

**INFORMATION HAS BEEN REMOVED  
FROM THIS DOCUMENT FOR PRIVILEGED  
TREATMENT (18 C.F.R. § 388.112)**

March 5, 2010

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

Re: Tennessee Gas Pipeline Company  
Supplement to Abbreviated Application for a Certificate of Public Convenience  
and Necessity  
Docket No. CP09-444-000

Dear Ms. Bose:

On July 17, 2009, Tennessee Gas Pipeline Company (“Tennessee”) filed the above-referenced certificate application with the Federal Energy Regulatory Commission (“Commission”) in Docket No. CP09-444-000 (“Application”). Tennessee is seeking a certificate of public convenience and necessity to construct, install, modify, replace, and operate certain pipeline looping and compression facilities to be located in Pennsylvania and New Jersey (collectively referred to as the “300 Line Project” or “Project”).

The purpose of this supplemental filing is to provide the Commission with a copy of the second amendment to the Amended and Restated Precedent Agreement with EQT Energy, LLC (“EQT”), dated June 12, 2009 (“Precedent Agreement”), which was submitted as Exhibit I to Tennessee’s Application under a request for confidentiality pursuant to Section 388.112 of the Commission’s Rules of Practice and Procedure, 18 C.F.R. § 388.112.<sup>1</sup> Tennessee respectfully submits the attached amendments under seal pursuant to a request for confidential treatment, pursuant to Section 388.112 of the Commission’s Rules of Practice and Procedure. Accordingly, Tennessee has marked the documents **“Contains Privileged Information - Do Not Release.”**

Tennessee respectfully requests that the Commission accept the enclosed supplemental information to the Application to reflect the amended Precedent Agreement.<sup>2</sup> In the Application,

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<sup>1</sup> Tennessee notes that a first amendment to the Precedent Agreement was executed in January 2010 but that discussions regarding a second amendment commenced soon after the first amendment was executed. The second amendment to the Precedent Agreement replaces and supersedes the first amendment to the Precedent Agreement, and the first amendment is therefore of no further effect. However, in the interest of providing a complete record in this proceeding, Tennessee is providing a copy of the replaced and superseded first amendment for Commission review.

<sup>2</sup> The second amendment applies to one of the Anchor Shipper benefit provisions discussed in Section VII.A. of the Application. As set forth in the Application, the Anchor Shipper benefits reflected in the Precedent Agreement all

Tennessee requested expedited review of the Application and issuance of the requested authorizations by March 17, 2010 to begin construction of certain portions of the Project facilities in June 2010, with the remainder of the Project facilities to be constructed in 2011, in order to meet the in-service date requested by EQT of November 1, 2011. Since the second amendment to the Precedent Agreement does not impact the scope of the Project, and thereby does not affect the on-going environmental review of the Project, Tennessee respectfully requests that the Commission issue the requested authorizations for the Project by the original requested date of March 17, 2010, for the reasons set forth in the Application.

Any questions concerning this filing should be addressed to the undersigned or to Mr. Thomas Joyce at (713) 420-3299.

Respectfully submitted,

TENNESSEE GAS PIPELINE COMPANY

By: /s/ Jacquelyne M. Rocan  
Jacquelyne M. Rocan  
Senior Counsel  
Telephone: (713) 420-4544  
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Enclosure

cc: Mr. Cyrus A. Zarraby (Commission Staff)(with enclosure)  
Official Service List (without enclosure)

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relate to the negotiated rate selected by EQT. Nothing in the second amendment to the Precedent Agreement alters Tennessee's discussion regarding the Anchor Shipper benefits in Section VII.A. of the Application, including the request for a preliminary determination from the Commission that even if some contractual provisions could be construed to constitute a material deviation from the Tennessee's pro forma Rate Schedule FT-A service agreement, no provision of the Precedent Agreement is unduly discriminatory. See Application, pp. 22-28.