



July 14, 2020

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

Re: Tennessee Gas Pipeline Company, L.L.C.
Negotiated Rate Agreement Filing
Service Package No. 359477
Docket No. RP20-_____-000

Dear Ms. Bose:

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

- (1) Spotlight Energy, LLC. (“Spotlight”) (Service Package No. 359477)
 - (a) Gas Storage Agreement dated July 13, 2020; and
 - (b) Negotiated Rate Agreement dated July 10, 2020.

The Gas Storage Agreement and the Negotiated Rate Agreement with Spotlight listed above may be referred to herein as the “Spotlight Agreements.”¹ Spotlight may be referred to herein as the “Shipper”.

Tennessee submits the Spotlight Agreements for inclusion in its First Revised Volume No. 2 (“Volume No. 2”) of Tennessee’s FERC Gas Tariff (“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 accept and approve the Spotlight Negotiated Rate Agreement and related Tariff records effective on July 15, 2020, the effective date of the Spotlight Agreements.

¹ The term Service Package as used herein refers to the Spotlight Agreements. Footnote 1 in the Spotlight Negotiated Rate Agreement incorrectly referred to a Gas Storage Agreement dated July 10, 2020 rather to the Gas Storage Agreement dated July 13, 2020 and filed herein.

Statement of Nature, Reasons, and Basis for the Filing

On August 30, 1996, in Docket No. RP96-312-000, the Commission approved, subject to conditions, Tennessee's July 16, 1996 tariff filing authorizing Tennessee to charge negotiated rates for its transportation and storage services.² 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, 2003.³ 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.⁴ The Commission has stated that pipelines' negotiated rate filings must disclose all consideration linked to the agreement.⁵ As to the disclosure of consideration, the Commission stated, "in any pipeline filing of a negotiated rate agreement, any other agreement, understanding, negotiation or consideration linked to the agreement must be disclosed in the pipeline's filing."⁶

Tennessee submits for filing with the Commission the referenced Spotlight Agreements, which reflect: (1) Spotlight's exact legal name; (2) the total charges (rate and applicable surcharges) for the storage service to be provided to Spotlight; (3) Spotlight's primary receipt and delivery points; (4) the maximum volumes of gas to be stored by Tennessee on behalf of Spotlight; and (5) the applicable rate schedule for the storage service to be provided to Spotlight.

The information set forth in the Spotlight Agreements fully disclose the essential conditions involved in the negotiated rate transaction with Spotlight, including a specification of all consideration. The Gas Storage Agreement conforms in all material respects with Tennessee's *Pro Forma* Gas Storage Agreement under Rate Schedule FS.

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

³ 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*").

⁴ *Tennessee Gas Pipeline Co.*, 77 FERC at 61,877; *Policy Statement*, 74 FERC at 61,241.

⁵ *Columbia Gulf Transmission Co.*, 85 FERC ¶ 61,373 (1998).

⁶ *Id.* at 62,424.

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

Service and Correspondence

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

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

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

*Tony Sala
Assistant General Counsel
Tennessee Gas Pipeline Company, L.L.C.
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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.)

Effective Date

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 regulations⁷, for the

⁷ The Commission has routinely waived the 30-day notice period for negotiated rate filings. *See Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,076, at 61,241; *see also, Alliance Pipeline L.P.*, 132 FERC ¶ 61,010, at P 10 (2010); *Texas Eastern Transmission, LP*, 130 FERC ¶ 61,189, at n.20 (2010).

Commission to accept the Negotiated Rate Agreement and related Tariff records listed in Appendix A to become effective on July 15, 2020, the effective date of the Spotlight Agreements.

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.

Negotiated Rate Agreement Filing

Issued: July 14, 2020

Effective: July 15, 2020

FERC Gas Tariff First Revised Volume No. 2 Tariff Sections

Description		Title	Version
1.	Table of Contents	Table of Contents	87.0.0
2.18	Gas Storage Agmt	Spotlight Energy, LLC SP359477	4.0.0
2.18.1	Gas Storage Agmt	Exhibit A	4.0.0
2.18.2	Gas Storage Agmt	Negotiated Rate Agreement	4.0.0

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:	July 15, 2020
Tariff Record Title:	4.0.0, 2.18 Gas Storage Agmt, Spotlight Energy, LLC SP359477
Option Code:	A

GAS STORAGE AGREEMENT
(For Use under Rate Schedule FS)

THIS AGREEMENT is made as of the 15 day of July, 2020, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company herein called "Transporter," and SPOTLIGHT ENERGY, LLC a TEXAS LIMITED LIABILITY COMPANY, herein called "Shipper." Transporter and Shipper collectively shall be referred to herein as the "Parties."

NOW THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Commencing upon the Commencement Date, in accordance with the terms of Transporter's Rate Schedule FS, and of this Agreement, Transporter shall receive for injection for Shipper's account a daily quantity of gas up to Shipper's Maximum Injection Quantity of 10,000 (Dth) and Maximum Storage Quantity (MSQ) of 1500000 dekatherms (Dth) (on a cumulative basis) and on demand shall withdraw from Shipper's storage account and deliver to Shipper a daily quantity of gas up to Shipper's Maximum Daily Withdrawal Quantity (MDWQ) of 50,000 Dth Per day Dth; provided however, that when Shipper's storage balance is equal to or less than 30% of the MSQ but greater than 20% of the MSQ, the Maximum Daily Withdrawal Quantity shall be 42,562 Dth Per day Dth; and provided further, that when Shipper's storage balance is less than or equal to 20% of the MSQ, the Maximum Daily Withdrawal Quantity shall be 5,110 Dth Per day Dth. For demand charge purposes, the MDWQ for balance greater than 30% of the MSQ shall be used.

ARTICLE II - SERVICE POINT

The point or points at which the gas is to be tendered for delivery by Transporter to Shipper under this Agreement shall be at the storage service point set forth in Exhibit "A" attached hereto.

ARTICLE III – RATES AND CHARGES

- 3.1 Commencing upon the Commencement Date, Shipper agrees to pay Transporter for all natural gas storage service furnished to Shipper hereunder, including compensation for system fuel and losses, in accordance with Transporter's Rate Schedule FS 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 Rate Schedule FS. 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 FS and the General Terms and Conditions of Transporter's FERC Gas Tariff.

GAS STORAGE AGREEMENT (Continued)
(For Use under Rate Schedule FS)

ARTICLE III – RATES AND CHARGES
(continued)

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 (MSQ, MDIQ, MDWQ 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 storage points; 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 3.1 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.

- 3.2 Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder.
- 3.3 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FS 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 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 IV - RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FS and to the General Terms and Conditions of Transporter's FERC Gas Tariff incorporated therein, as the

GAS STORAGE AGREEMENT (Continued)
(For Use under Rate Schedule FS)

same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE V - TERM

This Agreement shall be effective as of the date hereof. Service hereunder shall commence on 15 day of July, 2020 (Commencement Date") and shall continue in effect until March 31, 2021 ("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; provided, however, if Exhibit "A" does not specify Shipper's extension rights under the Agreement, and 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.

This Agreement will terminate upon notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accordance with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VI - NOTICES

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

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

Attention: Director, Transportation Services

SHIPPER:

NOTICES: SPOTLIGHT ENERGY, LLC
950 ECHO LANE
SUITE 125
HOUSTON, TX 77024

Attention: Jacob Field

BILLING: SPOTLIGHT ENERGY, LLC
950 ECHO LANE
SUITE 125
HOUSTON, TX 77024

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

GAS STORAGE AGREEMENT (Continued)
(For Use under Rate Schedule FS)
ARTICLE VII - ASSIGNMENT

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise no assignment of the agreement or any of the rights or obligations thereunder shall be made by Shipper, except pursuant to the General Terms and Conditions of Transporter's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - MISCELLANEOUS

- 8.1 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 DOCTRINES GOVERNING CHOICE OF LAW.
- 8.2 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.
- 8.3 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.
- 8.4 Exhibit "A" and when applicable, Exhibit "B" attached hereto are incorporated herein by reference and made a part hereof for all purposes.
- 8.5 [Not Applicable]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized agents.

GAS STORAGE AGREEMENT (Continued)
(For Use under Rate Schedule FS)

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

ERNESTO A OCHOA

By _____
Agent and Attorney-in-Fact

SHIPPER: SPOTLIGHT ENERGY, LLC

Mathew Steinberg

By _____
Agent and Attorney-in-Fact

Title__CEO_____

Date__13 July 2020_____

GAS STORAGE AGREEMENT
(For Use Under Rate Schedule FS)

EXHIBIT A
AMENDMENT NO. 0
TO GAS STORAGE AGREEMENT
DATED July 15, 2020
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
SPOTLIGHT ENERGY, LLC

Amendment Effective Date: July 15, 2020
Service Package: 359477-FSPATGP
Service Package MSQ: 1,500,000 Dth
Maximum Daily Injection Quantity: 10,000 Dth
Maximum Daily Withdrawal quantity: 50,000 Dth

STORAGE BALANCE FROM DTH	STORAGE BALANCE TO DTH	MAXIMUM DAILY WITHDRAWAL QUANTITY DTH
450,001	1,500,000	50,000
300,001	450,000	42,562
0	300,000	5,110

Service Point: STORAGE - BEAR CREEK

METER	METER NAME	COUNTY	ST	ZONE	I/W	LEG	METER-TQ
460017	STORAGE - BEAR CREEK	NATCHITOCHES	LA	01	I	100	10000
460017	STORAGE - BEAR CREEK	NATCHITOCHES	LA	01	W	100	50000

Total Injection	TQ	10000
Total Withdrawal	TQ	50000

Number of Injection Points: 1
Number of Withdrawal Points: 1

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

GAS STORAGE AGREEMENT
 (For Use Under Rate Schedule FS)

EXHIBIT A
 AMENDMENT NO. 0
 TO GAS STORAGE AGREEMENT
 DATED July 15, 2020
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.
 AND
 SPOTLIGHT ENERGY, LLC

Amendment Effective Date: July 15, 2020
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STORAGE BALANCE FROM DTH			STORAGE BALANCE TO DTH		MAXIMUM DAILY WITHDRAWAL QUANTITY			
					DTH			
450,001			1,500,000		50,000			
300,001			450,000		42,562			
0			300,000		5,110			
Service Point: STORAGE - BEAR CREEK								
METER	METER	NAME	COUNTY	ST	ZONE	IW	LEG	METER-TQ
460017		STORAGE - BEAR CREEK	NATCHITOCHES	LA	01	I	100	10000
460017		STORAGE - BEAR CREEK	NATCHITOCHES	LA	01	W	100	50000
						Total Injection	TQ	10000
						Total Withdrawal	TQ	50000

Number of Injection Points: 1
 Number of Withdrawal Points: 1

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:	July 15, 2020
Tariff Record Title:	4.0.0, 2.18.2 Gas Storage Agmt, Negotiated Rate Agreement
Option Code:	A

July 10, 2020

Spotlight Energy, LLC
950 Echo Lane
Suite 125
Houston, TX, 77024
Attention: Matt Steinberg

RE: Firm Storage Negotiated Rate Agreement ("Negotiated Rate Agreement")
Rate Schedule FS Service Package No. 359477 ("Service Package")¹

Dear Matt:

In response to the request of Spotlight Energy, LLC ("**Shipper**"), and as an alternative to the recourse rate, and pursuant to Section 5.2 of Rate Schedule FS of Tennessee Gas Pipeline Company, L.L.C.'s ("**Transporter**") FERC Gas Tariff, as may be revised from time to time ("**Transporter's Tariff**") and to Section 3.1 of the Gas Storage Agreement, for the term commencing on July 15, 2020 and ending on March 31, 2021, Transporter hereby agrees to adjust its Rate Schedule FS storage rates for service provided under the above-referenced Service Package ("Negotiated Rate Agreement"), as follows. Any terms that are not defined herein shall have the meaning as set forth in the Gas Storage Agreement and in Transporter's Tariff.

1. For the Primary Term, for gas injected or withdrawn by Transporter on behalf of Shipper at the storage point listed in Exhibit A to the Gas Storage Agreement, the applicable Rate Schedule FS rates for service provided under the Service Package will be:
 - a) A monthly fixed negotiated space rate which shall be equal to \$0.0358/Dth.
 - b) A monthly fixed negotiated deliverability rate equal to Transporter's general system Base Tariff Rate for Firm Storage Service – Production Area as set forth in Transporter's Tariff, as effective July 10, 2020.
 - c) A fixed negotiated injection commodity rate equal to Transporter's general system Base Commodity Rate for Firm Storage Service – Production Area as set forth in Transporter's Tariff, as effective July 10, 2020.
 - d) A fixed negotiated withdrawal commodity rate which shall be equal to \$0.000/Dth.
 - e) A fixed negotiated overrun rate equal to Transporter's general system Base Overrun Rate for Firm Storage Service – Production Area as set forth in Transporter's Tariff, as effective July 10, 2020.
2. In addition to the charges set forth in Section 1 above, Shipper shall be subject to:
 - a) All applicable reservation, volumetric or other surcharges, including but not limited to ACA, for storage service under Rate Schedule FS as set forth in Transporter's Tariff; and
 - b) General system Fuel and Loss Retention ("**F&LR**") and Electric Power Cost Rates ("**EPCR**") for the applicable storage service under Rate Schedule FS as set forth in Transporter's Tariff.

¹ The term Service Package as referred to herein include the Gas Storage Agreement entered into between Shipper and Transporter on **7/10/2020** and this Negotiated Rate Agreement.



3. For capacity temporarily released or assigned by Shipper to third parties pursuant to Transporter's Tariff for periods of 30 days or more, or released under 18 C.F.R. § 284.8(h) to an asset manager for use under an asset management arrangement with Shipper or to a marketer participating in a state-regulated retail access program ("**Qualifying Replacement Shipper**"), Transporter will grant such Qualifying Replacement Shipper any negotiated commodity rates and applicable surcharges set forth in this Negotiated Rate Agreement. Unless agreed to otherwise by Transporter and Qualifying Replacement Shipper, capacity temporarily released or assigned by Shipper to third parties pursuant to Transporter's Tariff for periods of 30 days or less shall be subject to Transporter's applicable Base Commodity Rate as well as the applicable F&LR, EPCR and surcharges for storage service under Rate Schedule FS. Any replacement shipper shall be subject to all of the terms and conditions of the gas storage agreement, this Negotiated Rate Agreement and Transporter's Tariff.
4. 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 disallowed by any order, rulemaking, regulation, or policy of the FERC, Transporter or Shipper may immediately terminate this Negotiated Rate Agreement. In such event, or if any terms of this Negotiated Rate Agreement are in any way modified by order, rulemaking, regulation, or policy of the FERC, Transporter and Shipper may use commercially reasonable efforts to mutually agree to amend this Negotiated Rate Agreement to ensure that the original commercial intent of the parties is preserved. Any such amendment shall be subject to authorizations and approvals acceptable to Shipper in Shipper's sole discretion. Transporter shall cooperate with Shipper in Shipper's efforts to obtain all approvals and authorizations referenced herein. If the parties cannot achieve mutual agreement, Transporter and Shipper each reserve the right to immediately terminate this Negotiated Rate Agreement.
5. If Shipper is interested in entering into this Negotiated Rate Agreement for firm capacity in accordance with the terms proposed above, please have the authorized representative of Shipper execute this Negotiated Rate Agreement, and return to the undersigned. This Negotiated Rate Agreement will become binding upon the parties only after it then is accepted and executed by Transporter's authorized representative on the below "Agreed to and Accepted" portion, which shall be done within ten (10) business days of receipt from Shipper. One fully executed copy will be returned for your records.

Sincerely,

Caitlin Harris

Caitlin Harris
Account Manager
Tennessee Gas Pipeline Company, L.L.C.

[Signatures on the Following Page]




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

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

AGREED TO AND ACCEPTED

THIS 10 DAY OF July, 2020

By: 


Name: Ernesto A. Ochoa

Title: Vice President, Commercial

SPOTLIGHT ENERGY, LLC

AGREED TO AND ACCEPTED

THIS 10th DAY OF July, 2020

By: 

Name: Mathew Steinberg

Title: CEO

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:

~~May 1, 2020~~ July 15, 2020

Tariff Record Title:

~~34.0.0, 2.18 Gas Trans Storage Agmt, Reserved for Future Use Spotlight~~
Energy, LLC SP359477

Option Code:

A

GAS STORAGE AGREEMENT
(For Use Under Rate Schedule FS)

EXHIBIT A
AMENDMENT NO. 0
TO GAS STORAGE AGREEMENT
DATED July 15, 2020
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
SPOTLIGHT ENERGY, LLC

Amendment Effective Date: July 15, 2020
Service Package: 359477-FSPATGP
Service Package MSQ: 1,500,000 Dth
Maximum Daily Injection Quantity: 10,000 Dth
Maximum Daily Withdrawal quantity: 50,000 Dth

<u>STORAGE BALANCE FROM DTH</u>			<u>STORAGE BALANCE TO DTH</u>		<u>MAXIMUM DAILY WITHDRAWAL QUANTITY</u>		
					<u>DTH</u>		
<u>450.001</u>			<u>1,500.000</u>		<u>50.000</u>		
<u>300.001</u>			<u>450.000</u>		<u>42.562</u>		
<u>0</u>			<u>300.000</u>		<u>5.110</u>		
<u>Service Point: STORAGE - BEAR CREEK</u>							
<u>METER</u>	<u>METER_NAME</u>	<u>COUNTY</u>	<u>ST</u>	<u>ZONE</u>	<u>I/W</u>	<u>LEG</u>	<u>METER-TQ</u>
<u>460017</u>	<u>STORAGE - BEAR</u>	<u>NATCHITOCHES</u>	<u>LA</u>	<u>01</u>	<u>I</u>	<u>100</u>	<u>10000</u>
	<u>CREEK</u>						
<u>460017</u>	<u>STORAGE - BEAR</u>	<u>NATCHITOCHES</u>	<u>LA</u>	<u>01</u>	<u>W</u>	<u>100</u>	<u>50000</u>
	<u>CREEK</u>						
						<u>Total Injection</u>	<u>TQ 10000</u>
						<u>Total Withdrawal</u>	<u>TQ 50000</u>

Number of Injection Points: 1
Number of Withdrawal Points: 1

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

~~Reserved for Future Use~~

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:

~~May 1, 2020~~ July 15, 2020

Tariff Record Title:

~~34.0.0, 2.18.2 Gas~~ Trans Storage Agmt, ~~Reserved for Future~~
~~Use~~ Negotiated Rate Agreement

Option Code:

A