

August 6, 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 and Non-Conforming Agreement Filing Service Package Nos. 326294 and 331391 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 and acceptance: (i) revised tariff records to its FERC Gas Tariff ("Tariff"), Sixth Revised Volume No. 1 ("Volume No. 1") and First Revised Volume No. 2 ("Volume No. 2"), which Tariff records are listed in Appendix A; (ii) a copy of Amendment No. 2 to a Gas Transportation Agreement with MC Global Gas Corporation ("MC Global") dated August 5, 2020 ("SP 326294 Amendment") (the Gas Transportation Agreement and amendments collectively referred to as the "SP 326294 Agreement") to supplement Tennessee's June 28, 2018 negotiated rate and non-conforming agreement filing submitted in Docket No. RP18-917-000 and approved by the Commission by letter order dated July 26, 2018; and (iii) a copy of a Gas Transportation Agreement with MC Global dated October 9, 2017 as amended on January 31, 2020 and August 5, 2020 ("SP 331391 Agreement"), which agreement contains non-conforming language. The SP 326294 Amendment and the SP 331391 Agreement are collectively referred to herein as the "Agreements".

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 SP 331391 Agreement contains non-conforming language, as discussed further below. Additionally, Tennessee submits the Agreements for inclusion in Volume No. 2 of its Tariff as well as a revised Table of Contents for Volume No. 2.

Tennessee respectfully requests that the Commission issue an order accepting the Agreements and related Tariff records listed in Appendix A to become effective on August 10, 2020.

Statement of Nature, Reasons, and Basis for the Filing

1. SP 326294 Amendment

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.¹ 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, 2003.² 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.³ The Commission has stated that pipelines' negotiated rate filings must disclose all consideration linked to the agreement.⁴ 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."⁵

Tennessee submits for filing with the Commission the referenced SP 326294 Amendment. The amendment reflects primary receipt point amendments pursuant to Section 4.7 of Rate Schedule FT-A and Article XXVI, Section 5.7 of the General Terms and Conditions of Tennessee's Tariff. Tennessee is including herewith a marked copy of Exhibit A showing the amended primary receipt points and associated meter quantities under the amended service agreement.

Tennessee respectfully requests that the Commission accept and approve the SP 326294 Amendment and related Tariff records listed in Appendix A to become effective on August 10, 2020.

2. SP 331391 Agreement

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

¹ Tennessee Gas Pipeline Co., 76 FERC ¶ 61,224, order on reh'g, 77 FERC ¶ 61,215 (1996).

 $^{^2}$ 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 \P 61,076 (1996); Natural Gas Pipeline Negotiated Rate Policies and Practices, 104 FERC \P 61,134 (2003) ("Policy Statement").

³ Tennessee Gas Pipeline Co., 77 FERC at 61,877; Policy Statement, 74 FERC at 61,241.

⁴ Columbia Gulf Transmission Co., 85 FERC ¶ 61,373 (1998).

⁵ *Id.* at 62,424.

agreement.

The SP 331391 Agreement contains the following deviations from Tennessee's revised pro forma Rate Schedule FT-A transportation service agreement ("Pro Forma Agreement"):6

- (1) The SP 331391 contains non-conforming language in Sections 2.2 and 12.1 to specify the commencement date and that the agreement is effective on the commencement date as specified in Section 2.27 and that it shall remain in full force and effect, unless modified as per Exhibit B, until the date that is twenty years from the commencement date of Train 1 at the Cameron LNG facility ("Primary Term") and further provides that the Primary Term cannot be less than eighteen (18) years from the Commencement Date stated in Section 2.2. The revised Pro Forma Agreement provides Tennessee and a shipper with the flexibility to define the commencement date of service in Section 1.3. Further Section 12.1 of the revised 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.
- (2) Since the SP 331391 Agreement was drafted based on an outdated version of the Pro Forma Agreement, the agreement also contains other deviations resulting from this that are minor and non-substantive and thus are not material deviations. These deviations are "redlined" and appear in Sections 6.1, 6.3, 11.1, 12.2, 15.3, 15.4, Articles II, IV, V, VI, VII, VIII, X and XIII of the agreement.

Tennessee respectfully requests that the Commission accept the SP 331391 Agreement. The non-conforming language discussed above is shown in redlined format on the attached copy of the SP 331391 Agreement. Other than the above-referenced deviations,

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⁶ 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 to specify the commencement date under a service agreement as a date certain, a date earlier or later than a specified date certain based on the completion of construction of expansion facilities by Tennessee, or a commencement date and any related conditions, including notice requirements, as provided for in a precedent agreement or related agreement(s) between Tennessee and a shipper, 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 SP 331391 Agreement are in reference to Tennessee's revised Pro Forma Agreement.

⁷ Pursuant to Section 2.2, the commencement date of the service agreement is the earlier of (a) October 1, 2020 or (b) the commencement date of Train Three at the Cameron LNG facility, which is the date stated in the notice that Cameron LNG is required to provide to MC Global. On July 31, 2020, Cameron LNG notified MC Global that the commercial operation date for Train 3 will commence on August 10, 2020. As such, the commencement date under the SP 331391 Agreement is August 10, 2020.

the MC Global SP 331391 Gas Transportation Agreement conforms in all material respects with Tennessee's Pro Forma Agreement. Tennessee submits that these provisions are permissible deviations because they conform with Tennessee's current pro forma, do not present a risk of undue discrimination, do not affect the operational conditions of providing service and do not result in any customer receiving a different quality of service. Tennessee respectfully requests that the Commission, approve the SP 331391 Agreement and related Tariff records listed in Appendix A to become effective on August 10, 2020.

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 SP 331391 Gas Transportation Agreement;
- (6) A copy of the entire filing in PDF format for posting on eLibrary.

Service and Correspondence

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

Pursuant to 18 C.F.R. § 154.385.2005 and § 385.2011(c)(5) of the Commission's regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best knowledge and belief of the undersigned.

⁸ Tennessee notes that the non-conforming provisions described above are similar in nature to the non-conforming provisions in the SP 326294 Agreement, which the Commission has found to be permissible because they do not present a risk of undue discrimination, do not affect the operational conditions of providing service and do not result in any customer receiving a different quality of service. <u>See</u> 157 FERC ¶ 61,208, at P 31.

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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. 1001 Louisiana Street, Suite 1000 Houston, TX 77002

Telephone: (713) 420-6431 Tony_Sala@kindermorgan.com * Carlos Oblitas Director, Rates and Regulatory Affairs Tennessee Gas Pipeline Company, L.L.C. 1001 Louisiana Street, Suite 1000

Houston, TX 77002 Telephone: (713) 420-5771

carlos_oblitas@kindermorgan.com

* Persons designated for service in accordance with Rule 2010 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.2010. Additionally, service via email is requested in lieu of paper copies.

Effective Date and Waiver

Tennessee respectfully requests all waivers that may be necessary, including waiver of the 30-day notice period pursuant to Section 154.207 of the Commission's regulations, for the Commission to accept the Agreements and related Tariff records listed in Appendix A to become effective on August 10, 2020. Tennessee submits that this Negotiated Rate and Non-Conforming Agreement Filing was not filed 30 days before the effective date of the contracts because Tennessee received notice of the commercial operations date for Cameron LNG Train 3 on July 31, 2020.

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. If the Commission conditions the acceptance of this filing in any way, Tennessee reserves the right to withdraw the proposed Tariff records or to file a later motion to place such Tariff records into effect at a later 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: <u>/s/ Carlos Oblitas</u>

Carlos J. Oblitas

Director, Rates and Regulatory Affairs

Enclosures

APPENDIX A

Tennessee Gas Pipeline Company, L.L.C.

McGlobal Gas Corporation Discounted Rate and Non-Conforming Agreement Filing

Issued: August 6, 2020 Effective: August 10, 2020

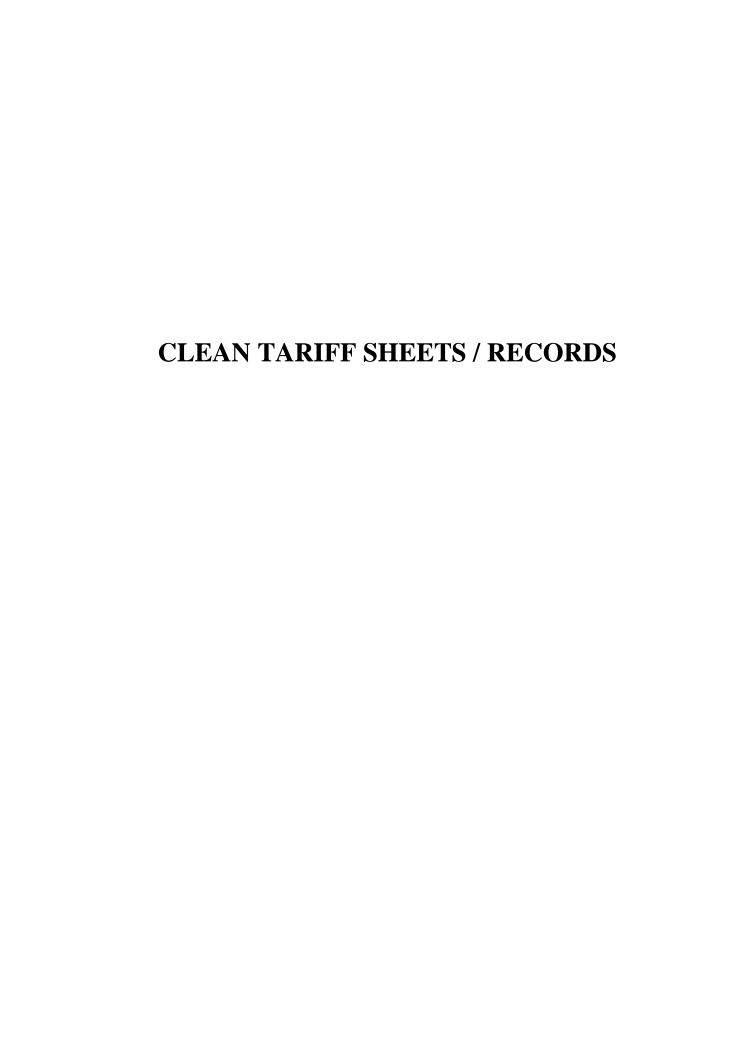
FERC Gas Tariff Sixth Revised Volume No. 1 Tariff Records

Section Title

Narrative Name	Record Contents Description	Tariff Record Title	Version
Twentieth Revised Sheet No. 396B	Sheet No. 396B		9.0.0

FERC Gas Tariff First Revised Volume No. 2 Tariff Sections

	Description	Title	Version
1.	Table of Contents	Table of Contents	87.0.1
3.1	Gas Trans Agmt	McGlobal Gas Corporation SP331391	2.0.0
3.1.1	Gas Trans Agmt	Exhibit A	2.0.0
3.1.2	Gas Trans Agmt	Discounted Rate Agreement	0.0.0
3.1.3	Gas Trans Agmt	Amendments to Gas Tansportation Agreement	0.0.0
4.31.1	Gas Trans Agmt	Exhibit A	1.0.0
4.31.3	Gas Trans Agmt	Amendments to Gas Transportation Agreement	0.0.0



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
- 51. McGlobal Gas Corporation, FT-A Gas Transportation Agreement dated August 5, 2020 SP331391

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	 2.2 Gas Transportation Agreement – Crestwood Gas Marketing LLC SP39122 2.2.1 Exhibit A 2.2.2 Negotiated Rate Letter Agreement
	 2.3 Gas Transportation Agreements and Negotiated Rate Letters - NORTHEAST CONNEXION PROJECT 2.3.1 Exhibit A - Connecticut Natural Gas Corporation SP64027 2.3.2 Exhibit A - Connecticut Natural Gas Corporation SP64028 2.3.3 Exhibit A - The Berkshire Gas Company SP64029 2.3.4 Exhibit A - The Berkshire Gas Company SP64030 2.3.5 Exhibit A - Boston Gas Company SP64023 2.3.6 Exhibit A - Boston Gas Company SP64024 2.3.7 Exhibit A - The Narragansett Electric Company SP64026 2.3.8 Exhibit A - The Narragansett Electric Company SP64026
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	 2.5 Gas Transportation Agreement – Chief Oil & Gas, LLC SP307991 2.5.1 Exhibit A 2.5.2 Negotiated Rate Letter Agreement
	 2.6 Gas Transportation Agreement – Tug Hill Marcellus, LLC SP307988 2.6.1 Exhibit A 2.6.2 Negotiated Rate Letter Agreement
	 2.7 Gas Transportation Agreement – Enerplus Resources (USA) Corporation SP307996 2.7.1 Exhibit A 2.7.2 Negotiated Rate Letter Agreement
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	 2.10 Gas Transportation Agreement – GDF Suez Mexico Comercializadora, S. de R.L. de C.V. SP355259 2.10.1 Exhibit A 2.10.2 Negotiated Rate Letter Agreement
	 2.11 Gas Transportation Agreement – GDF Suez Mexico Comercializadora, S. de R.L. de C.V. SP355260 2.11.1 Exhibit A 2.11.2 Negotiated Rate Letter Agreement

2.12 Gas Transportation Agreement – Element Markets Renewable Natural Gas, LLC SP327109

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2.12.2 Negotiated Rate Agreement

2.12.1 Exhibit A

Docket No.

Accepted:

- 2.12.3 Amendment to Gas Transportation Agreement
- 2.13 Gas Transportation Agreement BKV Operating, LLC SP338105
 - 2.13.1 Exhibit A
 - 2.13.2 Negotiated Rate Agreement
- 2.14 Gas Transportation Agreement EQT Energy, LLC SP344403
 - 2.14.1 Exhibit A
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- 2.15 Gas Transportation Agreement EQT Energy, LLC SP341108
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- 2.16 Gas Transportation Agreement NJR Energy Services Company SP354349
 - 2.16.1 Exhibit A
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- 2.17 Gas Transportation Agreement Macquarie Energy LLC SP356528
 - 2.17.1 Exhibit A
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- 2.25 Gas Transportation Agreement Macquarie Energy LLC SP345949
 - 2.25.1 Exhibit A
 - 2.25.2 Negotiated Rate Agreement
- 2.26 Gas Transportation Agreement Consolidated Edison Energy SP345982
 - 2.26.1 Exhibit A
 - 2.26.2 Negotiated Rate Agreement
- 2.27 Gas Transportation Agreement Direct Energy Business Marketing SP346759
 - 2.27.1 Exhibit A
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- 2.28 Gas Transportation Agreement BKV Operating, LLC SP338731
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- 2.29 Gas Transportation Agreement BKV Operating, LLC SP339297
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- 2.45 Reserved for Future Use

Docket No.

Accepted:

- 2.45.1 Reserved for Future Use
- 2.45.2 Reserved for Future Use
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- 3.1 Gas Transportation Agreement MC Global Gas Corporation SP331391
 - 3.1.1 Exhibit A
 - 3.1.2 Discounted Rate Agreement
 - 3.1.3 Amendments to Gas Transportation Agreement
- 3.2 Reserved for Future Use
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- 3.3 Gas Transportation Agreement Southwestern Energy Services Company SP103269 -MPP Project
 - 3.3.1 Exhibit Å
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- 3.4 Amended and Restated Gas Transportation Agreement Chesapeake Energy Marketing, L.L.C. SP103034 MPP Project
 - 3.4.1 Exhibit A
 - 3.4.2 Discounted Rate Agreement
 - 3.4.3 Assignment, Assumption, and Consent Agreement
 - 3.4.4 Letter to Amend Agmt Revised Exhibit A
 - 3.4.5 Chesapeake Name Change-Certificate of Conversion
- 3.5 Gas Transportation Agreement Total Gas & Power North America, Inc. SP106376 MPP Project
 - 3.5.1 Exhibit Å
 - 3.5.2 Discounted Rate Agreement
 - 3.5.3 Assignment, Assumption, and Consent Agreement
- 3.6 Gas Transportation Agreement GDF Suez Mexico Comercializadora, S. de R.L. de C.V., SP334279
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 - 4.3 Gas Transportation Agreement Exelon Generation Company LLC SP324055
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- 4.4.1 Exhibit A
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- 4.5 Gas Transportation Agreement Mitsui & Co. Energy Marketing & Services (USA) SP97127 NSD Project
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- 4.6 Gas Transportation Agreement Mex Gas Supply, S.L. SP321801
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 - 4.7.1 Exhibit A
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- 4.8 Gas Transportation Agreement Bay State Gas Company SP 98775 Northampton Expansion Project
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- 4.13 Gas Transportation Agreement MEX Gas Supply, S.L. SP301591
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- 4.15 Gas Transportation Agreement Southwestern Energy Services Co. SP92985
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- 4.16 Gas Transportation Agreement UGI Penn Natural Gas, Inc. SP301692 Uniondale Expansion Project
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- 4.17 Gas Transportation Agreement South Jersey Resources Group, LLC SP100754-Rose Lake Expansion Project
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 - 4.17.3 Amendment to Gas Transportation Agreement

- 4.18 Gas Transportation Agreement Statoil Natural Gas LLC SP100755
 - Rose Lake Expansion Project
 - 4.18.1 Exhibit A
 - 4.18.2 Negotiated Rate Agreement
- 4.19 Gas Transportation Agreement Seneca Resources Corporation SP315568 Niagara Expansion Project
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 - 4.19.3 Gas Trans Agmt-Amendment No. 1
- 4.20 Gas Transportation Agreement Seneca Resources Corporation SP315567 Niagara Expansion Project
 - 4.20.1 Exhibit A
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- 4.21 Gas Transportation Agreement Antero Resources Corporation SP315616 Broad Run Flexibility Project
 - 4.21.1 Exhibit A
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- 4.29 Gas Transportation Agreement South Jersey Resources Group LLC, SP337060 Orion Project
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- 4.30 Gas Transportation Agreement Mitsui & Co. Cameron LNG Sales LLC SP326297 Southwest Louisiana Supply Project
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- 4.31 Gas Transportation Agreement MC Global Gas Corporation SP326294 Southwest Louisiana Supply Project
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 - 4.32.3 Amendment to Gas Transportation Agreement
- 4.33 Gas Transportation Agreement Bay State Company d/b/a Columbia Gas of Massachusetts SP330904
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 - 4.33.2 Negotiated Rate Agreement
- 4.34 Gas Transportation Agreement Corpus Christi Liquefaction, LLC SP309057 Lone Star Project
 - 4.34.1 Exhibit A
 - 4.34.2 Negotiated Rate Agreement

Sections 5-7 Reserved for Future Use

Section 8 Exchange Service Agreements

- 8.1 X-23 Tennessee and Algonquin Gas Transmission
- 8.2 X-48 Tennessee and Consolidated Gas Supply
- 8.3 X-65 Tennessee and Algonquin Gas Transmission Cancelled

Tariff Submitter: Tennessee Gas Pipeline Company, L.L.C.

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: TGP Tariffs
Tariff Record Proposed Effective Date: August 10, 2020

Tariff Record Title: 2.0.0, 3.1 Gas Trans Agmt, McGlobal Gas Corporation SP331391

Option Code:

Service Package No: 331391-FTATGP Amendment No: 0.

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

WHEREAS, Cameron LNG, LLC ("Cameron LNG") intends to construct three liquefaction trains at the existing Cameron LNG Terminal in Hackberry, Louisiana, for the purpose of exporting natural gas from the United States;

ARTICLE I

DEFINITIONS

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

ARTICLE II

TRANSPORTATION

- 2.1 Transportation Service -Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.
- 2.2 Commencement of Service The "Commencement Date" for this Agreement shall be the earlier of (a) October 1, 2020 or (b) the commencement date of Train Three at the Cameron LNG facility, which shall be the date stated in the notice that Cameron LNG is required to provide to Shipper under the terms of the Liquefaction and Regasification Tolling Agreement ("LRTA") that Cameron LNG will commence commercial operations.

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

All Facilities are in place to render the service provided for in this Agreement,

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 as of the requested effective date of service and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- This Agreement shall be effective as of the Commencement Date stated in Section 2.2, and shall remain in force and effect, unless modified as per Exhibit B, until the date that is twenty years from the commencement date of Train 1 at the Cameron LNG facility, which shall be the date stated in the notice that Cameron LNG is required to provide to Shipper under the terms of the LRTA that Cameron LNG will commence commercial operations of Train 1 ("Primary Term"); provided, however, that, notwithstanding the above, the Primary Term shall under no circumstances be less than eighteen (18) years from the Commencement Date stated in Section 2.2, 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 emailed and/or mailed to the address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.

1001 Louisiana Street, Suite 1000

Houston, Texas 77002

Attention:

Director, Transportation Services

SHIPPER:

MC Global Gas Corporation

NOTICES:

1221 McKinney Street, Suite 3500

Houston, Texas 77010 Tel: (713)652-9269

Email: ml.dgna@mitsubishicorp.comAttention; President

BILLING:

1221 McKinney Street, Suite 3500

Houston, Texas 77010 Tel: (713)652-9269

Email: ml.dgna@mitsubishicorp.com

Attention;

President

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

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

TENNESSEE GAS PIRELINE COMPANY, L.L.C.

BY: Agent and Attorney-in-Fact	7
SHIPPER	
MC GLOBAL GAS GORPORATION	
BY: Margs	
TITLE: President	
DATE: 2017/10/2	

ARTICLE XIV

ASSIGNMENTS

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

ARTICLE XV

MISCELLANEOUS

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

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

Amendment	Effective	Date:	
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Service Package: 331391

Service Package TQ: 50,000 Dth

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
TBD		420999	ZONE L 500 LEG POOL	TENNESSEE GAS PIPELINE	FORREST	MS	L	R	500	20,000
TBD		420998	ZONE L 800 LEG POOL	TENNESSEE GAS PIPELINE	FRANKLIN	LA	L	R	800	30,000
TBD		49446	BANKEN RD @ HWY 27 DEQUINCY	CAMERON INTERSTATE PIPELINE	CALCASIEU	LA	L	D	800	50,000

Total Receipt TQ: 50,000 Dth

Total Delivery TQ:50,000 Dth

Number of Receipt Points: 2

Number of Delivery Points:1

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

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

Contractual ROFR - Shipper shall have the right to extend the term of this Agreement in accordance with the procedures set forth in Article V, Section 4.2 of Transporter's Tariff.

	TO GAS TRANS DATED	EXHIBIT B PORTATION AGREEMENT BETWEEN PIPELINE COMPANY, L.L.C. AND
	REVENUE REDUCT	ION OPTION PROVISIONS*
SERVICE PACK	AGE:	
OPTION PERIO	O(S)	
OPTION DESCR	IPTION	
OPTION CONSI	DERATION	
ANY LIMITATION THE EXERCISE OF REVENUE REDU OPTION AS BID THE SHIPPER:	OF THE CTION	

 $[\]boldsymbol{\ast}$ NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE STANDARD OF THE GENERAL TERMS AND CONDITIONS.

EXHIBIT A
AMENDMENT NO. 2
TO GAS TRANSPORTATION AGREEMENT
DATED August 10, 2020
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
MCGLOBAL GAS CORPORATION

Amendment Effective Date: August 10, 2020

Service Package: 331391-FTATGP

Service Package TQ: 50000 Dth

Beginning Date	Ending Date	TQ
08/10/2020	10/31/2038	50,000
11/01/2038	08/19/2039	50,000

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
08/10/2020	10/31/2038	420998	POOLING PT - 800 LEG - ZONE L	TENNESSEE GAS PIPELINE	FRANKLIN	LA	L	R	800	30000
08/10/2020	10/31/2038	420999	POOLING PT - 500 LEG - ZONE L	TENNESSEE GAS PIPELINE	FORREST	MS	L	R	500	20000
08/10/2020	10/31/2038	49446	CAM IPL/TGP BANKEN RD AT HWY 27 DE	CAMERON INTERSTATE PIPELINE	CALCASIEU	LA	L	D	800	50000
11/01/2038	08/19/2039	420998	POOLING PT - 800 LEG - ZONE L	TENNESSEE GAS PIPELINE	FRANKLIN	LA	L	R	800	30000

Issued: August 6, 2020 Effective: August 10, 2020 Tennessee Gas Pipeline Company, L.L.C. FERC NGA Gas Tariff First Revised Volume No. 2

SECTION 3.1.1 3.1.1 Gas Trans Agmt Exhibit A v.2.0.0

11/01/2038	08/19/2039	420999	POOLING PT - 500 LEG - ZONE L	TENNESSEE GAS PIPELINE	FORREST	MS	L	R	500	20000
11/01/2038	08/19/2039	49446	CAM IPL/TGP BANKEN RD AT HWY 27 DE	CAMERON INTERSTATE PIPELINE	CALCASIEU	LA	L	D	800	50000

Total Receipt TQ 50000

Total Delivery TQ 50000

Number of Receipt Points: 2 Number of Delivery Points: 1

Contractual ROFR:

Shipper shall have the right to extend the term of this Agreement in accordance with the procedures set forth in Article V, Section 4.2 of Transporter's Tariff.

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

Issued: August 6, 2020 Effective: August 10, 2020

[&]quot;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 FERC Gas Tariff:"

Tariff Submitter: Tennessee Gas Pipeline Company, L.L.C.

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: TGP Tariffs
Tariff Record Proposed Effective Date: August 10, 2020

Tariff Record Title: 0.0.0, 3.1.2 Gas Trans Agmt, Discount Rate Agreement

Option Code:



September 28, 2017

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

Attention: Mr. Sumito Yagiuchi, President

RE: Discounted Rate Agreement

Rate Schedule FT-A Service Package No. 331391 Amendment 0

Dear Mr Yagiuchi:

In response to the request of MC Global Gas Corporation ("MC Global") and pursuant to Section 5.1 of Rate Schedule FT-A of Tennessee Gas Pipeline Company, L.L.C.'s ("Tennessee") FERC Gas Tariff, as may be in effect from time to time ("Tariff"), Tennessee hereby agrees to adjust its then applicable Rate Schedule FT-A transportation rates for service provided under the above-referenced gas transportation agreement as follows:

- 1. If MC Global attempts to apply this Discounted Rate Agreement to any volumes or points not eligible for the discount and thereby fails to pay correctly invoiced and undisputed amounts, then, if such failure is not cured within thirty days of provision of notice by Tennessee to MC Global of such failure, Tennessee shall have the right, in its sole discretion, to immediately terminate this Discounted Rate Agreement with MC Global and/or to assess, from the date of such violation of the terms of this Discounted Rate Agreement, the applicable maximum rate on all transactions occurring under the Service Package for the month(s) in which such limits were exceeded.
- 2. For the Primary Term of the gas transportation agreement under this Service Package No. 331391, for gas delivered by Tennessee on behalf of MC Global up to the Service Package TQ to any delivery points located in Zone L or Zone 1, the applicable Rate Schedule FT-A rates for volumes received by Tennessee from any Zone L or 1 receipt meter will be:
 - (a) A monthly reservation rate equal to the lesser of: (i) \$4.5625 per Dth, or (ii) Tennessee's applicable Base Reservation Rate per dekatherm under Rate Schedule FT-A ("Discounted Reservation Rate"); and
 - (b) Tennessee's applicable daily Base Commodity Rate per dekatherm specified in Transporter's Tariff.
- 3. In addition to the discounted reservation rate above, Shipper shall pay any and all surcharges specified in Transporter's Tariff, including, but not limited to, reservation, commodity, or other surcharges or any other recovery mechanism for the recovery of direct or indirect costs, including but not limited to such costs related to pipeline safety or to new limitations on, or direct or indirect costs imposed with respect to, the emission of greenhouse gas or carbon emissions.
- 4. In addition, Shipper will provide to Transporter natural gas according to the applicable Fuel and Loss Retention ("F&LR") Percentage and pay the Electric Power Cost Rate ("EPCR") applicable to the Service Package and subject to change as provided in Transporter's Tariff.

- 5. Subject to the conditions set forth in Section 4.8 and 4.9 of Rate Schedule FT-A, Shipper shall have the right to nominate Extended Receipt Service ("ERS") and Extended Delivery Service ("EDS") subject to Tennessee's Base Daily Reservation Rates for ERS and EDS.
- 6. Engaging an agent to manage MC Global's utilization of this Service Package 331391 shall not, on its own, cause MC Global to incur Transporter's Base Reservation Rate under Rate Schedule FT-A; however, such agent's management of this Service Package shall be subject to all of the terms and conditions of the gas transportation agreement, the Discounted Rate Agreement and Transporter's Tariff.
- 7. 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 Discounted Base Reservation Rate. Amendments outside of Shipper's Capacity Path will be at Transporter's sole discretion. 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.
- 8. 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 the Service Package TQ, shall be subject to an incremental daily reservation rate equal to the difference between (i) the applicable Daily Base Reservation Rate in Transporter's Tariff; and (ii) \$0.15.
- 9. Notwithstanding anything stated above, for any volume that is received from or delivered to (1) a Transporter FS Service Point (as defined in the Tariff) for injection or withdrawal under a gas storage agreement for capacity that is acquired directly from Transporter (as opposed to capacity acquired from a third party through capacity release), or (2) a park and loan service point under a master park and loan agreement with Transporter, the monthly reservation stated in Section 2(a) above and commodity rate stated in Section 2(b) shall apply.
- 10. If any terms of this Discounted Rate Agreement are disallowed by any order, rulemaking, regulation or policy of the Federal Energy Regulatory Commission, Tennessee may immediately terminate this Discounted Rate Agreement. If any terms of this Discounted Rate Agreement are in any way modified by order, rulemaking, regulation or policy of the Federal Energy Regulatory Commission, Tennessee and MC Global may mutually agree to amend this Discounted Rate Agreement in order to ensure that the original commercial intent of the parties is preserved. In the event that the parties cannot achieve mutual agreement, Tennessee reserves the right to immediately terminate this Discounted Rate Agreement.

If MC Global is interested in entering into the Discounted Rate Agreement for firm capacity in accordance with the terms proposed above, please have the authorized representative of MC Global execute this Discounted Rate Agreement. For the avoidance of doubt, this Discounted Rate Agreement shall only become effective (i) if MC Global becomes Successful Bidder in accordance with the Tariff and (ii) on the Commencement Date as defined under Gas Transportation Agreement.

Sincerely,

Becky Mack TGP Marketing, Account Director

TENNESSEE GAS PIPELINE COMPANY, L.L.C. AGREED TO AND ACCEPTED THIS 9 DAY OF October 2017.	MC GLOBAL GAS CORPORATION AGREED TO AND ACCEPTED THIS 2 DAY OF October 2017
By: Ambh Mas	By: X Spic Cyp
Name: Kimberly S. Watson Dom	Name: Symito Yaginchi
Title: President EN	Title: President
est .	

Tariff Submitter: Tennessee Gas Pipeline Company, L.L.C.

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: TGP Tariffs
Tariff Record Proposed Effective Date: August 10, 2020

Tariff Record Title: 0.0.0, 3.1.3 Gas Trans Agmt, Amendments to Gas Transportation

Agreement

Α

Option Code:

Date: August 5, 2020

MASAFUMI URA MCGLOBAL GAS CORPORATION 1221 McKinney Street Suite 3500 Houston, TX 77010

> RE: Amendment No. 2 to Gas Transportation Agreement Dated August 10, 2020 Service Package No. 331391-FTATGP

Dear MASAFUMIURA

TENNESSEE GAS PIPELINE COMPANY, L.L.C. and MCGLOBAL GAS CORPORATION (MC GLOBAL GAS CORPORATION) agree to amend the Agreement effective August 10, 2020, to change the Primary Meters and the associated Meter Quantities as reflected in the Attached Revised Exhibit A.

Except as amended herein, all terms and provisions of the Agreement shall remain in full force and effect as written.

If the foregoing is in accordance with your understanding of the Agreement, please so indicate by electronically executing the amended exhibit below.

Should you have any questions, please do not hesitate to contact me at 713-369-9336.

Best regards,

MARQUETTE WILLIAMS Sr. Account Representative Transportation Services

Date: August 5, 2020

MCGLOBAL GAS CORPORATION

Date: August 5, 2020 Page: 2

Contract number: 331391-FTATGP Amendment number: 2

Amendment effective date: August 10, 2020

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY:	ERNESTO A OCHOA						
D1	Agent and Attorney-in-Fact						
MCGL	OBAL GAS CORPORATION						
	Hidehiro Sawada						
BY:							
TITLE:							
111LL.							
DATE:	5 August 2020						
ν							

EXHIBIT A AMENDMENT NO. 2 TO GAS TRANSPORTATION AGREEMENT DATED August 10, 2020 BETWEEN TENNESSEE GAS PIPELINE COMPANY, L.L.C. AND MCGLOBAL GAS CORPORATION

Amendment Effective Date: August 10, 2020

Service Package: 331391-FTATGP

Service Package TQ: 50000 Dth

Beginning Date	Ending Date	TQ
08/10/2020	10/31/2038	50,000
11/01/2038	08/19/2039	50,000

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
08/10/2020	10/31/2038	420998	POOLING PT - 800 LEG - ZONE L	TENNESSEE GAS PIPELINE	FRANKLIN	LA	L	R	800	30000
08/10/2020	10/31/2038	420999	POOLING PT - 500 LEG - ZONE L	TENNESSEE GAS PIPELINE	FORREST	MS	L	R	500	20000
08/10/2020	10/31/2038	49446	CAM IPL/TGP BANKEN RD AT HWY 27 DE	CAMERON INTERSTATE PIPELINE	CALCASIEU	LA	L	D	800	50000

11/01/2038	08/19/2039	420998	POOLING PT - 800 LEG - ZONE L	TENNESSEE GAS PIPELINE	FRANKLIN	LA	L	R	800	30000
11/01/2038	08/19/2039	420999	POOLING PT - 500 LEG - ZONE L	TENNESSEE GAS PIPELINE	FORREST	MS	L	R	500	20000
11/01/2038	08/19/2039	49446	CAM IPL/TGP BANKEN RD AT HWY 27 DE	CAMERON INTERSTATE PIPELINE	CALCASIEU	LA	L	D	800	50000

Total Receipt TQ 50000

Total Delivery TQ 50000

Number of Receipt Points: 2 Number of Delivery Points: 1

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

Contractual ROFR:

Shipper shall have the right to extend the term of this Agreement in accordance with the procedures set forth in Article V, Section 4.2 of Transporter's Tariff.

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

EXHIBIT A-1
AMENDMENT NO. 2
SHOWING REQUESTED CHANGES
TO GAS TRANSPORTATION AGREEMENT
DATED August 10, 2020
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
MCGLOBAL GAS CORPORATION

Amendment Effective Date: August 10, 2020

Service Package: 331391-FTATGP

Service Package TQ: 50000 Dth

Beginning Date	Ending Date	TQ
08/10/2020	10/31/2038	50,000
11/01/2038	08/19/2039	50,000

BEGINNING	ENDING	METER	METER	INTERCONNECT	COUNTY	ST	ZONE	R/D	LEG	METER-TQ	REQUESTED
DATE	DATE		NAME	PARTY NAME							CHANGE
											QTY

Total Receipt TQ 0

Total Delivery TQ 0

Number of Receipt Points: 0 Number of Delivery Points: 0

"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 FERC Gas Tariff:"

Date: January 31, 2020

Arlene Brown MCGLOBAL GAS CORPORATION 1221 McKinney Street Suite 3500

Houston, TX 77010

RE: Amendment No. 1 to Gas Transportation Agreement Dated October 1, 2020 Service Package No. 331391-FTATGP

Dear Arlene Brown:

TENNESSEE GAS PIPELINE COMPANY, L.L.C. and MCGLOBAL GAS CORPORATION (MC GLOBAL GAS CORPORATION) agree to amend the Agreement effective November 1, 2038, to extend the term as reflected in the Attached Revised Exhibit A.

Except as amended herein, all terms and provisions of the Agreement shall remain in full force and effect as written.

If the foregoing is in accordance with your understanding of the Agreement, please so indicate by electronically executing the amended exhibit below.

Should you have any questions, please do not hesitate to contact me at 713-369-9336.

Best regards,

MARQUETTE WILLIAMS Sr. Account Representative Transportation Services

Date: January 31, 2020

Date: January 31, 2020

Page: 2

Contract number: 331391-FTATGP Amendment number: 1

Amendment effective date: November 1, 2038

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY:Agent and Attorney-in-Fact
MCGLOBAL GAS CORPORATION
BY:
TITLE:
DATE:

EXHIBIT A AMENDMENT NO. 1 TO GAS TRANSPORTATION AGREEMENT DATED October 1, 2020 BETWEEN TENNESSEE GAS PIPELINE COMPANY, L.L.C. AND MCGLOBAL GAS CORPORATION

Amendment Effective Date: November 1, 2038

Service Package: 331391-FTATGP

Service Package TQ: 50000 Dth

Beginning Date	Ending Date	TQ
11/01/2038	08/19/2039	50,000

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNEC T PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
11/01/2038	08/19/2039	420998	POOLING PT - 800 LEG - ZONE L	TENNESSEE GAS PIPELINE	FRANKLIN	LA	L	R	800	30000
11/01/2038	08/19/2039	420999	POOLING PT - 500 LEG - ZONE L	TENNESSEE GAS PIPELINE	FORREST	MS	L	R	500	20000
11/01/2038	08/19/2039	49446	CAM IPL/TGP BANKEN RD AT HWY 27 DE	CAMERON INTERSTATE PIPELINE	CALCASIEU	LA	L	D	800	50000

Total Receipt TQ 50000 Total Delivery TQ 50000

Number of Receipt Points: 2 Number of Delivery Points: 1

Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:
Contractual ROFR:
Shipper shall have the right to extend the term of this Agreement in accordance with the procedures set forth in Article V, Section 4.2 of Transporter's Tariff.
Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.
Note. Exhibit A is a reliection of the contract and all amendments as of the amendment ellective date.

EXHIBIT A-1
AMENDMENT NO. 1
SHOWING REQUESTED CHANGES
TO GAS TRANSPORTATION AGREEMENT
DATED October 1, 2020
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
MCGLOBAL GAS CORPORATION

Amendment Effective Date: November 1, 2038

Service Package: 331391-FTATGP

Service Package TQ: 50000 Dth

	Begir	nning Date			Ending Date			TQ			
11/01/2038				08/19/2039				50,000			
BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ	REQUESTED CHANGE QTY

Total Receipt TQ 0

Total Delivery TQ 0

Number of Receipt Points: 0 Number of Delivery Points: 0

EXHIBIT A
AMENDMENT NO. 2
TO GAS TRANSPORTATION AGREEMENT
DATED August 1, 2018
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
MCGLOBAL GAS CORPORATION

Amendment Effective Date: August 10, 2020

Service Package: 326294-FTATGP

Service Package TQ: 600000 Dth

Beginning Date	Ending Date	TQ
08/10/2020	08/31/2020	600,000
09/01/2020	07/31/2024	600,000
08/01/2024	09/30/2028	600,000
10/01/2028	12/31/2038	600,000

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
08/10/2020	08/31/2020	49585	EGT/TGP BEARFOOT RICHLAND	ENABLE GAS TRANS.	RICHLAND	LA	01	R	800	30000
08/10/2020	08/31/2020	49589	ETC TIG/TGP URSUS FRANKLIN	ETC TIGER PIPELINE, LLC	FRANKLIN	LA	01	R	800	65000
08/10/2020	08/31/2020	412691	REGENCY/TGP PEOPLES ROAD FRANKLIN	REGENCY INTRASTATE GASLP	FRANKLIN	LA	01	R	800	30000
08/10/2020	08/31/2020	412762	TEX GAS/TGP ISOLA ROAD RIP 843B101	TEXAS GAS TRNSM. LLC	HUMPHREYS	MS	01	R	800	125000

08/10/2020	08/31/2020	420867	POOLING PT - 200 LEG - ZONE 4	TENNESSEE GAS PIPELINE	MERCER	PA	04	R	200	100000
08/10/2020	08/31/2020	450262	CENAGAS/TGP REC NORTH HIDALGO	CENA GAS	HIDALGO	TX	00	R	100	250000
08/10/2020	08/31/2020	49446	CAM IPL/TGP BANKEN RD AT HWY 27 DE	CAMERON INTERSTATE PIPELINE	CALCASIEU	LA	L	D	800	600000
09/01/2020	07/31/2024	49585	EGT/TGP BEARFOOT RICHLAND	ENABLE GAS TRANS.	RICHLAND	LA	01	R	800	30000
09/01/2020	07/31/2024	412691	REGENCY/TGP PEOPLES ROAD FRANKLIN	REGENCY INTRASTATE GAS LP	FRANKLIN	LA	01	R	800	30000
09/01/2020	07/31/2024	49589	ETC TIG/TGP URSUS FRANKLIN	ETC TIGER PIPELINE, LLC	FRANKLIN	LA	01	R	800	65000
09/01/2020	07/31/2024	450262	CENAGAS/TGP REC NORTH HIDALGO	CENAGAS	HIDALGO	TX	00	R	100	250000
09/01/2020	07/31/2024	420867	POOLING PT - 200 LEG - ZONE 4	TENNESSEE GAS PIPELINE	MERCER	PA	04	R	200	100000
09/01/2020	07/31/2024	412762	TEX GAS/TGP ISOLA ROAD RIP 843B 101	TEXAS GAS TRNSM. LLC	HUMPHREYS	MS	01	R	800	125000
09/01/2020	07/31/2024	49446	CAM IPL/TGP BANKEN RD AT HWY 27 DE	CAMERON INTERSTATE PIPELINE	CALCASIEU	LA	L	D	800	600000
08/01/2024	09/30/2028	49585	EGT/TGP BEARFOOT RICHLAND	ENABLE GAS TRANS.	RICHLAND	LA	01	R	800	30000
08/01/2024	09/30/2028	49589	ETC TIG/TGP URSUS FRANKLIN	ETC TIGER PIPELINE, LLC	FRANKLIN	LA	01	R	800	65000

08/01/2024	09/30/2028	412691	REGENCY/TGP PEOPLES ROAD	REGENCY INTRASTATE GASLP	FRANKLIN	LA	01	R	800	30000
08/01/2024	09/30/2028	412762	FRANKLIN TEX GAS/TGP ISOLA ROAD RIP 843B 101	TEXAS GAS TRNSM. LLC	HUMPHREYS	MS	01	R	800	125000
08/01/2024	09/30/2028	420867	POOLING PT - 200 LEG - ZONE 4	TENNESSEE GAS PIPELINE	MERCER	PA	04	R	200	100000
08/01/2024	09/30/2028	450262	CENAGAS/TGP REC NORTH HIDALGO	CENAGAS	HIDALGO	TX	00	R	100	250000
08/01/2024	09/30/2028	49446	CAM IPL/TGP BANKEN RD AT HWY 27 DE	CAMERON INTERSTATE PIPELINE	CALCASIEU	LA	L	D	800	600000
10/01/2028	12/31/2038	49585	EGT/TGP BEARFOOT RICHLAND	ENABLE GAS TRANS.	RICHLAND	LA	01	R	800	30000
10/01/2028	12/31/2038	412691	REGENCY/TGP PEOPLES ROAD FRANKLIN	REGENCY INTRASTATE GASLP	FRANKLIN	LA	01	R	800	30000
10/01/2028	12/31/2038	49589	ETC TIG/TGP URSUS FRANKLIN	ETC TIGER PIPELINE, LLC	FRANKLIN	LA	01	R	800	65000
10/01/2028	12/31/2038	450262	CENAGAS/TGP REC NORTH HIDALGO	CENAGAS	HIDALGO	TX	00	R	100	250000
10/01/2028	12/31/2038	420867	POOLING PT - 200 LEG - ZONE 4	TENNESSEE GAS PIPELINE	MERCER	PA	04	R	200	100000
10/01/2028	12/31/2038	412762	TEX GAS/TGP ISOLA ROAD RIP 843B 101	TEXAS GAS TRNSM. LLC	HUMPHREYS	MS	01	R	800	125000
10/01/2028	12/31/2038	49446	CAM IPL/TGP BANKEN RD AT HWY 27 DE	CAMERON INTERSTATE PIPELINE	CALCASIEU	LA	L	D	800	600000

Tennessee Gas Pipeline Company, L.L.C. FERC NGA Gas Tariff First Revised Volume No. 2

SECTION 4.31.1 4.31.1 Gas Trans Agmt Exhibit A v.1.0.0

Total Receipt TQ 600000

Total Delivery TQ 600000

Number of Receipt Points: 6 Number of Delivery Points: 1

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

Contractual ROFR:

Contractual ROFR - Extension Rights

For purposes of this Agreement, Shipper shall have the following rights to extend the Primary Term:

- (a) Extension Right-Shipper shall have the right to extend the Primary Term of this Agreement for a term of two (2) consecutive five (5) year periods (each an "Extended Term"); provided, that in order to exercise this Extension Right, Shipper must provide written notice to Transporter of such extension request at least one (1) year prior to the expiration of the Primary Term or Extended Term, as applicable. The rate during any Extended Term hereunder shall be, in addition to the applicable Fuel and Loss Retention Percentage, Electric Power Cost Rate, and all applicable surcharges, a negotiated rate equal to the lower of: (i) the fixed negotiated rate in effect during the Primary Term of the Agreement as approved by FERC and as described in the negotiated rate letter agreement associated with this Agreement; or (ii) the weighted average of the then-effective maximum rate(s) in Transporter's Tariff applicable to service under the Agreement for the transportation paths specified in Exhibit A.
- (b) Rollover Right-As an alternative to the Extension Right in Section 12.1(a) above, Shipper may make a one-time election to reduce its TQ by up to fifty percent (50%) and extend the reduced TQ for two consecutive five (5) year periods (each an "Extended Term"); provided, that in order to exercise this Rollover Right, Shipper must provide written notice to Transporter of such extension request at least one (1) year prior to the expiration of the Primary Term or Extended Term, as applicable; provided further, that if Shipper elects to exercise its Rollover Right herein, the TQ for any individual path shall not exceed the original TQ for that path as contracted in the Primary Term unless Transporter and Shipper mutually agree otherwise. The negotiated rate during any Extended Term hereunder shall be, in addition to the applicable Fuel and Loss Retention Percentage, Electric Power Cost Rate, and all applicable surcharges, the weighted average of the then-effective maximum rate(s) in Transporter's Tariff applicable to service under the Agreement for the transportation paths specified in Exhibit A.

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

Tariff Submitter: Tennessee Gas Pipeline Company, L.L.C.

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: TGP Tariffs
Tariff Record Proposed Effective Date: August 10, 2020

Tariff Record Title: 1.0.0, 4.31.3 Gas Trans Agmt, Amendments to Gas Transportation

Agreement

Option Code: A

Date: August 5, 2020

MUSAFUMI URA MCGLOBAL GAS CORPORATION 1221 McKinney Street Suite 3500 Houston, TX 77010

> RE: Amendment No. 2 to Gas Transportation Agreement Dated August 1, 2018 Service Package No. 326294-FTATGP

Dear MASAFUMI URA:

TENNESSEE GAS PIPELINE COMPANY, L.L.C. and MCGLOBAL GAS CORPORATION (MC GLOBAL GAS CORPORATION) agree to amend the Agreement effective August 10, 2020, to change the Primary Meters and the associated Meter Quantities as reflected in the Attached Revised Exhibit A.

Except as amended herein, all terms and provisions of the Agreement shall remain in full force and effect as written.

If the foregoing is in accordance with your understanding of the Agreement, please so indicate by electronically executing the amended exhibit below.

Should you have any questions, please do not hesitate to contact me at 713-369-9336.

Best regards,

MARQUETTE WILLIAMS Sr. Account Representative Transportation Services

Date: August 5, 2020

MCGLOBAL GAS CORPORATION

Date: August 5, 2020 Page: 2

Contract number: 326294-FTATGP Amendment number: 2

Amendment effective date: August 10, 2020

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY:	ERNESTO A OCHOA
D1.	Agent and Attorney-in-Fact
MC	GLOBAL GAS CORPORATION
	Hidehiro Sawada
BY:	
TITLE	≣:
	- · · · · · · · · · · · · · · · · · · ·
DATI	5 August 2020 E:

EXHIBIT A AMENDMENT NO. 2 TO GAS TRANSPORTATION AGREEMENT DATED August 1, 2018 BETWEEN TENNESSEE GAS PIPELINE COMPANY, L.L.C. AND MCGLOBAL GAS CORPORATION

Amendment Effective Date: August 10, 2020

Service Package: 326294-FTATGP

Service Package TQ: 600000 Dth

Beginning Date	Ending Date	TQ
08/10/2020	08/31/2020	600,000
09/01/2020	07/31/2024	600,000
08/01/2024	09/30/2028	600,000
10/01/2028	12/31/2038	600,000

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER- TQ
08/10/2020	08/31/2020	49585	EGT/TGP BEARFOOT RICHLAND	ENABLE GAS TRANS.	RICHLAND	LA	01	R	800	30000
08/10/2020	08/31/2020	49589	ETC TIG/TGP URSUS FRANKLIN	ETC TIGER PIPELINE, LLC	FRANKLIN	LA	01	R	800	65000
08/10/2020	08/31/2020	412691	REGENCY/TGP PEOPLES ROAD FRANKLIN	REGENCY INTRASTATE GAS LP	FRANKLIN	LA	01	R	800	30000
08/10/2020	08/31/2020	412762	TEX GAS/TGP ISOLA ROAD RIP 843B101	TEXAS GAS TRNSM. LLC	HUMPHREYS	MS	01	R	800	125000

CENAGAS HIDALGO TX	08/10/2020	08/31/2020	420867	POOLING PT - 200 LEG - ZONE 4	TENNESSEE GAS PIPELINE	MERCER	PA	04	R	200	100000
OB/10/2020 OB/31/2024 OB/30/2028 OB/31/2024 OB/30/2024 OB/	08/10/2020	08/31/2020	450262	CENAGAS/TGP REC NORTH	CENAGAS	HIDALGO	TX	00	R	100	250000
09/01/2020 07/31/2024 49585 EST/TICP ENABLE GAS RICHLAND LA 01 R 800 30000	08/10/2020	08/31/2020	49446	CAM IPL/TGP BANKEN RD	INTERSTATE	CALCASIEU	LA	L	D	800	600000
PROPLES ROAD PRANKLIN FRANKLIN FRA	09/01/2020	07/31/2024	49585	BEARFOOT	ENABLE GAS	RICHLAND	LA	01	R	800	30000
09/01/2020 07/31/2024 49589 ETC TIGTGP URSUS FRANKLIN LA 01 R 800 65000	09/01/2020	07/31/2024	412691	PEOPLES ROAD	INTRASTATE	FRANKLIN	LA	01	R	800	30000
REC NORTH HIDALGO	09/01/2020	07/31/2024	49589	ETC TIG/TGP URSUS		FRANKLIN	LA	01	R	800	65000
09/01/2020 07/31/2024 420867 POOLING PT - TENNESSEE MERCER PA 04 R 200 100000	09/01/2020	07/31/2024	450262	REC NORTH	CENAGAS	HIDALGO	TX	00	R	100	250000
09/01/2020 07/31/2024 412762 TEX GAS/TGP TEXAS GAS HUMPHREYS MS 01 R 800 125000	09/01/2020	07/31/2024	420867	POOLING PT - 200 LEG -		MERCER	PA	04	R	200	100000
BANKEN RD AT HWY 27 DE EGT/TGP ENABLE GAS RICHLAND LA 01 R 800 30000	09/01/2020	07/31/2024	412762	ISOLA ROAD		HUMPHREYS	MS	01	R	800	125000
D8/01/2024 D9/30/2028 D9/	09/01/2020	07/31/2024	49446	BANKEN RD	INTERSTATE	CALCASIEU	LA	L	D	800	600000
URSUS FRANKLIN 08/01/2024 09/30/2028 412691 REGENCY/TGP REGENCY FRANKLIN LA 01 R 800 30000 PEOPLES INTRASTATE ROAD GAS LP FRANKLIN 08/01/2024 09/30/2028 412762 TEX GAS/TGP TEXAS GAS HUMPHREYS MS 01 R 800 125000 ISOLA ROAD TRNSM. LLC	08/01/2024	09/30/2028	49585	BEARFOOT		RICHLAND	LA	01	R	800	30000
PEOPLES INTRASTATE ROAD GAS LP FRANKLIN 08/01/2024 09/30/2028 412762 TEX GAS/TGP TEXAS GAS HUMPHREYS MS 01 R 800 125000 ISOLA ROAD TRNSM. LLC	08/01/2024	09/30/2028	49589	URSUS		FRANKLIN	LA	01	R	800	65000
08/01/2024 09/30/2028 412762 TEX GAS/TGP TEXAS GAS HUMPHREYS MS 01 R 800 125000 ISOLA ROAD TRNSM. LLC	08/01/2024	09/30/2028	412691	PEOPLES ROAD	INTRASTATE	FRANKLIN	LA	01	R	800	30000
	08/01/2024	09/30/2028	412762	TEX GAS/TGP ISOLA ROAD		HUMPHREYS	MS	01	R	800	125000

08/01/2024	09/30/2028	420867	POOLING PT - 200 LEG - ZONE 4	TENNESSEE GAS PIPELINE	MERCER	PA	04	R	200	100000
08/01/2024	09/30/2028	450262	CENAGAS/TGP REC NORTH HIDALGO	CENAGAS	HIDALGO	TX	00	R	100	250000
08/01/2024	09/30/2028	49446	CAM IPL/TGP BANKEN RD AT HWY 27 DE	CAMERON INTERSTATE PIPELINE	CALCASIEU	LA	L	D	800	600000
10/01/2028	12/31/2038	49585	EGT/TGP BEARFOOT RICHLAND	ENABLE GAS TRANS.	RICHLAND	LA	01	R	800	30000
10/01/2028	12/31/2038	412691	REGENCY/TGP PEOPLES ROAD FRANKLIN	REGENCY INTRASTATE GAS LP	FRANKLIN	LA	01	R	800	30000
10/01/2028	12/31/2038	49589	ETC TIG/TGP URSUS FRANKLIN	ETC TIGER PIPELINE, LLC	FRANKLIN	LA	01	R	800	65000
10/01/2028	12/31/2038	450262	CENAGAS/TGP REC NORTH HIDALGO	CENAGAS	HIDALGO	TX	00	R	100	250000
10/01/2028	12/31/2038	420867	POOLING PT - 200 LEG - ZONE 4	TENNESSEE GAS PIPELINE	MERCER	PA	04	R	200	100000
10/01/2028	12/31/2038	412762	TEX GAS/TGP ISOLA ROAD RIP 843B 101	TEXAS GAS TRNSM. LLC	HUMPHREYS	MS	01	R	800	125000
10/01/2028	12/31/2038	49446	CAM IPL/TGP BANKEN RD AT HWY 27 DE	CAMERON INTERSTATE PIPELINE	CALCASIEU	LA	L	D	800	600000

Total Receipt TQ 600000

Total Delivery TQ 600000

Number of Receipt Points: 6 Number of Delivery Points: 1 "Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff:"

Contractual ROFR:

Contractual ROFR - Extension Rights

For purposes of this Agreement, Shipper shall have the following rights to extend the Primary Term:

- (a) Extension Right-Shipper shall have the right to extend the Primary Term of this Agreement for a term of two (2) consecutive five (5) year periods (each an "Extended Term"); provided, that in order to exercise this Extension Right, Shipper must provide written notice to Transporter of such extension request at least one (1) year prior to the expiration of the Primary Term or Extended Term, as applicable. The rate during any Extended Term hereunder shall be, in addition to the applicable Fuel and Loss Retention Percentage, Electric Power Cost Rate, and all applicable surcharges, a negotiated rate equal to the lower of: (i) the fixed negotiated rate in effect during the Primary Term of the Agreement as approved by FERC and as described in the negotiated rate letter agreement associated with this Agreement; or (ii) the weighted average of the then-effective maximum rate(s) in Transporter's Tariff applicable to service under the Agreement for the transportation paths specified in Exhibit A.
- (b) Rollover Right-As an alternative to the Extension Right in Section 12.1(a) above, Shipper may make a one-time election to reduce its TQ by up to fifty percent (50%) and extend the reduced TQ for two consecutive five (5) year periods (each an "Extended Term"); provided, that in order to exercise this Rollover Right, Shipper must provide written notice to Transporter of such extension request at least one (1) year prior to the expiration of the Primary Term or Extended Term, as applicable; provided further, that if Shipper elects to exercise its Rollover Right herein, the TQ for any individual path shall not exceed the original TQ for that path as contracted in the Primary Term unless Transporter and Shipper mutually agree otherwise. The negotiated rate during any Extended Term hereunder shall be, in addition to the applicable Fuel and Loss Retention Percentage, Electric Power Cost Rate, and all applicable surcharges, the weighted average of the then-effective maximum rate(s) in Transporter's Tariff applicable to service under the Agreement for the transportation paths specified in Exhibit A.

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

EXHIBIT A-1
AMENDMENT NO. 2
SHOWING REQUESTED CHANGES
TO GAS TRANSPORTATION AGREEMENT
DATED August 1, 2018
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
MCGLOBAL GAS CORPORATION

Amendment Effective Date: August 10, 2020

Service Package: 326294-FTATGP

Service Package TQ: 600000 Dth

Beginning Date	Ending Date	TQ
08/10/2020	08/31/2020	600,000
09/01/2020	07/31/2024	600,000
08/01/2024	09/30/2028	600,000
10/01/2028	12/31/2038	600,000

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ	REQUESTED CHANGE QTY
08/10/2020	08/31/2020	49585	EGT/TGP BEARFOOT RICHLAND	ENABLE GAS TRANS.	RICHLAND	LA	01	R	800	30000	30000
08/10/2020	08/31/2020	49589	ETC TIG/TGP URSUS FRANKLIN	ETC TIGER PIPELINE, LLC	FRANKLIN	LA	01	R	800	65000	65000

08/10/2020	08/31/2020	412691	REGENCY/TGP PEOPLES ROAD FRANKLIN	REGENCY INTRASTATE GAS LP	FRANKLIN	LA	01	R	800	30000	30000
08/10/2020	08/31/2020	412762	TEX GAS/TGP ISOLA ROAD RIP 843B 101	TEXAS GAS TRNSM. LLC	HUMPHREYS	MS	01	R	800	125000	-125000
09/01/2020	07/31/2024	412762	TEX GAS/TGP ISOLA ROAD RIP 843B 101	TEXAS GAS TRNSM. LLC	HUMPHREYS	MS	01	R	800	125000	-125000
09/01/2020	07/31/2024	412691	REGENCY/TGP PEOPLES ROAD FRANKLIN	REGENCY INTRASTATE GAS LP	FRANKLIN	LA	01	R	800	30000	30000
09/01/2020	07/31/2024	49589	ETC TIG/TGP URSUS FRANKLIN	ETC TIGER PIPELINE, LLC	FRANKLIN	LA	01	R	800	65000	65000
09/01/2020	07/31/2024	49585	EGT/TGP BEARFOOT RICHLAND	ENABLE GAS TRANS.	RICHLAND	LA	01	R	800	30000	30000
08/01/2024	09/30/2028	49585	EGT/TGP BEARFOOT RICHLAND	ENABLE GAS TRANS.	RICHLAND	LA	01	R	800	30000	30000
08/01/2024	09/30/2028	49589	ETC TIG/TGP URSUS FRANKLIN	ETC TIGER PIPELINE, LLC	FRANKLIN	LA	01	R	800	65000	65000
08/01/2024	09/30/2028	412691	REGENCY/TGP PEOPLES ROAD FRANKLIN	REGENCY INTRASTATE GAS LP	FRANKLIN	LA	01	R	800	30000	30000
08/01/2024	09/30/2028	412762	TEX GAS/TGP ISOLA ROAD RIP 843B 101	TEXAS GAS TRNSM. LLC	HUMPHREYS	MS	01	R	800	125000	-125000
10/01/2028	12/31/2038	412762	TEX GAS/TGP ISOLA ROAD RIP 843B 101	TEXAS GAS TRNSM. LLC	HUMPHREYS	MS	01	R	800	125000	-125000
10/01/2028	12/31/2038	412691	REGENCY/TGP PEOPLES ROAD FRANKLIN	REGENCY INTRASTATE GAS LP	FRANKLIN	LA	01	R	800	30000	30000

10/01/2028	12/31/2038	49589	ETC TIG/TGP URSUS	ETC TIGER PIPELINE, LLC	FRANKLIN	LA	01	R	800	65000	65000
10/01/2028	12/31/2038	49585	FRANKLIN EGT/TGP BEARFOOT RICHLAND	ENABLE GAS TRANS.	RICHLAND	LA	01	R	800	30000	30000

Total Receipt TQ 0

Total Delivery TQ 0

Number of Receipt Points: 4 Number of Delivery Points: 0

"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 FERC Gas Tariff:"

Date: 7/24/2019

HIDE SAWADA
MCGLOBAL GAS CORPORATION
1221 McKinney Street
Suite 3500 Houston TX USA
77010

RE: Amendment No. 1 to Gas Transportation Agreement Dated August 1, 2018 Service Package No. 326294-FTATGP

Dear Mr. Hide:

TENNESSEE GAS PIPELINE COMPANY, L.L.C. and MCGLOBAL GAS CORPORATION (MC GLOBAL GAS CORPORATION) agree to amend the Agreement effective Oct 1, 2028, to extend the Primary Term of the contract to December 31, 2038.

Except as amended herein, all terms and provisions of the Agreement shall remain in full force and effect as written.

If the foregoing is in accordance with your understanding of the Agreement, please so indicate by electronically executing the amended exhibit below.

Should you have any questions, please do not hesitate to contact me at (713) 369-9336.

Best

regards,

Marquette Williams
Sr. Account

Representative Transportation

Services

Date: 7/24/2019

Date: 7/24/2019 Page 2 Contract number: 326294- Amendment number: 1	FTATGP
Amendment effective date:	Oct 1, 2028
TE	NNESSEE GAS PIPELINE COMPANY, L.L.C.
_,,	
Вү	: Agent and Attorney-in-Fact
	,
M	CGLOBAL GAS CORPORATION
ВҮ	:
TIT	LE:

DATE: _____

MCGLOBAL GAS CORPORATION

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

Amendment Effective Date: Oct 1, 2028

Service Package: 326294-FTATGP

Service Package TQ: 600000 Dth

BEGINNING DATE	ENDING DATE	TQ
10/01/2028	12/31/2038	600000

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
10/01/2028	12/31/2038	412762	TEX GAS/TGP ISOLA ROAD RIP 843B 101	TEXAS GAS TRNSM. LLC	HUMPHREYS	MS	1	R	800	250000
10/01/2028	12/31/2038	420867	POOLING PT - 200 LEG - ZONE 4	TENNESSEE GAS PIPELINE	MERCER	PA	4	R	200	100000
10/01/2028	12/31/2038	450262	CENAGAS/TGP REC NORTH HIDALGO		HIDALGO	TX	0	R	100	250000
10/01/2028	12/31/2038	49446	CAM IPL/TGP BANKEN RD AT HWY 27 DE		CALCASIEU	LA	L	D	800	600000

Total Receipt TQ 600000

Number of Receipt Points: 3 Number of Delivery Points: 1

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

Contractual ROFR

Contractual ROFR - Extension Rights

For purposes of this Agreement, Shipper shall have the following rights to extend the Primary Term:

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

(b) Rollover Right-As an alternative to the Extension Right in Section 12.1(a) above, Shipper may make a one-time election to reduce its TQ by up to fifty percent (50%) and extend the reduced TQ for two consecutive five (5) year periods (each an "Extended Term"); provided, that in order to exercise this

Rollover Right, Shipper must provide written notice to Transporter of such extension request at least one (1) year prior to the expiration of the Primary Term or Extended Term, as applicable; provided further, that if Shipper elects to exercise its Rollover Right herein, the TQ for any individual path shall not exceed the original TQ for that path as contracted in the Primary Term unless Transporter and Shipper mutually agree otherwise. The negotiated rate during any Extended Term hereunder shall be, in addition to the applicable Fuel and Loss Retention Percentage, Electric Power Cost Rate, and all applicable surcharges, the weighted average of the then-effective maximum rate(s) in Transporter's Tariff applicable to service under the Agreement for the transportation paths specified in Exhibit A.

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

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

Amendment Effective Date: Oct 1, 2028

Service Package: 326294-FTATGP

Service Package TQ: 600000 Dth

BEGINNING DATE	ENDING DATE	TQ
10/01/2028	12/31/2038	600000

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER- TQ	REQUESTED CHANGE QTY
7/24/2019	7/24/2019	0	0	0	0	0	0	0	0	0	0

Total Receipt TQ 0

Total Delivery TQ 0

Number of Receipt Points: 0

Number of Delivery Points: 0

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 FERC Gas Tariff:"

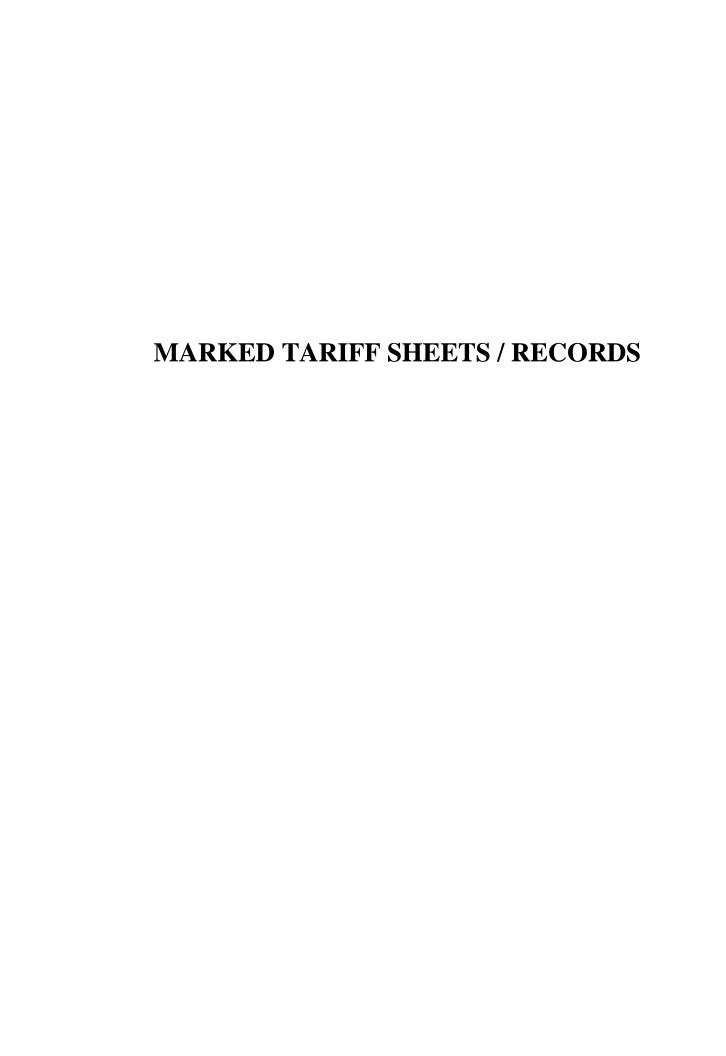
Contractual ROFR

Contractual ROFR - Extension Rights

For purposes of this Agreement, Shipper shall have the following rights to extend the Primary Term:

- Extension Right-Shipper shall have the right to extend the Primary Term of this Agreement for a term of two (2) consecutive five (5) year periods (each an "Extended Term"); provided, that in order to exercise this Extension Right, Shipper must provide written notice to Transporter of such extension request at least one (1) year prior to the expiration of the Primary Term or Extended Term, as applicable. The rate during any Extended Term hereunder shall be, in addition to the applicable Fuel and Loss Retention Percentage, Electric Power Cost Rate, and all applicable surcharges, a negotiated rate equal to the lower of: (i) the fixed negotiated rate in effect during the Primary Term of the Agreement as approved by FERC and as described in the negotiated rate letter agreement associated with this Agreement; or (ii) the weighted average of the then-effective maximum rate(s) in Transporter's Tariff applicable to service under the Agreement for the transportation paths specified in Exhibit A.
- (b) Rollover Right-As an alternative to the Extension Right in Section 12.1(a) above, Shipper may make a one-time election to reduce its TQ by up to fifty percent (50%) and extend the reduced TQ for two consecutive five (5) year periods (each an "Extended Term"); provided, that in order to exercise this

Rollover Right, Shipper must provide written notice to Transporter of such extension request at least one (1) year prior to the expiration of the Primary Term or Extended Term, as applicable; provided further, that if Shipper elects to exercise its Rollover Right herein, the TQ for any individual path shall not exceed the original TQ for that path as contracted in the Primary Term unless Transporter and Shipper mutually agree otherwise. The negotiated rate during any Extended Term hereunder shall be, in addition to the applicable Fuel and Loss Retention Percentage, Electric Power Cost Rate, and all applicable surcharges, the weighted average of the then-effective maximum rate(s) in Transporter's Tariff applicable to service under the Agreement for the transportation paths specified in Exhibit A.



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
- 51. McGlobal Gas Corporation, FT-A Gas Transportation Agreement dated August 5, 2020 SP331391

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	 2.2 Gas Transportation Agreement – Crestwood Gas Marketing LLC SP39122 2.2.1 Exhibit A 2.2.2 Negotiated Rate Letter Agreement
	 2.3 Gas Transportation Agreements and Negotiated Rate Letters - NORTHEAST CONNEXION PROJECT 2.3.1 Exhibit A - Connecticut Natural Gas Corporation SP64027 2.3.2 Exhibit A - Connecticut Natural Gas Corporation SP64028 2.3.3 Exhibit A - The Berkshire Gas Company SP64029 2.3.4 Exhibit A - The Berkshire Gas Company SP64030 2.3.5 Exhibit A - Boston Gas Company SP64023 2.3.6 Exhibit A - Boston Gas Company SP64024 2.3.7 Exhibit A - The Narragansett Electric Company SP64026 2.3.8 Exhibit A - The Narragansett Electric Company SP64026
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2.12 Gas Transportation Agreement – Element Markets Renewable Natural Gas, LLC SP327109

Issued: August 6, 2020 Effective: August 10, 2020

2.12.2 Negotiated Rate Agreement

2.12.1 Exhibit A

Docket No.

Accepted:

- 2.12.3 Amendment to Gas Transportation Agreement
- 2.13 Gas Transportation Agreement BKV Operating, LLC SP338105
 - 2.13.1 Exhibit A
 - 2.13.2 Negotiated Rate Agreement
- 2.14 Gas Transportation Agreement EQT Energy, LLC SP344403
 - 2.14.1 Exhibit A
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- 2.15 Gas Transportation Agreement EQT Energy, LLC SP341108
 - 2.15.1 Exhibit A
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 - 3.1.3 Amendments to Gas Transportation Agreement
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- 3.3 Gas Transportation Agreement Southwestern Energy Services Company SP103269 -MPP Project
 - 3.3.1 Exhibit Å
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- 3.4 Amended and Restated Gas Transportation Agreement Chesapeake Energy Marketing, L.L.C.
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 - 3.5.3 Assignment, Assumption, and Consent Agreement
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- 4.13 Gas Transportation Agreement MEX Gas Supply, S.L. SP301591
 - 4.13.1 Exhibit A
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- 4.14 Gas Transportation Agreement Cabot Oil & Gas Corp. SP93924
 - 4.14.1 Exhibit A
 - 4.14.2 Negotiated Rate Letter
- 4.15 Gas Transportation Agreement Southwestern Energy Services Co. SP92985
 - 4.15.1 Exhibit A
 - 4.15.2 Negotiated Rate Letter
- 4.16 Gas Transportation Agreement UGI Penn Natural Gas, Inc. SP301692 Uniondale Expansion Project
 - 4.16.1 Exhibit A
 - 4.16.2 Negotiated Rate Letter
- 4.17 Gas Transportation Agreement South Jersey Resources Group, LLC SP100754-Rose Lake Expansion Project
 - 4.17.1 Exhibit A
 - 4.17.2 Negotiated Rate Agreement
 - 4.17.3 Amendment to Gas Transportation Agreement

- 4.18 Gas Transportation Agreement Statoil Natural Gas LLC SP100755 -Rose Lake Expansion Project

 - 4.18.1 Exhibit A
 - 4.18.2 Negotiated Rate Agreement
- 4.19 Gas Transportation Agreement Seneca Resources Corporation SP315568 Niagara Expansion Project
 - 4.19.1 Exhibit A
 - 4.19.2 Negotiated Rate Agreement
 - 4.19.3 Gas Trans Agmt-Amendment No. 1
- 4.20 Gas Transportation Agreement Seneca Resources Corporation SP315567 Niagara Expansion Project
 - 4.20.1 Exhibit A
 - 4.20.2 Negotiated Rate Agreement
- 4.21 Gas Transportation Agreement Antero Resources Corporation SP315616 Broad Run Flexibility Project
 - 4.21.1 Exhibit A
 - 4.21.2 Negotiated Rate Agreement
 - 4.21.3 Letter Agreement to Amend Negotiated Rate Agreement
 - 4.21.4 Amendment to Gas Transportation Agreement and Negotiated Rate Agreement
- 4.22 Gas Transportation Agreement Statoil Natural Gas LLC SP322938 Susquehanna West Project
 - 4.22.1 Exhibit A
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- 4.23 Gas Transportation Agreement Lackawanna Energy Center, L.L.C. Triad Expansion Project SP338040
 - 4.23.1 Exhibit A
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 - 4.27.1 Exhibit A
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- 4.28 Gas Transportation Agreement South Jersey Gas Co SP337061 Orion Project
 - 4.28.1 Exhibit A
 - 4.28.2 Negotiated Rate Agreement
- 4.29 Gas Transportation Agreement South Jersey Resources Group LLC, SP337060 Orion Project
 - 4.29.1 Exhibit A
 - 4.29.2 Negotiated Rate Agreement

- 4.30 Gas Transportation Agreement Mitsui & Co. Cameron LNG Sales LLC SP326297 Southwest Louisiana Supply Project
 - 4.30.1 Exhibit A
 - 4.30.2 Negotiated Rate Agreement
 - 4.30.3 Am endment No. 1 to Gas Transportation Agreement
- 4.31 Gas Transportation Agreement MC Global Gas Corporation SP326294 Southwest Louisiana Supply Project
 - 4.31.1 Exhibit A
 - 4.31.2 Negotiated Rate Agreement
 - 4.31.3 Amendments to Gas Transportation Agreement
- 4.32 Gas Transportation Agreement Antero Resources Corporation SP315617 Broad Run Expansion Project
 - 4.32.1 Exhibit A
 - 4.32.2 Negotiated Rate Agreement
 - 4.32.3 Amendment to Gas Transportation Agreement
- 4.33 Gas Transportation Agreement Bay State Company d/b/a Columbia Gas of Massachusetts SP330904
 - 4.33.1 Exhibit A
 - 4.33.2 Negotiated Rate Agreement
- 4.34 Gas Transportation Agreement Corpus Christi Liquefaction, LLC SP309057 Lone Star Project
 - 4.34.1 Exhibit A
 - 4.34.2 Negotiated Rate Agreement

Sections 5-7 Reserved for Future Use

Section 8 Exchange Service Agreements

- 8.1 X-23 Tennessee and Algonquin Gas Transmission
- 8.2 X-48 Tennessee and Consolidated Gas Supply
- 8.3 X-65 Tennessee and Algonquin Gas Transmission Cancelled

Issued: August 6, 2020 Docket No. Effective: August 10, 2020 Accepted:

Tariff Submitter: FERC Tariff Program Name:

Tariff Title:

Tariff Record Proposed Effective Date:

Tariff Record Title:

Option Code:

Tennessee Gas Pipeline Company, L.L.C.

FERC NGA Gas Tariff

TGP Tariffs

March 24, 2018 August 10, 2020

42.0.0, 3.1 Gas Trans Agmt, McGlobal Gas Corporation SP331391

Reserved for Future Use

Α

Amendment No: 0.

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

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

THIS AGREEMENT is made and entered into as of the 9 day of October, 2017 by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and MC Global Gas Corporation, a Delaware Corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

WHEREAS, Cameron LNG, LLC ("Cameron LNG") intends to construct three liquefaction trains at the existing Cameron LNG Terminal in Hackberry, Louisiana, for the purpose of exporting natural gas from the United States;

ARTICLE I

DEFINITIONS

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

ARTICLE II

TRANSPORTATION

- Commencing upon the Commencement Date, 2.1 Transportation Service Transporter agrees to accept and receive daily on a firm basis in accordance with Rate Schedule FT-A, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.
- 2.2 Commencement of Service The "Commencement Date" for this Agreement shall be the earlier of (a) October 1, 2020 or (b) the commencement date of Train Three at the Cameron LNG facility, which shall be the date stated in the notice that Cameron LNG is required to provide to Shipper under the terms of the Liquefaction and Regasification Tolling Agreement ("LRTA") that Cameron LNG will commence commercial operations.

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.

Amendment No: 0.

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

ARTICLE IV

FACILITIES

All facilities are in place to render the service provided for in this Agreement. and Transporter shall have no obligation to build facilities to perform this service.

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

Amendment No: 0.

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

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, andor 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

Amendment No: 0.

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

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

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

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

ARTICLE XI

WARRANTIES

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

ARTICLE XII

TERM

12.1 This Agreement shall be effective as of the date hereof. Service hereunder shall commence on the Commencement Date, and shall continue in 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; provided, however, if Exhibit "A" does not specify Shipper's extension rights under the Agreement, and Commencement Date stated in Section 2.2, and shall remain in force and effect, unless modified as

Amendment No: 0.

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

per Exhibit B, until the date that is twenty years from the commencement date of Train 1 at the Cameron LNG facility, which shall be the date stated in the notice that Cameron LNG is required to provide to Shipper under the terms of the LRTA that Cameron LNG will commence commercial operations of Train 1 ("Primary Term"): provided, however, that, notwithstanding the above, the Primary Term shall under no circumstances be less than eighteen (18) years from the Commencement Date stated in Section 2.2, 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.

- 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 of the Party intended to receive the same, as follows:

TRANSPORTER: __ Tennessee Gas Pipeline Company, L.L.C.

1001 Louisiana Street. Suite 1000

Houston, Texas 77002

Attention: Director, Transportation Services

SHIPPER: MC Global Gas Corporation

NOTICES: 1221 McKinney Street, Suite 3500

Houston, Texas 77010 Tel: (713)652-9269

Email: ml.dgnamitsubishicorp.com

Attention: President

Amendment No: 0.

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

BILLING: 1221 McKinney Street, Suite 3500

Houston, Texas 77010 Tel: (713)652-9269

Email: ml.dgnamitsubishicorp.com

Attention: President

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

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. -Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. -Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article VI, Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 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 Exhibits "A" and , when applicable, Exhibit "B" attached hereto are incorporated herein by reference and made a part hereof for all purposes.

Amendment No: 0.

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

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

TENNESS	EE GAS PIPELINE COMPANY, L.L.C.	
BY: _	Agent and Attorney-in-Fact	_
SHIPPER		
BY: _	Agent and Attorney-in-Fact	
TITLE: _		
DATE:		

Amendment No: 0.

50000

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

EXHIBIT A

AMENDMENT NO. 0

TO GAS TRANSPORTATION AGREEMENT
DATED October 1, 2019
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
MC GLOBAL GAS CORPORATION

Amendment Effective Date: October 1, 2019

10/31/2038

49446

Service Package: <u>331391-FTATGP</u> Service Package TQ: <u>50000</u> Dth

Beginning Date

10/01/2019

10/01/2019

BEGINNING DATE	<u>ENDING</u> DATE	<u>METER</u>	METER	R NAME	INTERCONNECT PARTY NAM	E COUNTY	<u>ST</u>	ZONE	R/D	<u>LEG</u>	METER-TQ
10/01/2019	10/31/2038	<u>420998</u>	POOL ZONE	<u>NG PT -800 LEG -</u> <u>L</u>	TENNESSEE GAS PIPELINE	FRANKLIN	<u>LA</u>	L	<u>R</u>	800	30000
10/01/2019	10/31/2038	420999	POOL ZONE	<u>ING PT - 500 LEG -</u> <u>L</u>	TENNESSEE GAS PIPELINE	FORREST	MS	<u>L</u>	<u>R</u>	<u>500</u>	20000

Number of Receipt Points: 2 Number of Delivery Points: 1

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

CAM IPL/TGP BANKEN RD

AT HWY 27 DE

Ending Date

10/31/2038

TQ 50000

<u>CALCASIEU</u>

Amendment No: 0.

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

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 FERC Gas Tariff:

Contractual ROFR

Shipper shall have the right to extend the term of this Agreement in accordance with the procedures set forth in Article V. Section 4.2 of Transporter's Tariff.

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

EXHIBIT A

AMENDMENT NO. 2

TO GAS TRANSPORTATION AGREEMENT

DATED August 10, 2020

BETWEEN

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

AND

MCGLOBAL GAS CORPORATION

Amendment Effective Date: August 10, 2020

Service Package: 331391-FTATGP

Service Package TQ: 50000 Dth

Beginning Date	<u>Ending Date</u>	<u>TQ</u>
<u>08/10/2020</u>	<u>10/31/2038</u>	<u>50.000</u>
<u>11/01/2038</u>	<u>08/19/2039</u>	<u>50,000</u>

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	<u>ST</u>	ZONE	<u>R/D</u>	<u>LEG</u>	METER-TQ
08/10/2020	10/31/2038	<u>420998</u>	POOLING PT - 800 LEG - ZONE L	TENNESSEE GAS PIPELINE	FRANKLIN	<u>LA</u>	<u>L</u>	<u>R</u>	<u>800</u>	30000
08/10/2020	10/31/2038	420999	POOLING PT - 500 LEG -	TENNESSEE GAS PIPELINE	<u>FORREST</u>	<u>MS</u>	<u>L</u>	<u>R</u>	<u>500</u>	20000
08/10/2020	10/31/2038	<u>49446</u>	ZONE L CAM IPL/TGP BANKEN RD AT HWY 27 DE	CAMERON INTERSTATE PIPELINE	CALCASIEU	<u>LA</u>	L	D	800	<u>50000</u>
11/01/2038	08/19/2039	<u>420998</u>	POOLING PT - 800 LEG - ZONE L	TENNESSEE GAS PIPELINE	FRANKLIN	<u>LA</u>	<u>L</u>	<u>R</u>	800	30000

Tennessee Gas Pipeline Company, L.L.C. FERC NGA Gas Tariff First Revised Volume No. 2

SECTION 3.1.1 3.1.1 Gas Trans Agmt Exhibit A v.2.0.0

<u>11/01/2038</u>	08/19/2039	<u>420999</u>	POOLING PT - 500 LEG -	TENNESSEE GAS PIPELINE	<u>FORREST</u>	<u>MS</u>	<u>L</u>	<u>R</u>	<u>500</u>	<u>20000</u>
11/01/2038	08/19/2039	<u>49446</u>	ZONE L CAM IPL/TGP BANKEN RD	CAMERON INTERSTATE PIPELINE	CALCASIEU	<u>LA</u>	L	D	800	50000
			AT HWY 27 DE	111						

Total Receipt TQ 50000

Total Delivery TQ 50000

Number of Receipt Points: 2 Number of Delivery Points: 1

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

Contractual ROFR:

Shipper shall have the right to extend the term of this Agreement in accordance with the procedures set forth in Article V, Section 4.2 of Transporter's Tariff.

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

Tennessee Gas Pipeline Company, L.L.C. FERC NGA Gas Tariff First Revised Volume No. 2

SECTION 3.1.1 3.1.1 Gas Trans Agmt Exhibit A v.2.0.0

3.1.1 Reserved for Future Use

Tariff Submitter: <u>Tennessee Gas Pipeline Company, L.L.C.</u>

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: TGP Tariffs
Tariff Record Proposed Effective Date: August 10, 2020

Tariff Record Title: 0.0.0, 3.1.2 Gas Trans Agmt, Discount Rate Agreement

Option Code:

Tariff Submitter: <u>Tennessee Gas Pipeline Company, L.L.C.</u>

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: TGP Tariffs
Tariff Record Proposed Effective Date: August 10, 2020

Tariff Record Title: 0.0.0, 3.1.3 Gas Trans Agmt, Amendments to Gas Transportation

<u>Agreement</u>

Option Code: A

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

EXHIBIT A

AMENDMENT NO. 2

TO GAS TRANSPORTATION AGREEMENT

DATED August 1, 2018

BETWEEN

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

AND

MCGLOBAL GAS CORPORATION

Amendment Effective Date: August 10, 2020

Service Package: 326294-FTATGP

Service Package TQ: 600000 Dth

Beginning Date	Ending Date	<u>TQ</u>
<u>08/10/2020</u>	<u>08/31/2020</u>	<u>600,000</u>
<u>09/01/2020</u>	<u>07/31/2024</u>	<u>600,000</u>
<u>08/01/2024</u>	<u>09/30/2028</u>	<u>600,000</u>
10/01/2028	12/31/2038	600,000

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	<u>ST</u>	ZONE	R/D	<u>LEG</u>	METER-TQ
08/10/2020	08/31/2020	<u>49585</u>	EGT/TGP BEARFOOT RICHLAND	ENABLE GAS TRANS.	RICHLAND	<u>LA</u>	<u>01</u>	<u>R</u>	<u>800</u>	30000
08/10/2020	08/31/2020	<u>49589</u>	ETC TIG/TGP URSUS FRANKLIN	ETC TIGER PIPELINE, LLC	FRANKLIN	<u>LA</u>	<u>01</u>	<u>R</u>	800	<u>65000</u>
08/10/2020	08/31/2020	<u>412691</u>	REGENCY/TGP PEOPLES ROAD FRANKLIN	REGENCY INTRASTATE GASLP	<u>FRANKLIN</u>	<u>LA</u>	<u>01</u>	<u>R</u>	<u>800</u>	30000
08/10/2020	08/31/2020	<u>412762</u>	TEX GAS/TGP ISOLA ROAD RIP 843B 101	TEXAS GAS TRNSM. LLC	<u>HUMPHREYS</u>	<u>MS</u>	<u>01</u>	<u>R</u>	800	<u>125000</u>

08/10/2020	08/31/2020	<u>420867</u>	POOLING PT - 200 LEG - ZONE 4	TENNESSEE GAS PIPELINE	MERCER	<u>PA</u>	<u>04</u>	<u>R</u>	<u>200</u>	100000
08/10/2020	08/31/2020	<u>450262</u>	CENAGAS/TGP REC NORTH	<u>CENA GAS</u>	<u>HIDALGO</u>	<u>TX</u>	<u>00</u>	R	<u>100</u>	<u>250000</u>
08/10/2020	08/31/2020	<u>49446</u>	HIDALGO CAM IPL/TGP BANKEN RD	CAMERON INTERSTATE	CALCASIEU	<u>LA</u>	<u>L</u>	D	<u>800</u>	600000
09/01/2020	07/31/2024	<u>49585</u>	AT HWY 27 DE EGT/TGP BEARFOOT	PIPELINE ENABLE GAS TRANS.	RICHLAND	<u>LA</u>	<u>01</u>	R	<u>800</u>	30000
09/01/2020	07/31/2024	<u>412691</u>	RICHLAND REGENCY/TGP PEOPLES ROAD	REGENCY INTRASTATE GASLP	FRANKLIN	<u>LA</u>	<u>01</u>	<u>R</u>	800	30000
09/01/2020	07/31/2024	<u>49589</u>	FRANKLIN ETC TIG/TGP URSUS	ETC TIGER PIPELINE, LLC	FRANKLIN	<u>LA</u>	<u>01</u>	<u>R</u>	800	<u>65000</u>
09/01/2020	07/31/2024	<u>450262</u>	FRANKLIN CENAGAS/TGP REC NORTH	<u>CENA GAS</u>	<u>HIDALGO</u>	<u>TX</u>	<u>00</u>	<u>R</u>	<u>100</u>	<u>250000</u>
09/01/2020	07/31/2024	420867	HIDALGO POOLING PT - 200 LEG -	TENNESSEE GAS PIPELINE	MERCER	<u>PA</u>	<u>04</u>	<u>R</u>	<u>200</u>	100000
09/01/2020	07/31/2024	412762	ZONE 4 TEX GAS/TGP ISOLA ROAD	TEXAS GAS TRNSM. LLC	<u>HUMPHREYS</u>	MS	<u>01</u>	<u>R</u>	<u>800</u>	<u>125000</u>
09/01/2020	07/31/2024	<u>49446</u>	RIP_843B101 CAM IPL/TGP BANKEN RD	CAMERON INTERSTATE	CALCASIEU	<u>LA</u>	<u>L</u>	D	<u>800</u>	600000
08/01/2024	09/30/2028	<u>49585</u>	AT HWY 27 DE EGT/TGP BEARFOOT	PIPELINE ENABLE GAS TRANS.	RICHLAND	<u>LA</u>	<u>01</u>	<u>R</u>	800	30000
08/01/2024	09/30/2028	<u>49589</u>	RICHLAND ETC TIG/TGP URSUS FRANKLIN	ETC TIGER PIPELINE, LLC	FRANKLIN	<u>LA</u>	<u>01</u>	<u>R</u>	<u>800</u>	<u>65000</u>

08/01/2024	09/30/2028	<u>412691</u>	REGENCY/TGP PEOPLES ROAD	REGENCY INTRASTATE GASLP	FRANKLIN	<u>LA</u>	<u>01</u>	<u>R</u>	800	30000
08/01/2024	09/30/2028	<u>412762</u>	FRANKLIN TEX GAS/TGP ISOLA ROAD RIP 843B101	TEXAS GAS TRNSM. LLC	<u>HUMPHREYS</u>	MS	<u>01</u>	<u>R</u>	<u>800</u>	<u>125000</u>
08/01/2024	09/30/2028	<u>420867</u>	POOLING PT - 200 LEG - ZONE 4	TENNESSEE GAS PIPELINE	MERCER	<u>PA</u>	<u>04</u>	<u>R</u>	<u>200</u>	100000
08/01/2024	09/30/2028	<u>450262</u>	CENAGAS/TGP REC NORTH HIDALGO	<u>CENA GAS</u>	HIDALGO	<u>TX</u>	<u>00</u>	<u>R</u>	<u>100</u>	<u>250000</u>
08/01/2024	09/30/2028	<u>49446</u>	CAM IPL/TGP BANKEN RD AT HWY 27 DE	CAMERON INTERSTATE PIPELINE	CALCASIEU	<u>LA</u>	<u>L</u>	D	<u>800</u>	600000
10/01/2028	12/31/2038	<u>49585</u>	EGT/TGP BEARFOOT RICHLAND	ENABLE GAS TRANS.	RICHLAND	<u>LA</u>	<u>01</u>	<u>R</u>	<u>800</u>	30000
10/01/2028	12/31/2038	<u>412691</u>	REGENCY/TGP PEOPLES ROAD FRANKLIN	REGENCY INTRASTATE GASLP	FRANKLIN	<u>LA</u>	<u>01</u>	<u>R</u>	<u>800</u>	30000
10/01/2028	12/31/2038	<u>49589</u>	ETC TIG/TGP URSUS FRANKLIN	ETC TIGER PIPELINE, LLC	FRANKLIN	<u>LA</u>	<u>01</u>	<u>R</u>	800	<u>65000</u>
10/01/2028	12/31/2038	<u>450262</u>	CENAGAS/TGP REC NORTH HIDALGO	<u>CENA GAS</u>	HIDALGO	<u>TX</u>	<u>00</u>	<u>R</u>	<u>100</u>	<u>250000</u>
10/01/2028	12/31/2038	<u>420867</u>	POOLING PT - 200 LEG - ZONE 4	TENNESSEE GAS PIPELINE	MERCER	<u>PA</u>	<u>04</u>	<u>R</u>	200	100000
10/01/2028	12/31/2038	<u>412762</u>	TEX GAS/TGP ISOLA ROAD RIP 843B101	TEXAS GAS TRNSM. LLC	<u>HUMPHREYS</u>	<u>MS</u>	<u>01</u>	<u>R</u>	<u>800</u>	<u>125000</u>
10/01/2028	<u>12/31/2038</u>	<u>49446</u>	CAM IPL/TGP BANKEN RD AT HWY 27 DE	CAMERON INTERSTATE PIPELINE	CALCASIEU	<u>LA</u>	<u>L</u>	<u>D</u>	<u>800</u>	600000

Tennessee Gas Pipeline Company, L.L.C. FERC NGA Gas Tariff First Revised Volume No. 2

SECTION 4.31.1 4.31.1 Gas Trans Agmt Exhibit A v.1.0.0

	Total Receipt TQ 600000
	Total Delivery TQ 600000
Number of Receipt Points: 6	
Number of Delivery Points: 1	

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

Contractual ROFR:

Contractual ROFR - Extension Rights

For purposes of this Agreement, Shipper shall have the following rights to extend the Primary Term:

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

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

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

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

Amendment Effective Date: August 1, 2018

Service Package: 326294-FTATGP

Service Package TQ: 600,000 Dth

Beginning Date	Ending Date	IQ
08/01/2018	09/30/2018	200000
10/01/2018	12/31/2018	40000
01/01/2019	09/30/2028	600000

BEGINNING DATE	END DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
08/01/2018	09/30/2018	4 20867	ZONE 4-200 LEG POOL	TENNESSEE GAS PIPELINE	MERCER	PA	04	R	200	100000
08/01/2018	09/30/2018	4 50262	PEMEXGPL/TG P-REC NORTH HIDALGO	PEMEX GAS PIPELINE	HIDALGO	ŦX	00	R	100	100000
08/01/2018	09/30/2018	49446	BANKEN RD @ HWY 27 DEQUINCY	CAMERON INTERSTATE PIPELINE	CALCASIEU	LA	F	Đ	800	200000
10/01/2018	12/31/2018	49446	BANKEN RD @ HWY 27 DEQUINCY	CAMERON INTERSTATE	CALCASIEU	LA	F	Đ	800	400000
10/01/2018	12/31/2018	4 50262	PEMEXGPL/TG P-REC-NORTH HIDALGO	PEMEX GAS PIPELINE	HIDALGO	ŦX	00	R	100	175000
10/01/2018	12/31/2018	4 20867	ZONE 4-200 LEG-POOL	TENNESSEE GAS PIPELINE	MERCER	PA	04	R	200	100000
10/01/2018	12/31/2018	412762	TEX GAS/TGP ISOLA ROAD RIP 843B 101	TEXAS GAS TRNSM. LLC	HUMPHREYS	MS	01	R	800	125000
01/01/2019	09/30/2028	412762	TEX GAS/TGP ISOLA ROAD RIP 843B 101	TEXAS GAS TRNSM. LLC	HUMPHREYS	MS	01	R	800	250000
01/01/2019	09/30/2028	4 20867	ZONE 4 200 LEG POOL	TENNESSEE GAS PIPELINE	MERCER	PA	04	R	200	100000
01/01/2019	09/30/2028	4 50262	PEMEXGPL/TG P-REC NORTH HIDALGO	PEMEX GAS PIPELINE	HIDALGO	ŦX	00	R	100	250000
01/01/2019	09/30/2028	49446	BANKEN RD @ HWY 27 DEQUINCY	CAMERON INTERSTATE	CALCASIEU	LA	F	Ð	800	600000

Total Receipt TQ 600,000

Total Delivery TQ 600,000

NUMBER OF RECEIPT POINTS: 3

NUMBER OF DELIVERY POINTS: 1

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

Contractual ROFR - Extension Rights

For purposes of this Agreement, Shipper shall have the following rights to extend the Primary Term:

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

(b) Rollover Right—As an alternative to the Extension Right in Section 12.1(a) above, Shipper may make a one-time election to reduce its TQ by up to fifty percent (50%) and extend the reduced TQ for two consecutive five (5) year periods (each an "Extended Term"); provided, that in order to exercise this Rollover Right, Shipper must provide written notice to Transporter of

such extension request at least one (1) year prior to the expiration of the Primary Term or Extended Term, as applicable; provided further, that if Shipper elects to exercise its Rollover Right herein, the TQ for any individual path shall not exceed the original TQ for that path as contracted in the Primary Term unless Transporter and Shipper mutually agree otherwise. The negotiated rate during any Extended Term hereunder shall be, in addition to the applicable Fuel and Loss Retention Percentage, Electric Power Cost Rate, and all applicable surcharges, the weighted average of the then-effective maximum rate(s) in Transporter's Tariff applicable to service under the Agreement for the transportation paths specified in Exhibit A.

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

Tariff Submitter: <u>Tennessee Gas Pipeline Company, L.L.C.</u>

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: TGP Tariffs
Tariff Record Proposed Effective Date: August 10, 2020

Tariff Record Title: 0.0.0, 4.31.3 Gas Trans Agmt, Amendments to Gas Transportation

<u>Agreement</u>

Option Code: A