



November 30, 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. 309057
Docket Nos. RP19-___-000 and CP16-496-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”), Part 154 of the Regulations of the Federal Energy Regulatory Commission (“Commission”), 18 C.F.R. Part 154, and in compliance with the Order Issuing Certificate (“Order”) for the Lone Star Project (“Project”), issued in Docket No. CP16-496-000 on December 15, 2017,¹ Tennessee Gas Pipeline Company, L.L.C. (“Tennessee”) hereby tenders for filing and acceptance (i) revised tariff records to its FERC Gas Tariff (“Tariff”), Sixth Revised Volume No. 1 (“Volume No. 1”) and First Revised Volume No. 2 (“Volume No. 2”), and (ii) a copy of the Gas Transportation Agreement dated November 20, 2014 and the Negotiated Rate Agreement dated November 20, 2014 (collectively, the “Agreements”), with Corpus Christi Liquefaction, LLC (“Corpus Christi” or “Project Shipper”), Service Package Number 309057, 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 January 1, 2019.

¹ *Tennessee Gas Pipeline Company, L.L.C.* 161 FERC ¶ 61,265 (2017).

Statement of Nature, Reasons, and Basis for the Filing

Background

On December 15, 2017, the Commission issued the Order granting Tennessee a certificate of public convenience and necessity to construct, operate, and maintain certain compression facilities located in the State of Texas (the “Project Facilities”). The Project Facilities will enable Tennessee to provide 300,000 dekatherms per day of firm transportation service to Corpus Christi under a 20 year long-term negotiated rate agreement,² from a primary receipt point located in Tennessee’s 500 Line in Jasper County, Mississippi to a primary delivery point at a new interconnection with Cheniere Corpus Christi Pipeline, L.P. located on Tennessee’s 100 Line in San Patricio County, Texas.

Tennessee expects to place in service all the necessary Project facilities required to provide firm service to Corpus Christi by November 30, 2018. On October 9, 2018, in compliance with Section 2.2 of the Gas Transportation Agreement, Corpus Christi informed Tennessee that service under the agreement would commence on January 1, 2019.³

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.⁴ Tennessee made its negotiated rate filing pursuant to the Commission’s *Policy Statement*, which the Commission issued on January 31, 1996, and modified on July 25, 2003.⁵ 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.⁶ The Commission has stated that pipelines’ negotiated rate filings must disclose all consideration linked to the agreement.⁷ As to the disclosure of consideration, the Commission stated, “in any

² On October 8, 2014, Corpus Christi executed a binding precedent agreement with Tennessee providing the required market support for the Project. The precedent agreement included the form of the gas transportation agreement and negotiated rate agreement that the parties agreed to use to execute the Agreements.

³ The commencement of service under the Gas Transportation Agreement is the later of (i) the date determined by Corpus Christi and communicated to Tennessee 90 days prior to such date provided such date is no earlier than January 1, 2019 and no later than June 30, 2019, and (ii) the date on which all Project facilities are place in service.

⁴ *Tenn. Gas Pipeline Co.*, 76 FERC ¶ 61,224, *order on reh’g*, 77 FERC ¶ 61,215 (1996).

⁵ *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*”).

⁶ *Tenn. Gas Pipeline Co.*, 77 FERC at 61,877; *Policy Statement*, 74 FERC at 61,241.

⁷ *Columbia Gulf Transmission Co.*, 85 FERC ¶ 61,373 (1998).

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."⁸

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

The information set forth in the Agreements fully disclose the essential conditions involved in the negotiated rate transactions with Corpus Christi, 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 current pro forma Rate Schedule FT-A transportation service agreement (the "Pro Forma Agreement").⁹

(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 Sections 2.1 and 2.2 to address the commencement date of service under the Gas Transportation Agreement. The Pro Forma Agreement contains alternate or additional language in Sections 1.3 and 15.7 to address regulatory authorizations

⁸ *Id.* at 62,424.

⁹ On October 30, 2017, Tennessee made a filing in Docket No. RP18-118-000 to revise its pro forma service agreements. The proposed revisions to the pro forma service agreements included, among others, alternate or additional language to enable Tennessee and a shipper, whose service is dependent on the completion of construction of expansion facilities by Tennessee, to include language to address conditions precedent and other project related requirements, thereby limiting the need for Tennessee to have to file such agreement with the Commission as a non-conforming agreement. On November 29, 2017, the Commission approved Tennessee's proposal and accepted the Tariff records effective on December 1, 2017. *See* 161 FERC ¶ 61,236 (2017). Tennessee's description of the non-conforming provisions contained in the Gas Transportation Agreement are in comparison to Tennessee's revised Pro Forma Agreement (i.e. the post-December 17, 2017 pro forma service agreement).

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 12.1 stating that the firm transportation service to be provided under the agreement will commence on the Commencement Date (as defined in Article II, Section 2.2 of the Gas Transportation Agreement) and that the agreement will remain in effect until the expiration of twenty years following the Commencement Date 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 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, 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 Corpus Christi. Consistent with the Commission’s Policy Statement on Creditworthiness for Interstate Natural Gas Pipelines and Order Withdrawing Rulemaking Proceeding,¹⁰ the Gas Transportation Agreement includes creditworthiness provisions that require Corpus Christi to meet certain objective creditworthiness standards, or to provide Tennessee with credit support in the form of a guaranty,

¹⁰ 111 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).

letter of credit or a cash security deposit.¹¹ 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. 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.¹²

- (2) Exhibit A of the Gas Transportation Agreement includes non-conforming language under the heading "Other Provisions", providing Corpus Christi with a contractual extension right.¹³ In the Order, the Commission 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,¹⁴ and therefore such provision is non-conforming in nature.¹⁵ 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."¹⁶ Exhibit A of the Gas Transportation Agreement also includes a contractual ROFR provision enabling Corpus Christi to extend the Gas Transportation Agreement beyond the second

¹¹ These creditworthiness provisions were originally included in the precedent agreement between Tennessee and Corpus Christi and are now included in the Gas Transportation Agreement. These creditworthiness provisions include the forms of the guaranty and the standby letter of credit that would apply in the event that Corpus Christi is deemed to be uncreditworthy. Specifically, Section 16.4 of the Gas Transportation Agreement provides that to the extent Corpus Christi is deemed uncreditworthy pursuant to Section 16.2 and 16.3 of the Gas Transportation Agreement, that Corpus Christi shall be required to provide credit assurance to Tennessee in the form of: (i) a guaranty in form substantially similar in all material respects and effect to Exhibit C of the gas transportation agreement, (ii) an irrevocable standby letter of credit substantially similar in all material respects and effect to Exhibit D of the gas transportation agreement, or (iii) a cash security deposit.

¹² 161 FERC ¶ 61,236 (2017); *Texas Eastern Transmission, LP*, 132 FERC P 61,176 (2010).

¹³ Corpus Christi has a contractual right to extend the Primary Term of the Gas Transportation Agreement up to one hundred percent of the contract quantities for up to two terms of five years ("Extended Term") at a negotiated rate equal to the lesser of the negotiated rate in effect during the Primary Term or the applicable general system maximum recourse rate set forth in Tennessee's Tariff, subject to at least a 15 months prior written notice to be provided by Corpus Christi to Tennessee prior to the end of the Primary Term.

¹⁴ 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.

¹⁵ See P 42 of the Order.

¹⁶ See P 43 of the Order.

Extended Term, in accordance with the procedures set forth in Article V, Section 4.2 of the GT&C of Tennessee's Tariff. In the Order, the Commission 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.¹⁷

Tennessee submits that the terms described above do not affect the substantive rights of Corpus Christi or the quality of service offered to Corpus Christi 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 January 1, 2019.

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, as well as to all parties on the official service list for Docket No. CP16-496-000. A paper copy of this filing may only be served if a customer has been granted waiver of electronic service

¹⁷ See P 41 of the Order.

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:

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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 for the Commission to accept the Agreements and related Tariff records listed in Appendix A to become effective on January 1, 2019.

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

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

Respectfully submitted,

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

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

Enclosures

APPENDIX A

Tennessee Gas Pipeline Company, L.L.C.

**Corpus Christi Liquefaction, LLC SP309057
Negotiated Rate and Non-Conforming Agreement Filing**

Issued: November 30, 2018

Effective: January 1, 2019

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

Description	Title	Version
1. Eighth Revised Sheet No. 396B		8.0.0

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

Description	Title	Version
1. Table of Contents	Table of Contents	63.0.0
4.34 Gas Trans Agmt	Corpus Christi Liquefaction, LLC SP309057	0.0.0
4.34.1 Gas Trans Agmt	Exhibit A	0.0.0
4.34.2 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
50. Corpus Christi Liquefaction, LLC, FT-A Gas Transportation Agreement dated October 30, 2018 - Lone Star Project SP309057

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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:	January 1, 2019
Tariff Record Title:	0.0.0, 4.34 Gas Trans Agmt Corpus Christi Liquefaction, LLC SP309057
Option Code:	A

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

THIS AGREEMENT is made and entered into as of the 20 day of November, 2014, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and CORPUS CHRISTI LIQUEFACTION, LLC, a Delaware limited liability company, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

WHEREAS, Transporter has designed its Lone Star Project (the "Project") to provide firm natural gas transportation service from mutually agreeable receipt points located in Zone 1 of Transporter's system to one or more new or existing interconnections located south of Transporter's mainline valve 17 in Transporter's Zone 0;

WHEREAS, Shipper and Transporter entered into a Precedent Agreement for the Project (the "Precedent Agreement"), pursuant to which Transporter agreed to file an application with the Federal Energy Regulatory Commission ("FERC") for the necessary authorizations (i) to provide Shipper certain firm transportation services, and (ii) to construct and operate any facilities necessary to provide such firm transportation service (the "Project Facilities").

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 - Beginning on the Commencement Date (as defined in Section 2.2 below), Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt, from Shipper or for Shipper's account, such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.
- 2.2 COMMENCEMENT OF SERVICE - Service under this Agreement shall commence on the later of: (i) a date which shall be determined by Shipper and communicated to Transporter ninety (90) days prior to such date provided that such date shall be no earlier than January 1, 2019, and no later than June 30, 2019; and (ii) the date on which all of the Project Facilities are placed in-service (the "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(s) of Receipt and Point(s) of Delivery.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event

that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

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

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

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

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

ARTICLE VII

BILLINGS AND PAYMENTS

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

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

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

ARTICLE IX

REGULATION

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

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

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

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place on the Commencement Date, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- 12.1 This contract shall be effective as of the Commencement Date, as defined in Article II, Section 2.2 hereof, and shall remain in force and effect, unless modified as per Exhibit B, until the expiration of twenty (20) years following the Commencement Date ("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 post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Director, Transportation Services

SHIPPER: Corpus Christi Liquefaction, LLC

NOTICES: 700 Milam Street
Suite 800
Houston, Texas 77002

Attention: Donna Lowry

BILLING: 700 Milam Street
Suite 800
Houston, Texas 77002

Attention: Brian Fowler

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

ARTICLE XIV

ASSIGNMENTS

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

ARTICLE XV

MISCELLANEOUS

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

15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

ARTICLE XVI

CREDITWORTHINESS

Notwithstanding anything in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's Tariff to the contrary, and in lieu of the credit requirements set forth in Article XXVI, Section 4 of the General Terms and Conditions of Transporter's Tariff, Shipper shall be required to comply with the following credit requirements:

16.1 In exchange for Transporter's execution of the Precedent Agreement, 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 Commencement Date of this Agreement, and shall have a continuing obligation to satisfy the credit assurance provisions of this Article XVI throughout the term of this Agreement, the Negotiated Rate Agreement and any other related agreements as may be in effect from time to time.

16.2 Creditworthiness. Shipper shall be deemed creditworthy if:

16.2.1 Shipper's (a) senior unsecured debt is rated no lower than BBB- by Standard & Poor's Corporation ("S&P") and at least Baa3 by Moody's Investor Service ("Moody's"); or (b) issuer rating is no lower than Baa3 or better from Moody's and BBB- or better from S&P; and

16.2.2 To the extent Shipper's S&P credit rating is BBB- or Shipper's Moody's credit rating is Baa3, Shipper's short-term and long-term credit outlooks are not negative.

The credit requirements set forth in Sections 16.2.1 and 16.2.2 shall be referred to collectively as the "Minimum Credit Rating Standards." In the event of a split rating from S&P and Moody's, the lower rating will be used to determine Shipper's creditworthiness.

Subject to Section 16.3 below, if Shipper does not meet the Minimum Credit Rating Standards, Shipper shall be deemed uncreditworthy.

16.3 If Shipper does not meet the Minimum Credit Rating Standards, then Shipper may request that Transporter evaluate its creditworthiness based upon Shipper's obligations in this Agreement relative to Shipper's current and future ability to meet its obligations ("Requested Credit Evaluation"). To enable Transporter to perform a Requested Credit Evaluation, Shipper shall provide, at Transporter's request, credit-related information including, but not limited to, the following:

16.3.1 Audited financial statements;

16.3.2 The most recent available interim financial statements, with an attestation by Shipper's Chief Financial Officer that such statements constitute a true, correct, and fair representation of Shipper's financial condition prepared in accordance with United States Generally Accepted Accounting Principles or equivalent;

16.3.3 List of affiliates, parent companies, and subsidiaries;

16.3.4 Publicly available credit reports from credit and bond rating agencies;

16.3.5 Private credit ratings, if obtained by the Shipper

16.3.6 Statement of legal composition.

16.3.7 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws and there must not be pending any petition for involuntary bankruptcy. An exception may be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act if Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on

a court order in effect, and if the Shipper is continuing and continues in the future actually to make payment.

16.3.8 Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.

16.3.9 Any other information Shipper deems relevant and which Shipper is willing to provide.

Following the Requested Credit Evaluation, Transporter shall decide, in its sole discretion: (a) whether, despite the fact that Shipper does not satisfy the Minimum Credit Rating Standards, Transporter will agree to consider Shipper creditworthy for purposes of this Agreement; or, (b) whether Transporter will agree to reduce the amount of collateral support otherwise required to be provided by Shipper pursuant to Section 16.5 below.

16.4 Beginning on the Commencement Date and continuing through the remainder of the term of this Agreement, Negotiated Rate Agreement, and any other related agreements as may be in effect from time to time, to the extent Shipper is deemed to be uncreditworthy pursuant to Section 16.2 and 16.3 of this Agreement, Shipper shall provide credit assurance in an amount determined pursuant to Section 16.5 below and in the form of: (i) a guaranty, in a form substantially similar in all material respects and effect to Exhibit C of this Agreement from a guarantor that satisfies the Minimum Credit Rating Standards; (ii) an irrevocable standby letter of credit substantially similar in all material respects and effect to Exhibit D of this Agreement, from a U.S. banking institution or foreign banking institution with a branch office located in the United States, in each case having assets of at least US\$10 billion and a senior unsecured debt rating or issuer rating of A- or better from S&P and A3 or better from Moody's; or (iii) a cash security deposit.

The credit assurance to be provided to Transporter pursuant to this Section 16.4 shall continue in effect until (i) Shipper is deemed creditworthy as defined in Section 16.2 or 16.3 of this Agreement as applicable, (ii) the execution of a credit agreement to replace this provision, or (iii) the end of the Primary Term of this Agreement, and full payment of all outstanding balances and charges and resolution of any asserted claims with respect thereto has been made by Shipper.

The amount of credit assurance required to be provided by Shipper to Transporter, whether prior to or following the Commencement Date, shall not exceed three (3) years of reservation charges under Shipper's Negotiated Rate Agreement ("Maximum Credit Assurance").

16.5 Beginning on the Commencement Date and continuing through the term of this Agreement, the Negotiated Rate Agreement, and any other related agreements as may be in effect from time to time, to the extent Shipper is required to provide credit assurance to Transporter pursuant to Article XVI of this Agreement, the amount of such credit assurance shall be equal to the product of the monthly reservation rate and the TQ under the FT-A Agreement, multiplied by the number of months set forth in the following table:

Beginning Date	Amount of Credit Assurance Required
Commencement Date	36 months
Sixth Anniversary of the Commencement Date	12 months

16.6 If Shipper does not remedy its failure to provide acceptable credit assurance as required by this Article XVI 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 to Transporter, have the right to terminate this Agreement, the Negotiated Rate Agreement and/or any other related agreements in accordance with the terms of Transporter's Tariff upon thirty days written notice to Shipper.

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.

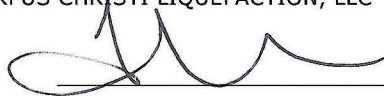
JEG

BY:


Agent and Attorney-in-Fact

CORPUS CHRISTI LIQUEFACTION, LLC

BY:



Corey Grindal

TITLE: Vice President, Supply

DATE:

20-Nov-2014

MD

GAS TRANSPORTATION AGREEMENT
 (For Use Under FT-A Rate Schedule)
 EXHIBIT A
 AMENDMENT NO. 0
 TO GAS TRANSPORTATION AGREEMENT
 DATED January 1, 2019
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.
 AND
 CORPUS CHRISTI LIQUEFACTION, LLC

Amendment Effective Date: January 1, 2019

Service Package: 309057-FTATGP

Service Package TQ: 300,000 Dth

Beginning Date	Ending Date	TQ
01/01/2019	12/31/2039	300000

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
01/01/2019	12/31/2039	412754	GULFSTH/TGP HEIDELBERG GUM AVE: RIP	Gulf South	Jasper	MS	1	R	500	300,000
01/01/2019	12/31/2039	[TBD]	[TBD]	Corpus Christi Pipeline, L.P.	San Patricio	TX	0	D	500	300,000
				Total Receipt TQ:			300,000			
				Total Delivery TQ:			300,000			

Number of Receipt Points: 1
 Number of Delivery Points: 1

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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:

1. Extension Right

Shipper shall have the right to extend the Primary Term of this Agreement up to Shipper's TQ under this Agreement for up to two terms of five (5) years each (each an "Extended Term"), by providing at least fifteen (15) months' written notice to Transporter prior to the end of the Primary Term or Extended Term, as applicable.

If the Shipper elects to extend at a lower TQ, then subsequent Extended Terms will be at the lower TQ. The reservation and commodity rates during the Extended Term shall be a negotiated rate equal to the lesser of: (i) the reservation or commodity rate set forth in Shipper's Negotiated Rate Agreement for the Primary Term listed therein, as applicable, or (ii) the maximum applicable reservation or commodity rate specified in Transporter's Tariff.

2. Contractual ROFR

Following the second Extended Term as outlined immediately above in Paragraph 1, notwithstanding anything in Article V, Section 4.1 of the General Terms and Conditions ("GT&C") of Transporter's Tariff, to the extent Shipper exercises both of its Extension Rights as described above in Paragraph 1, Shipper shall have the contractual right to extend this Agreement beyond the expiration of the second Extended Term pursuant to the procedures set forth in Article V, Section 4.2 of the GT&C of Transporter's Tariff. The rate for any such extended term beyond the expiration of the second Extended Term shall be the applicable maximum recourse rate for service on the Project Facilities for the path of the primary receipt to the primary delivery at the time of this election.

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

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GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)
EXHIBIT C
AMENDMENT NO. 0
TO GAS TRANSPORTATION AGREEMENT
DATED January 1, 2019
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
CORPUS CHRISTI LIQUEFACTION, LLC

GUARANTY

Tennessee Gas Pipeline Company, L.L.C.
3250 Lacey Road, Suite 700
Downers Grove, IL 60515-7918
Attn: Credit Department

Ladies and Gentlemen:

To induce Tennessee Gas Pipeline Company, L.L.C. ("Beneficiary") from time to time to enter into, and/or to continue to perform under one or more agreements, including (i) the Precedent Agreement, dated as of [], between Beneficiary and Corpus Christi Liquefaction, LLC ("Obligor"); and (ii) the Gas Transportation Agreement, dated as of [INSERT], between Beneficiary and Obligor; for services which Beneficiary is authorized to provide under Beneficiary's FERC Gas Tariff (as may be revised from time to time), (the "Agreements"), the undersigned ("Guarantor") hereby unconditionally guarantees the punctual payment when due of: (i) all obligations of Obligor to Beneficiary now or hereafter existing from time to time under the Agreements (collectively, the "Obligations"), as limited below; (ii) interest, if any, on such Obligations; and (iii) any and all reasonable expenses incurred by Beneficiary in enforcing its rights under this Guaranty (including reasonable attorneys' fees and disbursements, court costs, and reasonable collection charges).

Guarantor's liability under this Guaranty shall be unconditional irrespective of: (i) any lack of enforceability of any Obligation; (ii) any change of the time, manner, or place of payment, or any other term of any Obligation; (iii) any exchange, release or non-perfection of any collateral securing payment of any Obligation; (iv) any law, regulation or order of any jurisdiction affecting any term of any Obligation or rights with respect thereto; and (v) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Obligor or a guarantor, including specifically any defense to liability under this Guaranty by virtue of any insolvency, bankruptcy, disability or lack of corporate power of Obligor or Guarantor, or lack of due authorization or execution by Guarantor.

Guarantor waives promptness, diligence, and notices (including notices of nonpayment or default) with respect to any Obligation and any requirement that Beneficiary exhaust any right or take any action against Obligor or any collateral security.

THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO TEXAS STATUTES OR PRINCIPLES RELATING TO CONFLICTS OF LAWS), AND IS INTENDED TO BE PERFORMED IN ACCORDANCE WITH AND TO THE EXTENT PERMITTED BY SUCH LAWS.

This is a continuing guaranty of payment and neither a guaranty of collection, a suretyship agreement nor a guaranty of performance, and shall remain in full force and effect until the earlier of (i) _____ (the "Termination Date"); or (ii) the date on which written notice is received by Beneficiary from Guarantor that this Guaranty has been revoked, provided that Guarantor shall not be released from any liability as to any Obligation existing as of the Termination Date or at the time of receipt of any such notice. Guarantor's liability under this Guaranty with respect to the aggregate principal amount of all Obligations shall not exceed the lesser of the amount of all Obligations outstanding from time to time or US\$ _____.

Until such time as all Obligations have been indefeasibly paid, Guarantor shall have no right to assert, enforce, or otherwise exercise any right of subrogation to any of the rights, security interests, claims or liens which Beneficiary may have in respect of the Obligations.

If any provision of this Guaranty, or the application thereof to any person or circumstances, shall for any reason and to any extent be invalid or unenforceable, neither the remainder of this Guaranty nor the application of such provision to any person or circumstances shall be affected thereby, but shall be enforced to the fullest extent permitted by applicable law.

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This Guaranty shall inure to the benefit of Beneficiary and shall not be assignable without Beneficiary's express written consent, and may be modified only by a written instrument signed by both Guarantor and Beneficiary.

("GUARANTOR")

By: _____

Title: _____

Date: _____

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)
EXHIBIT D
AMENDMENT NO. 0
TO GAS TRANSPORTATION AGREEMENT
DATED January 1, 2019
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
CORPUS CHRISTI LIQUEFACTION, LLC

IRREVOCABLE STANDBY LETTER OF CREDIT

[DATE]

Tennessee Gas Pipeline Company, L.L.C.
3250 Lacey Road, 7TH Floor
Downers Grove, IL 60515-7918
Attn: Credit Manager

For The Account of:
Corpus Christi Liquefaction, LLC
700 Milam Street, Suite 800
Houston, TX 77002

[Insert Issuer Name] ("Issuer") hereby issues this Irrevocable Standby Letter Of Credit number _____ ("Letter of Credit") in favor of Tennessee Gas Pipeline Company, L.L.C. ("Beneficiary") for the account of Corpus Christi Liquefaction, LLC ("Applicant"), in the amount of _____ dollars (\$_____).

Funds drawn hereunder are payable at sight upon Beneficiary's presentation of this Letter of Credit, including any subsequent amendments thereto along with a duly completed, dated and signed statement containing any of the following declarations and reading as substantially set forth as follows:

I, an authorized representative of Beneficiary, with respect to Issuer's Letter of Credit no. _____, hereby certify that:

[As of the date certified, Applicant owes Beneficiary costs, expenses or other amounts under (i) the Precedent Agreement between Tennessee Gas Pipeline Company, L.L.C. and Corpus Christi Liquefaction, LLC dated []; and/or the Gas Transportation Agreement between Tennessee Gas Pipeline Company, L.L.C. and Corpus Christi Liquefaction, LLC, dated [INSERT] (the "Agreement"), which Applicant has failed to pay to Beneficiary within the period of time specified in Agreement, and the amount of this drawing USD (up to the full amount of coverage) is due and owing and remains unpaid under said agreement(s).

Or
Issuer's Letter of Credit no. _____ will expire less than thirty (30) calendar days from the date hereof and an acceptable replacement Letter of Credit has not been provided. Therefore Beneficiary is entitled to draw USD (up to the full amount of coverage) under such letter of credit.

Payment hereunder shall be made by wire transfer of Federal Reserve Bank funds to Beneficiary's account in a bank on the Federal Reserve wire system specified in Beneficiary's demand for payment or by deposit of same day funds into a designated account that Beneficiary maintains with the banking institution designated in such demand.

This Letter of Credit shall initially be effective until _____ [Add as necessary for multi-year underlying obligations: provided however, that this Letter of Credit shall be deemed automatically extended by Issuer without amendment for successive one year periods thereafter, beginning with the initial expiry date hereof, unless at least ninety (90) days prior to the relevant expiration date Issuer notifies Beneficiary by overnight mail or by courier that Issuer has elected not to extend the term of this Letter of Credit for an additional one year period. The address for such notice to Beneficiary is as follows: _____.]

Following any partial drawing, this Letter of Credit will remain in effect (and, if extended, shall be extended in) an amount equal to its then-applicable face amount less the aggregate amount of all partial drawings theretofore made.

All demands, notices, and documents may be submitted to Issuer in writing or by fax to the following address:

[Insert Issuer's address, phone number and fax number]

All Issuer charges are for the account of Applicant.

Issuer hereby engages with Beneficiary that documents drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation as specified if presented on or before the applicable expiry date.

Except as otherwise expressly stated herein, this Irrevocable Standby Letter of Credit is subject to the International Standby Practices 1998 (ISP98), International Chamber of Commerce Publication no. 590 and, to the extent not governed by nor inconsistent with ISP98, to the laws of the State of New York except for conflicts-of-law or related principles that would operate to apply the laws of another jurisdiction.

[Issuer Name]

By: _____

Name: _____

Title: _____

GAS TRANSPORTATION AGREEMENT
 (For Use Under FT-A Rate Schedule) EXHIBIT A
 AMENDMENT NO. 0
 TO GAS TRANSPORTATION AGREEMENT
 DATED January 1, 2019 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C. AND
 CORPUS CHRISTI LIQUEFACTION, LLC

Amendment Effective Date: January 1, 2019 Service Package: 309057-

FTATGP

Service Package TQ: 300,000 Dth

Beginning Date	Ending Date	TQ
01/01/2019	12/31/2039	300000

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
01/01/2019	12/31/2039	412754	GULFSTH/TGP HEIDELBERG GUM AVE: RIP	Gulf South	Jasper	MS	1	R	500	300,000
01/01/2019	12/31/2039	[TBD]	[TBD]	Corpus Christi Pipeline, L.P.	San Patricio	TX	0	D	500	300,000

Total Receipt TQ: 300,000

Total Delivery TQ: 300,000

Number of Receipt Points: 1
 Number of Delivery Points: 1

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

1. Extension Right

Shipper shall have the right to extend the Primary Term of this Agreement up to Shipper's TQ under this Agreement for up to two terms of five (5) years each (each an "Extended Term"), by providing at least fifteen (15) months' written notice to Transporter prior to the end of the Primary Term or Extended Term, as applicable.

If the Shipper elects to extend at a lower TQ, then subsequent Extended Terms will be at the lower TQ. The reservation and commodity rates during the Extended Term shall be a negotiated rate equal to the lesser of: (i) the reservation or commodity rate set forth in Shipper's Negotiated Rate Agreement for the Primary Term listed therein, as applicable, or (ii) the maximum applicable reservation or commodity rate specified in Transporter's Tariff.

2. Contractual ROFR

Following the second Extended Term as outlined immediately above in Paragraph 1, notwithstanding anything in Article V, Section 4.1 of the General Terms and Conditions ("GT&C") of Transporter's Tariff, to the extent Shipper exercises both of its Extension Rights as described above in Paragraph 1, Shipper shall have the contractual right to extend this Agreement beyond the expiration of the second Extended Term pursuant to the procedures set forth in Article V, Section 4.2 of the GT&C of Transporter's Tariff. The rate for any such extended term beyond the expiration of the second Extended Term shall be the applicable maximum recourse rate for service on the Project Facilities for the path of the primary receipt to the primary delivery at the time of this election.

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:	January 1, 2019
Tariff Record Title:	0.0.0, 4.34.2 Gas Trans Agmt, Negotiated Rate Agreement
Option Code:	A



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

November 20, 2014

Corpus Christi Liquefaction, LLC
700 Milam Street, Suite 800
Houston, Texas 77002

Attention: Corey Grindal

RE: Firm Transportation Negotiated Rate Agreement (“Negotiated Rate Agreement”)
Rate Schedule FT-A Service Package No. 309057 (“Service Package”)
Open Season No. 956

Dear Mr. Grindal

Tennessee Gas Pipeline Company, L.L.C. (“Tennessee”) and Corpus Christi Liquefaction, LLC (“CCL”) entered into a Precedent Agreement, dated October 8, 2014 (“Precedent Agreement”) for the Lone Star Project. As part of the Precedent Agreement, CCL elected the negotiated rate option as offered by Tennessee. In response to the request of CCL and pursuant to Section 5.6 of Rate Schedule FT-A of Tennessee’s FERC Gas Tariff, as may be revised from time to time (“Tennessee’s Tariff”), Tennessee hereby agrees to adjust its Rate Schedule FT-A transportation rates for service provided under the above-referenced Service Package, as follows. Any terms that are not defined herein shall have the meaning as set forth in the Service Package.

1. a. From the Commencement Date and for the Primary Term of 20 years following the Commencement Date, the applicable Rate Schedule FT-A transportation reservation rates shall be:
 - (i) A monthly Fixed Negotiated Reservation Rate of \$9.125 per Dth (\$0.30 daily reservation rate).
 - (ii) The monthly Fixed Negotiated Reservation Rate stated above applies to gas delivered by Tennessee on behalf of CCL from its Primary Receipt Point(s) located in Tennessee’s Rate Zone 1 and/or any current or future secondary receipt points within CCL’s transportation path, as that term is defined in Tennessee’s Tariff, to the Primary Delivery Point at the future interconnect to be constructed with Corpus Christi Pipeline, LLC in Tennessee’s Rate Zone 0 and any current or future secondary delivery points in Zone 0 and Zone 1/L within the CCL’s capacity path, as that term is defined in Tennessee’s Tariff.

- (iii) Unless mutually agreed otherwise, in addition to the monthly Fixed Negotiated Reservation Rate set forth above, total daily deliveries (defined as the sum of daily deliveries under this Service Package and daily deliveries under any capacity release agreement(s) associated with this Service Package), exclusive of Authorized Overrun, in excess of 100% of CCL's TQ, up to 150% of CCL's TQ, shall be subject to a fixed incremental daily reservation rate equal to \$0.05 per Dth in addition to the monthly Fixed Reservation Rate set forth above in Section 1(a)(i). For quantities in excess of 150% of CCL's TQ, shall be subject to a fixed incremental daily reservation rate equal to \$0.10 per Dth in addition to the monthly Fixed Reservation Rate set forth above in Section 1(a)(i).
 - b. From the Commencement Date and for the Primary Term of 20 years following the Commencement Date, the applicable Rate Schedule FT-A transportation commodity rates shall be:
 - (i) CCL shall pay a Commodity Rate equal to the then effective applicable general system Minimum Commodity Rate for gas delivered to the Primary Delivery Point and all secondary delivery points within the CCL's capacity path.
 - (ii) For transportation to any secondary delivery point(s) outside of CCL's capacity path, and for total daily deliveries in excess of 100% of CCL's TQ, exclusive of Authorized Overrun, CCL shall pay the then effective, applicable general system Base Commodity Rate.
- 2. In addition to the negotiated reservation and commodity rates set forth above in Section 1(a) and (b), CCL shall pay (i) any and all surcharges specified in Tennessee's Tariff, as such surcharges may be modified from time to time; and (ii) any new surcharges which may be added to Tennessee's Tariff in the future pursuant to any FERC-approved surcharge or cost recovery mechanism of general applicability implemented in a generic proceeding or in a Tennessee-specific proceeding. CCL shall pay all surcharges and other recovery mechanism described herein without regard to whether any such surcharge(s) or recovery mechanisms is a reservation, commodity, or other surcharge or any other recovery mechanism for the recovery of direct or indirect costs.
- 3. In addition, CCL will provide to Tennessee natural gas according to the applicable general system Fuel and Loss Retention Percentage ("F&LR") and shall pay the applicable general system Electric Power Cost Rates ("EPCR") under Rate Schedule FT-A as set forth in Tennessee's Tariff. Provided, however, CCL shall be subject to 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").
- 4. In accordance with Section 4.7 of Tennessee's Rate Schedule FT-A, CCL may elect from time-to-time to amend its Primary Receipt Point(s) from any current or future point located within CCL's capacity path at the Fixed Negotiated Reservation Rate and Commodity Rates specified above in Sections 1(a) and 1(b), respectively. Amendments

of the Primary Receipt outside of CCL's capacity path will be at Tennessee's sole discretion. All amendments are subject to CCL's TQ and available mainline, lateral and meter capacity. In no event shall Tennessee be obligated to modify facilities, nor shall revenue to Tennessee be reduced as a result of such amendments.

5. Engaging an agent to manage CCL's utilization of its gas transportation agreement shall not, on its own, cause CCL to incur the applicable maximum daily commodity rates under Rate Schedule FT-A described hereunder; however, such agent's management of CCL's gas transportation agreement shall be subject to all of the terms and conditions of the gas transportation agreement, this Negotiated Rate Agreement and Tennessee's Tariff.
6. Absent agreement between Tennessee and replacement shipper, capacity temporarily released or assigned pursuant to Tennessee's Tariff shall be charged Tennessee's general system Base Commodity Rate under Rate Schedule FT-A as well as the applicable F&LR, EPCR, and all applicable surcharges. For a release under 18 C.F.R. § 284.8(h) to an asset manager for use under an asset management arrangement with CCL, Tennessee shall determine whether to pass through any discounted or negotiated reservation and commodity rates and applicable F&LR, EPCR and surcharges on a not unduly discriminatory basis. Any replacement shipper granted this discount or asset manager of CCL's gas transportation agreement, shall be subject to all of the terms and conditions of the gas transportation agreement, this Negotiated Rate Agreement and Tennessee's Tariff.
7. If CCL fails to pay correctly invoiced amounts, then, if such failure is not cured within thirty (30) days of provision of notice by Tennessee to CCL of such failure, Tennessee shall have the right to immediately terminate this Negotiated Rate Agreement with CCL and/or assess, from the date of such failure to pay, the applicable maximum rate on the above Service Package for the month(s) in which there was such failure to pay. The foregoing provision shall not apply to invoiced amounts that CCL has disputed.
8. This Negotiated Rate Agreement shall be filed with and is subject to approval by the FERC. If any terms of this Negotiated Rate Agreement are in any way modified by order, rulemaking, regulation, or policy of the FERC, Tennessee and CCL shall negotiate in good faith to amend this Negotiated Rate Agreement to ensure that the original commercial intent of the parties is preserved. If the parties cannot achieve mutual agreement, the Parties will proceed under the Negotiated Rate Agreement as modified by such order, rulemaking, regulation, or policy of the FERC; provided, however, that Tennessee shall be under no obligation to make any provision offered to CCL generally available to all shippers on Tennessee's system.

If CCL is interested in entering into the Negotiated Rate Agreement for firm capacity in accordance with the terms proposed above, please have the authorized representative of CCL execute this Negotiated Rate Agreement, and return to the undersigned. This Negotiated Rate Agreement will become binding upon the parties only after it then is accepted and executed by Tennessee's authorized representative on the below "Agreed to and Accepted" portion. One fully executed copy will be returned for your records.

Please contact me at 713-420-2230 if you have any questions.

Sincerely,



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

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

**CORPUS CHRISTI
LIQUEFACTION, LLC**


AGREED TO AND ACCEPTED

AGREED TO AND ACCEPTED

THIS 20 DAY OF NOVEMBER, 2014

THIS 20 DAY OF NOVEMBER, 2014

By:



By:



Name:

Kimberly S. Watson

Name:

Corey Grindal

Title:

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

Title:

Vice President, Supply

JEG

MD

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
50. [Corpus Christi Liquefaction, LLC, FT-A Gas Transportation Agreement dated October 30, 2018 - Lone Star Project SP309057](#)

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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: [January 1, 2019](#)
Tariff Record Title: [0.0.0, 4.34 Gas Trans Agmt,
Corpus Christi Liquefaction, LLC SP309057](#)

Option Code: A

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

THIS AGREEMENT is made and entered into as of the 20 day of November, 2014, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and CORPUS CHRISTI LIQUEFACTION, LLC, a Delaware limited liability company, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

WHEREAS, Transporter has designed its Lone Star Project (the "Project") to provide firm natural gas transportation service from mutually agreeable receipt points located in Zone 1 of Transporter's system to one or more new or existing interconnections located south of Transporter's mainline valve 17 in Transporter's Zone 0;

WHEREAS, Shipper and Transporter entered into a Precedent Agreement for the Project (the "Precedent Agreement"), pursuant to which Transporter agreed to file an application with the Federal Energy Regulatory Commission ("FERC") for the necessary authorizations (i) to provide Shipper certain firm transportation services, and (ii) to construct and operate any facilities necessary to provide such firm transportation service (the "Project Facilities").

~~NOW THEREFORE, Transporter and Shipper agree as follows:~~

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder
_on each day during the term hereof, as specified on Exhibit "A" attached hereto. Any limitations on the
_quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as
_specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- ~~1.3 COMMENCEMENT DATE shall mean _____. [this blank may include a date certain, a
date either earlier or later than a specified date certain based on the completion of construction of all the
applicable facilities necessary to enable Transporter to provide service under the Agreement, or a
commencement date and any related conditions, including notice requirements, as provided for in a
precedent agreement or related agreement(s) between Transporter and Shipper]~~

ARTICLE II

TRANSPORTATION

- ~~Commencing upon 2.1 Transportation Service - Beginning on the Commencement Date, (as defined in Section 2.2 below), Transporter agrees to accept and receive daily on a firm basis in accordance with Rate Schedule FT-A, at the Point(s) of Receipt, from Shipper or for Shipper's account, such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.~~
- ~~2.2 COMMENCEMENT OF SERVICE - Service under this Agreement shall commence on the later of: (i) a date which shall be determined by Shipper and communicated to Transporter ninety (90) days prior to such date provided that such date shall be no earlier than January 1, 2019, and no later than June 30, 2019; and (ii) the date on which all of the Project Facilities are placed in-service (the "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(s) of Receipt and Point(s) of Delivery.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

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

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

6.1 TRANSPORTATION RATES - Commencing upon the Commencement Date, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff.

Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates ~~and Charges~~ in Transporter's FERC Gas Tariff and in this Rate Schedule ~~FT-A. Transporter and Shipper may mutually agree from time to time to discounted rates or Negotiated Rates for service provided hereunder in accordance with the provisions of Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff.~~

 Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, Extended Receipt and Delivery Service Volumes or 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~~on the Commencement Date, 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 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~~contract shall be effective as of the ~~date hereof. Service hereunder shall commence on the~~ Commencement Date, as defined in Article II, Section 2.2 hereof, 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 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, ~~-if Exhibit "A" does not specify Shipper's extension rights under the Agreement, and 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 ~~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 post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Director, Transportation Services

SHIPPER: Corpus Christi Liquefaction, LLC

NOTICES: 700 Milam Street
Suite 800
Houston, Texas 77002

Attention: Donna Lowry

BILLING: 700 Milam Street
Suite 800
Houston, Texas 77002

Attention: Brian Fowler

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 Exhibit "A" ~~and, when applicable, Exhibit "B"~~ attached hereto ~~are~~ incorporated herein by reference and made a part hereof for all purposes.

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

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

ARTICLE XVI

CREDITWORTHINESS

Notwithstanding anything in Article XXVI, Section 4 of the General Terms and Conditions of Transporter’s Tariff to the contrary, and in lieu of the credit requirements set forth in Article XXVI, Section 4 of the General Terms and Conditions of Transporter’s Tariff, Shipper shall be required to comply with the following credit requirements:

16.1 In exchange for Transporter’s execution of the Precedent Agreement, 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 Commencement Date of this Agreement, and shall have a continuing obligation to satisfy the credit assurance provisions of this Article XVI throughout the term of this Agreement, the Negotiated Rate Agreement and any other related agreements as may be in effect from time to time.

16.2 Creditworthiness. Shipper shall be deemed creditworthy if:

16.2.1 Shipper’s (a) senior unsecured debt is rated no lower than BBB- by Standard & Poor’s Corporation (“S&P”) and at least Baa3 by Moody’s Investor Service (“Moody’s”); or (b) issuer rating is no lower than Baa3 or better from Moody’s and BBB- or better from S&P; and

16.2.2 To the extent Shipper’s S&P credit rating is BBB- or Shipper’s Moody’s credit rating is Baa3, Shipper’s short-term and long-term credit outlooks are not negative.

The credit requirements set forth in Sections 16.2.1 and 16.2.2 shall be referred to collectively as the “Minimum Credit Rating Standards.” In the event of a split rating from S&P and Moody’s, the lower rating will be used to determine Shipper’s creditworthiness.

Subject to Section 16.3 below, if Shipper does not meet the Minimum Credit Rating Standards, Shipper shall be deemed uncreditworthy.

16.3 If Shipper does not meet the Minimum Credit Rating Standards, then Shipper may request that Transporter evaluate its creditworthiness based upon Shipper’s obligations in this Agreement relative to Shipper’s current and future ability to meet its obligations (“Requested Credit Evaluation”). To enable Transporter to perform a Requested Credit Evaluation, Shipper shall provide, at Transporter’s request, credit-related information including, but not limited to, the following:

16.3.1 Audited financial statements;

16.3.2 The most recent available interim financial statements, with an attestation by Shipper’s Chief Financial Officer that such statements constitute a true, correct, and fair representation of Shipper’s financial condition prepared in accordance with United States Generally Accepted Accounting Principles or equivalent;

16.3.3 List of affiliates, parent companies, and subsidiaries;

16.3.4 Publicly available credit reports from credit and bond rating agencies;

16.3.5 Private credit ratings, if obtained by the Shipper

16.3.6 Statement of legal composition.

16.3.7 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws and there must not be pending any petition for involuntary bankruptcy. An exception may be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act if Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if the Shipper is continuing and continues in the future actually to make payment.

16.3.8 Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.

16.3.9 Any other information Shipper deems relevant and which Shipper is willing to provide.

Following the Requested Credit Evaluation, Transporter shall decide, in its sole discretion: (a) whether, despite the fact that Shipper does not satisfy the Minimum Credit Rating Standards, Transporter will agree to consider Shipper creditworthy for purposes of this Agreement; or, (b) whether Transporter will agree to reduce the amount of collateral support otherwise required to be provided by Shipper pursuant to Section 16.5 below.

16.4 Beginning on the Commencement Date and continuing through the remainder of the term of this Agreement, Negotiated Rate Agreement, and any other related agreements as may be in effect from time to time, to the extent Shipper is deemed to be uncreditworthy pursuant to Section 16.2 and 16.3 of this Agreement, Shipper shall provide credit assurance in an amount determined pursuant to Section 16.5 below and in the form of: (i) a guaranty, in a form substantially similar in all material respects and effect to Exhibit C of this Agreement from a guarantor that satisfies the Minimum Credit Rating Standards; (ii) an irrevocable standby letter of credit substantially similar in all material respects and effect to Exhibit D of this Agreement, from a U.S. banking institution or foreign banking institution with a branch office located in the United States, in each case having assets of at least US\$10 billion and a senior unsecured debt rating or issuer rating of A- or better from S&P and A3 or better from Moody's; or (iii) a cash security deposit.

The credit assurance to be provided to Transporter pursuant to this Section 16.4 shall continue in effect until (i) Shipper is deemed creditworthy as defined in Section 16.2 or 16.3 of this Agreement as applicable, (ii) the execution of a credit agreement to replace this provision, or (iii) the end of the Primary Term of this Agreement, and full payment of all outstanding balances and charges and resolution of any asserted claims with respect thereto has been made by Shipper.

The amount of credit assurance required to be provided by Shipper to Transporter, whether prior to or following the Commencement Date, shall not exceed three (3) years of reservation charges under Shipper's Negotiated Rate Agreement ("Maximum Credit Assurance").

16.5 Beginning on the Commencement Date and continuing through the term of this Agreement, the Negotiated Rate Agreement, and any other related agreements as may be in effect from time to time, to the extent Shipper is required to provide credit assurance to Transporter pursuant to Article XVI of this Agreement, the amount of such credit assurance shall be equal to the product of the monthly reservation rate and the TQ under the FT-A Agreement, multiplied by the number of months set forth in the following table:

<u>Beginning Date</u>	<u>Amount of Credit Assurance Required</u>
<u>Commencement Date</u>	<u>36 months</u>
<u>Sixth Anniversary of the Commencement Date</u>	<u>12 months</u>

16.6 If Shipper does not remedy its failure to provide acceptable credit assurance as required by this Article XVI 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 to Transporter, have the right to terminate this Agreement, the Negotiated Rate Agreement and/or any other related agreements in accordance with the terms of Transporter's Tariff upon thirty days written notice to Shipper.

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

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

SHIPPER

BY: _____

TITLE: _____

DATE: _____

|

GAS TRANSPORTATION AGREEMENT
 (For Use Under FT-A Rate Schedule)
 EXHIBIT A
 AMENDMENT NO. 0
 TO GAS TRANSPORTATION AGREEMENT
 DATED January 1, 2019
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.
 AND
CORPUS CHRISTI LIQUEFACTION, LLC

Amendment Effective Date: January 1, 2019

Service Package: 309057-FTATGP

Service Package TQ: 300,000 Dth

Beginning Date	Ending Date	TQ
<u>01/01/2019</u>	<u>12/31/2039</u>	<u>300,000</u>

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
<u>01/01/2019</u>	<u>12/31/2039</u>	<u>412754</u>	<u>GULFSTH/TGP HEIDEL- BERG GUM AVE: RIP</u>	<u>Gulf South</u>	<u>Jasper</u>	<u>MS</u>	<u>1</u>	<u>R</u>	<u>500</u>	<u>300,000</u>
<u>01/01/2019</u>	<u>12/31/2039</u>	<u>[TBD]</u>	<u>[TBD]</u>	<u>Corpus Christi Pipeline, L.P.</u>	<u>San Patricio</u>	<u>TX</u>	<u>0</u>	<u>D</u>	<u>500</u>	<u>300,000</u>

Total Receipt TQ: 300,000

Total Delivery TQ: 300,000

Number of Receipt Points: 1

Number of Delivery Points: 1

~~[[If applicable, include the following:]]~~ 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~~[""]~~:

1. Extension Right

Shipper shall have the right to extend the Primary Term of this Agreement up to Shipper's TQ under this Agreement for up to two terms of five (5) years each (each an "Extended Term"), by providing at least fifteen (15) months' written notice to Transporter prior to the end of the Primary Term or Extended Term, as applicable.

If the Shipper elects to extend at a lower TQ, then subsequent Extended Terms will be at the lower TQ. The reservation and commodity rates during the Extended Term shall be a negotiated rate equal to the lesser of: (i) the reservation or commodity rate set forth in Shipper's Negotiated Rate Agreement for the Primary Term listed therein, as applicable, or (ii) the maximum applicable reservation or commodity rate specified in Transporter's Tariff.

2. Contractual ROFR

Following the second Extended Term as outlined immediately above in Paragraph 1, notwithstanding anything in Article V, Section 4.1 of the General Terms and Conditions ("GT&C") of Transporter's Tariff, to the extent Shipper exercises both of its Extension Rights as described above in Paragraph 1, Shipper shall have the contractual right to extend this Agreement beyond the expiration of the second Extended Term pursuant to the procedures set forth in Article V, Section 4.2 of the GT&C of Transporter's Tariff. The rate for any such extended term beyond the expiration of the second Extended Term shall be the applicable maximum recourse rate for service on the Project Facilities for the path of the primary receipt to the primary delivery at the time of this election.

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

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)
EXHIBIT C
AMENDMENT NO. 0
TO GAS TRANSPORTATION AGREEMENT
DATED January 1, 2019
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
CORPUS CHRISTI LIQUEFACTION, LLC

GUARANTY

Tennessee Gas Pipeline Company, L.L.C.
3250 Lacey Road, Suite 700
Downers Grove, IL 60515-7918
Attn: Credit Department

Ladies and Gentlemen:

To induce Tennessee Gas Pipeline Company, L.L.C. ("Beneficiary") from time to time to enter into, and/or to continue to perform under one or more agreements, including (i) the Precedent Agreement, dated as of [_____], between Beneficiary and Corpus Christi Liquefaction, LLC ("Obligor"); and (ii) the Gas Transportation Agreement, dated as of [INSERT], between Beneficiary and Obligor; for services which Beneficiary is authorized to provide under Beneficiary's FERC Gas Tariff (as may be revised from time to time), (the "Agreements"), the undersigned ("Guarantor") hereby unconditionally guarantees the punctual payment when due of: (i) all obligations of Obligor to Beneficiary now or hereafter existing from time to time under the Agreements (collectively, the "Obligations"), as limited below; (ii) interest, if any, on such Obligations; and (iii) any and all reasonable expenses incurred by Beneficiary in enforcing its rights under this Guaranty (including reasonable attorneys' fees and disbursements, court costs, and reasonable collection charges).

Guarantor's liability under this Guaranty shall be unconditional irrespective of: (i) any lack of enforceability of any Obligation; (ii) any change of the time, manner, or place of payment, or any other term of any Obligation; (iii) any exchange, release or non-perfection of any collateral securing payment of any Obligation; (iv) any law, regulation or order of any jurisdiction affecting any term of any Obligation or rights with respect thereto; and (v) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Obligor or a guarantor, including specifically any defense to liability under this Guaranty by virtue of any insolvency, bankruptcy, disability or lack of corporate power of Obligor or Guarantor, or lack of due authorization or execution by Guarantor.

Guarantor waives promptness, diligence, and notices (including notices of nonpayment or default) with respect to any Obligation and any requirement that Beneficiary exhaust any right or take any action against Obligor or any collateral security.

THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO TEXAS STATUTES OR PRINCIPLES RELATING TO CONFLICTS OF LAWS), AND IS INTENDED TO BE PERFORMED IN ACCORDANCE WITH AND TO THE EXTENT PERMITTED BY SUCH LAWS.

This is a continuing guaranty of payment and neither a guaranty of collection, a suretyship agreement nor a guaranty of performance, and shall remain in full force and effect until the earlier of (i) _____ (the "Termination Date"); or (ii) the date on which written notice is received by Beneficiary from Guarantor that this Guaranty has been revoked, provided that Guarantor shall not be released from any liability as to any Obligation existing as of the Termination Date or at the time of receipt of any such notice. Guarantor's liability under this Guaranty with respect to the aggregate principal amount of all Obligations shall not exceed the lesser of the amount of all Obligations outstanding from time to time or US\$ _____.

Until such time as all Obligations have been indefeasibly paid, Guarantor shall have no right to assert, enforce, or otherwise exercise any right of subrogation to any of the rights, security interests, claims or liens which Beneficiary may have in respect of the Obligations.

If any provision of this Guaranty, or the application thereof to any person or circumstances, shall for any reason and to any extent be invalid or unenforceable, neither the remainder of this Guaranty nor the application of such provision to any person or circumstances shall be affected thereby, but shall be enforced to the fullest extent permitted by applicable law.

This Guaranty shall inure to the benefit of Beneficiary and shall not be assignable without Beneficiary's express written consent, and may be modified only by a written instrument signed by both Guarantor and Beneficiary.

("GUARANTOR")

By: _____

Title: _____

Date: _____

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)
EXHIBIT D
AMENDMENT NO. 0
TO GAS TRANSPORTATION AGREEMENT
DATED January 1, 2019
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
CORPUS CHRISTI LIQUEFACTION, LLC
IRREVOCABLE STANDBY LETTER OF CREDIT

[DATE]

Tennessee Gas Pipeline Company, L.L.C.
3250 Lacey Road, 7TH Floor
Downers Grove, IL 60515-7918
Attn: Credit Manager

For The Account of:
Corpus Christi Liquefaction, LLC
700 Milam Street, Suite 800
Houston, TX 77002

[Insert Issuer Name] ("Issuer") hereby issues this Irrevocable Standby Letter Of Credit number _____ ("Letter of Credit") in favor of Tennessee Gas Pipeline Company, L.L.C. ("Beneficiary") for the account of Corpus Christi Liquefaction, LLC ("Applicant"), in the amount of _____ dollars (\$ _____).

Funds drawn hereunder are payable at sight upon Beneficiary's presentation of this Letter of Credit, including any subsequent amendments thereto along with a duly completed, dated and signed statement containing any of the following declarations and reading as substantially set forth as follows:

I, an authorized representative of Beneficiary, with respect to Issuer's Letter of Credit no. _____, hereby certify that:

[As of the date certified, Applicant owes Beneficiary costs, expenses or other amounts under (i) the Precedent Agreement between Tennessee Gas Pipeline Company, L.L.C. and Corpus Christi Liquefaction, LLC dated [____]; and/or the Gas Transportation Agreement between Tennessee Gas Pipeline Company, L.L.C. and Corpus Christi Liquefaction, LLC, dated [INSERT] (the "Agreement"), which Applicant has failed to pay to Beneficiary within the period of time specified in Agreement, and the amount of this drawing USD (up to the full amount of coverage) is due and owing and remains unpaid under said agreement(s).

Or

Issuer's Letter of Credit no. _____ will expire less than thirty (30) calendar days from the date hereof and an acceptable replacement Letter of Credit has not been provided. Therefore Beneficiary is entitled to draw USD (up to the full amount of coverage) under such letter of credit.

Payment hereunder shall be made by wire transfer of Federal Reserve Bank funds to Beneficiary's account in a bank on the Federal Reserve wire system specified in Beneficiary's demand for payment or by deposit of same day funds into a designated account that Beneficiary maintains with the banking institution designated in such demand.

This Letter of Credit shall initially be effective until _____ [Add as necessary for multi-year underlying obligations: provided however, that this Letter of Credit shall be deemed automatically extended by Issuer without amendment for successive one year periods thereafter, beginning with the initial expiry date hereof, unless at least ninety (90) days prior to the relevant expiration date Issuer notifies Beneficiary by overnight mail or by courier that Issuer has elected not to extend the term of this Letter of Credit for an additional one year period. The address for such notice to Beneficiary is as follows: _____.]

Following any partial drawing, this Letter of Credit will remain in effect (and, if extended, shall be extended in) an amount equal to its then-applicable face amount less the aggregate amount of all partial drawings theretofore made.

All demands, notices, and documents may be submitted to Issuer in writing or by fax to the following address:

[Insert Issuer's address, phone number and fax number]

All Issuer charges are for the account of Applicant.

Issuer hereby engages with Beneficiary that documents drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation as specified if presented on or before the applicable expiry date.

Except as otherwise expressly stated herein, this Irrevocable Standby Letter of Credit is subject to the International Standby Practices 1998 (ISP98), International Chamber of Commerce Publication no. 590 and, to the extent not governed by nor inconsistent with ISP98, to the laws of the State of New York except for conflicts-of-law or related principles that would operate to apply the laws of another jurisdiction.

[Issuer Name]

By: _____

Name: _____

Title: _____

GAS TRANSPORTATION AGREEMENT
 (For Use Under FT-A Rate Schedule) EXHIBIT A
AMENDMENT NO. 0
TO GAS TRANSPORTATION AGREEMENT
 DATED January 1, 2019 BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C. AND
CORPUS CHRISTI LIQUEFACTION, LLC

Amendment Effective Date: January 1, 2019 Service Package: 309057-

FTATGP

Service Package TQ: 300,000 Dth

<u>Beginning Date</u>	<u>Ending Date</u>	<u>TQ</u>
<u>01/01/2019</u>	<u>12/31/2039</u>	<u>300000</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>01/01/2019</u>	<u>12/31/2039</u>	<u>412754</u>	<u>GULFSTH/TGP HEIDELBERG GUM AVE: RIP</u>	<u>Gulf South</u>	<u>Jasper</u>	<u>MS</u>	<u>1</u>	<u>R</u>	<u>500</u>	<u>300,000</u>
<u>01/01/2019</u>	<u>12/31/2039</u>	<u>[TBD]</u>	<u>[TBD]</u>	<u>Corpus Christi Pipeline, L.P.</u>	<u>San Patricio</u>	<u>TX</u>	<u>0</u>	<u>D</u>	<u>500</u>	<u>300,000</u>

Total Receipt TQ: 300,000
Total Delivery TQ: 300,000

Number of Receipt Points: 1
Number of Delivery Points: 1

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

1. Extension Right

Shipper shall have the right to extend the Primary Term of this Agreement up to Shipper's TQ under this Agreement for up to two terms of five (5) years each (each an "Extended Term"), by providing at least fifteen (15) months' written notice to Transporter prior to the end of the Primary Term or Extended Term, as applicable.

If the Shipper elects to extend at a lower TQ, then subsequent Extended Terms will be at the lower TQ. The reservation and commodity rates during the Extended Term shall be a negotiated rate equal to the lesser of: (i) the reservation or commodity rate set forth in Shipper's Negotiated Rate Agreement for the Primary Term listed therein, as applicable, or (ii) the maximum applicable reservation or commodity rate specified in Transporter's Tariff.

2. Contractual ROFR

Following the second Extended Term as outlined immediately above in Paragraph 1, notwithstanding anything in Article V, Section 4.1 of the General Terms and Conditions ("GT&C") of Transporter's Tariff, to the extent Shipper exercises both of its Extension Rights as described above in Paragraph 1, Shipper shall have the contractual right to extend this Agreement beyond the expiration of the second Extended Term pursuant to the procedures set forth in Article V, Section 4.2 of the GT&C of Transporter's Tariff. The rate for any such extended term beyond the expiration of the second Extended Term shall be the applicable maximum recourse rate for service on the Project Facilities for the path of the primary receipt to the primary delivery at the time of this election.

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:	<u>January 1, 2019</u>
Tariff Record Title:	<u>0.0.0, 4.34.2 Gas Trans Agmt, Negotiated Rate Agreement</u>
Option Code:	A