



March 1, 2021

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

**ANR Pipeline Company**  
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Director, Rates & Tariffs

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Re: ANR Pipeline Company  
Non-Conforming/Negotiated Rate Agreement  
Docket No. RP21-\_\_\_\_-000

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”) hereby respectfully submits for filing and acceptance:

- Revised Part 1 – Table of Contents (“Table of Contents”) to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”);
- Revised Part 6.28 – GT&C, Non-Conforming Agreements (“Section 6.28”) to be part of its Tariff; and
- One (1) tariff record containing one (1) Rate Schedule FTS-1 (“FTS-1”) negotiated rate service agreement containing non-conforming provisions (“Agreement”).

ANR respectfully requests that the Commission accept the tariff sections and the Agreement, included herein as Appendix A,<sup>2</sup> to become effective April 1, 2021.

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<sup>1</sup> 18 C.F.R. Part 154 (2021).

<sup>2</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 and mailing address, and telephone numbers of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

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

### **Background**

ANR held a binding open season from September 1, 2016 through September 8, 2016, for 700,000 dekatherms (“Dth”) per day of firm transportation service capacity from ANR’s Southeast Headstation to a new delivery point located at or near ANR’s Grand Chenier Compressor Station for its Grand Chenier Project (“Project”). The open season was held as a direct result of a binding precedent agreement between ANR and Venture Global Calcasieu Pass, LLC (“Venture Global”), executed on August 22, 2016 for the entire amount of the Project capacity offered in the Project open season. On September 14, 2016, ANR reserved 700,000 Dth per day pursuant to Section 6.3.3<sup>3</sup> of ANR’s Tariff based on Venture Global’s commitment to the Project through its executed precedent agreement. On three subsequent occasions, September 13, 2017,<sup>4</sup> August 21, 2018,<sup>5</sup> and

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<sup>3</sup> Part 6.3.3-GT&C, Facilities Policy, Capacity Reserved for Expansion Projects (“Section 6.3.3”), which limits the time period for which ANR may reserve capacity for a potential expansion project to one year prior to the certificate filing.

<sup>4</sup> On September 13, 2017, in Docket No. RP17-1047-000, ANR filed with the Commission requesting that it be allowed to continue to reserve capacity for the Project through September 14, 2018. The Commission found good cause to grant ANR’s unopposed request for the extension of time. *ANR Pipeline Company*, 161 FERC ¶ 61,008 (2017).

<sup>5</sup> On August 21, 2018, in Docket No. RP18-1070-000, ANR filed with the Commission requesting that it be allowed to continue to reserve capacity for the Project through September 14, 2019. The Commission found good cause to grant ANR’s unopposed request for the extension of time. *ANR Pipeline Company*, 164 FERC ¶ 61,179 (2018).

August 12, 2019,<sup>6</sup> ANR filed with the Commission to extend the reservation of capacity for an additional year.<sup>7</sup>

On January 22, 2020, ANR and Venture Global entered into the Agreement, with a contracted maximum daily quantity of 700,000 Dth per day and a commencement date of April 1, 2021.<sup>8</sup>

Accordingly, ANR is submitting the Agreement, included herein as part of Appendix A, as a negotiated rate service agreement containing non-conforming provisions, as further discussed below.

FTS-1 Service Agreement No. 133755 (“Contract No. 133755”)  
Between ANR and Venture Global  
Dated January 22, 2020  
Tariff Record 9.40

*Non-Conforming Provisions*

The Agreement submitted in the instant filing contains provisions which deviate from the applicable FTS-1 *pro forma* Form of Service Agreement (“PFSA”) in ANR’s Tariff. First, the Agreement contains a non-conforming provision in Part 4 (Term of Agreement) stating that Venture Global may elect, subject to certain conditions, to extend the term of their service agreement for two (2) successive 5-year terms. ANR’s Tariff provides that prior to the expiration of the term of a service agreement, ANR and a shipper may mutually agree to an extension of the term of the service

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<sup>6</sup> On August 12, 2019, in Docket No. RP19-1467-000, ANR filed with the Commission requesting that it be allowed to continue to reserve capacity for the Project through September 14, 2020. The Commission found good cause to grant ANR’s unopposed request for the extension of time. *ANR Pipeline Company*, 168 FERC ¶ 61,150 (2019).

<sup>7</sup> On December 21, 2018, ANR and Venture Global executed an amended and restated precedent agreement (“ARPA”) to add 400,000 Dth per day of incremental capacity to the Project. From January 8, 2019 through January 14, 2019, ANR held a binding open season for the incremental 400,000 Dth per day of Project capacity as a result of the ARPA. ANR received no additional interest during the open season. The ARPA bifurcated the total Project volume of 1,100,000 Dth per day into two phases; Phase I includes the initial 700,000 Dth per day with a service commencement date of April 1, 2021, and Phase II includes the incremental 400,000 Dth per day with an anticipated service commencement date of January 1, 2022.

<sup>8</sup> To accommodate the transportation of the Project’s Phase I 700,000 Dth per day of capacity from the Southeast Headstation to the Grand Chenier Compressor Station, various facility installations and replacements will be completed pursuant to ANR’s blanket certificate and Section 2.55 of the Commission’s regulations. *See* ANR’s blanket Prior Notice request filed March 11, 2020, in Docket No. CP20-87-000, to increase the certificated horsepower at ANR’s Grand Chenier Compressor Station, and ANR’s advance notification of facilities replacement pursuant to Section 18 CFR 2.55(b)(1)(iii) filed May 1, 2020, in Docket No. CP20-404-000, regarding the replacement of natural gas compressor facilities at its Eunice Compressor Station. On October 28, 2019, in Docket No. CP20-8-000, ANR filed an abbreviated application requesting Commission authorization to modify and construct facilities to implement Phase II of the Project. *ANR Pipeline Company*, 171 FERC ¶ 61,233 (2020).

agreement with respect to all or part of the underlying capacity.<sup>9</sup> Thus, consistent with ANR's Tariff, the extension right included in the Agreement gives Venture Global the right to extend the term of their service agreement. As such, the non-conforming provision does not confer benefits on Venture Global that are not available to all shippers. Additionally, the Commission has previously permitted pipelines to include similar provisions in service agreements allowing shippers the right to extend the term of a service agreement.<sup>10</sup> Accordingly, ANR respectfully requests that the Commission accept this deviation from ANR's *pro forma* service agreement as consistent with the above reasoning, and the Commission's prior orders.

Second, the Agreement submitted herein contains additional provisions which deviate from the PFSA in Part 8 (Further Agreement), wherein ANR sets forth the creditworthiness requirements that were part of the precedent agreement entered into with Venture Global. As Venture Global is the only Project shipper and holder of Project capacity, such creditworthiness requirements are necessary to ensure that ANR's financial commitment to the Project is protected through the initial term of service for the Agreement. Such creditworthiness provisions are necessary to support the Project and are consistent with Commission precedent as well as the Commission's Policy Statement regarding collateral requirements for construction projects.<sup>11</sup>

### Negotiated Rates

Additionally, the Agreement is filed herein as a service agreement containing negotiated rates, as further described below:<sup>12</sup>

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<sup>9</sup> ANR Tariff at Part 6.2.12(b) – GT&C, Extension of Service Agreements.

<sup>10</sup> See *Columbia Gas Transmission, LLC*, Docket No. RP16-1000-000 (June 24, 2016) (unpublished Director's Letter Order); *Columbia Gas Transmission, LLC*, Docket No. RP10-828-000 (July 6, 2010) (unpublished Director's Letter Order); *Columbia Gas Transmission, LLC*, Docket No. RP16-1232-000 (October 4, 2016) (unpublished Director's Letter Order); *Columbia Gas Transmission, LLC*, Docket No. RP18-25-000 (November 2, 2017) (unpublished Director's Letter Order); *Columbia Gas Transmission, LLC*, Docket No. RP18-1065-000 (September 4, 2018) (unpublished Director's Letter Order); and *Columbia Gas Transmission, LLC*, Docket No. RP18-1066-000 (September 11, 2018) (unpublished Director's Letter Order).

<sup>11</sup> *Creditworthiness Standards for Interstate Natural Gas Pipelines*, 111 FERC ¶ 61,142 at P 17 - 19, and 21 (2005). (Stating that the collateral requirements in the precedent agreements would apply only to the initial shippers on the project, and would continue to apply to these initial shippers even after the project goes into service. See also *ANR Pipeline Company*, Docket No. RP15-375-000 (February 26, 2015) (Unpublished Director's Letter Order), and *ANR Pipeline Company*, Docket No. RP19-766-000 (March 28, 2019) (Unpublished Director's Letter Order), wherein ANR filed similar non-conforming provisions setting forth creditworthiness requirements which have been accepted by the Commission.

<sup>12</sup> On May 28, 1999, in Docket No. RP99-301-000, the Commission approved, subject to conditions proposed Section 6.27 of the General Terms and Conditions of ANR's Tariff, which authorizes ANR to enter into negotiated rate agreements with its customers. *ANR Pipeline Company*, 87 FERC ¶ 61,241 (1999).

Contract No. 133755 – ANR and Venture Global have mutually agreed that the rate for the Primary Route Maximum Daily Quantity as listed in the Primary Route Exhibit shall be a Fixed Monthly Reservation Rate of \$3.043 per Dth, subject to possible adjustment, and a Fixed Commodity Rate of \$0.00 per Dth, plus all maximum applicable reservation and commodity surcharges under FTS-1 in accordance with the Tariff.

ANR advises that no undisclosed agreements, etc., are linked to the Agreement, which is included herein as part of Appendix A. To conform with Order No. 714, ANR is submitting the Agreement individually and in its entirety as tariff record 9.40.<sup>13</sup> Additionally, a revised Table of Contents and Section 6.28 are submitted herein as part of Appendix A to reflect the housing of the tariff record in ANR's Tariff.

### **Effective Date**

ANR respectfully requests that the Commission accept the proposed tariff sections and Agreement (tariff record 9.40), to become effective April 1, 2021.

### **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, ANR is submitting the following via its electronic tariff filing:

1. This transmittal letter;
2. A clean version of the tariff sections and tariff record (Appendix A);
3. A marked version of the tariff sections (Appendix B); and
4. A redlined version of the Agreement (Appendix C).

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<sup>13</sup> The Agreement provides all 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.

**Certificate of Service**

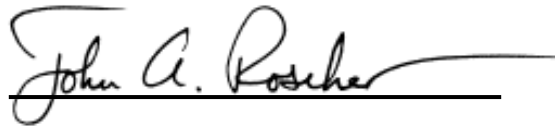
As required by Sections 154.7(b) and 154.208 of the Commission’s regulations, a copy of this filing is being served upon all of ANR’s existing customers, and interested state regulatory agencies. A copy of this letter, together with any attachments, is available during regular business hours for public inspection at ANR’s principal place of business.<sup>14</sup>

Pursuant to Section 385.2005 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 of his knowledge and belief. Additionally, the undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Jonathan Scullion at (832) 320-5520.

Respectfully submitted,

ANR Pipeline Company

A handwritten signature in black ink that reads "John A. Roscher". The signature is written in a cursive style and is positioned above a solid horizontal line.

John A. Roscher  
Director, Rates & Tariffs

Enclosures

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<sup>14</sup> Due to the Covid-19 pandemic, ANR’s principal place of business is closed. When ANR’s office reopens, the letter and attachments will be available during normal business hours at ANR’s office in Houston, Texas.

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

**Tariff Sections**

**Version**

1 – TABLE OF CONTENTS	v.55.0.0
6.28 – GT&C, Non-Conforming Agreements	v.25.0.0

**Tariff Records**

**Section 9 – Non-Conforming Agreements with Negotiated Rates**

9.40 – Venture Global Calcasieu Pass, LLC FTS-1 Agmt #133755	v.0.0.0
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Contract No. 133755

Firm Transportation Service Agreement  
Rate Schedule FTS-1

Venture Global Calcasieu Pass, LLC  
(#133755)

Agreement Effective Date: April 1, 2021

Date: January 22, 2020

Contract No.: 133755

### FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and VENTURE GLOBAL CALCASIEU PASS, LLC (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 - 1)**

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:**

Commences on the date that is the later of (i) April 1, 2021 and (ii) the date Transporter is physically capable and legally authorized to provide the service contemplated under this Agreement (the "Phase I Project In-Service Date") and continues for a term of twenty (20) years after the date that is the later of (i) January 1, 2022 and (ii) the date Transporter is physically capable and legally authorized to provide the service contemplated under ANR Contract No. 133756 (the "Phase II Project In-Service Date") (the "Initial Term"). Shipper may elect to extend the Initial Term for a period of five (5) years ("Extended Term") by providing notice to Transporter of such election a minimum of one (1) year prior to the expiration of the Initial Term. If Shipper elects to extend for an initial Extended Term, Shipper may elect to extend the term of the

Date: January 22, 2020

Contract No.: 133755

Agreement for a second Extended Term by providing notice to Transporter of Such election a minimum of one (1) year prior to the expiration of the first Extended Term.

Right of First Refusal:

Not Applicable to this Agreement.

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.

Transporter and Shipper have agreed to the negotiated rate provisions as set forth below in Sections A - E. Except as to the applicable Transporter's Use (%) described in Section E below, the changes provided for in the preceding paragraph shall not be applicable to these negotiated rate provisions and such provisions shall remain unchanged through the Initial Term and any Extended Term unless Transporter and Shipper mutually to agree such changes.

A. Effective on the Phase I Project In-Service Date, Shipper shall pay a monthly fixed reservation rate equal to \$3.043 per Dth ("Phase I Negotiated Reservation Rate"), subject to the following adjustments, if applicable: plus a monthly fixed reservation rate of \$0.0304 per Dth for every month after April 1, 2021, up to but no later than October 1, 2021, that the Phase I Project In-Service Date has not occurred ("Adjusted Phase I Negotiated Reservation Rate"). The calendar month in which the Phase I Project In-Service Date occurs shall constitute a month for purposes of calculating the foregoing adjustment to the Phase I Negotiated Reservation Rate if the Phase I Project In-Service Date occurs on or after the fifteenth (15th) day of such month.



- B. In addition to the Phase I Negotiated Reservation Rate, or applicable Adjusted Phase I Negotiated Reservation Rate, Shipper shall pay a daily fixed commodity rate of \$0.00 per Dth plus all maximum applicable reservation and commodity surcharges under Rate Schedule FTS-1 pursuant to the Tariff (collectively, the "Phase I Negotiated Rate").
- C. If during the Initial Term or any Extended Term, Transporter's maximum Tariff reservation rate under Rate Schedule FTS-1 for a route from the Primary Receipt Point to the Primary Delivery Point is, or is expected to be, greater than the Phase I Negotiated Reservation Rate, or applicable Adjusted Phase I Negotiated Reservation Rate, Transporter may, at its discretion, require Shipper to convert the Phase I Negotiated Reservation Rate, or applicable Adjusted Phase I Negotiated Rate to a monthly discounted reservation rate equal to the Phase I Negotiated Reservation Rate, or applicable Adjusted Phase I Negotiated Reservation Rate (the "Phase I Discounted Reservation Rate") and Shipper shall continue to pay a daily fixed commodity rate of \$0.00 per Dth plus all maximum applicable reservation and commodity surcharges pursuant to the Tariff (collectively, the "Phase I Discounted Rate").
- D. If Shipper is paying the Phase I Discounted Reservation Rate at any time during the Initial Term or any Extended Term, and the maximum Tariff reservation rate under Rate Schedule FTS-1 for a route from the Primary Receipt Point to the Primary Delivery Point is, or is expected to be, lower than the Phase I Discounted Reservation Rate, Transporter may, at its discretion, require Shipper to convert its Phase I Discounted Reservation Rate back to the Phase I Negotiated Reservation Rate, or applicable Adjusted Phase I Negotiated Reservation Rate.
- E. Shipper shall pay the applicable Transporter's Use (%), as defined in Transporter's Tariff, for a route from the Primary Receipt Point to the Primary Delivery Point.

**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.

**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

Date: January 22, 2020

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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:**

VENTURE GLOBAL CALCASIEU PASS, LLC  
1001 19<sup>TH</sup> STREET NORTH  
SUITE 1500  
ARLINGTON, VA 22209  
Attention: Jeff Perritt  
Telephone: 918-805-6030  
Email: [jperritt@vglng.com](mailto:jperritt@vglng.com)

**With a copy to:**

VENTURE GLOBAL CALCASIEU PASS, LLC  
1001 19<sup>TH</sup> STREET NORTH  
SUITE 1500  
ARLINGTON, VA 22209  
Attention: Keith Larson, General Counsel  
Telephone: 202-759-6736  
Email: [klarson@vglng.com](mailto:klarson@vglng.com)

**INVOICES AND STATEMENTS:**

VENTURE GLOBAL CALCASIEU PASS, LLC  
1001 19<sup>TH</sup> STREET NORTH  
SUITE 1500  
ARLINGTON, VA 22209  
Attention: Kelly Claggett  
Telephone: 202-759-9365  
E-mail: [kclaggett@vglng.com](mailto:kclaggett@vglng.com)

8. **FURTHER AGREEMENT:**

During the Initial Term of this Agreement, Shipper understands and agrees that it will establish and maintain creditworthiness in accordance with Section 8(A) below or provide and maintain Credit Support pursuant to Section 8(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(A)(i.) below where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper.

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:

- i.) 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 Shipper does not meet the creditworthiness standard described above, Shipper shall provide and maintain Credit Support. As used herein, "Credit Support" means:
    - i.) a guaranty, in a form acceptable to Transporter, of all of Shipper's contractual obligations pursuant to this Agreement, from an entity deemed creditworthy by Transporter in accordance with Section 8(A) above ("Guarantor"). Where the Guarantor is not an entity formed in the United States, the guaranty shall be in a form acceptable to Transporter, in its sole discretion; or

Date: January 22, 2020

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- ii.) 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 for an amount equal to Twelve Million Seven Hundred Seventy Five Thousand Dollars (\$12,775,000.00) Upon the fifth (5th) anniversary of the Phase II Project In-Service Date, the amount shall be in accordance with Transporter's Tariff; or
- iii.) any other financial assurance mutually agreed upon by Transporter and Shipper.

For the avoidance of doubt, the Credit Support amounts set forth herein are included within and are not additive to the "Credit Support" amounts required under the Amended and Restated Precedent Agreement executed by and between the Parties hereto and dated as of December 21, 2018.

- C. Transporter shall have the right to review Shipper's (or its Guarantor's) creditworthiness, in accordance with Section 8(A) above, on an ongoing basis and Shipper shall provide, upon Transporter's request, information reasonably necessary 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 obligations under this Agreement, or (b) prejudice Transporter's right to seek damages or performance under this Agreement.
- D. Shipper acknowledges that this Agreement are contracts under which Transporter will extend financial accommodations to Shipper, within the meaning of United States Bankruptcy Code Section 365(e)(2)(B). Shipper likewise acknowledges that in the event that a petition is filed, by or against Shipper, any of its affiliates, or any Guarantor of Shipper's obligations hereunder pursuant to any chapter of the United States Bankruptcy Code, or any other legal jurisdiction, if applicable, and if Transporter does not terminate this Agreement as a result of such filing, Transporter may consider the bankruptcy filing in determining whether Shipper remains creditworthy, and in determining what, if any, financial assurances must be submitted by or for Shipper as a condition to Shipper's creditworthiness under this Agreement.
- E. The creditworthiness requirements of this Section 8 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

**Date: January 22, 2020**

**Contract No.: 133755**

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.

Date: January 22, 2020

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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: VENTURE GLOBAL CALCASIEU PASS, LLC

By: 

Title: SECRETARY

Date: JANUARY 22, 2020

*DF  
1/28/20*

*CW 1-30-20*

TRANSPORTER: ANR PIPELINE COMPANY

By: 

Title: Director, Transportation Accounting and Contracts

Date: 1/21/20

*EW  
DA 1/20/20*

Contract No: 133755

Rate Schedule: FTS-1

Contract Date: January 22, 2020

Amendment Date:

**PRIMARY ROUTE EXHIBIT**

To Agreement Between

**ANR PIPELINE COMPANY (Transporter)**

**AND VENTURE GLOBAL CALCASIEU PASS, LLC (Shipper)**

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
103565 S E HEADSTATION FROM: 1/	523094 MERMENTAU RIVER GCX TO: 1/	700000	0	0

1/ Pursuant to Article 4 of this Agreement

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

<b><u>Tariff Section</u></b>	<b><u>Version</u></b>
1 – TABLE OF CONTENTS	v.55.0.0
6.28 – GT&C, Non-Conforming Agreements	v.25.0.0



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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.  
  
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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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15. Wisconsin Electric Power Company, ETS Agreement, dated August 18, 2014.  
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16. Antero Resources Corporation, FTS-1 Agreements, dated September 22, 2014.  
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20. Iowa Fertilizer Company LLC, FTS-1 Agreement, dated December 23, 2015.  
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22. Wisconsin Gas LLC, FTS-1 Agreement, dated April 21, 2003.  
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23. Wisconsin Electric Power Company, FTS-1 Agreement, dated April 21, 2003.  
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24. Wisconsin Gas LLC, ETS Agreement, dated October 17, 2003.  
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25. EQT Energy, LLC, FTS-1 Agreements, dated February 23, 2015.  
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26. J. Aron & Company, FSS Agreement, dated January 29, 2016.  
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27. Wisconsin Gas LLC, ETS Agreement, dated August 25, 2011.  
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28. Wisconsin Gas LLC, ETS Agreement, dated June 27, 2002.  
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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.  
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31. Wisconsin Gas LLC, NNS 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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44. Wisconsin Public Service Corporation, FSS Agreement, dated March 28, 2008.  
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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.  
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
60. Wisconsin Public Service Corporation, ETS Agreement, dated November 8, 2017.  
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61. Northern Illinois Gas Company d/b/a Nicor Gas Company, ETS Agreement, dated November 9, 2017  
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62. Rocky Road Power, LLC, FTS-1 Agreement, dated November 10, 2017  
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64. Wisconsin Power and Light Company, ETS Agreement, dated September 24, 2020  
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65. Wisconsin Power and Light Company, ETS Agreement, dated November 8, 2017  
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66. Wisconsin Power and Light Company, FTS-3 Agreement, dated November 8, 2017

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67. Venture Global Calcasieu Pass, LLC, FTS-1 Agreement, dated January 22, 2020

Contract No. 133755

**Appendix C**  
***ANR Pipeline Company***  
**Marked Agreements**

- 1) Venture Global Calcasieu Pass, LLC  
Rate Schedule FTS-1 Service Agreement (#133755)

Date: January 22, 2020

Contract No.: 133755

## FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and VENTURE GLOBAL CALCASIEU PASS, LLC (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 - 1)**

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:**

Commences on the date that is the later of (i) April 1, 2021 and (ii) the date Transporter is physically capable and legally authorized to provide the service contemplated under this Agreement (the "Phase I Project In-Service Date") and continues for a term of twenty (20) years after the date that is the later of (i) January 1, 2022 and (ii) the date Transporter is physically capable and legally authorized to provide the service contemplated under ANR Contract No. 133756 (the "Phase II Project In-Service Date") (the "Initial Term"). Shipper may elect to extend the Initial Term for a period of five (5) years ("Extended Term") by providing notice to Transporter of such election a minimum of one (1) year prior to the expiration of the Initial Term. If Shipper elects to extend for an initial Extended Term, Shipper may elect to extend the term of the



**Date: January 22, 2020**

**Contract No.: 133755**

Agreement for a second Extended Term by providing notice to Transporter of Such election a minimum of one (1) year prior to the expiration of the first Extended Term.

Right of First Refusal:

Not Applicable to this Agreement.

**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.

Transporter and Shipper have agreed to the negotiated rate provisions as set forth below in Sections A – E. Except as to the applicable Transporter's Use (%) described in Section E below, the changes provided for in the preceding paragraph shall not be applicable to these negotiated rate provisions and such provisions shall remain unchanged through the Initial Term and any Extended Term unless Transporter and Shipper mutually to agree such changes.

A. Effective on the Phase I Project In-Service Date, Shipper shall pay a monthly fixed reservation rate equal to \$3.043 per Dth ("Phase I Negotiated Reservation Rate"), subject to the following adjustments, if applicable: plus a monthly fixed reservation rate of \$0.0304 per Dth for every month after April 1, 2021, up to but no later than October 1, 2021, that the Phase I Project In-Service Date has not occurred ("Adjusted Phase I Negotiated Reservation Rate"). The calendar month in which the Phase I Project In-Service Date occurs shall constitute a month for purposes of calculating the foregoing adjustment to the Phase I Negotiated Reservation Rate if the Phase I Project In-Service Date occurs on or after the fifteenth (15th) day of such month.

- B. In addition to the Phase I Negotiated Reservation Rate, or applicable Adjusted Phase I Negotiated Reservation Rate, Shipper shall pay a daily fixed commodity rate of \$0.00 per Dth plus all maximum applicable reservation and commodity surcharges under Rate Schedule FTS-1 pursuant to the Tariff (collectively, the "Phase I Negotiated Rate").
- C. If during the Initial Term or any Extended Term, Transporter's maximum Tariff reservation rate under Rate Schedule FTS-1 for a route from the Primary Receipt Point to the Primary Delivery Point is, or is expected to be, greater than the Phase I Negotiated Reservation Rate, or applicable Adjusted Phase I Negotiated Reservation Rate, Transporter may, at its discretion, require Shipper to convert the Phase I Negotiated Reservation Rate, or applicable Adjusted Phase I Negotiated Rate to a monthly discounted reservation rate equal to the Phase I Negotiated Reservation Rate, or applicable Adjusted Phase I Negotiated Reservation Rate (the "Phase I Discounted Reservation Rate") and Shipper shall continue to pay a daily fixed commodity rate of \$0.00 per Dth plus all maximum applicable reservation and commodity surcharges pursuant to the Tariff (collectively, the "Phase I Discounted Rate").
- D. If Shipper is paying the Phase I Discounted Reservation Rate at any time during the Initial Term or any Extended Term, and the maximum Tariff reservation rate under Rate Schedule FTS-1 for a route from the Primary Receipt Point to the Primary Delivery Point is, or is expected to be, lower than the Phase I Discounted Reservation Rate, Transporter may, at its discretion, require Shipper to convert its Phase I Discounted Reservation Rate back to the Phase I Negotiated Reservation Rate, or applicable Adjusted Phase I Negotiated Reservation Rate.
- E. Shipper shall pay the applicable Transporter's Use (%), as defined in Transporter's Tariff, for a route from the Primary Receipt Point to the Primary Delivery Point.

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.

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

**Date: January 22, 2020**

**Contract No.: 133755**

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:**

VENTURE GLOBAL CALCASIEU PASS, LLC  
1001 19TH ST., NORTH  
SUITE 1500  
ARLINGTON, VA 22209  
Attention: JEFF PERRITT  
Telephone: 918-805-6030  
FAX:  
E-mail: JPERRITT@VGLNG.COM

**With a copy to:**

VENTURE GLOBAL CALCASIEU PASS, LLC  
1001 19TH ST., NORTH  
SUITE 1500  
ARLINGTON, VA 22209  
Attention: KEITH LARSON, GENERAL COUNSEL  
Telephone: 202-759-6736  
FAX:  
E-mail: KLARSON@VGLNG.COM

**INVOICES AND STATEMENTS:**

VENTURE GLOBAL CALCASIEU PASS, LLC  
1001 19TH ST., NORTH  
SUITE 1500  
ARLINGTON, VA 22209  
Attention: KELLY CLAGGETT  
Telephone: 202-759-9365  
E-mail: KCLAGGETT@VGLNG.COM

8. **FURTHER AGREEMENT:**

During the Initial Term of this Agreement, Shipper understands and agrees that it will establish and maintain creditworthiness in accordance with Section 8(A) below or provide and maintain Credit Support pursuant to Section 8(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(A)(i.) below where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper.

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:

- i.) 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 Shipper does not meet the creditworthiness standard described above, Shipper shall provide and maintain Credit Support. As used herein, "Credit Support" means:
- i.) a guaranty, in a form acceptable to Transporter, of all of Shipper's contractual obligations pursuant to this Agreement, from an entity deemed creditworthy by Transporter in accordance with Section 8(A) above ("Guarantor"). Where the Guarantor is not an entity formed in the United States, the guaranty shall be in a form acceptable to Transporter, in its sole discretion; or

- ii.) 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 for an amount equal to Twelve Million Seven Hundred Seventy Five Thousand Dollars (\$12,775,000.00) Upon the fifth (5th) anniversary of the Phase II Project In-Service Date, the amount shall be in accordance with Transporter's Tariff; or
- iii.) any other financial assurance mutually agreed upon by Transporter and Shipper.

For the avoidance of doubt, the Credit Support amounts set forth herein are included within and are not additive to the "Credit Support" amounts required under the Amended and Restated Precedent Agreement executed by and between the Parties hereto and dated as of December 21, 2018.

- C. Transporter shall have the right to review Shipper's (or its Guarantor's) creditworthiness, in accordance with Section 8(A) above, on an ongoing basis and Shipper shall provide, upon Transporter's request, information reasonably necessary 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 obligations under this Agreement, or (b) prejudice Transporter's right to seek damages or performance under this Agreement.
- D. Shipper acknowledges that this Agreement are contracts under which Transporter will extend financial accommodations to Shipper, within the meaning of United States Bankruptcy Code Section 365(e)(2)(B). Shipper likewise acknowledges that in the event that a petition is filed, by or against Shipper, any of its affiliates, or any Guarantor of Shipper's obligations hereunder pursuant to any chapter of the United States Bankruptcy Code, or any other legal jurisdiction, if applicable, and if Transporter does not terminate this Agreement as a result of such filing, Transporter may consider the bankruptcy filing in determining whether Shipper remains creditworthy, and in determining what, if any, financial assurances must be submitted by or for Shipper as a condition to Shipper's creditworthiness under this Agreement.
- E. The creditworthiness requirements of this Section 8 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

**Date: January 22, 2020**

**Contract No.: 133755**

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.

**Date: January 22, 2020**

**Contract No.: 133755**

**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: VENTURE GLOBAL CALCASIEU PASS, LLC**

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

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

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

**TRANSPORTER: ANR PIPELINE COMPANY**

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

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

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

Contract No: 133755

Rate Schedule: FTS-1

Contract Date: January 22, 2020

Amendment Date:

**PRIMARY ROUTE EXHIBIT**

**To Agreement Between**

**ANR PIPELINE COMPANY (Transporter)**

**AND VENTURE GLOBAL CALCASIEU PASS, LLC (Shipper)**

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
103565 S E HEADSTATION FROM: 1/	523094 MERMENTAU RIVER GCX TO: 1/	700000	0	0

1/ Pursuant to Article 4 of this Agreement