



April 30, 2012

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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Houston, Texas 77002-2761

John A. Roscher
Director, Rates & Tariffs

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Re: ANR Pipeline Company
Agreements with Non-conforming Provisions
Docket No. RP12- -

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,¹ ANR Pipeline Company (“ANR”) respectfully submits for filing and acceptance the tariff sections listed in Appendix A to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), and the tariff records listed in Appendix A that include two (2) Rate Schedule FTS-3 (“FTS-3”) service agreements (“Agreements”) which contain terms that deviate from ANR’s *pro forma* form of service agreement.² ANR requests that the Commission approve the tariff sections and tariff records to become effective June 1, 2012.

Correspondence

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

¹ 18 C.F.R. Part 154 (2012).

² Electronic Tariff Filings, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42 states that “...non-conforming service agreements need not be divided, but can be filed as entire documents.” ANR has elected to file the Agreements as whole documents, in PDF format.

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* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

The Agreements³ ANR is submitting contain terms that deviate from the *pro forma* form of service agreement (“2008 FSA”) that was in effect on the date the Agreements were entered into.

Background

ANR and TVA mutually agreed to enter into the Agreements, dated July 23, 2008, whereby ANR would provide firm transportation service to TVA under FTS-3 commencing June 1, 2012, for a ten-year term. When executed by ANR and TVA, the Agreements included provisions that deviated from ANR’s 2008 FSA. The provisions in the Agreements that deviate from the 2008 FSA are identical in all respects between the two service agreements.

On January 31, 2012, in Docket No. RP12-360-000, ANR filed with the Commission to, among other things, create a stand-alone *pro forma* form of service agreement (“2012 FSA”) for its firm services that was intended to eliminate non-conforming provisions and the need to file such provisions with the Commission. ANR’s filing inserted optional language pertaining to certain terms of service that were already approved by the Commission and included elsewhere in

³ The Agreements include FTS-3 Contract Nos. 114655 and 114656, entered into between ANR and Tennessee Valley Authority (“TVA”).

ANR's Tariff. On February 23, 2012, the Commission accepted the new 2012 FSA, as requested.⁴

Although the Agreements filed herewith contain terms that deviate from ANR's 2008 FSA, the majority of the deviations were remedied with the acceptance by the Commission of ANR's 2012 FSA.

Terms of Service which Deviate from the 2008 FSA and 2012 FSA

The Further Agreement sections of the Agreements contain two (2) provisions which deviate from the 2008 FSA, but which are now consistent, although not identical, with the optional language included in ANR's 2012 FSA. The first provision addresses the enhanced service options offered under FTS-3, where TVA elected the short notice start-up and shut-down service option but did not elect the variation of deliveries service option pursuant to Sections 5.5.4 and 5.5.5 of ANR's Tariff, respectively.⁵ The second provision stipulates that ANR and TVA have mutually agreed to a minimum delivery pressure commitment pursuant to Section 6.11.3 of ANR's Tariff.⁶ Both of these provisions are consistent with optional language approved by the Commission and incorporated into ANR's 2012 FSA. Nevertheless, out of an abundance of caution, ANR is treating these provisions as non-conforming. ANR does not believe these deviations to be material in nature, and do not confer any special rights or privileges on TVA. Accordingly, ANR respectfully requests that the Commission accept and approve these deviations in the Agreements as the Commission has already determined that they do not present a risk of undue discrimination.

Additionally, the Further Agreement sections contain one (1) provision that deviates from the 2008 FSA that has not been incorporated into ANR's 2012 FSA, but which is consistent with the General Terms and Conditions of ANR's Tariff. The provision allows TVA to add future plant

⁴ ANR Pipeline Company, Docket No. RP12-360-000 (February 23, 2012) (unpublished Director's letter order). The Commission accepted the new firm-service related FSA as Section 7.1-Service Agreements, Transporter's Firm Rate Schedules, 1.0.0, among other revised tariff records.

⁵ Section 5.5.4-Rate Schedule FTS-3, Short Notice Start-Up and Shut-Down ("Section 5.5.4"), and Section 5.5.5-Rate Schedule FTS-3, Variation of Deliveries ("Section 5.5.5").

⁶ Section 6.11-GT&C, Pressure at Receipt Point(s) and Delivery Point(s), paragraph 3 Pressure Commitments ("Section 6.11.3").

locations as secondary delivery points, provided such plant locations are located within the primary route designated in the Agreements' Primary Route Exhibit. ANR and TVA recognized at the time the Agreements were finalized that identifying future TVA plant locations was not possible, but that allowing them to be added later as secondary delivery points would enable TVA to more effectively utilize its FTS-3 service to generate electricity for its customer base throughout the ten-year term of the contracts. Section 6.29 of ANR's Tariff allows for ANR and a shipper to agree that a specified discounted rate will apply to specified delivery points or transportation paths,⁷ which, in the case of the Agreements, includes the primary route or any future TVA plants located within the primary route. ANR believes that this deviation does not affect the substantive rights of the parties because it merely ensures that TVA continues to pay rates consistent with Section 6.29 of ANR's Tariff for added secondary delivery points, located within its primary route. Thus the provision should not be deemed a material deviation by the Commission. However, in the event the Commission finds that the provision represents a material deviation under Commission policy, ANR respectfully requests that the Commission accept and approve the deviation as of the effective date of the Agreements, in as much as it does not change the conditions under which service is provided or present a risk of undue discrimination.

Pursuant to Sections 154.112(b) and 154.201 of the Commission's regulations, ANR is including the Agreements individually and in their entirety, in Appendix A, as tariff records 10.20 and 10.21. A marked version of the Agreements is provided in Appendix C. Additionally, a revised Section 1-Table of Contents and revised Section 6.28-GT&C, Non-conforming Agreements, are submitted herein at Appendix A to reflect the housing of the Agreements in ANR's Tariff.

Effective Date

ANR is requesting that the Commission approve the tariff sections and Agreements to become effective June 1, 2012.

⁷ Section 6.29 – GT&C, Discounted Rates, paragraph (a), part (e) ("Section 6.29").

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 Commission Order No. 714, ANR is submitting the following XML filing package, which includes:

- 1) This transmittal letter;
- 2) Clean tariff sections, and tariff records (Appendix A);
- 3) Marked tariff sections (Appendix B); and
- 4) Marked Agreements (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 the other 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



John A. Roscher
Director, Rates & Tariffs

Enclosures

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

Clean Tariff

<u>Tariff Sections</u>	<u>Version</u>
1 – TABLE OF CONTENTS	v.13.0.0
6.28 – GT&C, Non-conforming Agreements	v.3.0.0

Tariff Records

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
Section 10 - Non-Conforming Agreements				
10.20	Tennessee Valley Authority	FTS-3	#114655	v.0.0.0
10.21	Tennessee Valley Authority	FTS-3	#114656	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.

Contract No. 106102

2. Madison Gas and Electric Company,

ETS Agreements, dated October 29, 2001.

Contract Nos. 106450, 106454, 106456, 106460, 106466, 106468, 106469, 106470

FTS-1 Agreements, dated October 29, 2001.

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FSS Agreements, dated October 29, 2001.

Contract Nos. 106463, 106465

NNS Agreement, dated October 29, 2001.

Contract No. 106455

3. Michigan Consolidated Gas Company, ETS Agreements, dated November 1, 2003.

Contract Nos. 108184, 108185

4. Dynegy Marketing and Trade, FTS-3 Agreement, dated April 1, 2003.

Contract No. 108993

5. Callon Petroleum Operating Company, Habanero Lease Dedication Agreement, dated December 1, 2003.

6. BP Exploration and Production Inc., 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. Kerr-McGee Corporation, Lease Dedication Agreement (Baldpate/Conger, Garden Banks Area, Gulf of Mexico), dated February 1, 2003.
11. Conoco Phillips Company, Magnolia Lease Dedication Agreement, dated February 1, 2004.
12. Constellation NE WI, FTS-1 Agreement, dated November 1, 2004.

Contract No. 109836
13. Noble Energy, Inc., Boris Lease Dedication Agreement, dated March 1, 2004.
14. Centra Gas Manitoba, Inc., FTS-1 Agreement, dated August 1, 2004.

Contract No. 109713
15. Constellation Newenergy - Gas Division WI, FTS-1 Agreements dated November 1, 2004.

Contract Nos. 110990, 111009
16. Conoco Phillips Company, K2 Lease Dedication Agreement, dated April 15, 2005.
17. ENI Petroleum Exploration Co. Inc., K2 Lease Dedication Agreement, dated April 19, 2005.
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. Constellation Newenergy - Gas Division, WI, FTS-1 Agreement, dated June 28, 2005.

Contract No. 111780
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. Wisconsin Electric Power Company, ETS Agreement, dated October 24, 2006.

Contract No. 112883

26. Wisconsin Gas LLC, ETS Agreement, dated October 26, 2006.

Contract No. 112891

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. 107880, 107881

30. Wisconsin Electric Power Company, ETS Agreement, dated June 27, 2002.

Contract No. 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

Firm Transportation Service Agreement
Rate Schedule FTS-3

Tennessee Valley Authority
(#114655)

Agreement Effective Date: June 1, 2012

Date: Jul 23, 2008

Contract No.: 114655

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:**
(284B = Section 311; 284G = Blanket)

284G

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

Primary Route- 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:**

Jun 01, 2012 to

May 31, 2022

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 referenced in the Further Agreement Section of this Agreement.

Date: Jul 23, 2008

Contract No.: 114655

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.

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 notices shall be confirmed in writing at the addresses below or through GEMStm. Shipper and Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement:

TRANSPORTER:

ANR PIPELINE COMPANY
717 TEXAS ST, SUITE 2500
HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

SHIPPER:

TENNESSEE VALLEY AUTHORITY
1101 MARKET STREET, MR2-B
CHATTANOOGA, TN 374022801
Attention: James Power

Telephone: 423-751-6158
Fax: 423-751-6595

Date: Jul 23, 2008

Contract No.: 114655

INVOICES AND STATEMENTS:

TENNESSEE VALLEY AUTHORITY
1101 MARKET STREET, MR2-B
CHATTANOOGA, TN 374022801
Attention: DANNY HOOPER

Telephone: 423-751-6610

Fax: 423-751-6595

8. FURTHER AGREEMENT:

- 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 Monthly Deliverability Reservation Rate of \$1.7000 per dth, a Monthly Capacity Reservation Rate of \$0.0400 per dth and a Commodity Rate of \$0.0085 per dth. The Monthly Deliverability Reservation Rate for the Enhanced Service Option shall be a Rate of \$0.0500 and a Monthly Capacity Reservation Rate of \$0.0100 for the Enhanced Service Option and a Commodity Rate of \$0.0024 per dth for the Enhanced Service Option. The Monthly Deliverability Reservation Rate for the two (2) Hour Notice Service shall be a Rate \$0.0500 and a Monthly Capacity Reservation Rate of \$0.0100 for the two (2) Hour Notice Service and a Commodity Rate of \$0.0126 per dth for the two (2) Hour Notice Service. This rate is equal to a 100% Load Factor Rate of \$0.1700 per dth. This rate shall be inclusive of any fees or surcharges under Transporter's FERC Gas Tariff, not to exceed the total of Transporter's Maximum Reservation, Commodity and applicable surcharge rates. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt: Egan Hub Storage Receipt (186900), SE Headstation (103565) and SE Headstation Gathering (103565)

Secondary Delivery: Egan Hub Storage Delivery (186899) and Brownsville Interconnect (261572)

- B. The rate for Authorized Overrun volumes, related solely to the MDQ as set forth on the Primary Route Exhibit, and for the primary route and/or secondary receipts/deliveries listed shall be a 100% Load Factor Rate of \$0.1700 per dth, not to exceed Transporter's Maximum Tariff Overrun Rate.

Date: Jul 23, 2008

Contract No.: 114655

The rate for Authorized Overrun volumes, related solely to MHQ as set forth on the Primary Route Exhibit, and for the primary route and/or secondary receipts/deliveries listed shall be Transporter's Maximum Tariff Overrun Rate.

- C. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 8A, as well as deliveries in excess of the contract MDQ not addressed in Section 8B above, shall be Transporter's Maximum Applicable Capacity reservation, Deliverability 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.
- D. Shipper has elected the enhanced service options under Rate Schedule FTS-3 and, therefore, the rates hereunder do reflect such options as described below:
 - (i) Pursuant to Section 4 of Rate Schedule FTS-3 of Transporter's FERC Gas Tariff, Shipper elects the short notice start-up and shut-down optional service.
 - (ii) Pursuant to Section 5 of rate Schedule FTS-3 of Transporter's FERC Gas Tariff, Shipper has not elected the variation of deliveries optional service.
- E. Pursuant to Section 11.3 of the General Terms and Conditions of Transporter's Tariff, Transporter and Shipper agree to the following minimum delivery pressure:
 - (i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the Weakley County meter station, with a minimum pressure equal to or greater than 540 psig, provided that the following conditions are maintained and satisfied:
 - (a) The sum of Shipper's Maximum Hourly Quantity delivered at the Weakley County Meter Station has not exceeded 6,250 Dth/hr;
 - (b) Shipper has informed Transporter's Gas Control at least 2 hours prior to its use of the Gleason Generation Facility ("Gleason"). In addition, Shipper shall provide Transporter's Gas Control with a good faith estimate of its hourly profile of "burn rates" for Gleason at least 2 hours prior to the scheduled start up, and;
 - (c) No Force Majeure event has occurred that would interfere with Transporter's ability to maintain such delivery pressure.
 - (ii) Pursuant to Section 11.3 of the GT&C of Transporter's Tariff, the conditional pressure commitment of 540 PSIG as set forth in this Paragraph 8.E is a component of Shipper's primary firm service. Accordingly, Transporter shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 10

Date: Jul 23, 2008

Contract No.: 114655

of the GT&C of Transporter's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph E(i)(a) and (b), above.

(iii) To the extent that Shipper fails to meet the conditions set forth in this Paragraph 8.E on any Service Day, Transporter shall not be required to meet the minimum pressure guarantee for the remainder of such Service Day.

F. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Term and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.

G. Shipper shall have the right to add Future TVA Plants locations as secondary delivery point(s), provided that such Plants are located within the primary route designated in the Primary Route Exhibit.

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

SHIPPER: TENNESSEE VALLEY AUTHORITY

By:

On M. Walsh

Title:

EVP, Power Supply & Fuels

Date:

8/27/08

TRANSPORTER: ANR PIPELINE COMPANY

By:

Joseph E. Pollard

Title:

Agent and Attorney-in-Fact

Date:

9/5/08

*AS 9-4-08
PB 9-5-08*

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

Contract No: 114655
Rate Schedule: FTS-3
Contract Date: July 23, 2008
Amendment Date:

Receipt Location	Delivery Location	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
154017	274229	50000 3125	0 0	0 0
CENTERPOINT/PERRYVILLE FROM: June 01, 2012	WEAKLEY COUNTY INT TO: May 31, 2022			

Firm Transportation Service Agreement
Rate Schedule FTS-3

Tennessee Valley Authority
(#114656)

Agreement Effective Date: June 1, 2012

Date: Jul 23, 2008

Contract No.: 114656

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:**
(284B = Section 311; 284G = Blanket)

284G

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

3. **CONTRACT QUANTITIES:**

Primary Route- 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:**

Jun 01, 2012 to

May 31, 2022

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 referenced in the Further Agreement Section of this Agreement.

Date: Jul 23, 2008

Contract No.: 114656

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.

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 notices shall be confirmed in writing at the addresses below or through GEMS_{tm}. Shipper and Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement:

TRANSPORTER:

ANR PIPELINE COMPANY
717 TEXAS ST, SUITE 2500
HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

SHIPPER:

TENNESSEE VALLEY AUTHORITY
1101 MARKET STREET, MR2-B
CHATTANOOGA, TN 374022801
Attention: James Power

Telephone: 423-751-6158
Fax: 423-751-6595

Date: Jul 23, 2008

Contract No.: 114656

INVOICES AND STATEMENTS:

TENNESSEE VALLEY AUTHORITY
1101 MARKET STREET, MR2-B
CHATTANOOGA, TN 374022801
Attention: DANNY HOOPER

Telephone: 423-751-6610
Fax: 423-751-6595

8. FURTHER AGREEMENT:

- 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 Monthly Deliverability Reservation Rate of \$1.7000 per dth, a Monthly Capacity Reservation Rate of \$0.0700 per dth and a Commodity Rate of \$0.0105 per dth. The Monthly Deliverability Reservation Rate for the Enhanced Service Option shall be a Rate of \$.0500 and a Monthly Capacity Reservation Rate of \$0.0100 for the Enhanced Service Option and a Commodity Rate of \$0.0024 per dth for the Enhanced Service Option. The Monthly Deliverability Reservation Rate for the two (2) Hour Notice Service shall be a Rate \$0.0500 and a Monthly Capacity Reservation Rate of \$0.0100 for the two (2) Hour Notice Service and a Commodity Rate of \$0.0126 per dth for the two (2) Hour Notice Service. This rate is equal to a 100% Load Factor Rate of \$0.2000 per dth. This rate shall be inclusive of any fees or surcharges under Transporter's FERC Gas Tariff, not to exceed the total of Transporter's Maximum Reservation, Commodity and applicable surcharge rates. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt: Egan Hub Storage Receipt (186900)

Secondary Delivery: Egan Hub Storage Delivery (186899) and Brownsville Interconnect (261572)

- B. The rate for Authorized Overrun volumes, related solely to the MDQ as set forth on the Primary Route Exhibit, and for the primary route and/or secondary receipts/deliveries listed shall be a 100% Load Factor Rate of \$0.2000 per dth, not to exceed Transporter's Maximum Tariff Overrun Rate.

Date: Jul 23, 2008

Contract No.: 114656

The rate for Authorized Overrun volumes, related solely to MHQ as set forth on the Primary Route Exhibit, and for the primary route and/or secondary receipts/deliveries listed shall be Transporter's Maximum Tariff Overrun Rate.

- C. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 8A, as well as deliveries in excess of the contract MDQ not addressed in Section 8B above, shall be Transporter's Maximum Applicable Capacity reservation, Deliverability 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.
- D. Shipper has elected the enhanced service options under Rate Schedule FTS-3 and, therefore, the rates hereunder do reflect such options as described below:
- (i) Pursuant to Section 4 of Rate Schedule FTS-3 of Transporter's FERC Gas Tariff, Shipper elects the short notice start-up and shut-down optional service.
 - (ii) Pursuant to Section 5 of rate Schedule FTS-3 of Transporter's FERC Gas Tariff, Shipper has not elected the variation of deliveries optional service.
- E. Pursuant to Section 11.3 of the General Terms and Conditions of Transporter's Tariff, Transporter and Shipper agree to the following minimum delivery pressure:
- (i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the Weakley County meter station, with a minimum pressure equal to or greater than 540 psig, provided that the following conditions are maintained and satisfied:
 - (a) The sum of Shipper's Maximum Hourly Quantity delivered at the Weakley County Meter Station has not exceeded 6,250 Dth/hr;
 - (b) Shipper has informed Transporter's Gas Control at least 2 hours prior to its use of the Gleason Generation Facility ("Gleason"). In addition, Shipper shall provide Transporter's Gas Control with a good faith estimate of its hourly profile of "burn rates" for Gleason at least 2 hours prior to the scheduled start up, and;
 - (c) No Force Majeure event has occurred that would interfere with Transporter's ability to maintain such delivery pressure.
 - (ii) Pursuant to Section 11.3 of the GT&C of Transporter's Tariff, the conditional pressure commitment of 540 PSIG as set forth in this Paragraph 8.E is a component of Shipper's primary firm service. Accordingly, Transporter shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 10

Date: Jul 23, 2008

Contract No.: 114656

of the GT&C of Transporter's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph E(i)(a) and (b), above.

(iii) To the extent that Shipper fails to meet the conditions set forth in this Paragraph 8.E on any Service Day, Transporter shall not be required to meet the minimum pressure guarantee for the remainder of such Service Day.

F. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Term and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.

G. Shipper shall have the right to add Future TVA Plants locations as secondary delivery point(s), provided that such Plants are located within the primary route designated in the Primary Route Exhibit.

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

SHIPPER: TENNESSEE VALLEY AUTHORITY

By:

Title:

Date:

On M. Wheeler
EVP, Power Supply + Fuels
8/27/08

TRANSPORTER: ANR PIPELINE COMPANY

By:

Title:

Date:

Joseph E. Pollard
Agent and Attorney-in-Fact
9/5/08

9-4-08
9-5-08

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

Contract No: 114656
Rate Schedule: FTS-3
Contract Date: July 23, 2008
Amendment Date:

Receipt Location	Delivery Location	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
103565	274229	50000 3125	0 0	0 0
S E HEADSTATION FROM: June 01, 2012	WEAKLEY COUNTY INT TO: May 31, 2022			

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

Marked Tariff

<u>Tariff Sections</u>	<u>Version</u>
1 – TABLE OF CONTENTS	v.13.0.0
6.28 – GT&C, Non-conforming Agreements	v.3.0.0

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6.28 NON-CONFORMING AGREEMENTS

1. Midland Cogeneration Venture Limited Partnership FTS-1 Agreements, dated August 30, 2001.

Contract No. 106102

2. Madison Gas and Electric Company,

ETS Agreements, dated October 29, 2001.

Contract Nos. 106450, 106454, 106456, 106460, 106466, 106468, 106469, 106470

FTS-1 Agreements, dated October 29, 2001.

Contract Nos. 106458, 106482, 106483, 106484, 106485, 106486, 106487, 106488

FSS Agreements, dated October 29, 2001.

Contract Nos. 106463, 106465

NNS Agreement, dated October 29, 2001.

Contract No. 106455

3. Michigan Consolidated Gas Company, ETS Agreements, dated November 1, 2003.

Contract Nos. 108184, 108185

4. Dynegy Marketing and Trade, FTS-3 Agreement, dated April 1, 2003.

Contract No. 108993

5. Callon Petroleum Operating Company, Habanero Lease Dedication Agreement, dated December 1, 2003.

6. BP Exploration and Production Inc., 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. Kerr-McGee Corporation, Lease Dedication Agreement (Baldpate/Conger, Garden Banks Area, Gulf of Mexico), dated February 1, 2003.
11. Conoco Phillips Company, Magnolia Lease Dedication Agreement, dated February 1, 2004.
12. Constellation NE WI, FTS-1 Agreement, dated November 1, 2004.

Contract No. 109836
13. Noble Energy, Inc., Boris Lease Dedication Agreement, dated March 1, 2004.
14. Centra Gas Manitoba, Inc., FTS-1 Agreement, dated August 1, 2004.

Contract No. 109713
15. Constellation Newenergy - Gas Division WI, FTS-1 Agreements dated November 1, 2004.

Contract Nos. 110990, 111009
16. Conoco Phillips Company, K2 Lease Dedication Agreement, dated April 15, 2005.
17. ENI Petroleum Exploration Co. Inc., K2 Lease Dedication Agreement, dated April 19, 2005.
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. Constellation Newenergy - Gas Division, WI, FTS-1 Agreement, dated June 28, 2005.

Contract No. 111780
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. Wisconsin Electric Power Company, ETS Agreement, dated October 24, 2006.

Contract No. 112883

26. Wisconsin Gas LLC, ETS Agreement, dated October 26, 2006.

Contract No. 112891

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. 107880, 107881

30. Wisconsin Electric Power Company, ETS Agreement, dated June 27, 2002.

Contract No. 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

Appendix C
ANR Pipeline Company
Marked Agreements

Non-Conforming Agreement
Tennessee Valley Authority
Rate Schedule FTS-3 Service Agreement (#114655)

Non-Conforming Agreement
Tennessee Valley Authority
Rate Schedule FTS-3 Service Agreement (#114655)

Date: Jul 23, 2008

Contract No.: 114655

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:**
(284B = Section 311; 284G = Blanket)

284G

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

Primary Route- 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:**

Jun 01, 2012 to

May 31, 2022

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 referenced in the Further Agreement Section of this Agreement.

Date: Jul 23, 2008

Contract No.: 114655

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.

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 notices shall be confirmed in writing at the addresses below or through GEMStm. Shipper and ~~or~~ Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement:

TRANSPORTER:

ANR PIPELINE COMPANY
717 TEXAS ST, SUITE 2500
HOUSTON, TX 77002-~~2761~~
Attention: TRANSPORTATION SERVICES

SHIPPER:

TENNESSEE VALLEY AUTHORITY
1101 MARKET STREET, MR2-B
CHATTANOOGA, TN 374022801
Attention: James Power

Telephone: 423-751-6158
Fax: 423-751-6595

Date: Jul 23, 2008

Contract No.: 114655

INVOICES AND STATEMENTS:

TENNESSEE VALLEY AUTHORITY
1101 MARKET STREET, MR2-B
CHATTANOOGA, TN 374022801
Attention: DANNY HOOPER

Telephone: 423-751-6610
Fax: 423-751-6595

8. FURTHER AGREEMENT:

- 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 Monthly Deliverability Reservation Rate of \$1.7000 per dth, a Monthly Capacity Reservation Rate of \$0.0400 per dth and a Commodity Rate of \$0.0085 per dth. The Monthly Deliverability Reservation Rate for the Enhanced Service Option shall be a Rate of \$.0500 and a Monthly Capacity Reservation Rate of \$0.0100 for the Enhanced Service Option and a Commodity Rate of \$0.0024 per dth for the Enhanced Service Option. The Monthly Deliverability Reservation Rate for the two (2) Hour Notice Service shall be a Rate \$0.0500 and a Monthly Capacity Reservation Rate of \$0.0100 for the two (2) Hour Notice Service and a Commodity Rate of \$0.0126 per dth for the two (2) Hour Notice Service. This rate is equal to a 100% Load Factor Rate of \$0.1700 per dth. This rate shall be inclusive of any fees or surcharges under Transporter's FERC Gas Tariff, not to exceed the total of Transporter's Maximum Reservation, Commodity and applicable surcharge rates. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt: Egan Hub Storage Receipt (186900), SE Headstation (103565) and SE Headstation Gathering (103565)

Secondary Delivery: Egan Hub Storage Delivery (186899) and Brownsville Interconnect (261572)

- B. The rate for Authorized Overrun volumes, related solely to the MDQ as set forth on the Primary Route Exhibit, and for the primary route and/or secondary receipts/deliveries listed shall be a 100% Load Factor Rate of \$0.1700 per dth, not to exceed Transporter's Maximum Tariff Overrun Rate.

Date: Jul 23, 2008

Contract No.: 114655

The rate for Authorized Overrun volumes, related solely to MHQ as set forth on the Primary Route Exhibit, and for the primary route and/or secondary receipts/deliveries listed shall be Transporter's Maximum Tariff Overrun Rate.

- C. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 8A, as well as deliveries in excess of the contract MDQ not addressed in Section 8B above, shall be Transporter's Maximum Applicable Capacity reservation, Deliverability 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.
- D. Shipper has elected the enhanced service options under Rate Schedule FTS-3 and, therefore, the rates hereunder do reflect such options as described below:
- (i) Pursuant to Section 4 of Rate Schedule FTS-3 of Transporter's FERC Gas Tariff, Shipper elects the short notice start-up and shut-down optional service.
 - (ii) Pursuant to Section 5 of rate Schedule FTS-3 of Transporter's FERC Gas Tariff, Shipper has not elected the variation of deliveries optional service.
- E. Pursuant to Section 11.3 of the General Terms and Conditions of Transporter's Tariff, Transporter and Shipper agree to the following minimum delivery pressure:
- (i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the Weakley County meter station, with a minimum pressure equal to or greater than 540 psig, provided that the following conditions are maintained and satisfied:
 - (a) The sum of Shipper's Maximum Hourly Quantity delivered at the Weakley County Meter Station has not exceeded 6,250 Dth/hr;
 - (b) Shipper has informed Transporter's Gas Control at least 2 hours prior to its use of the Gleason Generation Facility ("Gleason"). In addition, Shipper shall provide Transporter's Gas Control with a good faith estimate of its hourly profile of "burn rates" for Gleason at least 2 hours prior to the scheduled start up, and;
 - (c) No Force Majeure event has occurred that would interfere with Transporter's ability to maintain such delivery pressure.
 - (ii) Pursuant to Section 11.3 of the GT&C of Transporter's Tariff, the conditional pressure commitment of 540 PSIG as set forth in this Paragraph 8.E is a component of Shipper's primary firm service. Accordingly, Transporter shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 10

Date: Jul 23, 2008

Contract No.: 114655

of the GT&C of Transporter's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph E(i)(a) and (b), above.

(iii) To the extent that Shipper fails to meet the conditions set forth in this Paragraph 8.E on any Service Day, Transporter shall not be required to meet the minimum pressure guarantee for the remainder of such Service Day.

- F. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Term and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.
- G. Shipper shall have the right to add Future TVA Plants locations as secondary delivery point(s), provided that such Plants are located within the primary route designated in the Primary Route Exhibit.

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

SHIPPER: TENNESSEE VALLEY AUTHORITY

By: _____

Title: _____

Date: _____

On M. Walsh

EVP, Power Supply & Fuels

8/27/08

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: _____

Date: _____

Joseph E. Pollard

Agent and Attorney-in-Fact

9/5/08

*9-4-08
PB 9-5-08*

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

Contract No: 114655
 Rate Schedule: FTS-3
 Contract Date: July 23, 2008
 Amendment Date:

Receipt Location	Delivery Location	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
154017	274229	50000 3125	0 0	0 0
CENTERPOINT/PERRYVILLE FROM: June 01, 2012	WEAKLEY COUNTY INT TO: May 31, 2022			

Date: Jul 23, 2008

Contract No.: 114656

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:**
(284B = Section 311; 284G = Blanket)

284G

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

3. **CONTRACT QUANTITIES:**

Primary Route- 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:**

Jun 01, 2012 to

May 31, 2022

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 referenced in the Further Agreement Section of this Agreement.

Date: Jul 23, 2008

Contract No.: 114656

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.

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 notices shall be confirmed in writing at the addresses below or through GEMS_{tm}. Shipper and ~~or~~ Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement:

TRANSPORTER:

ANR PIPELINE COMPANY
717 TEXAS ST, SUITE 2500
HOUSTON, TX 77002-~~2761~~
Attention: TRANSPORTATION SERVICES

SHIPPER:

TENNESSEE VALLEY AUTHORITY
1101 MARKET STREET, MR2-B
CHATTANOOGA, TN 374022801
Attention: James Power

Telephone: 423-751-6158
Fax: 423-751-6595

Date: Jul 23, 2008

Contract No.: 114656

INVOICES AND STATEMENTS:

TENNESSEE VALLEY AUTHORITY
1101 MARKET STREET, MR2-B
CHATTANOOGA, TN 374022801
Attention: DANNY HOOPER

Telephone: 423-751-6610
Fax: 423-751-6595

8. FURTHER AGREEMENT:

- 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 Monthly Deliverability Reservation Rate of \$1.7000 per dth, a Monthly Capacity Reservation Rate of \$0.0700 per dth and a Commodity Rate of \$0.0105 per dth. The Monthly Deliverability Reservation Rate for the Enhanced Service Option shall be a Rate of \$.0500 and a Monthly Capacity Reservation Rate of \$0.0100 for the Enhanced Service Option and a Commodity Rate of \$0.0024 per dth for the Enhanced Service Option. The Monthly Deliverability Reservation Rate for the two (2) Hour Notice Service shall be a Rate \$0.0500 and a Monthly Capacity Reservation Rate of \$0.0100 for the two (2) Hour Notice Service and a Commodity Rate of \$0.0126 per dth for the two (2) Hour Notice Service. This rate is equal to a 100% Load Factor Rate of \$0.2000 per dth. This rate shall be inclusive of any fees or surcharges under Transporter's FERC Gas Tariff, not to exceed the total of Transporter's Maximum Reservation, Commodity and applicable surcharge rates. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt: Egan Hub Storage Receipt (186900)

Secondary Delivery: Egan Hub Storage Delivery (186899) and Brownsville Interconnect (261572)

- B. The rate for Authorized Overrun volumes, related solely to the MDQ as set forth on the Primary Route Exhibit, and for the primary route and/or secondary receipts/deliveries listed shall be a 100% Load Factor Rate of \$0.2000 per dth, not to exceed Transporter's Maximum Tariff Overrun Rate.

Date: Jul 23, 2008

Contract No.: 114656

The rate for Authorized Overrun volumes, related solely to MHQ as set forth on the Primary Route Exhibit, and for the primary route and/or secondary receipts/deliveries listed shall be Transporter's Maximum Tariff Overrun Rate.

- C. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 8A, as well as deliveries in excess of the contract MDQ not addressed in Section 8B above, shall be Transporter's Maximum Applicable Capacity reservation, Deliverability 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.
- D. Shipper has elected the enhanced service options under Rate Schedule FTS-3 and, therefore, the rates hereunder do reflect such options as described below:
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 - (a) The sum of Shipper's Maximum Hourly Quantity delivered at the Weakley County Meter Station has not exceeded 6,250 Dth/hr;
 - (b) Shipper has informed Transporter's Gas Control at least 2 hours prior to its use of the Gleason Generation Facility ("Gleason"). In addition, Shipper shall provide Transporter's Gas Control with a good faith estimate of its hourly profile of "burn rates" for Gleason at least 2 hours prior to the scheduled start up, and;
 - (c) No Force Majeure event has occurred that would interfere with Transporter's ability to maintain such delivery pressure.
 - (ii) Pursuant to Section 11.3 of the GT&C of Transporter's Tariff, the conditional pressure commitment of 540 PSIG as set forth in this Paragraph 8.E is a component of Shipper's primary firm service. Accordingly, Transporter shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 10

Date: Jul 23, 2008

Contract No.: 114656

of the GT&C of Transporter's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph E(i)(a) and (b), above.

(iii) To the extent that Shipper fails to meet the conditions set forth in this Paragraph 8.E on any Service Day, Transporter shall not be required to meet the minimum pressure guarantee for the remainder of such Service Day.

- F. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Term and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: TENNESSEE VALLEY AUTHORITY

By:

Title:

Date:

Ch. M. White

EVP, Power Supply + Fuels

8/27/08

TRANSPORTER: ANR PIPELINE COMPANY

By:

Title:

Date:

Joseph E. Pollard

 Agent and Attorney-in-Fact

9/5/08

9-4-08
9-504

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

Contract No: 114656
 Rate Schedule: FTS-3
 Contract Date: July 23, 2008
 Amendment Date:

Receipt Location	Delivery Location	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
103565	274229	50000 3125	0 0	0 0
S E HEADSTATION FROM: June 01, 2012	WEAKLEY COUNTY INT TO: May 31, 2022			