



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

October 8, 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.
Broad Run Expansion Project
Amendment to Gas Transportation Agreement
Docket No. RP19-____-000 and CP15-77-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Regulations of the Federal Energy Regulatory Commission (“Commission”), 18 C.F.R. Part 154, Tennessee Gas Pipeline Company, L.L.C. (“Tennessee”) hereby tenders for filing and acceptance a copy of an amendment dated October 8, 2018 (“Amendment”) to a Gas Transportation Agreement with Antero Resources Corporation (“Antero”), dated February 24, 2016, as amended on July 12, 2018.

Tennessee submits the Amendment for inclusion in First Revised Volume No. 2 (“Volume No. 2”) of its FERC Gas Tariff (“Tariff”) as well as a revised Table of Contents for Volume No. 2. The Amendment and the related Tariff records supplement Tennessee’s July 13, 2018 negotiated rate and non-conforming agreement filing submitted in Docket Nos. RP18-978-000 and CP15-77-000 (“July 13 Filing”) and approved by the Commission by letter order dated August 14, 2018 (“August 14 Letter Order”).¹

Tennessee respectfully requests that the Commission issue an order accepting the Amendment and related Tariff records listed on Appendix A to become effective October 9, 2018, the anticipated partial in-service of the Project facilities.

Statement of Nature, Reasons, and Basis for the Filing

Background

On September 6, 2016, in Docket No. CP15-77-000, the Commission issued an order for the Broad Run Expansion Project (“Project”), granting Tennessee a certificate of public convenience and necessity to construct and operate certain compression facilities to be located in Kentucky, Tennessee, and West Virginia and to abandon certain compression facilities in

¹ The service package number for the agreements submitted in the July 13 Filing and approved by the Commission in the August 14 Letter Order has been updated from Service Package Number 315617 to Service Package Number 341221 when the agreements were entered into Tennessee’s DART system.

West Virginia (the “Order”).² The purpose of the Project is to (i) enable Tennessee to provide up to 200,000 dekatherms per day of incremental firm transportation service to Antero, the Project shipper from a primary receipt point located in Kanawha County, West Virginia (Meter No. 400459) on Tennessee’s Broad Run Lateral in Zone 3 to a primary delivery point located in Forrest County, Mississippi (Meter No. 420099) on Tennessee’s 500 Line system in Zone L (the “Market Component”) and (ii) replace older, less efficient compression facilities with more efficient and cleaner burning units at two existing compressor stations (the “Replacement Component”). All of the firm capacity created by the Market Component Project facilities has been contracted for by Antero.

In the July 13 Filing, Tennessee submitted for filing and acceptance a copy of the Antero agreements applicable to service on the Project facilities.³ In the July 13 Filing, Tennessee explained that the Project facilities were expected to be placed in service by August 15, 2018. Tennessee has requested and received Commission approval to place in-service several Project components prior to placing the entire Project in-service.⁴ Tennessee currently anticipates that it will place a portion of the remaining Project facilities in service as early as October 9, 2018 and anticipates that it will place all Project facilities in service soon thereafter. After informing Antero of the partial in-service of some of the Project facilities and of Tennessee’s ability to provide Antero with partial service on the Project facilities, Antero expressed interest in receiving this partial service. To effectuate this partial service, Tennessee and Antero have entered into the Amendment.

Instant Filing

Tennessee submits for filing with the Commission the referenced Amendment. Article II, Section 2.2 of the Gas Transportation Agreement, as amended by the Amendment, specifies the commencement date of service and the contract quantities that will be applicable during the interim period.⁵

² *Tennessee Gas Pipeline Company, L.L.C.*, 156 FERC ¶ 61,157 (2016); *order denying reh’g and dismissing clarification*, 163 FERC ¶ 61,190 (2018).

³ As more fully explained in the July 13 Filing, these agreements contain negotiated rates and non-conforming language, which were approved by the Commission in the August 14 Letter Order.

⁴ On January 29, 2018, the Commission authorized Compressor Station 875 to be placed in service, and that station was placed in service on September 11, 2018. On March 1, 2018, the Commission authorized Compressor Station 106 to be placed in service, which occurred effective March 6, 2018, and on March 20, 2018, the Commission authorized CS 114 to be placed in service, which occurred effective March 26, 2018. On September 13, 2018, the Commission authorized Compressor Station 119A to be placed in service, and that station was placed in service on September 27, 2018. A request to place the remaining Project facilities (Compressor Station 118A and Compressor Station 563) in service was filed with the Commission on September 13, 2018 and remains pending. Tennessee will notify the Commission when the remaining two compressor stations are mechanically complete and ready to flow gas.

⁵ Tennessee is required to provide advance notice to Antero specifying the date when Tennessee will be able to provide the full or partial service to Antero under the Gas Transportation Agreement. The Commencement Date under the Gas Transportation Agreement is the earlier of (1) a mutually agreeable date between Tennessee and Antero that Antero will accept a partial TQ of 110,000 dekatherms per day or greater of transportation service, as applicable, using a portion of the Project facilities, or (2) the date on which Tennessee notifies Antero in writing that Tennessee is able to provide the full TQ of 200,000 dekatherms per day of transportation service to Antero using all of the Project facilities.

The Amendment modifies the commencement date of service and the contract quantities to enable Tennessee to provide service to Antero during the interim period prior to all Project facilities being placed in-service.⁶ These provisions are fill-in-the-blank provisions permitted under Tennessee's Tariff. Tennessee respectfully requests that the Commission accept the Amendment and related Tariff records listed on Appendix A to become effective on October 9, 2018, the anticipated partial in-service of the Project facilities.⁷

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 and B attached;
- (2) 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 copy of the Amendment; and
- (5) A copy of the entire filing in PDF format for posting on eLibrary.

Service and Correspondence

The undersigned certifies that a copy of this filing has been served electronically pursuant to 18 C.F.R. § 154.208 on Tennessee's customers and affected state regulatory commissions. A paper copy of this filing may only be served if a customer has been granted waiver of electronic service pursuant to 18 C.F.R. Part 390 of the Commission's regulations. In addition, an electronic copy of this filing is available for public inspection during regular business hours in Tennessee's office at 1001 Louisiana Street, Suite 1000, Houston, Texas 77002.

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

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

* Jacquelyne M. Rocan
Assistant General Counsel

* Carlos Oblitas
Director, Rates and Regulatory Affairs

⁶ The Amendment has no impact on the negotiated rate contained in the previously filed and approved negotiated rate agreement which Antero will pay based on the applicable contract quantities of partial service on the Project facilities until such time as the full Project facilities and service quantity is achieved.

⁷ The replaced Tariff records, 1. Table of Contents, Version 57.0.0 and 4.31.2 Gas Trans Agmt, Negotiated Rate Agreement, Version 0.0.0, FERC Record ID 1772, that were included in July 13, 2018 filing, are listed in Appendix B. Tennessee is hereby replacing these Tariff records with 1. Table of Contents, Version 58.0.1 updated with a new effective date, and 4.32.2 Gas Trans Agmt, Negotiated Rate Agreement, Version 0.0.0 updated with the correct Tariff record number; both listed in Appendix A.

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1001 Louisiana Street, Suite 1000
Houston, TX 77002
Telephone: (713) 420-5771
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* Persons designated for service in accordance with Rule 2010 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.2010. Additionally, service via email is requested in lieu of paper copies.

Effective Date and Waiver

Tennessee respectfully requests all waivers that may be necessary, including waiver of the 30-day notice period pursuant to Section 154.207 of the Commission's regulations, to accept the Amendment and related Tariff records listed on Appendix A to become effective October 9, 2018, the anticipated partial in-service of the Project facilities.

Pursuant to Section 154.7(a)(9) of the Commission's regulations, Tennessee hereby moves to place the revised Tariff records listed on Appendix A 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.

**Antero–Broad Run Expansion Project
Negotiated Rate and Non-Conforming Agreements Filing**

Instant filing: Docket No. RP19-____-000

Issued: October 8, 2018

Effective: October 9, 2018

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

	Description	Title	Version
1.	Table of Contents	Table of Contents	58.0.1
4.32.2	Gas Trans Agmt	Negotiated Rate Agreement	0.0.0
4.32.3	Gas Trans Agmt	Amendment to Gas Trans Agmt	0.0.0

APPENDIX B

Tennessee Gas Pipeline Company, L.L.C.

**Antero –Broad Run Expansion Project
Negotiated Rate and Non-Conforming Agreements Filing**

Replaced Tariff Section

July 13, 2018 Filing: Docket No. RP18-978-000

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

Description	Title	Version
1. Table of Contents	Table of Contents	57.0.0
4.31.2 Gas Trans Agmt	Negotiated Rate Agreement	0.0.0

CLEAN TARIFF SHEETS / RECORDS

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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:	October 9, 2018
Tariff Record Title:	0.0.0, 4.32.2, Gas Trans Agmt Negotiated Rate Agreement
Option Code:	A

**AMENDMENT TO GAS TRANSPORTATION AGREEMENT AND NEGOTIATED
RATE AGREEMENT**

Tennessee Gas Pipeline Company, L.L.C. ("**Tennessee**") and Antero Resources Corporation ("**Antero**") are parties to: (i) a Gas Transportation Agreement, dated February 24, 2016; and (ii) a Negotiated Rate Agreement, dated February 1, 2018. For purposes of this Amendment, the Gas Transportation Agreement and Negotiated Rate Agreement shall be referred to collectively as the "**Service Package**," and Tennessee and Antero may be referred to collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, there exists the above-referenced Service Package between the Parties;

WHEREAS, the Service Package was originally designated by Tennessee as Tennessee FT-A Service Package No. 305043

WHEREAS, for certain administrative reasons, Tennessee now desires to designate the Service Package as Tennessee FT-A Service Package No. 315617.


NOW THEREFORE, in consideration of the mutual benefits to be obtained herefrom, the rights and duties assessed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Throughout the entire Service Package, including both the Gas Transportation Agreement and the Negotiated Rate Agreement, all references to Service Package No. 305043 shall be replaced with Service Package No. 315617.
2. This Amendment may be signed in counterparts, each of which shall constitute an original and together which shall constitute one and the same agreement.
3. Except as modified herein, all other terms and conditions of the Service Package, as previously amended, shall remain unchanged and in full force and effect.


IN WITNESS WHEREOF, the parties signify their agreement by signature below.

AGREED AND ACCEPTED:

**ANTERO RESOURCES
CORPORATION**

By: 
Name: MARK D. MAUZ
Title: SVP
Date: 7-12-2018

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

By: 
Name: Preston Troutman
Title: VP, Business Development
Date: 7-12-2018

JMR



NEGOTIATED RATE AGREEMENT

February 1, 2018

Antero Resources Corporation
1625 17th Street
Denver, Colorado 80202
Attention: Steve Woodward

RE: Firm Transportation Negotiated Rate Letter Agreement (“Negotiated Rate Agreement”)
Tennessee FT-A Service Package No. 305043
Service Package includes Rate Schedule FT-A Service Agreement and Negotiated Rate
Agreement
Open Season No. 911

Dear Steve:

Tennessee Gas Pipeline Company, L.L.C. (“Transporter”) and Antero Resources Corporation (“Shipper”) entered into a Precedent Agreement, dated March 21, 2014, as amended on September 16, 2014 and February 26, 2016 (“Precedent Agreement”). As part of the Precedent Agreement, Shipper elected the negotiated rate option as offered by Transporter. In response to the request of Shipper and pursuant to Section 5.6 of Rate Schedule FT-A of Transporter’s FERC Gas Tariff, as may be revised from time to time (“Tariff”), Transporter hereby agrees to adjust its Rate Schedule FT-A transportation rates for service provided under the above-referenced Service Package, as follows. Any terms that are not defined herein shall have the meaning as set forth in the Service Package or the Tariff.

1. For the period commencing on the Commencement Date, and extending for a term of fifteen (15) years, for gas from Shipper’s Primary Receipt Point(s) or any secondary receipt point(s) within the Transportation Path when delivering to Shipper’s Primary Delivery Point(s) or secondary delivery point(s) within the Transportation Path, the applicable Rate Schedule FT-A reservation and commodity rates for volumes up to Shipper’s Transportation Quantity (“TQ”) will be:
 - i. A fixed monthly Reservation Rate of \$16.8319 per Dth of TQ.
 - ii. A fixed volumetric Commodity Rate of \$0.0169 per Dth.

Volumes in excess of Shipper’s Total TQ shall be charged a commodity rate equal to the greater of (i) \$0.0169 per Dth; and (ii) Transporter’s maximum commodity rate per Dth for the applicable rate zones as set forth in Transporter’s Tariff.

2. In addition to the fixed negotiated rates set forth above in Section 1(i) and (ii), Shipper shall pay (i) any and all surcharges specified in Transporter's Tariff, as such surcharges may be modified from time to time; and (ii) any new surcharges which may be added to Transporter'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 Transporter-specific proceeding. Shipper shall pay all surcharges and other recovery mechanism described in Section 2(i) and 2(ii) above 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, Shipper will provide to Transporter natural gas according to the applicable general system Fuel and Loss Retention Percentage("F&LR") and Electric Power Cost Rates ("EPCR") under Rate Schedule FT-A as set forth in Transporter's Tariff. Provided, however, Shipper shall pay incremental F&LR and EPCR applicable to the Project to the extent such charges are imposed on the Project by the Federal Energy Regulatory Commission.
4. Shipper shall have a one-time right to extend the Primary Term and TQ for five (5) years (the "Extended Term") at the Negotiated Rate by providing twenty-four (24) months' prior written notice to Transporter. Subsequent extensions after the Extended Term shall be at the applicable maximum recourse rates(s) for service on the Appurtenant Project facilities and subject to the extension and right of first refusal provisions contained in Article V, Section 4.2 of Transporter's Tariff.
5. In accordance with Section 4.7 of Transporter's Rate Schedule FT-A, Shipper may elect from time to time to amend its Primary Receipt Point(s) from any current or future point located within Shipper's capacity path at the fixed negotiated reservation and commodity Rates specified above in Section 1(i) and 1(ii) respectively. Amendments outside of Shipper's capacity path will be subject to the mutual agreement of Transporter and Shipper. All amendments are subject to Shipper's TQ and available mainline, lateral and meter capacity. In no event shall Transporter be obligated to modify facilities, nor shall revenue to Transporter be reduced as a result of such amendments.
6. In the event of a temporary capacity release from Shipper to a replacement shipper, the negotiated commodity rate set forth in Section 1(ii) of this Agreement shall not automatically be passed through to the replacement shipper; instead the commodity rate to be paid by such replacement shipper shall be determined between Transporter and such replacement shipper. For a release under 18 C.F.R. § 284.8(h) to an asset manager for use under an asset management arrangement with Shipper, Transporter will pass through to such asset manager the negotiated commodity rate set forth in Section 1(ii) of this Agreement. Any replacement shipper or asset manager of Shipper's gas transportation agreement shall be subject to all of the terms and conditions of the gas transportation agreement, this Negotiated Rate Agreement and Transporter's Tariff.
7. This Negotiated Rate Agreement shall be filed with and is subject to approval by the Federal Energy Regulatory Commission. If any terms of this Negotiated Rate Agreement are in any way modified by order, rulemaking, regulation, or policy of the Federal Energy

Regulatory Commission, Transporter and Shipper shall negotiate in good faith to amend this Negotiated Rate Agreement to ensure that the original commercial intent of the parties is preserved. If the parties cannot achieve mutual agreement, the Parties will proceed under the Negotiated Rate Agreement as modified by such order, rulemaking, regulation, or policy of the FERC; provided, however, that Transporter shall be under no obligation to make any provision offered to Shipper generally available to all shippers on Transporter's system.

8. If, at any time during the period commencing on the Commencement Date and continuing for seven years, six months thereafter, (i) Transporter places into service new expansion facilities on the Broad Run Lateral pursuant to a certificate of public convenience and necessity issued by the Federal Energy Regulatory Commission ("Subsequent Expansion"), and (ii) Transporter, as part of that Subsequent Expansion, provides expansion firm transportation service ("Expansion Service") directly to any other shipper (not including Antero or its affiliates) ("Third Party Shipper"), at a firm reservation rate that is lower than Shipper's fixed monthly negotiated reservation rate ("Shipper's Negotiated Reservation Rate"), then, subject to the conditions below, Transporter shall offer to adjust Shipper's Negotiated Reservation Rate to equal such lower rate offered to a Third Party Shipper. Transporter shall only be obligated to adjust Shipper's Negotiated Reservation Rate if all of the following conditions are satisfied:
 - i. the Expansion Service provided to the Third Party Shipper must be for any new firm transportation service of natural gas from primary receipt points located on Transporter's Broad Run Lateral in Zone 3 to primary delivery points located in Transporter's Zone 1;
 - ii. the term of the Expansion Service must be greater than five (5) years; and
 - iii. the Expansion Service is not service between Transporter and a replacement shipper under a capacity release.

Transporter shall provide prompt written notice to Shipper whenever Transporter has entered into a binding Precedent Agreement or a Gas Transportation Agreement with a Third Party Shipper for Expansion Service which would trigger this Most Favored Nations Clause and shall offer such lower rate to Shipper. Shipper shall have five (5) business days in which to accept Transporter's offer of the lower Third Party Shipper's rate. If Shipper accepts Transporter's offer, then Transporter shall adjust Shipper's Negotiated Reservation Rate effective on the date that Transporter initiates Expansion Service to the Third Party Shipper.

Such rate adjustment shall be applicable only during Shipper's Primary Term and only for the term of such Expansion Service and only for that portion of Shipper's Transportation Quantity calculated pursuant to the following formula:

$$\frac{A*B}{C}$$

where:

A = The lesser of the Third Party Shipper's Transportation Quantity subject to the lower rate, or 790,000 Dth.

B = Shipper's Transportation Quantity under the referenced Service Package.

C = 790,000 Dth.

9. This Negotiated Rate Agreement will become binding upon the parties only after it is accepted and executed by Shipper's and Transporter's authorized representative on the below "Agreed to and Accepted" portion.

Sincerely,

Paul Smith
Business Development
Tennessee Gas Pipeline Company, L.L.C.

TENNESSEE GAS PIPELINE COMPANY,
L.L.C.

ANTERO RESOURCES CORPORATION

AGREED TO AND ACCEPTED

AGREED TO AND ACCEPTED

THIS 13TH DAY OF February, 2018.

THIS 1st DAY OF February, 2018.

By: [Signature]
Name: Ernesto A. Ochoa
Title: Vice President, Commercial

By: [Signature]
Name: Mark D Mauz
Title: Sr. Vice President Marketing

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:	October 9, 2018
Tariff Record Title:	0.0.0, 4.32.3 Gas Trans Agmt Amendment to Gas Trans Agmt
Option Code:	A

SECOND AMENDMENT TO GAS TRANSPORTATION AGREEMENT

This Second Amendment ("Amendment"), dated October 8, 2018, is made to that certain Gas Transportation Agreement by and between Tennessee Gas Pipeline Company, L.L.C. ("**Transporter**") and Antero Resources Corporation ("**Shipper**"), dated February 24, 2016, as amended July 12, 2018 ("Agreement"). Transporter and Shipper may be referred to collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, the Parties have entered into the above-referenced Agreement;

WHEREAS, the Parties now wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual benefits to be obtained herefrom, the rights and duties assessed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Effective as of the date hereof, the Agreement is changed and amended by removing the existing Section 2.2 and replacing it with the following language:
 - 2.2 Commencement of Service - Notwithstanding the Transportation Quantity ("TQ") set forth in Exhibit A, Transporter will notify Shipper in writing of the date on which Transporter will be ready to commence transportation service, for the full TQ of 200,000 dekatherms per day, as set forth in Exhibit A, or, if applicable, or a partial TQ of 110,000 dekatherms per day or greater, under the Agreement (the "Commencement Date"). The Commencement Date shall be the earlier of (1) a mutually agreeable date that Shipper will accept a partial TQ of 110,000 dekatherms per day or greater of transportation service, as applicable, using a portion of the Project Facilities under the Agreement, or (2) the date on which Transporter notifies Shipper in writing that Transporter is able to provide the full TQ of 200,000 dekatherms per day of transportation service to Shipper using all of the Project Facilities throughout the Primary Term of the Agreement.
2. This Amendment may be signed in counterparts, each of which shall constitute an original and together which shall constitute one and the same agreement.
3. Except as modified herein, all other terms and conditions of the Agreement, as previously amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties signify their agreement by signature below.

AGREED AND ACCEPTED:

ANTERO RESOURCES CORPORATION

By: *Rory A. Schupp*
Name: *Rory A. Schupp*
Title: *Chief Administrative Officer*
Date: *10/5/18*

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

By: *Kimberly Watson*
Name: *Kimberly Watson*
Title: *President, Gas Pipelines Region*
Date: *October 8, 2018*

10/8/18
EW
EA0

MARKED TARIFF SHEETS / RECORDS

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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:	<u>October 9, 2018</u>
Tariff Record Title:	<u>0.0. , 4.32.2 Gas Trans Agmt Negotiated Rate Agreement</u>
Option Code:	A

Tariff Submitter:	Tennessee Gas Pipeline Company, L.L.C.
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Tariff Record Proposed Effective Date:	<u>October 9, 2018</u>
Tariff Record Title:	<u>0.0.0, 4.32.3 Gas Trans Agmt Amendment to Gas Trans Agmt</u>
Option Code:	A