--------------|-------------|------------|------------|-----------------|
| <u>11/1/19</u>        | <u>10/31/20</u>    | <u>412538</u> | <u>Dracut</u>          | <u>Maritimes</u>               | <u>Middlesex</u> | <u>MA</u>    | <u>6</u>    | <u>R</u>   | <u>200</u> | <u>34,000</u>   |
| <u>11/1/19</u>        | <u>10/31/20</u>    | <u>412510</u> | <u>Haverhill</u>       | <u>Maritimes</u>               | <u>Essex</u>     | <u>MA</u>    | <u>6</u>    | <u>R</u>   | <u>200</u> | <u>22,000</u>   |
| <u>11/1/19</u>        | <u>10/31/20</u>    | <u>400484</u> | <u>Agawam</u>          | <u>CMA</u>                     | <u>Hampden</u>   | <u>MA</u>    | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>18,300</u>   |
| <u>11/1/19</u>        | <u>10/31/20</u>    | <u>420121</u> | <u>Lawrence</u>        | <u>CMA</u>                     | <u>Essex</u>     | <u>MA</u>    | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>22,000</u>   |
| <u>11/1/19</u>        | <u>10/31/20</u>    | <u>420193</u> | <u>East Longmeadow</u> | <u>CMA</u>                     | <u>Hampden</u>   | <u>MA</u>    | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>9,700</u>    |
| <u>11/1/19</u>        | <u>10/31/20</u>    | <u>TBD</u>    | <u>West Longmeadow</u> | <u>CMA</u>                     | <u>Hampden</u>   | <u>MA</u>    | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>6,000</u>    |

Total Receipt TQ: 56,000

Total Delivery TQ: 56,000

Number of Receipt Points: 2

Number of Delivery Points: 4

| <u>Beginning Date</u> | <u>Ending Date</u> | <u>Meter</u>  | <u>Meter Name</u>      | <u>Interconnect Party Name</u> | <u>County</u>    | <u>State</u> | <u>Zone</u> | <u>R/D</u> | <u>Leg</u> | <u>Meter-TQ</u> |
|-----------------------|--------------------|---------------|------------------------|--------------------------------|------------------|--------------|-------------|------------|------------|-----------------|
| <u>11/1/20</u>        | <u>10/31/38</u>    | <u>412538</u> | <u>Dracut</u>          | <u>Maritimes</u>               | <u>Middlesex</u> | <u>MA</u>    | <u>6</u>    | <u>R</u>   | <u>200</u> | <u>74,400</u>   |
| <u>11/1/20</u>        | <u>10/31/38</u>    | <u>412510</u> | <u>Haverhill</u>       | <u>Maritimes</u>               | <u>Essex</u>     | <u>MA</u>    | <u>6</u>    | <u>R</u>   | <u>200</u> | <u>22,000</u>   |
| <u>11/1/20</u>        | <u>10/31/38</u>    | <u>400484</u> | <u>Aqawam</u>          | <u>CMA</u>                     | <u>Hampden</u>   | <u>MA</u>    | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>58,700</u>   |
| <u>11/1/20</u>        | <u>10/31/38</u>    | <u>420121</u> | <u>Lawrence</u>        | <u>CMA</u>                     | <u>Essex</u>     | <u>MA</u>    | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>22,000</u>   |
| <u>11/1/20</u>        | <u>10/31/38</u>    | <u>420193</u> | <u>East Longmeadow</u> | <u>CMA</u>                     | <u>Hampden</u>   | <u>MA</u>    | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>9,700</u>    |
| <u>11/1/20</u>        | <u>10/31/38</u>    | <u>TBD</u>    | <u>West Longmeadow</u> | <u>CMA</u>                     | <u>Hampden</u>   | <u>MA</u>    | <u>6</u>    | <u>D</u>   | <u>200</u> | <u>6,000</u>    |

Total Receipt TQ: 96,400  
 Total Delivery TQ: 96,400

Number of Receipt Points: 2  
 Number of Delivery Points: 4

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**— Shipper shall have a one-time right to extend the Primary Term and up to one hundred percent (100%) of the TQ of the Gas Transportation Agreement for up to ten (10) years (the "**Extended Term**") at Shipper's election, provided that Shipper notifies Transporter in writing of such extension, including whether Shipper chooses to extend the term for up to ten (10) years, at least twenty-four (24) months prior to end of Primary Term. The applicable negotiated rate during the Extended Term shall be the lower of: (i) the negotiated rate set forth in the Negotiated Rate Agreement in Exhibit B to the Gas Transportation Agreement as it is in effect on the last day of the Primary Term, or (ii) the maximum recourse rate applicable to the Bay State Capacity as shown in Transporter's Tariff as it is in effect on the last day of the Primary Term; provided however, that applicable negotiated rate shall not be lower than the Rate Schedule FT-A general system maximum reservation rate applicable to transportation from Shipper's primary receipt point to primary delivery point. If the negotiated rate for the Extended Term is set at the maximum recourse rate applicable to the Bay State Capacity as shown in Transporter's Tariff, or the applicable Rate Schedule FT-A general system maximum reservation rate, then this rate may change as the rate in Transporter's Tariff changes. Notwithstanding anything in Article V, Section 4.1 of Transporter's Tariff to the contrary, Shipper shall have the contractual right to extend any Extended Term of the Gas Transportation Agreement in accordance with the procedures set forth in Article V, Section 4.2 of Transporter's Tariff (a "**Subsequent Extended Term**"). The applicable negotiated rate for any Subsequent Extended Term shall be the same as the rate for the Extended Term. For purpose of absolute clarity Shipper and Transporter agree that Shipper will have a contractual right of first refusal in accordance with the procedures set forth in Article V of Transporter's Tariff for continued service after the Extended Term regardless of the rate charged during the Extended Term.

**Delivery Pressure**

**Lawrence Delivery Pressure** – Subject to Transporter's FERC Gas Tariff, and all applicable laws and regulations, Transporter shall deliver gas nominated by Shipper and scheduled by Transporter on this Agreement to Shipper's Lawrence (Meter No. 420121) Primary Delivery Point(s) ("Lawrence Meter") at a minimum pressure of 225 psig ("Lawrence Delivery Pressure Commitment"). At no time shall Tennessee be obligated to deliver at to the Lawrence Meter at a pressure over 225 psig. Transporter's Lawrence Delivery Pressure Commitment is subject to the following conditions being satisfied:

- i.) Shipper shall have nominated and Transporter shall have scheduled the quantities to be delivered at the Lawrence Meter from Shipper's Primary Receipt Point at Haverhill (Meter No. 412510) ("Haverhill Meter") for the; and
- ii.) During the period from December 1 through February 28 of any winter season, Shipper shall have nominated and Transporter shall have scheduled and physically received quantities of at least 22,000 Dth/day at the Haverhill Meter for delivery at the Lawrence Meter; and

- iii.) Quantities delivered at the Lawrence Meter must not exceed the scheduled quantities or the total Primary Firm TQ sold by Transporter at the Lawrence Meter; and
- iv.) Shipper's takes at the Lawrence Meter must be at uniform hourly quantities (ratable flows of 1/24<sup>th</sup> of scheduled quantities every hour) in accordance with Section 4.11 of the FT-A Rate Schedule; and
- v.) The Lawrence Delivery Pressure Commitment shall not be applicable to the extent the facilities necessary for Transporter to meet such obligation are subject to an event covered by Article XII – Excuse of Performance under the General Terms and Conditions of Transporter's Tariff.

In the event that Transporter is unable to maintain the Lawrence Delivery Pressure Commitment but Shipper takes receipt of all, or a portion of, the scheduled quantities at the Lawrence Meter, then Shipper shall be considered unharmed by Transporter's inability to maintain the Lawrence Delivery Pressure Commitment for such scheduled quantities that were taken by Shipper unless Shipper can demonstrate that it was unable to redeliver such quantities on its distribution system solely as a result of Tennessee's inability to maintain the Lawrence Delivery Pressure Commitment. Shipper's exclusive remedy for Transporter's inability to maintain the Lawrence Delivery Commitment shall be to obtain from Transporter Reservation Charge Credits, in accordance with Article XII, Section 5 of the General Terms and Conditions of Transporter's FERC Gas Tariff, for those quantities that Shipper was unable to redeliver off of its distribution due to Transporter's inability to maintain the Agawam Delivery Pressure Commitment, up to the TQ of this Agreement at the Lawrence Meter. Notwithstanding anything else herein to the contrary, Transporter shall not be liable to Shipper for any punitive, indirect, consequential, lost profit, loss of revenue or opportunity, special, or exemplary damages that may arise as a result of Transporter's failure to maintain the Lawrence Delivery Pressure Commitment.

**Agawam Delivery Pressure** – Subject to Transporter's FERC Gas Tariff, and all applicable laws and regulations, Transporter shall deliver gas nominated by Shipper and scheduled by Transporter on this Agreement to Shipper's Agawam (Meter No. 400484) Primary Delivery Point(s) ("Agawam Meter") at a minimum pressure of 300 psig ("Agawam Delivery Pressure Commitment"). At no time shall Tennessee be obligated to deliver at to the Agawam Meter at a pressure over 300 psig. Transporter's Agawam Delivery Pressure Commitment is subject to the following conditions being satisfied:

- i. Shipper shall have nominated and Transporter shall have scheduled the quantities to be delivered at the Agawam Meter from Shipper's Primary Receipt Point at Dracut (Meter No. 412538) ("Dracut Meter") for the quantities to be delivered at the Agawam Meter; and
- ii. Transporter shall have installed and placed into service the Bay State Facilities (provided for in the Precedent Agreement between Transporter and Shipper dated June 29, 2017 and
- iii. Quantities delivered at the Agawam Meter must not exceed the scheduled quantities or the total Primary Firm TQ sold by Transporter at the Agawam Meter; and
- iv. Shipper's takes at the Agawam Meter must be at uniform hourly quantities (ratable flows of 1/24<sup>th</sup> of scheduled quantities every hour) in accordance with Section 4.11 of the FT-A Rate Schedule; and
- v. The Agawam Delivery Pressure Commitment shall not be applicable to the extent the facilities necessary for Transporter to meet such obligation are subject to an event covered by Article XII – Excuse of Performance under the General Terms and Conditions of Transporter's Tariff.

In the event that Transporter is unable to maintain the Agawam Delivery Pressure Commitment but Shipper takes receipt of all, or a portion of, the scheduled quantities at the Agawam Meter, then Shipper shall be considered unharmed by Transporter's inability to maintain the Agawam Delivery Pressure Commitment for such scheduled quantities that were taken by Shipper unless Shipper can demonstrate that it was unable to redeliver such quantities on its distribution system solely as a result of Tennessee's inability to maintain the Agawam Delivery Pressure Commitment. Shipper's exclusive remedy for Transporter's inability to maintain the Agawam Delivery Pressure Commitment shall be to obtain from Transporter Reservation Charge Credits, in accordance with Article XII, Section 5 of the General Terms and Conditions of Transporter's FERC Gas Tariff, for those quantities that Shipper was unable to redeliver off of its distribution due to Transporter's inability to maintain the Agawam Delivery Pressure Commitment, up to the TQ of this Agreement at the Agawam Meter. Notwithstanding anything else herein to the contrary, Transporter shall not be liable to Shipper for any punitive, indirect, consequential, lost profit, loss of revenue or opportunity, special, or exemplary damages that may arise as a result of Transporter's failure to maintain the Agawam Delivery Pressure Commitment.

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

Tariff Submitter: Tennessee Gas Pipeline Company, L.L.C.  
FERC Tariff Program Name: FERC NGA Gas Tariff  
Tariff Title: TGP Tariffs  
Tariff Record Proposed Effective Date: [November 1, 2018](#)  
Tariff Record Title: [0.0.0, 4.33.2, Gas Trans Agmt,  
Negotiated Rate Agreement](#)  
Option Code: A