



September 29, 2017

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

**ANR Pipeline Company**  
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Re: ANR Pipeline Company  
Non-Conforming/Negotiated Rate Agreement Filing  
Docket No. RP17-\_\_\_\_\_ -

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,<sup>1</sup> ANR Pipeline Company (“ANR”) respectfully submits for filing and acceptance revised tariff sections Part 1 – Table of Contents (“Table of Contents”) and 6.28 – General Terms and Conditions, Non-Conforming Agreements (“Section 6.28”) to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), as well as one (1) tariff record to be housed in its Tariff that includes a Rate Schedule FTS-3 (“FTS-3”) negotiated rate service agreement containing a non-conforming provision (“Agreement”) that ANR has entered into with Tennessee Valley Authority (“TVA”). The revised tariff sections and tariff record are being submitted to comply with the Commission’s September 22, 2016 Order Issuing Certificate in Docket No. CP16-64-000.<sup>2</sup> ANR respectfully requests that the Commission accept the tariff sections and tariff record, included herein as Appendix A,<sup>3</sup> to become effective November 1, 2017, as further described below.

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<sup>1</sup> 18 C.F.R. Part 154 (2017).

<sup>2</sup> *ANR Pipeline Company*, 156 FERC ¶ 61,212 (2016) (“Certificate Order”).

<sup>3</sup> *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42. Order No. 714 states that “Negotiated rate agreements... need not be divided, but can be filed as entire documents.” ANR has elected to file the Agreement included herein as a whole document, in PDF format.

## **Correspondence**

The names, titles, mailing addresses, and telephone numbers of those persons to whom correspondence and communications concerning this filing should be addressed are as follows:

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\* Persons designated for official service pursuant to Rule 2010.

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

### **Background**

On January 20, 2016, in Docket No. CP16-64-000, ANR filed an abbreviated application (“Certificate Application”) pursuant to Section 7(c) of the NGA<sup>4</sup> and Part 157 of the Commission’s regulations,<sup>5</sup> requesting authorization to construct and operate the Collierville Expansion Project (“Project”) in order to provide up to 200,000 dekatherms (“Dth”) per day of firm transportation service.<sup>6</sup> As part of its Certificate Application, ANR submitted an executed precedent agreement entered into with TVA that reflected that TVA would pay a negotiated rate for the firm transportation service related to the Project.<sup>7</sup>

On September 22, 2016, the Commission issued its Certificate Order authorizing ANR to construct and operate the Project. As part of its Certificate Order, the Commission directed ANR to report TVA’s negotiated rates consistent with Commission policy and ANR’s Tariff,<sup>8</sup> and further

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<sup>4</sup> 15 U.S.C. §717f(c) (2012).

<sup>5</sup> 18 C.F.R. Part 157 (2017).

<sup>6</sup> The Project consists of modifications to upgrade ANR’s existing Collierville Meter Station and the installation of one new compressor station consisting of one new 4,700 horsepower turbine compressor unit in Shelby County, Tennessee. The Project does not change the existing certificated capacity on ANR’s system.

<sup>7</sup> TVA was the only bidder in an open season ANR conducted for the Project from October 14, 2015, through October 21, 2015.

<sup>8</sup> Certificate Order at P 28, and ordering paragraph D.

required that ANR file the Agreement's non-conforming provisions at least 30 days, but no more than 60 days, before the proposed effective date for such rates.<sup>9</sup> Accordingly, ANR is submitting the Agreement, included herein as Appendix A, as a negotiated rate service agreement containing a non-conforming provision, as further discussed below.

### Instant Filing

The Agreement submitted herein contains a provision which deviates from the applicable FTS-3 *pro forma* Form of Service Agreement ("PFSA") in ANR's Tariff. The Further Agreement Section (*i.e.* Article 8) includes a non-conforming provision which sets forth the creditworthiness requirements that were a part of the precedent agreement submitted in ANR's Certificate Application. As TVA is the sole holder of the Project's capacity, such creditworthiness requirements are necessary to ensure that ANR's financial commitment to the Project is protected through the initial term of TVA's service. ANR believes such creditworthiness requirements are necessary to support the Project and is consistent with Commission precedent concerning creditworthiness issues, as well as the Commission's Policy Statement regarding collateral requirements for construction projects.<sup>10</sup>

Pursuant to Section 154.112(b) and 154.201 of the Commission's regulations, ANR is filing herein a copy of the executed Agreement as tariff record 9.33, included within Appendix A, and a marked version of the Agreement in Appendix C to identify any differences from the PFSA contained in ANR's Tariff. ANR is including, in the instant filing, revised Section 6.28 to reference the Agreement as non-conforming in its Tariff.

Additionally, the Agreement is filed as a service agreement containing negotiated rates.<sup>11</sup> ANR and TVA have mutually agreed that:

"The rate for the Primary Route MDQ...shall be a Fixed Monthly Deliverability Reservation Rate of \$2.5854 per Dth, a Fixed Monthly Capacity Reservation Rate

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<sup>9</sup> *Id.* at P 29. ANR currently anticipates an in-service date of November 1, 2017.

<sup>10</sup> *Creditworthiness Standards for Interstate Natural Gas Pipelines*, 11 FERC ¶ 61,142 at P 17 to 19, and 21 (2005).

<sup>11</sup> On May 28, 1999, in Docket No. RP99-301-000, the Commission approved, subject to conditions, Section 6.27 of the GT&C of ANR's Tariff, which authorized ANR to enter into negotiated rate agreements with its customers. *ANR Pipeline Company*, 87 FERC ¶ 61,241 (1999).

of \$0.0000 per Dth, and a Fixed Commodity Rate of \$0.0105 per Dth. The Monthly Deliverability Reservation Rate, the Monthly Capacity Reservation Rate, and the applicable commodity for the Enhanced Service Option shall be a rate of \$0.0000. The Monthly Deliverability Reservation Rate, the Monthly Capacity Reservation Rate, and the applicable commodity rate for the two (2) Hour Notice Service shall be a rate of \$0.0000. In addition, TVA shall be charged the ACA, Transporter's Use (Fuel), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with ANR's Tariff."

ANR advises that no undisclosed agreements, etc., are linked to the Agreement.<sup>12</sup>

To conform with Order No. 714, ANR is submitting the Agreement<sup>13</sup> in its entirety as tariff record 9.3. Each tariff record includes the original agreement and any subsequent amendments. Additionally, revised Table of Contents is submitted herein in Appendix A to reflect the housing of the Agreement in ANR's Tariff. ANR is requesting that the Commission accept the tariff sections and Agreement to become effective November 1, 2017.

### **Effective Date**

ANR respectfully requests that the Commission accept the tariff sections and Agreement, filed herein as Appendix A to become effective November 1, 2017.

### **Other Filings Which May Affect This Proceeding**

There are no other filings before the Commission that may significantly affect the changes proposed herein.

### **Contents of Filing**

In accordance with Section 154.7 of the Commission's regulations and Order No. 714, ANR is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. Clean version of the tariff sections and tariff record (Appendix A);

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<sup>12</sup> The Agreement filed herein provides all of the information required by Section 6.27 of ANR's Tariff, including: (1) the exact legal name of the Shipper; (2) the negotiated rate; (3) the applicable Rate Schedule; (4) the receipt and delivery points; and (5) the contract quantities.

<sup>13</sup> Order No. 714 at P 13. Order No. 714 states that "...all new...agreements must be filed using the Standards. Existing agreements need to be filed electronically when they are revised.

3. Marked version of the tariff sections (Appendix B); and
4. Marked version of the Agreement (Appendix C).

**Certificate of Service**

As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served on all of ANR's existing customers and interested state regulatory agencies. A copy of this letter, together with any attachments, is available during regular business hours for public inspection at ANR's principal place of business.

Pursuant to Section 385.2005 and Section 385.2011(c) (5), the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. The undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Joan Collins at (832) 320-5651.

Respectfully submitted,

ANR PIPELINE COMPANY

A handwritten signature in black ink that reads "John A. Roscher". The signature is written in a cursive style with a long horizontal flourish extending to the right.

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John A. Roscher  
Director, Rates & Tariffs

Enclosures

**Appendix A**  
**ANR Pipeline Company**  
**FERC Gas Tariff, Third Revised Volume No. 1**

**Clean Tariff**

<u><b>Tariff Sections</b></u>	<u><b>Version</b></u>
Part 1 – TABLE OF CONTENTS	v.42.0.0
Part 6.28 – GT&C, Non-Conforming Agreements	v.18.0.0

**Section 9 - Negotiated Rate Agreements with Non-conforming Provisions**

<u>Tariff</u> <u>Record</u>	<u>Shipper</u>	<u>Rate</u> <u>Schedule</u>	<u>Agreement</u>	<u>Version</u>
9.33	Tennessee Valley Authority	FTS-3	#126586	v.0.0.0

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## 6.28 NON-CONFORMING AGREEMENTS

1. Midland Cogeneration Venture Limited Partnership FTS-1 Agreements, dated August 30, 2001.  
  
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2. Wisconsin Gas LLC, ETS Agreement, dated September 27, 2004.  
  
Contract Nos. 107784, 108014
3. Wisconsin Public Service Corporation, ETS Agreement, dated October 22, 2004.  
  
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5. Callon Petroleum Operating Company, Habanero Lease Dedication Agreement, dated December 1, 2003.
6. PXP Offshore LLC, Letter Agreement Regarding Natural Gas Reserve Commitment, dated September 1, 2002.
7. Kerr-McGee Oil & Gas Corp., Red Hawk Lease Dedication Agreement, dated September 12, 2002.
8. ExxonMobil Gas Marketing Company, Lease Dedication Agreement, dated November 1, 2002.
9. BP Exploration & Production, Inc., Red Hawk Lease Dedication Agreement, dated November 1, 2002.
10. Wisconsin Electric Power Company, ETS Agreement, dated September 27, 2004.  
  
Contract No. 107896
11. Conoco Phillips Company, Magnolia Lease Dedication Agreement, dated February 1, 2004.
12. Chevron U.S.A. Inc. & BHP Billiton Petroleum (Deepwater) Inc., Lease Dedication Agreement, dated November 14, 2001.

13. City Gas Company, FTS-1 Agreement, dated June 28, 2004.  
Contract No. 109610
14. Centra Gas Manitoba, Inc., FTS-1 Agreement, dated August 1, 2004.  
Contract No. 109713
15. Wisconsin Electric Power Company, ETS Agreement, dated August 18, 2014.  
Contract No. 124961
16. Antero Resources Corporation, FTS-1 Agreements, dated September 22, 2014.  
Contract Nos. 125082, 125083
17. CNX Gas Company LLC, FTS-1 Agreements, dated January 21, 2015.  
Contract Nos. 125723, 125724
18. Indeck-Corinth Limited Partnership and ABN-AMRO Bank, N.V.,  
Acknowledgement and Consent, dated August 1, 2005.
19. Indeck-Corinth Limited Partnership and General Electric Capital Corporation,  
Acknowledgement and Consent, dated August 31, 2005.
20. Iowa Fertilizer Company LLC, FTS-1 Agreement, dated December 23, 2015.  
Contract No. 127009
21. Midland Cogeneration Venture Limited Partnership, FTS-1 Agreements, dated May  
23, 2006.  
Contract Nos. 112546, 112547
22. Wisconsin Gas LLC, FTS-1 Agreement, dated April 21, 2003.  
Contract No. 109212
23. Wisconsin Electric Power Company, FTS-1 Agreement, dated April 21, 2003.  
Contract No. 109223

24. Wisconsin Gas LLC, ETS Agreement, dated October 17, 2003.  
Contract No. 109854
25. Rice Energy Marketing LLC, FTS-1 Agreements, dated February 23, 2015.  
Contract Nos. 125852, 125853, 125854
26. J. Aron & Company, FSS Agreement, dated January 29, 2016.  
Contract No. 127260
27. Wisconsin Gas LLC, ETS Agreement, dated August 25, 2011.  
Contract No. 118840
28. Wisconsin Gas LLC, ETS Agreement, dated June 27, 2002.  
Contract Nos. 107877, 107879
29. Wisconsin Gas LLC, FSS Agreement, dated June 26, 2002.  
Contract Nos. 107870, 107871, 107880, 107881
30. Wisconsin Electric Power Company, ETS Agreement, dated June 27, 2002.  
Contract Nos. 107895, 107897, 107898, 107899
31. Wisconsin Gas LLC, NNS Agreement, dated June 27, 2002.  
Contract No. 107995
32. Wisconsin Electric Power Company, NNS Agreement, dated June 27, 2002.  
Contract No. 107997
33. Wisconsin Gas LLC, FSS Agreement, dated April 21, 2003.  
Contract Nos. 109210, 109211
34. Wisconsin Gas LLC, ETS Agreement, dated April 21, 2003.  
Contract No. 109218



35. Wisconsin Electric Power Company, ETS Agreement, dated April 21, 2003.  
Contract No. 109222
36. Wisconsin Electric Power Company, FSS Agreement, dated April 21, 2003.  
Contract Nos. 109225, 109226, 109227
37. Wisconsin Gas LLC, FSS Agreement, dated July 22, 2011.  
Contract No. 118552
38. Wisconsin Electric Power Company, ETS Agreement, dated July 22, 2011.  
Contract Nos. 118787, 118789
39. Wisconsin Gas LLC, ETS Agreement, dated July 22, 2011.  
Contract Nos. 118793, 118794
40. Tennessee Valley Authority, FTS-3 Agreement, dated July 23, 2008.  
Contract Nos. 114655, 114656
41. Wisconsin Public Service Corporation, ETS Agreement, dated October 6, 2004.  
Contract Nos. 1600, 5450, 106322
42. Wisconsin Public Service Corporation, NNS Agreement, dated October 6, 2004.  
Contract No. 99515
43. Wisconsin Public Service Corporation, FTS-1 Agreement, dated October 6, 2004.  
Contract Nos. 104404, 104405, 106199
44. Wisconsin Public Service Corporation, FSS Agreement, dated March 28, 2008.  
Contract Nos. 114369, 114370

45. Wisconsin Gas LLC, ETS Agreement, dated June 26, 2002.  
Contract No. 107873
46. Wisconsin Electric Power Company, ETS Agreement, dated June 26, 2002.  
Contract No. 107893
47. Madison Gas and Electric Company, FTS-1 Agreement, dated April 8, 2008.  
Contract No. 114512
48. Chevron U.S.A. Inc., PTS-2 Agreement, dated November 14, 2001.  
Contract No. 107146
49. BHP Billiton Petroleum (Deepwater) Inc., PTS-2 Agreement, dated November 14, 2001.  
Contract No. 107147
50. PXP Offshore LLC, PTS-2 Agreement, dated September 12, 2002.  
Contract No. 108250
51. Wisconsin Electric Power Company, FSS Agreement, dated June 26, 2002.  
Contract Nos. 107889, 107900, 107901
52. Wisconsin Gas LLC, FSS Agreement, dated October 10, 2007.  
Contract No. 113715
53. Wisconsin Electric Power Company, FSS Agreement, dated October 10, 2007.  
Contract No. 113729
54. Wisconsin Gas LLC, ETS Agreement, dated October 31, 2007.  
Contract No. 113710
55. Wisconsin Electric Power Company, ETS Agreement, dated November 1, 2007.  
Contract No. 114091

56. Vectren Energy Delivery of Ohio, Inc., ETS Agreements, dated May 20, 2015.

Contract Nos. 126278, 126279

57. Northern Illinois Gas Company d/b/a Nicor Gas Company, ETS Agreement dated December 2, 2015.

Contract No. 127096

58. Shell Energy North America (US), L.P., FTS-1 Agreement, dated February 27, 2017.

Contract No. 129163

59. Tennessee Valley Authority, FTS-3 Agreement, dated September 2, 2015.

Contract No. 126586

Firm Transportation Service Agreement  
Rate Schedule FTS-3

Tennessee Valley Authority  
(#126586)

Agreement Effective Date: November 1, 2017  
Amendment No. 01 Effective Date: November 1, 2017

Date: Sep 02, 2015

Contract No.: 126586

### FTS - 3 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and  
TENNESSEE VALLEY AUTHORITY (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

Pursuant to Part 284 of the Federal Energy Regulatory Commission's (FERC or Commission) Regulations.

2. **RATE SCHEDULE: Firm Transportation Service (FTS - 3)**

3. **CONTRACT QUANTITIES:**

Primary Routes- see Exhibit attached hereto

Such Contract Quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

4. **TERM OF AGREEMENT:**

This Agreement shall be effective as of November 1, 2017, and shall continue in full force and effect through October 31, 2037; provided, however, Transporter shall be under no obligation to receive or deliver any quantities of natural gas hereunder prior to the "Commencement Date." The Commencement Date shall be the later of November 1, 2017 or the in-service date of the Collierville Expansion Project ("Project"), which is necessary to provide the service hereunder. In no event shall the Commencement Date be prior to November 1, 2017, unless mutually agreed to in writing by Transporter and Shipper. In the event the Commencement Date is later than November 1, 2017, this Agreement shall terminate twenty years thereafter.

DR Legal  
12/24/15  
Date

Date: Sep 02, 2015

Contract No.: 126586

**Right of First Refusal:**

Contractual (in accordance with Part 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Part 6.22.2)

**5. RATES:**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Deliverability Reservation Rate of \$2.5854 per dth, a Fixed Monthly Capacity Reservation Rate of \$0.0000 per dth and a Fixed Commodity Rate of \$0.0105 per dth. The Monthly Deliverability Reservation Rate, the Monthly Capacity Reservation Rate and the applicable commodity for the Enhanced Service Option shall be a Rate of \$0.0000. The Monthly Deliverability Reservation Rate, the Monthly Capacity Reservation Rate and the applicable commodity for the two (2) Hour Notice Service shall be a Rate of \$0.0000. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Legal  
Dr. [Signature]  
Date

Date: Sep 02, 2015

Contract No.: 126586

Secondary Receipt: REX Shelbyville (742252), Slaughters/TGT (48639), Midwest Chrisney/MGT (138660), Egan (186900) and Pine Prairie South (766184)

Secondary Delivery: None

The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Deliverability Reservation Rate of \$2.5854 per dth, a Fixed Monthly Capacity Reservation Rate of \$0.0000 per dth and a Fixed Commodity Rate of \$0.0105 per dth. The Monthly Deliverability Reservation Rate, the Monthly Capacity Reservation Rate and the applicable commodity for the Enhanced Service Option shall be a Rate of \$0.0000. The Monthly Deliverability Reservation Rate, the Monthly Capacity Reservation Rate and the applicable commodity for the two (2) Hour Notice Service shall be a Rate of \$0.0000. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt: None

Secondary Delivery: Egan (186899), Pine Prairie South (766185), Brownsville (261572) and Weakley County (274229)

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-3 service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's Tariff.

6. **INCORPORATION BY REFERENCE:**

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's Tariff are specifically incorporated herein by reference and made a part hereof.

Legal  
TO  
Date

Date: Sep 02, 2015

Contract No.: 126586

7. NOTICES:

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through Transporter's Internet website. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

**TRANSPORTER:**

ANR Pipeline Company  
700 Louisiana Street, Suite 700  
Houston, Texas 77002-2700  
Attention: Commercial Services

**SHIPPER:**

TENNESSEE VALLEY AUTHORITY  
1101 MARKET STREET, MR2-B  
CHATTANOOGA, TN 374022801  
Attention: JOSEPH N PIETRANTONE, JR

Telephone: 423-751-6905  
FAX: 423-751-6595  
E-mail: jnpietrantone@tva.gov

**INVOICES AND STATEMENTS:**

TENNESSEE VALLEY AUTHORITY  
400 W. SUMMIT HILL DR  
KNOXVILLE, TN 379021499  
Attention: KENNETH PODGORSKI

Telephone: 865-632-3637  
FAX: 865-632-9405  
E-mail: kjpodgorski@tva.gov

*DR. Kent*  
*10/3/15*  
*Date*



Date: Sep 02, 2015

Contract No.: 126586

8. FURTHER AGREEMENT:

8.1 Pursuant to Part 5.5.4 of Rate Schedule FTS-3 of Transporter's FERC Gas Tariff, Shipper elects the short notice start-up and shut-down optional service.

8.2 Pursuant to Part 6.11 of Transporter's Tariff, Transporter and Shipper have mutually agreed to receipt-and/or delivery pressure commitment(s) as stipulated herein:

(i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the Collierville meter station, at a pressure up to 800 psig, as required for deliveries into the Memphis Light Gas and Water distribution system provided that the following conditions are maintained and satisfied: (a) The Maximum Hourly Quantity delivered under this agreement at the Collierville meter station has not exceeded 8,334 dth/hr; (b) The Maximum Daily Quantity delivered at the Collierville meter station under this agreement has not exceeded 200,000 dth/d. Provided that the minimum hourly quantity scheduled at the Collierville meter station (including Shipper's scheduled quantities) is no less than 2,084 dth/hr.

(ii) Pursuant to Part 6.11 of the General Terms and Conditions of ANR's FERC Gas Tariff, the conditional pressure of up to 800 psig as set forth in this Paragraph 8 is a component of Shipper's primary firm service. Accordingly, ANR shall maintain its pressure obligation as a primary firm component when scheduling service pursuant to the priorities of Part 6.10 of the General Terms and Conditions of ANR's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph 8.2(i)(a) and (b) above.

8.3 Creditworthiness:

During the term of this Agreement Shipper understands and agrees that it will establish and maintain creditworthiness in accordance with Section 8.3(a) below, or provide and maintain Credit Support pursuant to Section 8.3(b) below.

(a) Shipper will be deemed creditworthy if its unenhanced senior unsecured debt securities are rated at least BBB- by Standard & Poor's Financial Services LLC ("S&P") or at least Baa3 by Moody's Investors Service, Inc. ("Moody's"). In the event Shipper is rated by both S&P and Moody's, the lower rating applies. Nothing herein shall limit Transporter's ability to evaluate any of the factors set forth in Section 8.3(a)(1) below where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper.

Legal  
10/21/15  
Date

Date: Sep 02, 2015

Contract No.: 126586

If Shipper does not meet the creditworthiness standard described above, then Transporter shall evaluate creditworthiness based upon the level of Shipper's current and requested service with Transporter relative to Shipper's ability to meet its obligations. Such creditworthiness evaluation shall be based upon Transporter's evaluation of any or all of the following information:

- (1) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's financial strength, rating agencies' reports, whether Shipper is operating under any chapter of the United States Bankruptcy Code, whether Shipper is subject to any material lawsuits or judgments, the nature of Shipper's business, including Shipper's ability to recover the costs of Transporter's services through filings with regulatory agencies or otherwise to pass on such costs to its customers, or any other information that is relevant to Shipper's ability to make full payment over the term of its agreement(s) with Transporter.
- (b) If applicable, Credit Support shall be provided and maintained by Shipper for the benefit of Transporter throughout the term of this Agreement. As used herein, "Credit Support" means:
  - (1) a guaranty of all of Shipper's contractual obligations pursuant to this Agreement, in a form acceptable to Transporter, from an entity deemed creditworthy by Transporter in accordance with Section 8.3(a) above ("Guarantor"); or
  - (2) a cash security deposit or an irrevocable standby letter of credit, in a form acceptable to Transporter, and issued by a bank or financial institution deemed acceptable by Transporter up to Shipper's reservation charges payable for sixty (60) months of service under this Agreement; or
  - (3) any other financial assurance mutually agreed upon by Transporter and Shipper.
- (c) Transporter shall have the right to review Shipper's (or its Guarantor's) creditworthiness, in accordance with Section 8.3(a) above, on an ongoing basis and Shipper shall provide, upon Transporter's request, information in order for Transporter to determine the continuing creditworthiness of Shipper (or its Guarantor). The Parties agree that Shipper's failure to maintain creditworthiness or supply or maintain Credit Support shall not (a) relieve Shipper of its other

Legal  
Date 9/2/15

Date: Sep 02, 2015

Contract No.: 126586

obligations under this Agreement, or (b) prejudice Transporter's right to seek damages or performance under this Agreement.

- (d) The creditworthiness requirements of this Section 8.3 shall apply to any assignee pursuant to an assignment (in whole or part) of this Agreement or to any Replacement Shipper taking permanent capacity release, in whole or part, of capacity provided pursuant to this Agreement. Transporter may refuse to allow Shipper to assign (in whole or part) this Agreement or permanently release capacity provided pursuant to this Agreement if Transporter has a reasonable basis to conclude that it will not be financially indifferent to the assignment or release. If Shipper's request to permanently release capacity is denied by Transporter, Transporter shall notify Shipper of such denial and shall include in the notification the reasons for such denial.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized to be effective as of the date stated above.

SHIPPER: TENNESSEE VALLEY AUTHORITY

By: [Signature]

Title: CHIEF OPERATING OFFICER

Date: 11.7.16

TRANSPORTER: ANR PIPELINE COMPANY

By: [Signature]

Title: Director, Transportation Accounting and Contracts

Date: 11/10/16

*PA 11/9/16  
CW 11/8/16*

*DO  
10/14/16  
10/14/16  
10/14/16*

*JP 10/25/16*

*SDJ 10/25/16*

Contract No: 126586  
Amendment No: 01

#### AMENDMENT

Date: August 09, 2017

"Transporter": ANR PIPELINE COMPANY

"Shipper": TENNESSEE VALLEY AUTHORITY

FTS-3 Contract No. 126586 dated September 02, 2015 ("Agreement") between Transporter and Shipper is amended effective November 01, 2017 as follows:

This Agreement shall be effective as of November 1, 2017, and shall continue in full force and effect through October 31, 2037; provided, however, Transporter shall be under no obligation to receive or deliver any quantities of natural gas hereunder prior to the "Commencement Date." The Commencement Date shall be the later of November 1, 2017 or the in-service date of the Collerville Expansion Project ("Project"), which is necessary to provide the service hereunder. In no event shall the Commencement Date be prior to November 1, 2017, unless mutually agreed to in writing by Transporter and Shipper. In the event the Commencement Date is later than November 1, 2017, this Agreement shall terminate twenty years thereafter.

5. RATES: (amended and restated in its entirety)

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Deliverability Reservation Rate of \$2.5854 per dth, a Fixed Monthly Capacity Reservation Rate of \$0.0000 per dth and a Fixed Commodity Rate of \$0.0105 per dth. The Monthly Deliverability Reservation Rate, the Monthly Capacity Reservation Rate and the applicable commodity for the Enhanced Service Option shall be a Rate of \$0.0000. The Monthly Deliverability Reservation Rate, the Monthly Capacity Reservation Rate and the applicable commodity for the two (2) Hour Notice Service shall be a Rate of \$0.0000. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Contract No: 126586  
Amendment No: 01

Secondary Receipt: REX Shelbyville (742252), Slaughters/TGT (48639), Midwest Chrisney/MGT (138660), Egan Hub Storage Receipt (186900), Pine Prairie South Receipt (766184), Pine Prairie North Receipt (490940), Fayetteville Express (803184), Tiger Int. (927982)

Secondary Delivery: None

The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Deliverability Reservation Rate of \$2.5854 per dth, a Fixed Monthly Capacity Reservation Rate of \$0.0000 per dth and a Fixed Commodity Rate of \$0.0105 per dth. The Monthly Deliverability Reservation Rate, the Monthly Capacity Reservation Rate and the applicable commodity for the Enhanced Service Option shall be a Rate of \$0.0000. The Monthly Deliverability Reservation Rate, the Monthly Capacity Reservation Rate and the applicable commodity for the two (2) Hour Notice Service shall be a Rate of \$0.0000. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt: None

Secondary Delivery: Egan Hub Storage Delivery (186899), Pine Prairie South Delivery (766185), Brownsville Interconnect (261572), and Weakley County (274229), Pine Prairie North Delivery (490941)

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-3 service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's Tariff.

All other terms and conditions of the Agreement shall remain in full force and effect.

TENNESSEE VALLEY AUTHORITY  
"Shipper"

By: 

Title: Sr. Originator, Natural Gas

Date: 8-15-2017

ANR PIPELINE COMPANY  
"Transporter"

By: 

Title: Director, Transportation Accounting and Contracts

Date: 8/22/17

1.6 8/15/17

CW. 8-21-17

PRIMARY ROUTE EXHIBIT  
 To Agreement Between  
 ANR PIPELINE COMPANY (Transporter)  
 AND TENNESSEE VALLEY AUTHORITY (Shipper)

Contract No: 126586  
 Rate Schedule: FTS-3  
 Contract Date: September 02, 2015  
 Amendment Date: August 09, 2017

Receipt Location	Delivery Location	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
Name	Name			
103565	416969	200000 8334	0 0	0 0
S E HEADSTATION FROM: November 01, 2017	COLLIERVILLE GATE TO: October 31, 2037			

**Appendix B**  
***ANR Pipeline Company***  
***FERC Gas Tariff, Third Revised Volume No. 1***  
**Marked Tariff**

<b><u>Tariff Sections</u></b>	<b><u>Version</u></b>
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Part 6.28 – GT&C, Non-Conforming Agreements	v.18.0.0

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2. Wisconsin Gas LLC, ETS Agreement, dated September 27, 2004.  
  
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6. PXP Offshore LLC, Letter Agreement Regarding Natural Gas Reserve Commitment, dated September 1, 2002.
7. Kerr-McGee Oil & Gas Corp., Red Hawk Lease Dedication Agreement, dated September 12, 2002.
8. ExxonMobil Gas Marketing Company, Lease Dedication Agreement, dated November 1, 2002.
9. BP Exploration & Production, Inc., Red Hawk Lease Dedication Agreement, dated November 1, 2002.
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11. Conoco Phillips Company, Magnolia Lease Dedication Agreement, dated February 1, 2004.
12. Chevron U.S.A. Inc. & BHP Billiton Petroleum (Deepwater) Inc., Lease Dedication Agreement, dated November 14, 2001.

13. City Gas Company, FTS-1 Agreement, dated June 28, 2004.  
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14. Centra Gas Manitoba, Inc., FTS-1 Agreement, dated August 1, 2004.  
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29. Wisconsin Gas LLC, FSS Agreement, dated June 26, 2002.  
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30. Wisconsin Electric Power Company, ETS Agreement, dated June 27, 2002.  
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32. Wisconsin Electric Power Company, NNS Agreement, dated June 27, 2002.  
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33. Wisconsin Gas LLC, FSS Agreement, dated April 21, 2003.  
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35. Wisconsin Electric Power Company, ETS Agreement, dated April 21, 2003.  
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45. Wisconsin Gas LLC, ETS Agreement, dated June 26, 2002.  
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46. Wisconsin Electric Power Company, ETS Agreement, dated June 26, 2002.  
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47. Madison Gas and Electric Company, FTS-1 Agreement, dated April 8, 2008.  
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48. Chevron U.S.A. Inc., PTS-2 Agreement, dated November 14, 2001.  
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49. BHP Billiton Petroleum (Deepwater) Inc., PTS-2 Agreement, dated November 14, 2001.  
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50. PXP Offshore LLC, PTS-2 Agreement, dated September 12, 2002.  
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51. Wisconsin Electric Power Company, FSS Agreement, dated June 26, 2002.  
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52. Wisconsin Gas LLC, FSS Agreement, dated October 10, 2007.  
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53. Wisconsin Electric Power Company, FSS Agreement, dated October 10, 2007.  
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54. Wisconsin Gas LLC, ETS Agreement, dated October 31, 2007.  
Contract No. 113710
55. Wisconsin Electric Power Company, ETS Agreement, dated November 1, 2007.  
Contract No. 114091

56. Vectren Energy Delivery of Ohio, Inc., ETS Agreements, dated May 20, 2015.

Contract Nos. 126278, 126279

57. Northern Illinois Gas Company d/b/a Nicor Gas Company, ETS Agreement dated December 2, 2015.

Contract No. 127096

58. Shell Energy North America (US), L.P., FTS-1 Agreement, dated February 27, 2017.

Contract No. 129163

59. Tennessee Valley Authority, FTS-3 Agreement, dated September 2, 2015.

Contract No. 126586

**Appendix C**  
***ANR Pipeline Company***  
**Marked Agreement**

- 1) Tennessee Valley Authority  
Rate Schedule FTS-3 Service Agreement Amendment No. 1 (#126586)

**Date: Sep 02, 2015**

**Contract No.: 126586**

**FTS - 3 SERVICE AGREEMENT**

**This AGREEMENT** is entered into by ANR Pipeline Company (Transporter) and TENNESSEE VALLEY AUTHORITY (Shipper).

**WHEREAS**, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

**NOW, THEREFORE**, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

**1. AUTHORITY FOR TRANSPORTATION SERVICE:**

Pursuant to Part 284 of the Federal Energy Regulatory Commission's (FERC or Commission) Regulations.

**2. RATE SCHEDULE: Firm Transportation Service (FTS - 3)**

**3. CONTRACT QUANTITIES:**

Primary Routes- see Exhibit attached hereto

Such Contract Quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

**4. TERM OF AGREEMENT:**

This Agreement shall be effective as of November 1, 2017, and shall continue in full force and effect through October 31, 2037; provided, however, Transporter shall be under no obligation to receive or deliver any quantities of natural gas hereunder prior to the "Commencement Date." The Commencement Date shall be the later of November 1, 2017 or the in-service date of the Collierville Expansion Project ("Project"), which is necessary to provide the service hereunder. In no event shall the Commencement Date be prior to November 1, 2017, unless mutually agreed to in writing by Transporter and Shipper. In the event the Commencement Date is later than November 1, 2017, this Agreement shall terminate twenty years thereafter.

**Date: Sep 02, 2015**

**Contract No.: 126586**

**Right of First Refusal:**

Contractual (in accordance with Part 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Part 6.22.2)

**5. RATES:**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Deliverability Reservation Rate of \$2.5854 per dth, a Fixed Monthly Capacity Reservation Rate of \$0.0000 per dth and a Fixed Commodity Rate of \$0.0105 per dth. The Monthly Deliverability Reservation Rate, the Monthly Capacity Reservation Rate and the applicable commodity for the Enhanced Service Option shall be a Rate of \$0.0000. The Monthly Deliverability Reservation Rate, the Monthly Capacity Reservation Rate and the applicable commodity for the two (2) Hour Notice Service shall be a Rate of \$0.0000. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

**Date: Sep 02, 2015**

**Contract No.: 126586**

Secondary Receipt: REX Shelbyville (742252), Slaughters/TGT (48639), Midwest Chrisney/MGT (138660), Egan (186900) and Pine Prairie South (766184)

Secondary Delivery: None

The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Deliverability Reservation Rate of \$2.5854 per dth, a Fixed Monthly Capacity Reservation Rate of \$0.0000 per dth and a Fixed Commodity Rate of \$0.0105 per dth. The Monthly Deliverability Reservation Rate, the Monthly Capacity Reservation Rate and the applicable commodity for the Enhanced Service Option shall be a Rate of \$0.0000. The Monthly Deliverability Reservation Rate, the Monthly Capacity Reservation Rate and the applicable commodity for the two (2) Hour Notice Service shall be a Rate of \$0.0000. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt: None

Secondary Delivery: Egan (186899), Pine Prairie South (766185), Brownsville (261572) and Weakley County (274229)

B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-3 service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's Tariff.

6. **INCORPORATION BY REFERENCE:**

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's Tariff are specifically incorporated herein by reference and made a part hereof.



**Date: Sep 02, 2015**

**Contract No.: 126586**

**7. NOTICES:**

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through Transporter's Internet website. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

**TRANSPORTER:**

ANR Pipeline Company  
700 Louisiana Street, Suite 700  
Houston, Texas 77002-2700  
Attention: Commercial Services

**SHIPPER:**

TENNESSEE VALLEY AUTHORITY  
1101 MARKET STREET, MR2-B  
CHATTANOOGA, TN 374022801  
Attention: JOSEPH N PIETRANTONE, JR

Telephone: 423-751-6905  
FAX: 423-751-6595  
E-mail: jnpietrantone@tva.gov

**INVOICES AND STATEMENTS:**

TENNESSEE VALLEY AUTHORITY  
400 W. SUMMIT HILL DR  
KNOXVILLE, TN 379021499  
Attention: KENNETH PODGORSKI

Telephone: 865-632-3637  
FAX: 865-632-9405  
E-mail: kjpodgorski@tva.gov

**Date: Sep 02, 2015**

**Contract No.: 126586**

8. FURTHER AGREEMENT:

8.1 Pursuant to Part 5.5.4 of Rate Schedule FTS-3 of Transporter's FERC Gas Tariff, Shipper elects the short notice start-up and shut-down optional service.

8.2 Pursuant to Part 6.11 of Transporter's Tariff, Transporter and Shipper have mutually agreed to receipt and/or delivery pressure commitment(s) as stipulated herein:

(i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the Collierville meter station, at a pressure up to 800 psig, as required for deliveries into the Memphis Light Gas and Water distribution system provided that the following conditions are maintained and satisfied: (a) The Maximum Hourly Quantity delivered under this agreement at the Collierville meter station has not exceeded 8,334 dth/hr; (b) The Maximum Daily Quantity delivered at the Collierville meter station under this agreement has not exceeded 200,000 dth/d. Provided that the minimum hourly quantity scheduled at the Collierville meter station (including Shipper's scheduled quantities) is no less than 2,084 dth/hr.

(ii) Pursuant to Part 6.11 of the General Terms and Conditions of ANR's FERC Gas Tariff, the conditional pressure of up to 800 psig as set forth in this Paragraph 8 is a component of Shipper's primary firm service. Accordingly, ANR shall maintain its pressure obligation as a primary firm component when scheduling service pursuant to the priorities of Part 6.10 of the General Terms and Conditions of ANR's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph 8.2(i)(a) and (b) above.

8.3 Creditworthiness:

During the term of this Agreement Shipper understands and agrees that it will establish and maintain creditworthiness in accordance with Section 8.3(a) below, or provide and maintain Credit Support pursuant to Section 8.3(b) below.

(a) Shipper will be deemed creditworthy if its unenhanced senior unsecured debt securities are rated at least BBB- by Standard & Poor's Financial Services LLC ("S&P") or at least Baa3 by Moody's Investors Service, Inc. ("Moody's"). In the event Shipper is rated by both S&P and Moody's, the lower rating applies. Nothing herein shall limit Transporter's ability to evaluate any of the factors set forth in Section 8.3(a) (1) below where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper.

Date: Sep 02, 2015

Contract No.: 126586

If Shipper does not meet the creditworthiness standard described above, then Transporter shall evaluate creditworthiness based upon the level of Shipper's current and requested service with Transporter relative to Shipper's ability to meet its obligations. Such creditworthiness evaluation shall be based upon Transporter's evaluation of any or all of the following information:

- (1) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's financial strength, rating agencies' reports, whether Shipper is operating under any chapter of the United States Bankruptcy Code, whether Shipper is subject to any material lawsuits or judgments, the nature of Shipper's business, including Shipper's ability to recover the costs of Transporter's services through filings with regulatory agencies or otherwise to pass on such costs to its customers, or any other information that is relevant to Shipper's ability to make full payment over the term of its agreement(s) with Transporter.
- (b) If applicable, Credit Support shall be provided and maintained by Shipper for the benefit of Transporter throughout the term of this Agreement. As used herein, "Credit Support" means:
  - (1) a guaranty of all of Shipper's contractual obligations pursuant to this Agreement, in a form acceptable to Transporter, from an entity deemed creditworthy by Transporter in accordance with Section 8.3(a) above ("Guarantor"); or
  - (2) a cash security deposit or an in-evocable standby letter of credit, in a form acceptable to Transporter, and issued by a bank or financial institution deemed acceptable by Transporter up to Shipper's reservation charges payable for sixty (60) months of service under this Agreement; or
  - (3) any other financial assurance mutually agreed upon by Transporter and Shipper.
- (c) Transporter shall have the right to review Shipper's (or its Guarantor's) creditworthiness, in accordance with Section 8.3(a) above, on an ongoing basis and Shipper shall provide, upon Transporter's request, information in order for Transporter to determine the continuing creditworthiness of Shipper (or its Guarantor). The Parties agree that Shipper's failure to maintain creditworthiness or supply or maintain Credit Support shall not (a) relieve Shipper of its other

**Date: Sep 02, 2015**

**Contract No.: 126586**

obligations under this Agreement, or (b) prejudice Transporter's right to seek damages or performance under this Agreement.

- (d) The creditworthiness requirements of this Section 8.3 shall apply to any assignee pursuant to an assignment (in whole or part) of this Agreement or to any Replacement Shipper taking permanent capacity release, in whole or part, of capacity provided pursuant to this Agreement. Transporter may refuse to allow Shipper to assign (in whole or part) this Agreement or permanently release capacity provided pursuant to this Agreement if Transporter has a reasonable basis to conclude that it will not be financially indifferent to the assignment or release. If Shipper's request to permanently release capacity is denied by Transporter, Transporter shall notify Shipper of such denial and shall include in the notification the reasons for such denial.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized to be effective as of the date stated above.

**SHIPPER: TENNESSEE VALLEY AUTHORITY**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**TRANSPORTER: ANR PIPELINE COMPANY**

**By:** \_\_\_\_\_

**Title:** Director, Transportation Accounting and Contracts

**Date:** \_\_\_\_\_

Contract No: 126586  
Amendment No: 01

## AMENDMENT

Date: August 09, 2017

"Transporter": ANR PIPELINE COMPANY

"Shipper": TENNESSEE VALLEY AUTHORITY

FTS-3 Contract No. 126586 dated September 02, 2015 ("Agreement") between Transporter and Shipper is amended effective November 01, 2017 as follows:

This Agreement shall be effective as of November 1, 2017, and shall continue in full force and effect through October 31, 2037; provided, however, Transporter shall be under no obligation to receive or deliver any quantities of natural gas hereunder prior to the "Commencement Date." The Commencement Date shall be the later of November 1, 2017 or the in-service date of the Collierville Expansion Project ("Project"), which is necessary to provide the service hereunder. In no event shall the Commencement Date be prior to November 1, 2017, unless mutually agreed to in writing by Transporter and Shipper. In the event the Commencement Date is later than November 1, 2017, this Agreement shall terminate twenty years thereafter.

5. RATES: (amended and restated in its entirety)

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Deliverability Reservation Rate of \$2.5854 per dth, a Fixed Monthly Capacity Reservation Rate of \$0.0000 per dth and a Fixed Commodity Rate of \$0.0105 per dth. The Monthly Deliverability Reservation Rate, the Monthly Capacity Reservation Rate and the applicable commodity for the Enhanced Service Option shall be a Rate of \$0.0000. The Monthly Deliverability Reservation Rate, the Monthly Capacity Reservation Rate and the applicable commodity for the two (2) Hour Notice Service shall be a Rate of \$0.0000. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

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Secondary Receipt: REX Shelbyville (742252), Slaughters/TGT (48639), Midwest Chrisney/MGT (138660), Egan (186900), Pine Prairie South (766184), Pine Prairie Rec (490940), Fayetteville Express (803184), Tiger Int. (927982)

Secondary Delivery: None

The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Deliverability Reservation Rate of \$2.5854 per dth, a Fixed Monthly Capacity Reservation Rate of \$0.0000 per dth and a Fixed Commodity Rate of \$0.0105 per dth. The Monthly Deliverability Reservation Rate, the Monthly Capacity Reservation Rate and the applicable commodity for the Enhanced Service Option shall be a Rate of \$0.0000. The Monthly Deliverability Reservation Rate, the Monthly Capacity Reservation Rate and the applicable commodity for the two (2) Hour Notice Service shall be a Rate of \$0.0000. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel), EPC Charge (Electric Power Cost) and any other applicable -governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt: None

Secondary Delivery: Egan (186899), Pine Prairie South (766185), Brownsville (261572), Weakley County (274229), Pine Prairie North Del (490941)

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-3 service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's Tariff.

All other terms and conditions of the Agreement shall remain in full force and effect.

TENNESSEE VALLEY AUTHORITY  
"Shipper"

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ANR PIPELINE COMPANY  
"Transporter"

By: \_\_\_\_\_

Title: **Director, Transportation Accounting and Contracts**

Date: \_\_\_\_\_

PRIMARY ROUTE EXHIBIT  
 To Agreement Between  
 ANR PIPELINE COMPANY (Transporter)  
 AND TENNESSEE VALLEY AUTHORITY (Shipper)

Contract No: 126586  
 Rate Schedule: FTS-3  
 Contract Date: September 02, 2015  
 Amendment Date: August 09, 2017

Receipt Location	Delivery Location	Annual MDQ/ MHQ	Winter MDQ/ MHQ	Summer MDQ/ MHQ
Name	Name	(DTH)	(DTH)	(DTH)
103565	416969	200000	0	0
SEHEADSTATION FROM: November 01, 2017	COLLIERVILLE GATE TO: October 31, 2037	8334	0	0