



April 29, 2022

ANR Pipeline Company
700 Louisiana Street, Suite 1300
Houston, TX 77002-2700

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

Sorana Linder
Director – Rates, Tariffs, & Modernization

Tel 832.320.5209
email Sorana_Linder@tcenergy.com
web www.anrpl.com/company_info/

Re: ANR Pipeline Company
Non-Conforming Agreement
Docket No. RP22-____-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,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 record listed in Appendix A that includes one (1) amendment (“Amendment”) to Rate Schedule FTS-3 (“FTS-3”) service agreement No. 114656 (“Agreement”) which contains terms that deviate from ANR’s *pro forma* form of service agreement.² ANR respectfully requests that the Commission approve the tariff sections and tariff record to become effective June 1, 2022.

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 (2022).

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 Amendment included herein as whole document in PDF format.

Sorana Linder
Director, Rates, Tariffs & Modernization
Jonathan Scullion*
Manager, Tariffs
ANR Pipeline Company
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700
Tel. (832) 320-5520
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* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

The Amendment³ ANR is submitting contains terms that deviate from ANR's *pro forma* form of service agreement.

Specifically, Section 8.C. (Further Agreements) of the Amendment contains a provision that deviates from ANR's *pro forma*, but which is consistent with the General Terms and Conditions of ANR's Tariff. The provision allows TVA to add future plant locations as secondary delivery point(s), 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 Agreement was finalized that identifying future TVA plant locations was not possible, but that allowing them to be added later as secondary delivery point(s) 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 Agreement. 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,⁴ which, in the case of the Agreement, 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 point(s), 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

³ The Amendment is to FTS-3 Contract No. 114656, entered into between ANR and Tennessee Valley Authority ("TVA").

⁴ Section 6.29 – GT&C, Discounted Rates, paragraph (a), part (e) ("Section 6.29").

Commission accept and approve the deviation, effective June 1, 2022, in as much as it does not change the conditions under which service is provided or present a risk of undue discrimination.

ANR advises that no undisclosed agreements, etc., are linked to the Amendment. To conform with Order No. 714, ANR is submitting the Amendment, individually and in its entirety, as tariff record 10.21.

Effective Date

ANR respectfully requests that the Commission approve the tariff sections and Amendment to become effective June 1, 2022.

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 versions of the tariff sections and tariff record (Appendix A); and
- 3) Marked version of the tariff sections and tariff record (Appendix B).

Certificate of Service

As required by Sections 154.7(b)⁵ and 154.208⁶ 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.

⁵ 18 C.F.R. Part 154.7(b)(2022).

⁶ 18 C.F.R. Part 154.208(2022).

Pursuant to Section 385.2005⁷ and Section 385.2011(c)(5)⁸, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of her knowledge and belief. 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, appearing to read 'Sorana Linder', with a long horizontal flourish extending to the right.

Sorana Linder
Director - Rates, Tariffs & Modernization

Enclosure

⁷ 18 C.F.R. Section 385.2005 (2022).

⁸ 18 C.F.R. Section 385.2011(c)(5) (2022).

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

Tariff Record

Section 10 – Non-Conforming Agreements

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
10.21	Tennessee Valley Authority	FTS-3	#114656	v.1.0.0

Firm Transportation Service Agreement
Rate Schedule FTS-3

Tennessee Valley Authority
(#114656)

Agreement Effective Date: June 1, 2012

Amendment Effective Date: June 1, 2022

Contract No: 114656
Amendment No: 12

AMENDMENT

Date: September 16, 2021

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: TENNESSEE VALLEY AUTHORITY

FTS-3 Contract No. 114656 dated July 23, 2008 ("Agreement") between Transporter and Shipper is amended effective June 01, 2022 as follows:

4. TERM OF AGREEMENT: (amended and restated in its entirety)

June 1, 2012 to
October 31, 2032

Right of First Refusal:

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

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

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

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

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Monthly Deliverability Reservation Rate of \$1.7000 per dth, a Monthly Capacity Reservation Rate of \$0.0112per dth plus the applicable commodity. 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 plus the applicable commodity for the Enhanced Service Option. The Monthly Deliverability Reservation Rate for the two (2) Hour Notice Service shall be a Rate of \$0.0500 and a Monthly Capacity Reservation Rate of \$0.0100 for the two (2) Hour Notice Service plus the applicable commodity for the two (2) Hour Notice Service. This rate shall be

Contract No: 114656
Amendment No: 12

inclusive of any fees or surcharges under Transporter's Tariff, not to exceed the total of Transporter's Maximum Reservation, Commodity and application surcharge rates. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

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

Secondary Delivery(ies): Egan Hub Storage Delivery (186899), Brownsville Interconnect (261572), Pine Prairie North Del (490941), Pine Prairie South Del (766185), Collierville (416969) and Allen Plant (505606).

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.

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.

D. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Section 5A, as well as deliveries in excess of the contract MDQ not addressed in Section 5B 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.

8. FURTHER AGREEMENTS: (amended and restated in its entirety)

A. Pursuant to Section 5.5.4 of Rate Schedule FTS-3 of Transporter's Tariff, Shipper elects the short notice start-up and shut-down optional service. service with a two (2) Hour(s) or thirty (30) minutes notification.

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

(i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the 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;

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- (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.B 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 of the GT&C of Transporter's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph B(i)(a) and (b), above.
 - (i) To the extent that Shipper fails to meet the conditions set forth in this Paragraph 8.B on any Service Day, Transporter shall not be required to meet the minimum pressure guarantee for the remainder of such Service Day.
- C. 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.

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

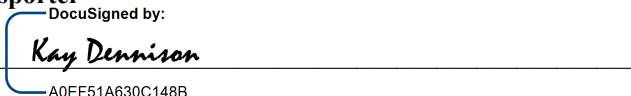
TENNESSEE VALLEY AUTHORITY
"Shipper"

By: 

Title: VP, Fuels & Hedging

Date: December 2, 2021

ANR PIPELINE COMPANY
"Transporter"

By: 

Title: Director, Transportation Accounting and Contracts

Date: December 7, 2021

DS
MB

DS
KSA

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: September 16, 2021

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: October 31, 2032			

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

Tariff Record

Section 10 – Non-Conforming Agreements

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
10.21	Tennessee Valley Authority	FTS-3	#114656	v.1.0.0

Firm Transportation Service Agreement Rate
Schedule FTS-3

Tennessee Valley Authority
(#114656)

Agreement Effective Date: June 1, 2012

Amendment Effective Date: June 1, 2022

Contract No: 114656
Amendment No: 12

AMENDMENT

Date: September 16, 2021

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: TENNESSEE VALLEY AUTHORITY

FTS-3 Contract No. 114656 dated July 23, 2008 ("Agreement") between Transporter and Shipper is amended effective June 01, 2022 as follows:

4. TERM OF AGREEMENT: (amended and restated in its entirety)

June 1, 2012 to
October 31, 2032

Right of First Refusal:

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

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

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

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

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Monthly Deliverability Reservation Rate of \$1.7000 per dth, a Monthly Capacity Reservation Rate of \$0.0112 per dth plus the applicable commodity. 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 plus the applicable commodity for the Enhanced Service Option. The Monthly Deliverability Reservation Rate for the two (2) Hour Notice Service shall be a Rate of \$0.0500 and a Monthly Capacity Reservation Rate of \$0.0100 for the two (2) Hour Notice Service plus the applicable commodity for the two (2) Hour Notice Service. This rate shall be

Contract No: 114656
Amendment No: 12

inclusive of any fees or surcharges under Transporter's Tariff, not to exceed the total of Transporter's Maximum Reservation, Commodity and application surcharge rates. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

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

Secondary Delivery(ies): Egan Hub Storage Delivery (186899), Brownsville Interconnect (261572), Pine Prairie North Del (490941), Pine Prairie South Del (766185), Collierville (416969) and Allen Plant (505606).

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.

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.

D. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Section 5A, as well as deliveries in excess of the contract MDQ not addressed in Section 5B 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.

8. FURTHER AGREEMENTS: (amended and restated in its entirety)

A. Pursuant to Section 5.5.4 of Rate Schedule FTS-3 of Transporter's Tariff, Shipper elects the short notice start-up and shut-down optional service. service with a two (2) Hour(s) or thirty (30) minutes notification.

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

(i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the 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.B 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 of the GT&C of **Transporter's** Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph B(i)(a) and (b), above.
 - (i) To the extent that Shipper fails to meet the conditions set forth in this Paragraph 8.B on any Service Day, Transporter shall not be required to meet the minimum pressure guarantee for the remainder of such Service Day.
- C. 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.

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

TENNESSEE VALLEY AUTHORITY
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: Director, Transportation Accounting and Contracts

Date: _____

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

Contract No: 114656
 Rate Schedule: FTS-3
 Contract Date: July 23, 2008
 Amendment Date: September 16, 2021

Receipt Location Name	Delivery Location Name	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: October 31, 2032			

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

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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.

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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

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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			