

FERC NGA GAS TARIFF

ORIGINAL VOLUME NO. 1

of

ROVER PIPELINE LLC

Filed With The

FEDERAL ENERGY REGULATORY COMMISSION

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PRELIMINARY STATEMENT

ROVER PIPELINE LLC (Rover) is a Natural Gas company engaged in the business of transporting Natural Gas. Rover provides service from processing facilities and interconnections located in the Marcellus and Utica Shale areas in Pennsylvania, West Virginia and Ohio to points near Defiance, Ohio and northward to the International Boundary between the United States (“U.S.”) and Canada in St. Clair County, Michigan and the International Boundary between the U.S. and Canada in Wayne County, Michigan, and southward from Defiance, Ohio to Panola County, Mississippi.

The Transportation of Natural Gas is undertaken by Rover only under Service Agreements acceptable to Rover after consideration of its commitments to others, delivery capacity, and other pertinent factors.

Part III Tariff Map

1. System Map
2. Supply Zone Map
- 3 Mainline Zone Map
4. Market Zone North Map
5. Market Zone South Map

System Map

The System Map may be displayed and downloaded at the Internet Web site below.

<http://rovermessenger.energytransfer.com/ipost/ROVER/maps/system-map>

Supply Zone Map

The Supply Zone map may be displayed and downloaded at the Internet Web site below.

<http://rovermessenger.energytransfer.com/ipost/ROVER/maps/supply-zone>

Mainline Zone Map

The Mainline Zone Map may be displayed and downloaded at the Internet Web site below.

<http://rovermessenger.energytransfer.com/ipost/ROVER/maps/mainline-zone>

Market Zone North Map

The Market Zone North Map may be displayed and downloaded at the Internet Web site below.

<http://rovermessenger.energytransfer.com/ipost/ROVER/maps/market-zone-north>

Market Zone South Map

The Market Zone South Map may be displayed and downloaded at the Internet Web site below.

<http://rovermessenger.energytransfer.com/ipost/ROVER/maps/market-zone-south>

Part IV
Currently Effective Rates

1. Rate Schedule FTS
2. Rate Schedule ITS
3. Rate Schedule GPS
4. Negotiated Rates
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CURRENTLY EFFECTIVE RATES
RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE

Each rate set forth in this Tariff is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate or rate schedule.

	Maximum Rate Per Dt ----- (1)	Minimum Rate Per Dt ----- (2)	Fuel Reimbursement ----- (3)
Supply Zone to Market Zone North			
Reservation Rate	\$29.9429	-	-
Usage Rate (1) (5)	0.0151	\$ 0.0151	0.52% (3) (4)
Overrun Rate (2)	0.9844	-	-
Supply Zone to Market Zone South			
Reservation Rate	\$28.3624	-	-
Usage Rate (1)	0.0195	\$ 0.0195	0.45% (3) (4)
Overrun Rate (2)	0.9325	-	-
Supply Zone to Mainline Zone			
Reservation Rate	\$18.9933	-	-
Usage Rate (1)	0.0011	\$ 0.0011	0.45% (4)
Overrun Rate (2)	0.6244	-	-
Supply Zone only			
Reservation Rate	\$ 6.9574	-	-
Usage Rate (1)	0.0004	\$ 0.0004	0.02% (4)
Overrun Rate (2)	0.2287	-	-
Mainline Zone to Market Zone North			
Reservation Rate	\$22.9855	-	-
Usage Rate (1) (5)	0.0147	\$ 0.0147	0.34% (3) (4)
Overrun Rate (2)	0.7557	-	-
Mainline Zone to Market Zone South			
Reservation Rate	\$21.4050	-	-
Usage Rate (1)	0.0191	\$ 0.0191	0.27% (3) (4)
Overrun Rate (2)	0.7037	-	-
Mainline Zone only			
Reservation Rate	\$12.0359	-	-
Usage Rate (1)	0.0007	\$ 0.0007	0.27% (4)
Overrun Rate (2)	0.3957	-	-
Market Zone North to Market Zone South			
Reservation Rate (6)	\$20.3187	-	-
Usage Rate (1) (6)	0.0324	\$ 0.0324	0.00% (3) (4)
Overrun Rate (2)	0.6680	-	-
Market Zone North only			
Reservation Rate	\$10.9496	-	-
Usage Rate (1) (5)	0.0140	\$ 0.0140	0.00% (3) (4)
Overrun Rate (2)	0.3600	-	-
Market Zone South only			
Reservation Rate	\$ 9.3691	-	-
Usage Rate (1)	0.0184	\$ 0.0184	0.00% (3) (4)
Overrun Rate (2)	0.3080	-	-
Annual Cash Out Flow Through Adjustment (7)	\$ 0.0000	\$ 0.0000	-

- (1) Excludes the ACA unit charge applicable to Shippers pursuant to GT&C Section 20
- (2) Maximum firm volumetric rate applicable for capacity release with a term of more than one year
- (3) Excludes fuel charges by Transporting Pipelines, if any, that are applicable to Shipper in accordance with Section 3.5 of Rate Schedule FTS.
- (4) Fuel reimbursement for backhauls is 0.00%.
- (5) Deliveries to secondary points West of the Rover/Vector interconnect shall incur an additional usage charge of \$0.03/Dt.
- (6) Excludes additional charges for backhaul transportation by Transporting Pipelines, if any, applicable to Shippers.
- (7) This rate is applied to the gas volumes stated in Dth transported for Shippers in accordance with Section 22.1(B)(1) of the General Terms and Conditions.

CURRENTLY EFFECTIVE RATES
 RATE SCHEDULE ITS
 INTERRUPTIBLE TRANSPORTATION SERVICE

Each rate set forth in this Tariff is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate or rate schedule.

	Maximum Rate Per Dt -----	Minimum Rate Per Dt -----	Fuel Reimbursement -----
Supply Zone to Market Zone North Usage Rate (1) (4)	\$ 0.9995	\$ 0.0151	0.52% (2) (3)
Supply Zone to Market Zone South Usage Rate (1)	\$ 0.9519	\$ 0.0195	0.45% (2) (3)
Supply Zone to Mainline Zone Usage Rate (1)	\$ 0.6255	\$ 0.0011	0.45% (3)
Supply Zone only Usage Rate (1)	\$ 0.2291	\$ 0.0004	0.02% (3)
Mainline Zone to Market Zone North Usage Rate (1) (4)	\$ 0.7704	\$ 0.0147	0.34% (2) (3)
Mainline Zone to Market Zone South Usage Rate (1)	\$ 0.7228	\$ 0.0191	0.27% (2) (3)
Mainline Zone only Usage Rate (1)	\$ 0.3964	\$ 0.0007	0.27% (3)
Market Zone North to Market Zone South Usage Rate (1) (5)	\$ 0.7004	\$ 0.0324	0.00% (2) (3)
Market Zone North only Usage Rate (1) (4)	\$ 0.3740	\$ 0.0140	0.00% (2) (3)
Market Zone South only Usage Rate (1)	\$ 0.3264	\$ 0.0184	0.00% (2) (3)
Annual Cash Out Flow Through Adjustment (6)	\$ 0.0000	\$ 0.0000	-

- (1) Excludes the ACA unit charge applicable to Shippers pursuant to GT&C Section 20
- (2) Excludes fuel charges by Transporting Pipelines, if any, that are applicable to Shipper in accordance with Section 3.4 of Rate Schedule ITS.
- (3) Fuel reimbursement for backhauls is 0.00%
- (4) Deliveries to secondary points West of the Rover/Vector interconnect shall incur an additional usage charge of \$0.03/Dt.
- (5) Excludes additional charges for backhaul transportation by Transporting Pipelines, if any, applicable to Shippers.
- (6) This rate is applied to the gas volumes stated in Dth transported for Shippers in accordance with Section 22.1(B) (1) of the General Terms and Conditions.

CURRENTLY EFFECTIVE RATES
RATE SCHEDULE GPS
GAS PARKING SERVICE

Each rate set forth in this Tariff is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate or rate schedule.

	Maximum Rate Per Dt ----- (1)	Minimum Rate Per Dt ----- (2)
Daily Parking Rate	\$ 0.6255	\$ 0.0011

CURRENTLY EFFECTIVE RATES
NEGOTIATED RATES

<u>Shipper</u>	<u>Rate Schedule</u>	<u>Negotiated Rate</u>	<u>Quantity</u>	<u>Point(s) of Receipt</u>	<u>Point(s) of Delivery</u>	<u>Term</u>
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Rover Pipeline LLC
Summary of Negotiated Rate Capacity Release Agreements

<u>Legal Name of Shipper</u>	<u>Affiliate Relationship between Rover and Shipper</u>	<u>Replacement Shipper Agreement No.</u>	<u>Rate Schedule</u>	<u>Receipt Meter</u>	<u>Receipt Location Name</u>	<u>Delivery Meter</u>	<u>Delivery Location Name</u>	<u>Quantity MDQ (dth)</u>	<u>Negotiated Usage Rate/Dth</u>	<u>Negotiated FUEL *</u>	<u>START DATE</u>	<u>END DATE</u>
Sabine Pass Liquefaction, LLC	No	11049	FTS	70005	Harmon-Creek	RA005	Zone 1A-Range	100,000	\$0.0000	10	11/01/2021	10/31/2023
Sequent Energy Management, L.P.	No	11064	FTS	70005	Harmon-Creek	DA101	Dawn-Rover Hub	50,000	\$0.0000	9	11/01/2021	10/31/2022
Tenaska Marketing Ventures	No	11084	FTS	70005	Harmon-Creek	DA101	Dawn-Rover Hub	50,000	\$0.0000	9	11/01/2021	10/31/2022
Uniper Global Commodities North America LLC	No	11087	FTS	70005	Harmon-Creek	DA101	Dawn-Rover Hub	10,000	\$0.0000	9	11/01/2021	10/31/2022
DTE Energy Trading, Inc.	No	11090	FTS	70005	Harmon-Creek	DA101	Dawn-Rover Hub	10,000	\$0.0000	9	11/01/2021	10/31/2022
Morgan Stanley Capital Group Inc.	No	11092	FTS	70004	Majorsville	RA005	Zone 1A-Range	50,000	\$0.0000	10	11/01/2021	10/31/2022
Tidal Energy Marketing (U.S.) L.L.C.	No	11093	FTS	70005	Harmon-Creek	DA101	Dawn-Rover Hub	20,000	\$0.0000	9	11/01/2021	10/31/2022
DTE Energy Trading, Inc.	No	11114	FTS	70017	Cadiz-ORS	RA001	Zone 1A-Ascent	15,000	\$0.0268	3	11/01/2021	10/31/2022
Tenaska Marketing Ventures	No	11134	FTS	70005	Harmon-Creek	RA080	Zone 1A-Sabine Pass Liquefaction, LLC	50,000	\$0.0000	10	12/01/2021	10/31/2023
Castleton Commodities Merchant Trading L.P.	No	11146	FTS	70005	Harmon-Creek	RA080	Zone 1A-Sabine Pass Liquefaction, LLC	50,000	\$0.0000	10	12/01/2021	10/31/2023
Uniper Global Commodities North America LLC	No	11258	FTS	70016	Berne	RA002	Z1A Eclipse	20,000	\$0.0268	7	4/01/2022	3/31/2023
Spire Marketing Inc.	No	11259	FTS	70005	Harmon-Creek	DA101	Dawn-Rover Hub	30,000	\$0.0000	9	4/01/2022	4/30/2022
Castleton Commodities Merchant Trading L.P.	No	11264	FTS	70005	Harmon-Creek	DA101	Dawn-Rover Hub	30,000	\$0.0000	9	4/01/2022	4/30/2022
CarbonBetter, LLC	No	11266	FTS	70017	Cadiz-ORS	RA001	Zone 1A-Ascent	25,000	\$0.0268	3	4/01/2022	10/31/2022
Vitol Inc.	No	11267	FTS	70017	Cadiz-ORS	ANRWK	ANR-Westrick	71,368	\$0.0000	2	4/01/2022	3/31/2023
Spire Marketing Inc.	No	11269	FTS	70017	Cadiz-ORS	RA001	Zone 1A-Ascent	25,000	\$0.0268	3	4/01/2022	3/31/2023
DTE Energy Trading, Inc.	No	11270	FTS	70017	Cadiz-ORS	ANRWK	ANR-Westrick	61,241	\$0.0000	2	4/01/2022	3/31/2023
Tenaska Marketing Ventures	No	11271	FTS	70017	Cadiz-ORS	ANRWK	ANR-Westrick	114,215	\$0.0000	2	4/01/2022	3/31/2023
Tenaska Marketing Ventures	No	11272	FTS	70017	Cadiz-ORS	DA101	Dawn-Rover Hub	95,000	\$0.0000	4	4/01/2022	3/31/2023
Citadel Energy Marketing LLC	No	11273	FTS	70011	Clarington-Eureka	RA002	Z1A Eclipse	50,000	\$0.0268	7	4/01/2022	3/31/2023
Citadel Energy Marketing LLC	No	11274	FTS	70011	Clarington-Eureka	DA101	Dawn-Rover Hub	25,000	\$0.0000	8	4/01/2022	3/31/2023
Citadel Energy Marketing LLC	No	11275	FTS	70003	Cadiz-MW	DA101	Dawn-Rover Hub	50,000	\$0.0000	4	4/01/2022	3/31/2023
Freepoint Commodities LLC	No	11276	FTS	70017	Cadiz-ORS	DA101	Dawn-Rover Hub	50,000	\$0.0000	4	4/01/2022	3/31/2023

Rover Pipeline LLC Summary of Negotiated Rate Capacity Release Agreements

Spire Marketing Inc.	No	11277	FTS	70017	Cadiz-ORS	RA001	Zone 1A-Ascent	30,000	\$0.0268	3	4/01/2022	10/31/2022
Twin Eagle Resource Management, LLC	No	11278	FTS	70017	Cadiz-ORS	ANRWK	ANR-Westrick	35,289	\$0.0000	2	4/01/2022	3/31/2023
DTE Energy Trading, Inc.	No	11282	FTS	70017	Cadiz-ORS	DA101	Dawn-Rover Hub	25,000	\$0.0000	4	4/01/2022	3/31/2023
Eco-Energy Natural Gas, LLC	No	11283	FTS	70017	Cadiz-ORS	RA001	Zone 1A-Ascent	35,000	\$0.0268	3	4/01/2022	10/31/2022
Tidal Energy Marketing (U.S.) L.L.C.	No	11284	FTS	70003	Cadiz-MW	DA101	Dawn-Rover Hub	50,000	\$0.0000	4	4/01/2022	3/31/2023
EDF Trading North America, L	No	11285	FTS	70017	Cadiz-ORS	DA101	Dawn-Rover Hub	15,000	\$0.0000	4	4/01/2022	3/31/2023
Hartree Partners, LP	No	11286	FTS	70017	Cadiz-ORS	RA001	Zone 1A-Ascent	50,000	\$0.0268	3	4/01/2022	10/31/2022
MU Marketing LLC	No	11288	FTS	70001	Sherwood	ANRWK	ANR-Westrick	800,000	\$0.0000	11	4/01/2022	11/29/2033
Constellation Energy Generation, LLC	No	11293	FTS	70017	Cadiz-ORS	ANRWK	ANR-Westrick	50,413	\$0.0000	2	4/01/2022	3/31/2023
ARM Energy Management LLC	No	11294	FTS	70017	Cadiz-ORS	RA001	Zone 1A-Ascent	20,000	\$0.0268	3	4/01/2022	10/31/2022
Castleton Commodities Merchant Trading L.P.	No	11295	FTS	70003	Cadiz-MW	DA101	Dawn-Rover Hub	50,000	\$0.0000	4	4/01/2022	3/31/2023
Mercuria Energy America, LLC	No	11297	FTS	70001	Sherwood	ANRWK	ANR-Westrick	50,413	\$0.0000	11	4/01/2022	4/30/2022
Twin Eagle Resource Management, LLC	No	11298	FTS	70001	Sherwood	ANRWK	ANR-Westrick	80,661	\$0.0000	11	4/01/2022	4/30/2022
Spire Marketing Inc.	No	11299	FTS	70001	Sherwood	ANRWK	ANR-Westrick	25,319	\$0.0000	11	4/01/2022	4/30/2022
CIMA Energy, LP	No	11301	FTS	70011	Clarington-Eureka	DA101	Dawn-Rover Hub	25,000	\$0.0000	8	4/01/2022	3/31/2023
Sequent Energy Management LLC	No	11302	FTS	70017	Cadiz-ORS	ANRWK	ANR-Westrick	126,033	\$0.0000	2	4/01/2022	3/31/2023
EDF Trading North America, LLC	No	11303	FTS	70001	Sherwood	ANRWK	ANR-Westrick	15,124	\$0.0000	11	4/01/2022	4/30/2022
K2 Commodities, LLC	No	11304	FTS	70001	Sherwood	ANRWK	ANR-Westrick	10,128	\$0.0000	11	4/01/2022	4/30/2022
Direct Energy Business Marketing, LLC	No	11306	FTS	70017	Cadiz-ORS	DA101	Dawn-Rover Hub	25,000	\$0.0000	4	4/01/2022	3/31/2023

These negotiated rate agreements do not deviate in any material respect from the form of service agreement in the tariff.

*** Fuel Footnotes:**

- (1) Fuel charges shall be capped at 1.2% for deliveries to the Midwest Hub. The fuel cap is only applicable to Shipper's Primary Path.
- (2) Fuel charges shall be capped at 1.2% for deliveries from the Supply Zone to the Defiance Delivery Points or any other delivery point in the Mainline Zone. The fuel cap is only Applicable to Shipper's Primary Path.
- (3) Fuel charges applied for deliveries to Market Zone South. In addition, Shipper shall also pay the applicable Panhandle Eastern Pipe Line Company and Trunkline Gas Company fuel rates.
- (4) Fuel charges shall be capped at 1.6% for deliveries to the Dawn Hub or any delivery point in the Market Zone North. The fuel cap is only applicable to Shipper's Primary Path.
- (5) Fuel charges shall be capped at 1.6% for deliveries to Market Zone North. The fuel cap is only applicable to Shipper's Primary Path.
- (6) Fuel charges shall be capped at 1.6% for deliveries to Dawn. The fuel cap is only applicable to Shipper's Primary Path.
- (7) Fuel charges applied for deliveries to Market Zone South. In addition, Shipper shall also pay the applicable Panhandle Eastern Pipe Line Company and Trunkline Gas Company fuel rates.
- (8) Fuel charges shall be capped at 1.6% for deliveries from Shipper's Primary Receipt Point(s) to the Market Zone North. The fuel cap is only applicable to Shipper's Primary Path.

Rover Pipeline LLC
Summary of Negotiated Rate Capacity Release Agreements

- (9) For receipts from the Harmon Creek Receipt Point, fuel charges shall be capped at 1.6% for deliveries to Market Zone North, and provided further, that for receipts from the Majorsville Primary Receipt Point, the fuel charges shall be capped at 1.75% for deliveries to Market Zone North. The fuel cap is only applicable to Shipper's primary path.
- (10) Fuel charges applied for deliveries to Market Zone South. Shipper shall pay the applicable PEPL and TGC fuel rates.
- (11) Fuel charge shall be capped at 1.6% for deliveries from the Sherwood Processing Plant for delivery to the ANR Delivery Point. The fuel cap is only applicable to Shipper's Primary Path.

Part V
Rate Schedules

FIRM SERVICES

1. Rate Schedule FTS	Firm Transportation Service
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INTERRUPTIBLE SERVICES

2. Rate Schedule ITS	Interruptible Transportation Service
3. Rate Schedule GPS	Gas Parking Service

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule FTS is available to any party which has requested firm Transportation service pursuant to Section 2 of the General Terms and Conditions of this Tariff and, after review and acceptance of such request by Rover, has executed a Service Agreement with Rover for service under this Rate Schedule FTS. Such Service Agreement shall be in the form contained in Rover's Tariff, Original Volume No. 1, of which this Rate Schedule FTS is a part. Any party that has executed a Service Agreement with Rover shall hereinafter be called a Shipper.

2. APPLICABILITY AND CHARACTER OF SERVICE

The firm service provided hereunder is the Transportation of Natural Gas on a uniform hourly basis up to the Maximum Daily Quantity (MDQ) set forth in the Service Agreement, subject to the availability of capacity, the General Terms and Conditions and the further provisions of the Service Agreement. Shipper's MDQ shall be a uniform Quantity throughout the term of the Service Agreement, except that Rover may, but shall not be obligated to, agree on a not unduly discriminatory basis to certain differing levels in Shipper's MDQ for specified periods during the term of the Service Agreement. The effective period of each MDQ level shall be specified in the executed Service Agreement. Rover is not obligated to provide any Transportation service for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities. Transporter may, on a not unduly discriminatory basis, agree to a minimum or maximum delivery pressure at Points of Receipt or Points of Delivery.

2.1 Points of Receipt

Shipper may designate in the Service Agreement multiple primary Points of Receipt, each of which will have a Maximum Daily Receipt Obligation (MDRO). Shipper's MDQ shall equal the sum of the MDROs at Shipper's primary Points of Receipt unless otherwise agreed to by Shipper and Rover. Points of Receipt on Rover's Master Receipt Point List (MRPL) are available as secondary Points of Receipt if the points are within or between the Zones used to calculate the Reservation Charge in accordance with Section 3.1 herein.

2.2 Points of Delivery

Shipper may designate in the Service Agreement multiple primary Points of Delivery or a Pool Point, each of which will have a Maximum Daily Delivery Obligation (MDDO). Shipper's MDQ shall equal the sum of the MDDOs at Shipper's primary Points of Delivery unless otherwise agreed to by Shipper and Rover. Points of Delivery on Rover's Master Delivery Point List (MDPL) are also available as secondary Points of Delivery if the points

are within or between the Zones used to calculate the Reservation Charge in accordance with Section 3.1 herein.

- 2.3 Service provided at the primary and secondary Points of Receipt and primary and secondary Points of Delivery shall be provided on a firm basis subject to the scheduling, curtailment and interruption provisions of Sections 3 and 4 of the General Terms and Conditions.

2.4 Tolerance Level

The Tolerance Level under this Rate Schedule FTS shall be ten percent (10%) at Points of Delivery and the greater of ten percent (10%) or 1,000 Dt at Points of Receipt. Daily scheduling variances in excess of the Tolerance Level shall be subject to a daily scheduling penalty calculated in accordance with Section 5 of the General Terms and Conditions.

3. RATE

The rates and charges for firm service under this Rate Schedule FTS shall be as follows:

3.1 Reservation Charge

The monthly Reservation Charge shall be the product of the MDQ and the applicable reservation rate as set forth on the Currently Effective Rates for Rate Schedule FTS for service related to the primary Points of Receipt and the primary Points of Delivery set forth in Shipper's currently effective applicable FTS Service Agreement.

The Reservation Charge shall be prorated for the first and last contract Months to adjust for the number of days during those Months for which service was contracted. In the event commencement of services contracted for is contingent upon the repair, upgrade, construction of facilities, financial considerations or third party contingencies, Rover may waive any or all Reservation Charges until a mutually agreed upon date following the resolution of the applicable contingency.

3.2 Usage Charge

- (A) The monthly Usage Charge shall be the product of the actual Quantity of Gas delivered during the Month and the applicable usage rate per Dt as set forth on the Currently Effective Rates for Rate Schedule FTS. Market Zone North deliveries to secondary points West of the Rover/Vector interconnect shall incur an additional usage charge as set forth on the Currently Effective Rates for Rate Schedule FTS.
- (B) Deliveries by a Shipper to a Pool Point shall not be assessed the Usage Charge and Fuel Reimbursement to the extent that the Corresponding Transportation

Agreement under which the gas will be transported from the Pooling Point is assessed the applicable Usage Charge and Fuel Reimbursement.

3.3 Surcharges

Shipper shall pay all applicable surcharges specified in the General Terms and Conditions and as set forth on the Currently Effective Rates for Rate Schedule FTS or which otherwise may be applicable to service under this Rate Schedule FTS from time to time.

3.4 Range of Rates

Unless otherwise agreed to by Shipper and Rover, any rate applicable to a Shipper for service hereunder shall be the applicable Maximum Rate per Dt as set forth on the Currently Effective Rates for Rate Schedule FTS, plus all surcharges specified in the General Terms and Conditions, as may be applicable from time to time. If an amount less than the applicable Maximum Rate and not less than the applicable Minimum Rate is agreed upon, such amount shall be applied prospectively and only to those Points of Receipt and Points of Delivery identified. Rover shall be responsible for compliance with any reporting requirements prescribed by the Commission. Rover shall not be required to enter into any Service Agreement for Transportation service at a rate less than the Maximum Rate per Dt.

3.5 Fuel Reimbursement

Shipper shall reimburse Rover in kind for fuel usage and lost or unaccounted for Gas. The monthly Fuel Reimbursement shall be the sum of fuel charges by Transporting Pipelines, if applicable, plus the applicable Fuel Reimbursement percentage as set forth on the Currently Effective Rates for Rate Schedule FTS.

3.6 Overrun Charge

If during the Month, Shipper takes Quantities in excess of the MDQ as stated in the Service Agreement for the service provided hereunder, the applicable charge per Dt shall be the product of such excess Quantities and the applicable overrun rates as set forth on the Currently Effective Rates for Rate Schedule FTS for service related to the primary Points of Receipt and the primary Points of Delivery set forth in Shipper's currently effective applicable FTS Service Agreement.

In addition, Shipper may be subject to the unauthorized overrun penalty as set forth in Section 5.3 of the General Terms and Conditions.

3.7 Transportation Balancing and Other Charges

If balancing or other charges are incurred in accordance with the General Terms and Conditions, including Sections 4.4, 5.1, 5.2, 5.3, 6.3 or 12.2 thereof, then such charges shall also be applicable.

3.8 Negotiated Rates

Shipper and Rover may agree, on a prospective basis, to a Negotiated Rate with respect to the charges identified in Sections 3.1, 3.2 and 3.5 herein which may be less than, equal to or greater than the Maximum Rate; shall not be less than the Minimum Rate; may be based on a rate design other than straight fixed variable; and may include a minimum quantity. Such Negotiated Rate shall be set forth on Exhibit C of the executed Service Agreement and on the Currently Effective Rates for Negotiated Rates. The Maximum Rate shall be available to any Shipper that does not choose a Negotiated Rate.

Shippers paying a Negotiated Rate which exceeds the Maximum Rate will be considered to be paying the Maximum Rate for purposes of scheduling, curtailment and interruption, calculating the economic value of a request for unsubscribed firm capacity, and matching competing bids for the right of first refusal. Replacement Shippers are not eligible for Negotiated Rates. Replacement Shippers may bid or pay a rate greater than Maximum Rate if the release of capacity is for a period of one year or less and the release is to take effect on or before one year from the date on which Rover is notified of the release.

In the event that capacity subject to a Negotiated Rate which is based on a rate design other than straight fixed variable is released, Shipper and Rover may agree on billing adjustments to the Releasing Shipper that may vary from or are in addition to those set forth in Section 9.9 of the General Terms and Conditions in order to establish the basis of accounting for revenues from a Replacement Shipper as a means of preserving the economic basis of the Negotiated Rate. Such payment obligation and crediting mechanism for capacity release shall be set forth on Exhibit C of the executed Replacement Service Agreement. Nothing in this Section 3.10 shall authorize Rover or Shipper to negotiate terms and conditions of service.

- 3.9 Rover shall perform backhauls hereunder to the extent firm capacity is available. Backhauls shall be subject to the Maximum and Minimum Rates under this Rate Schedule FTS. Shipper shall reimburse Rover the fuel reimbursement percentage as set forth on the Currently Effective Rates for Rate Schedule FTS.

4. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Rover's Tariff are hereby incorporated by reference in this Rate Schedule FTS.

In the event of a conflict between the General Terms and Conditions and the provisions of this Rate Schedule FTS, the provisions of this Rate Schedule FTS shall govern.

5. RESERVATIONS

Rover reserves the right from time to time unilaterally to make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule FTS and the other provisions of Rover's Tariff, and the applicability thereof, including the Form of Service Agreement hereunder, subject to the provisions of the Natural Gas Act and the Commission's Regulations thereunder.

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule ITS is available to any party which has requested interruptible Transportation Service pursuant to Section 2 of the General Terms and Conditions of this Tariff and, after review and acceptance of such request by Rover, has executed a Service Agreement with Rover for service under this Rate Schedule ITS. Such Service Agreement shall be in the form contained in Rover's Tariff, Original Volume No. 1, of which this Rate Schedule ITS is a part. Any party that has executed a Service Agreement with Rover for transportation service shall hereinafter be called a Shipper.

2. APPLICABILITY AND CHARACTER OF SERVICE

The interruptible service provided hereunder is the Transportation of Natural Gas on a uniform hourly basis up to the Maximum Daily Quantity (MDQ) set forth in the Service Agreement, subject to the availability of capacity, the General Terms and Conditions and the further provisions of the Service Agreement. Rover is not obligated to provide any Transportation service for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities.

2.1 Points of Receipt

Shipper may designate in the Service Agreement specific Points of Receipt or all Points of Receipt on Rover's Master Receipt Point List (MRPL).

2.2 Points of Delivery

Shipper may designate in the Service Agreement specific Points of Delivery, a Pool Point, or all Points of Delivery on Rover's Master Delivery Point List (MDPL).

2.3 Service provided at the Points of Receipt and Points of Delivery shall be provided on an interruptible basis subject to the scheduling, curtailment and interruption provisions of Sections 3 and 4 of the General Terms and Conditions.

2.4 Tolerance Level

The Tolerance Level under this Rate Schedule IT shall be ten percent (10%) at Points of Delivery and the greater of ten percent (10%) or 1,000 Dt at Points of Receipt. Daily scheduling variances in excess of the Tolerance Level shall be subject to a daily scheduling penalty calculated in accordance with Section 5 of the General Terms and Conditions.

3. RATE

The rates and charges for interruptible service under this Rate Schedule IT shall be as follows:

3.1 Usage Charge

- (A) The monthly Usage Charge shall be the product of the actual Quantity of Gas delivered during the Month and the applicable usage rate per Dt as set forth on the Currently Effective Rates for Rate Schedule ITS. Market Zone North deliveries to secondary points West of the Rover/Vector interconnect shall incur an additional usage charge as set forth on the Currently Effective Rates for Rate Schedule ITS.
- (B) Deliveries by a Shipper to a Pool Point shall not be assessed the Usage Charge and Fuel Reimbursement to the extent that the Corresponding Transportation Agreement under which the gas will be transported from the Pooling Point is assessed the applicable Usage Charge and Fuel Reimbursement.

3.2 Surcharges

Shipper shall pay all applicable surcharges specified in the General Terms and Conditions and as set forth on the Currently Effective Rates for Rate Schedule ITS or which otherwise may be applicable to service under this Rate Schedule ITS from time to time.

3.3 Range of Rates

Unless otherwise agreed to by Shipper and Rover, any rate applicable to a Shipper for service hereunder shall be the applicable Maximum Rate per Dt as set forth on the Currently Effective Rates for Rate Schedule ITS, plus all surcharges specified in the General Terms and Conditions, as may be applicable from time to time. If an amount less than the applicable Maximum Rate and not less than the applicable Minimum Rate is agreed upon, such amount shall be applied prospectively and only to those Points of Receipt and Points of Delivery identified. Rover shall be responsible for compliance with any reporting requirements prescribed by the Commission. Rover shall not be required to enter into any Service Agreement for Transportation service at a rate less than the Maximum Rate per Dt.

3.4 Fuel Reimbursement

Shipper shall reimburse Rover in kind for fuel usage and lost or unaccounted for Gas. The monthly Fuel Reimbursement shall be the sum of fuel charges by Transporting Pipelines, if applicable, plus the applicable Fuel Reimbursement percentage as set forth on the Currently Effective Rates for Rate Schedule ITS.

3.5 Transportation Balancing and Other Charges

If balancing charges, overrun penalties or other charges are incurred in accordance with the General Terms and Conditions, including Sections 4.4, 5.1, 5.2, 5.3, 6.3 or 12.2 thereof, then such charges shall also be applicable.

- 3.6 Rover shall perform backhauls hereunder to the extent capacity is available. Backhauls shall be subject to the Maximum and Minimum Rates under this Rate Schedule ITS. Shipper shall reimburse Rover the fuel reimbursement percentage as set forth on the Currently Effective Rates for Rate Schedule ITS.

4. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Rover's Tariff are hereby incorporated by reference in this Rate Schedule ITS. In the event of a conflict between the General Terms and Conditions and the provisions of this Rate Schedule ITS, the provisions of this Rate Schedule ITS shall govern.

5. RESERVATIONS

Rover reserves the right from time to time unilaterally to make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule ITS and the other provisions of Rover's Tariff, and the applicability thereof, including the Form of Service Agreement hereunder, subject to the provisions of the Natural Gas Act and the Commission's Regulations thereunder.

RATE SCHEDULE GPS
GAS PARKING SERVICE

1. AVAILABILITY

This Rate Schedule GPS is available to any party which has requested Gas Parking Service pursuant to Section 2 of the General Terms and Conditions of this Tariff and, after review and acceptance of such request by Rover, has executed a Service Agreement with Rover for service under this Rate Schedule GPS. Such Service Agreement shall be in the form contained in Rover's Tariff, Original Volume No. 1, of which this Rate Schedule GPS is a part. Any party that has executed a Service Agreement with Rover shall hereinafter be called a Shipper.

2. APPLICABILITY AND CHARACTER OF SERVICE

The interruptible service provided hereunder permits Shipper to nominate Gas, made available to Rover by Shipper in connection with a Transportation Service Agreement for Parking service under this Rate Schedule GPS, up to the Maximum Parked Quantity set forth in the Service Agreement, subject to the General Terms and Conditions and the further provisions of the Service Agreement. The service provided hereunder is an interruptible service and shall be provided only after all other services offered by Rover are scheduled pursuant to Section 3.2 of the General Terms and Conditions and to the extent permitted by Rover's system. Parking service shall not impede Rover's ability to meet its firm and interruptible service obligations, including Rover's system requirements. Rover is not obligated to provide any Parking service for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities.

- 2.1 Shipper may utilize any point on the Master Parking Point List, subject to Shipper's election in Section 2.3 below.
- 2.2 Shipper may nominate delivery of Gas to a specific Parking Point or receipt of Gas from a specific Parking Point, subject to the nomination and confirmation procedures in Section 3 of the General Terms and Conditions. Gas that is delivered to a specific Parking Point for parking must be redelivered from the same Parking Point. A negative Parked Quantity received at a specific Parking Point must be redelivered to the same Parking Point. Parking Points shall be maintained separately and may not be combined for nomination or billing purposes. Gas may be parked for a minimum of one day and a maximum term as established by the mutual agreement of Shipper and Rover.
- 2.3 A Pooling Shipper may elect to have Rover utilize the Pooling Shipper's Gas Parking account to balance nominated receipts and deliveries under Shipper's associated Pooling Transportation Agreement at a Pool Point on a daily basis. Such election requires a separate Rate Schedule GPS Service Agreement. The Pooling Shipper shall make such election and specify the Pooling Transportation Agreement and Pool Point at the time the Parking Service Agreement is executed.

- 2.4 Negative Parked Quantity shall mean the Quantity of Gas that Shipper has received from parking in excess of the sum of the Parked Quantity at any point in time. Nominations to receive such excess Quantity of Gas shall be confirmed at Rover's sole discretion.
- 2.5 Shipper may be required, upon notification from Rover, to cease or reduce deliveries to or receipts from its Parking service within the Gas Day or to receive from Parking all, or any part, of its Parked Quantity under this Rate Schedule GPS as rapidly as is consistent with Rover's operating capabilities. Any Parked Quantity not removed in accordance with Rover's notice within five (5) days of Rover giving Shipper such notice shall become the property of Rover at no cost to Rover, free and clear of any adverse claims; provided, however, that Rover shall extend the time available for Shipper to remove its Parked Quantity by one day for every day that Shipper has been unable to remove gas due to operational conditions on Rover's system.
- 2.6 Shipper may be required, upon notification from Rover to deliver all, or any part, of its Negative Parked Quantity as rapidly as is consistent with Rover's operating capabilities. Any Quantity of Gas not delivered into Parking in accordance with Rover's notice within three (3) days of Rover giving Shipper such notice shall be subject to an OFO and the OFO penalty in accordance with Section 6 of Rover's General Terms and Conditions.
- 2.7 In the event that Shipper has a Negative Parked Quantity at the end of any month, in addition to all other applicable rates, charges and fees, such Shipper shall purchase from Rover such Quantity of Gas at one hundred-twenty percent (120%) of the Spot Index Price as defined in Section 5.2(F) of Rover's General Terms and Conditions, unless otherwise mutually agreed.
- 2.8 Rover shall not be required to receive or deliver Quantities of Gas on any day for which there is insufficient available capacity under Shipper's Transportation Service Agreements to deliver Gas or to receive Gas from the Parking Point.

3. RATES

The rates and charges for interruptible Parking service under this Rate Schedule GPS shall be as follows:

3.1 Daily Parking Charge

The Daily Parking Charge shall be the absolute value of the product of the Parked Quantity for each day of the Month and the daily Parking rate per Dt as set forth on the Currently Effective Rates for Rate Schedule GPS.

3.2 Range of Rates

Unless otherwise agreed to by Shipper and Rover, any rate applicable to a Shipper for service hereunder shall be the applicable Maximum Rate as set forth on the Currently Effective Rates for Rate Schedule GPS, as may be applicable from time to time. If an amount less than the applicable Maximum Rate and not less than the applicable Minimum Rate is agreed upon, such amount shall be applied prospectively in accordance with such agreement. Rover shall be responsible for compliance with any reporting requirements prescribed by the Commission. Rover shall not be required to enter into any Service Agreement for Gas Parking Service at a rate less than the Maximum Rate.

4. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Rover's Tariff are hereby incorporated by reference in this Rate Schedule GPS.

In the event of a conflict between the General Terms and Conditions and the provisions of this Rate Schedule GPS, the provisions of this Rate Schedule GPS shall govern.

5. RESERVATIONS

Rover reserves the right from time to time to unilaterally make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule GPS and the other provisions of Rover's Tariff, and the applicability thereof, including the Form of Service Agreement hereunder, subject to the provisions of the Natural Gas Act and the Commission's Regulations thereunder.

Part VI
General Terms and Conditions

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GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are applicable to all services provided herein:

1. DEFINITIONS

"British Thermal Unit (Btu)" shall mean the amount of heat required to raise the temperature of one avoirdupois pound of pure water from 58.5°F to 59.5°F under standard conditions as described in Section 14.2.

"Business Day" shall mean Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Clock Time, excluding Federal Banking Holidays.

"Central Time (CT)" or "Central Clock Time (CCT)" shall mean the time in the Central Time Zone, as adjusted for Daylight Savings Time and Standard Time.

"Commission" or "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency.

"Corresponding Shipper" shall mean a Shipper that nominates receipts of Gas at a Pool Point for subsequent delivery under a Corresponding Transportation Agreement.

"Corresponding Transportation Agreement" shall mean a Transportation Agreement that identifies a Pool Point as a Point of Receipt and provides for further delivery downstream of the Pool Point.

"Customer Activities Website" shall mean Rover's password protected application, Messenger, which is located on Rover's informational postings Website, <http://rovermessenger.energytransfer.com>.

"Dekatherm (Dt)" shall mean one thousand cubic feet of Gas (Mcf) with a heat content of 1,000 Btu per cubic foot on a measurement basis specified under Section 14 herein and based on the same pressure base as the volumes.

"Electronic Funds Transfer" shall mean payments made or effected by wire transfer (Fedwire, CHIPS, or Bank Book Entry) or Automated Clearing House (ACH) or any other recognized electronic or automated payment mechanism that is agreed upon by Shipper and Rover in the future.

"Electronic Gas Measurement (EGM)" shall mean that form of measurement equipment which may consist of a computerized remote terminal unit, transducers and other associated power, radio and sensing and other electronic devices to record Gas measurement and the transfer of data, without the use of charts.

"Fuel Reimbursement" shall mean the reimbursement in kind to Rover by Shipper for fuel usage and lost or unaccounted for Gas.

"Gas" or "Natural Gas" shall mean either Natural Gas unmixed, or a mixture of natural and artificial Gas.

"Gas Day" shall mean a period of twenty-four (24) consecutive hours beginning and ending at 9:00 a.m. Central Clock Time. The reference date for any Gas Day shall be the date of the beginning of such Gas Day.

"Long-Term Agreement" shall mean a Service Agreement with a primary term of one year or more.

"Mainline Zone" shall mean the area that originates at Compressor Station 1 located in Carroll County, Ohio and continues westward to the Defiance, Ohio delivery point.

"Market Zone North" shall mean the area that originates at the Defiance, Ohio point and continues northward to the International Boundary between the U.S. and Canada in St. Clair County, Michigan and the International Boundary between the U.S. and Canada in Wayne County, Michigan.

"Market Zone South" shall mean the area that originates at the Defiance, Ohio point and continues southward to Panola County, Mississippi.

"Master Delivery Point List (MDPL)" shall mean the current list of meter stations and points available to Shippers as Points of Delivery as posted on the Website at any time.

"Master Parking Point List (MPPL)" shall mean the current list of points available to Shippers as Parking Points as posted on the Website at any time.

"Master Receipt Point List (MRPL)" shall mean the current list of meter stations and points available to Shippers as Points of Receipt as posted on the Website at any time.

"Maximum Daily Delivery Obligation (MDDO)" shall mean the maximum Quantity of Gas assigned to a specific primary Point of Delivery, as stated in the Service Agreement, that Rover is obligated to deliver to Shipper at that point on any Gas Day.

"Maximum Daily Quantity (MDQ)" shall mean the maximum Quantity of Natural Gas, as stated in the Service Agreement, that Rover is obligated to deliver on any Gas Day to Shipper.

"Maximum Daily Receipt Obligation (MDRO)" shall mean the maximum Quantity of Gas assigned to a specific primary Point of Receipt, as stated in the Service Agreement, that Rover is obligated to receive from Shipper at that point on any Gas Day.

"Maximum Rate" shall mean the applicable maximum rate as set forth on the Currently Effective Rates for the applicable Rate Schedule, plus all surcharges specified in the General Terms and Conditions, as may be applicable from time to time.

"Minimum Rate" shall mean the applicable minimum rate as set forth on the Currently Effective Rates for the applicable Rate Schedule.

"Month" shall mean the period beginning at 9:00 a.m. Central Clock Time on the first Gas Day of the calendar month and continuing through the last Gas Day of the calendar month.

"Mcf" shall mean 1,000 cubic feet of Gas at 14.73 psia (dry).

"MMcf" shall mean 1,000,000 cubic feet of Gas at 14.73 psia (dry).

"NAESB Standards" shall mean the North American Energy Standards Board standards for business practices.

"NGA" shall mean the Natural Gas Act of 1938, as amended.

"Negative Parked Quantity" shall mean the Quantity of Gas that Shipper has received from Parking in excess of the sum of the Parked Quantity at any point in time.

"Negotiated Rate" shall mean the rate agreed to by Shipper and Rover which may be less than, equal to or greater than the Maximum Rate but shall not be less than the Minimum Rate. The Negotiated Rate may be based on a rate design other than straight fixed variable and may include a minimum quantity.

"OBA Party" shall mean the entity that has executed an Operational Balancing Agreement with Rover.

"Operational Balancing Agreement (OBA)" shall mean a contract between two parties which specifies the procedures to manage operating variances at an interconnect pursuant to Section 7 herein.

"Operational Flow Order (OFO)" shall mean an order issued by Rover to any Shipper or OBA Party pursuant to Section 6 herein.

"Parked Quantity" shall mean the Quantity of Gas, expressed in dekatherms, held for the account of Shipper at a specific Parking Point at any point in time.

"Parking" shall mean the receipt by Rover of Gas from or for the account of Shipper, the holding of such Gas for a period of time and the subsequent redelivery to Shipper.

"Point of Delivery" shall mean a point at the outlet side of Rover's facilities at a point of interconnection between the facilities of Rover and the facilities of Shipper or Shipper's designee, or such other mutually agreeable point as set forth in the Service Agreement. Multiple meters delivering to the same integrated service area of a Shipper may be considered to be a single Point of Delivery, subject to Rover's agreement.

"Point of Receipt" shall mean a point at the inlet side of Rover's facilities at a point of interconnection between the facilities of Rover and facilities of Shipper or Shipper's designee, or such other mutually agreeable point as set forth in the Service Agreement.

"Pool Point" shall mean a point on Rover's system which has been identified as a Point of Receipt in a Corresponding Transportation Agreement, subject to Section 26 herein.

"Pooling Shipper" shall mean a Shipper under a Pooling Transportation Agreement.

"Pooling Transportation Agreement" shall mean a Transportation Agreement under Rate Schedules FTS or ITS that designates a Pool Point as the sole Point of Delivery.

"Pre-arranged Replacement Shipper (PRS)" shall mean the entity designated by Releasing Shipper prior to the released capacity being posted on the Customer Activities Website. The PRS must be on the approved bidders list in accordance with Section 9.4(A) of the General Terms and Conditions and will become a Replacement Shipper upon selection of its bid as the best bid.

"Primary Path" shall mean the physical transportation path, which includes Rover's facilities or facilities available under contract to Rover, between Shipper's primary Points of Receipt and primary Points of Delivery as stated in the Service Agreement.

"Quantity of Gas" or "Quantities" shall mean the number of units of Gas expressed in Dekatherms (Dt).

"Releasing Shipper" shall mean a firm Shipper that releases capacity pursuant to Section 9 herein.

"Replacement Shipper" shall mean any entity that obtains capacity from a Releasing Shipper pursuant to Section 9 herein.

"Rover" shall mean Rover Pipeline LLC.

"Service Agreement" shall mean the executed agreement, in the form prescribed in this Tariff, applicable to the particular Rate Schedule under which service is being provided, including a Capacity Release Service Agreement.

"Shipper" shall mean the entity that has executed a Service Agreement with Rover for any capacity release or any Transportation service.

"Supply Zone" shall mean the portion of Rover's system located upstream of Compressor Station 1 located in Carroll County, Ohio.

"Tariff" shall mean Rover's currently effective FERC NGA Gas Tariff.

"Transportation" shall mean forward haul, backhaul, exchange or any other method of transport of Gas as defined in the FERC's Regulations.

"Transportation Service Agreement" shall mean a Service Agreement for Transportation service provided under Rate Schedule FTS or ITS.

"Transporting Pipeline" shall mean any third party pipeline system on which Rover holds firm transportation rights and which it has authorization to treat as an extension of Rover's system for purpose of providing transportation service.

"Unauthorized Gas" shall mean any Quantity of Gas either received or delivered at a meter without any Shipper nomination.

"Website" shall mean the Uniform Resource Locator (URL) containing Rover's informational postings on the Internet at <http://rovermessenger.energytransfer.com>.

"Written" shall mean communication sent by either physical or electronic means unless agreed to otherwise by the parties.

"Zone" or "Zones" shall mean the areas located in the Supply Zone, Mainline Zone, Market Zone North or Market Zone South as defined in this Section 1.

GENERAL TERMS AND CONDITIONS

2. REQUESTS FOR SERVICE

2.1 Persons desiring Transportation must submit a properly executed service request form as posted on the Website.

2.2 Information Required

The specific information required from a party requesting service (Shipper) for a valid request for Transportation service, shall include the information specified in Rover's service request form posted on its Website, as such may be revised from time to time.

2.3 Credit Information

Acceptance of a request for service (including capacity release pursuant to Section 9) and the continuation of service is contingent upon Shipper satisfying, on an ongoing basis, the creditworthiness requirements set forth in Section 24 of these General Terms and Conditions.

2.4 A request for service shall not be valid until Rover has received the information required or requested under Sections 2.2, 2.3 and 2.5, as well as the payment specified in Section 2.6 herein. Upon notification by Rover to Shipper that any part of a request is deficient, Shipper must provide such information within seven days of such request. In such event Shipper's request for service will be deemed to have been received when the complete information set forth in Sections 2.2, 2.3, 2.5 and 2.6 is received by Rover. In any event, a request for service that is still deficient fifteen (15) days after Rover's notice of such deficiency to Shipper will be considered to have been withdrawn.

Additionally, if Shipper fails to execute a Service Agreement within thirty (30) days of the date on which it was tendered by Rover, Shipper's request for service may be considered withdrawn.

2.5 For Transportation to be provided under Subpart B of 18 C.F.R. Part 284, Rover must receive in writing certification from the intrastate pipeline or local distribution company on whose behalf the service will be provided which states that the requested service qualifies for Transportation under Subpart B of Part 284.

Rover may require such other information as is required to comply with regulatory reporting or filing requirements.

2.6 To be considered valid, a request for firm service, other than capacity release pursuant to Section 9, must be accompanied by payment of the lesser of (1) the applicable Reservation Charge for one Month or (2) \$10,000. Such payment must be made by Shipper to Rover.

This payment plus the interest accrued from the date payment is received until the date service commences shall be used to offset Shipper's monthly bill. If Shipper's request expires, is withdrawn, or Rover declines to tender a Service Agreement, Rover shall refund Shipper's payment plus the accrued interest from the date payment is received until the refund is sent to Shipper. For purposes of this section, accrued interest shall be computed in a manner consistent with Section 154.501(d) of the Commission's Regulations.

- 2.7 In the event that any information provided by Shipper in this Section 2 changes or is expected to change, Shipper shall provide prompt written notice of such changes to Rover.
- 2.8 Shipper may submit a request to change primary Points of Receipt or primary Points of Delivery or to modify the MDRO or MDDO at any primary Point of Receipt or Delivery upon prior notice by written notice unless otherwise precluded from doing so in accordance with the terms and conditions of a capacity release. Such change or modification shall not reduce the economic value of the Service Agreement without Rover's written consent in accordance with Section 10.6 herein.
- 2.9 In the event that a Shipper or potential Shipper may have any complaints, Shipper or potential Shipper shall:
- (A) Provide Rover a written description of the complaint, including the identification of Shipper's contract number or request for service, whichever is applicable, by contacting Rover at the following:
- Rover Pipeline LLC
Attn: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
- (B) Rover shall respond initially within forty-eight (48) hours and in writing within thirty (30) days advising Shipper or potential Shipper of the disposition of the complaint.

GENERAL TERMS AND CONDITIONS

3. NOMINATION AND SCHEDULING OF SERVICES

3.1 Nomination Procedures

- (A) Shipper shall submit to Rover nominations showing the Quantity of Gas to be received and delivered by Rover, by individual Point of Receipt and individual Point of Delivery, as required below:
- (1) Such nomination shall reflect Shipper's contract number, the Quantity of Gas to be received, including Fuel Reimbursement Quantity, and the Quantity of Gas to be delivered for each Point of Receipt and each Point of Delivery. Disclosure of the identities of downstream parties at Points of Delivery shall be required. Shipper shall establish the point to point relationship between the Quantity of Gas to be received at the Points of Receipt and the Quantity of Gas to be delivered at the Points of Delivery.
 - (2) In addition to, or in lieu of, nominating from a specific Point of Receipt, upon Shipper's agreement with a Pooling Shipper, Shipper may submit a nomination from the Pool Point to specific Points of Delivery. Upon receipt of such nomination and after Rover's confirmation with the Pooling Shipper, the Pooling Shipper shall nominate an equivalent Quantity on behalf of such Shippers from specific Points of Receipt contained in such Shippers' Transportation Service Agreements into the relevant Pool Point.
 - (3) For Shippers with Service Agreements under Rate Schedules FTS and ITS, the sum of the Quantities nominated at Points of Receipt, less applicable Fuel Reimbursement Quantities, shall equal the sum of the Quantities of Gas nominated at Points of Delivery during the Month. In addition, the Quantity of Gas nominated at each primary Point of Receipt shall not exceed the MDRO, plus applicable Fuel Reimbursement Quantity, and the Quantity of Gas nominated at each primary Point of Delivery shall not exceed the MDDO.
 - (4) In the event a firm Shipper nominates Quantities for Transportation at Shipper's secondary Points of Receipt or Points of Delivery, Shipper shall retain its original priority at Shipper's primary Points of Receipt or Points of Delivery.

(B) Next Day Service

Shipper shall have the right to submit a new nomination for any Gas Day by submitting notice by 1:00 p.m. Central Time the preceding Gas Day or such later time acceptable to Rover. Such new or revised nomination shall conform to the requirements of Section 3.1(A) herein, except that the nomination may reflect any agreed upon imbalance make up Quantities. Overrun Quantities may be requested either in Shipper's regular nomination or in a separate nomination.

Rover shall support the following standard nomination cycle (all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17):

The Timely Nomination Cycle

On the Day prior to gas flow:

- 1:00 p.m. Nominations leave control of the Shipper;
- 1:15 p.m. Nominations are received by Rover (including from Title Transfer Tracking Service Providers (TTTSPs));
- 1:30 p.m. Rover sends the quick response to the Shipper;
- 4:30 p.m. Rover receives completed confirmations from confirming parties;
- 5:00 p.m. Shipper and point operator receive scheduled quantities from Rover.

Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day.

The Evening Nomination Cycle

On the day prior to gas flow:

- 6:00 p.m. Nominations leave control of the Shipper;
- 6:15 p.m. Nominations are received by Rover (including from TTTSPs);
- 6:30 p.m. Rover sends the quick response to the Shipper;
- 8:30 p.m. Rover receives completed confirmations from confirming parties;
- 9:00 p.m. Rover provides scheduled quantities to the affected Shippers and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Evening Nominations should be effective at the start of the next Gas Day.

In addition, at the end of each Gas Day Rover shall make available to Shippers information containing scheduled Quantities, including scheduled intra-day nominations and any other scheduling changes.

Shipper shall specify a begin date and an end date for each nomination. Such begin date and end date shall be within the term of Shipper's Service Agreement. To the extent that Shipper desires to change its nomination for any Gas Day Shipper must submit a new nomination for such day. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only. Should Shipper fail to provide this nomination on or before the nomination deadline, Rover may deem Shipper's nomination to be zero.

Rover shall have the right to refuse to receive or deliver any Gas not timely and properly nominated and confirmed. Rover shall not be liable to Shipper or any other person as a direct or indirect consequence of such refusal and Shipper shall indemnify Rover from and against any and all losses, damages, expenses, claims, suits, actions and proceedings whatsoever threatened, incurred or initiated as a result of such refusal, except to the extent such loss, damage, expense, claim, suit, action or proceeding is the result of Rover's negligence, bad faith or willful misconduct.

(C) Intra-day Nominations

Any nomination submitted after the deadline set forth in Section 3.1(B) above shall be an intra-day nomination. An intra-day nomination shall be effective for one Gas Day only. An intra-day nomination shall specify an effective date, time and the daily Quantity.

Rover shall support the following standard nomination cycles (all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17):

The Intra-day 1 Nomination Cycle

On the current Gas Day:

- 10:00 a.m. Nominations leave control of the Shipper
- 10:15 a.m. Nominations are received by Rover (including from TTTSPs)
- 10:30 a.m. Rover sends the quick response to the Shipper
- 12:30 p.m. Rover receives completed confirmations from confirming parties
- 1:00 p.m. Rover provides scheduled quantities to the affected Shipper and point operator, including bumped parties (notice to bumped parties)

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.

The Intraday 2 Nomination Cycle

On the current Gas Day:

- 2:30 p.m. Nominations leave control of the Shipper;
- 2:45 p.m. Nominations are received by Rover (including from TTTSPs);
- 3:00 p.m. Rover sends the quick response to the Shipper;
- 5:00 p.m. Rover receives completed confirmations from confirming parties;
- 5:30 p.m. Rover provides scheduled quantities to the affected Shipper and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.

The Intraday 3 Nomination Cycle

On the current Gas Day:

- 7:00 p.m. Nominations leave control of the Shipper;
- 7:15 p.m. Nominations are received by Rover (including from TTTSPs);
- 7:30 p.m. Rover sends the quick response to the Shipper;
- 9:30 p.m. Rover receives completed confirmations from confirming parties;
- 10:00 p.m. Rover provides scheduled quantities to the affected Shipper and point operator.

Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

Any Shipper shall have the right for any Gas Day to submit intra-day nominations for any Transportation service, subject to operator confirmation and verification and Rover's operating conditions. Such intra-day nomination shall conform to the requirements of Section 3.1(A) herein, except that the nomination may reflect any agreed upon imbalance make up Quantities.

For purposes of NAESB WGQ Standard No. 1.3.2 (ii), (iii), (iv), and (v), the word "provides" shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

- (D) Shipper shall cause the operator of each Point of Receipt, the first seller of the Gas nominated at the Points of Receipt and the operator of each Point of Delivery designated in any nomination or change to a nomination to confirm all such nominations or changes to nominations prior to implementation by Rover.

- (E) Shipper shall notify Rover immediately of any unexpected changes in Quantities tendered for receipt or delivery, whether or not such notice conforms to the times set out herein.
- (F) At any time, Shipper may provide notice to change the designation of the person under Section 2.2 herein to provide the nomination information set forth in this Section to Rover. If Shipper designates another person to provide this information, Rover shall be entitled to rely on the nominations previously provided by Shipper's designee.
- (G) Nominations shall also specify such information necessary to permit Rover to accept Commission approved or permitted standard data elements to perform service.

3.2 Scheduling Procedure for Transportation

The Quantities nominated for Transportation by Shippers shall be scheduled by ET Rover in the following order:

- (A) Scheduling of Receipts
 - (1) Firm service from primary Points of Receipt, adjusted for Fuel Reimbursement, to primary Points of Delivery.
 - (2) Firm service from primary Points of Receipt, adjusted for Fuel Reimbursement, to secondary Points of Delivery.
 - (3) Firm service from secondary Points of Receipt within the Primary Path, adjusted for Fuel Reimbursement, beginning with service charged the applicable Maximum Rate followed by firm service from secondary Points of Receipt within the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.
 - (4) Firm service from secondary Points of Receipt outside the Primary Path, adjusted for Fuel Reimbursement, beginning with service charged the applicable Maximum Rate followed by firm service from secondary Points of Receipt outside the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.

- (5) Interruptible service and authorized overruns from Points of Receipt, beginning with service charged the applicable Maximum Rate followed by service from Points of Receipt charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.

- (6) Gas Parking Service

Within each service category provided in (1) through (4) above, Shipper may provide a ranking of individual Points of Receipt within the Service Agreement in the event the entirety of the nomination cannot be scheduled.

(B) Scheduling of Deliveries

- (1) Firm service from primary Points of Receipt, adjusted for Fuel Reimbursement, to primary Points of Delivery.
- (2) Firm service from secondary Points of Receipt, adjusted for Fuel Reimbursement, to primary Points of Delivery.
- (3) Firm service to secondary Points of Delivery within the Primary Path beginning with service charged the applicable Maximum Rate followed by firm service to secondary Points of Delivery within the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.
- (4) Firm service to secondary Points of Delivery outside the Primary Path beginning with service charged the applicable Maximum Rate followed by firm service to secondary Points of Delivery outside the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.
- (5) Interruptible service and authorized overruns to Points of Delivery beginning with service charged the applicable Maximum Rate followed by service to Points of Delivery charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.

(6) Gas Parking Service

Within each service category provided in (1) through (4) above, Shipper may provide a ranking of individual Points of Delivery within the Service Agreement in the event the entirety of the nomination cannot be scheduled.

- (C) If Rover is unable to schedule all Quantities nominated because of a constraint other than at a Point of Receipt or Point of Delivery, Rover shall schedule Gas through such point of constraint in the following order:

- (1) Firm service from primary Points of Receipt to primary Points of Delivery
- (2) Firm service utilizing secondary Points of Receipt and/or secondary Points of Delivery within the Primary Path beginning with service charged the applicable Maximum Rate followed by firm service charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.
- (3) Firm service utilizing secondary Points of Receipt and/or secondary Points of Delivery outside the Primary Path beginning with service charged the applicable Maximum Rate followed by firm service charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.
- (4) Interruptible service and authorized overruns beginning with service charged the applicable Maximum Rate followed by service charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.

Within each service category provided in (1) through (3) above, Shipper may provide a ranking of individual Points of Receipt and Points of Delivery within the Service Agreement in the event the entirety of the nomination cannot be scheduled.

Shippers paying a Negotiated Rate which exceeds the Maximum Rate will be considered to be paying the Maximum Rate for purposes of this Section 3.2(A), (B) and (C).

To accommodate the multiple categories of priority that may occur under a Transportation Service Agreement and to establish usage billing rates, Shipper shall establish a point to point relationship through specified nominations. These categories will be ranked first on the priority of the Point of Receipt and then on the priority of the Point of Delivery. Authorized Quantities in excess of MDQ shall be scheduled as interruptible.

If the Releasing Shipper and the Replacement Shipper nominate Quantities of Gas in segments that overlap, the Quantities shall be scheduled in accordance with this Section 3.2. If the Quantities have equal priority and the sum of the Quantities cannot be scheduled, the Quantities shall be scheduled pro rata unless the Releasing Shipper specifies otherwise in the Shipper Notice.

- (D) If the actual Quantities of Gas received or delivered vary from scheduled Quantities on any particular Gas Day, such daily scheduling variance shall be subject to daily scheduling penalties pursuant to Section 5.1 herein.
- (E) Should Shipper be unable to accept the Quantities of Gas tendered at the Points of Delivery on any Gas Day, then Rover may refuse to receive Gas at the Points of Receipt on such Gas Day.
- (F) Rover shall have the unqualified right to commingle Gas transported hereunder with Gas from other sources, and to treat and handle all such Gas as its own. It is recognized that Gas delivered by Rover will not be the same molecules as those received at the Points of Receipt.
- (G) Once service is nominated and scheduled for any Day as primary or secondary firm service, such service shall not be bumped by another Shipper for the purpose of scheduling any other service, including primary firm service, for such Day. In the event that all or part of an interruptible Shipper's scheduled Quantity is reduced as the result of a nomination by a firm Shipper in the Evening Cycle or the Intra-day 1 Nomination Cycle, such interruptible Shipper shall be notified of the bump through the Customers Activities Website. As provided in Section 3.1(C), bumping is not allowed during the Intraday 3 Nomination Cycle.

3.3 Predetermined Allocations

Allocations of gas to a Shipper at Points of Receipt and Points of Delivery without an OBA shall be administered in accordance with NAESB standards as follows:

- (A) Parties may agree upon one of the following allocation methodologies: ranked, pro rata, percentage, swing and operator provided value. In the event the parties cannot agree on an allocation methodology, pro rata based on confirmed nominations will be used as the default method. The party responsible for custody transfer (the party performing the measurement function) must provide the

allocation to Rover. Rover will accept such allocation if operationally and administratively feasible.

- (B) In addition, for all Natural Gas to be delivered to Shipper, Shipper shall cause the operating party of facilities immediately downstream of Rover's Points of Delivery to provide a predetermined allocation methodology to be used in allocating said Gas through the Points of Delivery. In the event Shipper provides optional end user information with its nomination, Shipper shall provide a predetermined allocation methodology acceptable to Rover to be used in allocating said Gas through the Points of Delivery.
- (C) The allocation methodology shall be provided to Rover before the start of the Gas Day that Gas is to be tendered to Rover and shall prescribe the methodology for all Service Agreements for which Quantities have been scheduled at such Points of Receipt and Points of Delivery.
- (D) In the event no methodology acceptable to Rover is provided, Rover shall allocate the actual Quantities received or delivered by Rover among Shippers based on the ratio of each scheduled Quantity to the total scheduled Quantities of Gas at such Points of Receipt or Points of Delivery applied to the total Quantity actually received or delivered by Rover.
- (E) Changes to the daily allocation methodology must be submitted and confirmed before the start of the Gas Day and shall be effective prospectively. No retroactive reallocation of any transaction shall be permitted.
- (F) Rover shall not have any liability to any Shipper as a result of Rover's reliance on any allocation methodology described herein, and Shipper shall indemnify Rover from and against any and all losses, damages, expenses, claims, suits, actions and proceedings whatsoever threatened, incurred or initiated as a result of Rover's reliance on such allocation methodology, except to the extent such loss, damage, expense, claim, suit, action or proceeding is the result of Rover's negligence, bad faith or willful misconduct.

GENERAL TERMS AND CONDITIONS

4. CURTAILMENT AND INTERRUPTION

Rover shall have the right to curtail, interrupt or discontinue Transportation service in whole or in part, on all or a portion of its system at any time for reasons of force majeure. Rover shall use reasonable efforts to provide Shipper such notice of the curtailment as is reasonable under the circumstances.

Nothing contained in this Section shall be deemed to limit Rover's ability to issue OFOs in accordance with Section 6 of these General Terms and Conditions.

4.1 Curtailment

In the event of curtailment, service shall be curtailed in the following order:

- (A) Gas Parking Service associated with curtailed Points of Receipt or Delivery.
- (B) Interruptible service and authorized overruns beginning with service charged a rate less than the applicable Maximum Rate in sequence starting with the rate least proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate) followed by service charged the Maximum Rate. For multiple transactions at the same percentage of Maximum Rate, Quantities of Gas will be curtailed pro rata.
- (C) All scheduled firm transactions, whether primary or secondary, on a pro rata basis.

4.2 Transportation Supply

Curtailment related to insufficient receipts will occur when Rover is actually experiencing a related threat to the operational integrity of its system.

Rover will isolate the smallest area of its system possible and make a diligent effort to determine the cause of insufficient receipts. If Rover is unsuccessful in identifying delinquent Shippers, then Rover will curtail all Shippers that do not have confirmed receipts within that isolated area in the order specified in Section 4.1 above.

Rover will continue the interruption with respect to others only as long as the identity of the offending Shipper is unknown or until its system has stabilized. Shippers with actual receipts that are confirmed by Rover will not be subject to supply curtailment for those receipts.

4.3 Curtailment Reports and Notices

- (A) Rover shall use reasonable efforts to provide Shipper or OBA Party with notice of curtailment at a time and in a manner that is reasonable under then existing conditions, and shall in any event confirm the notice given.
- (B) Rover shall have no responsibility to inform Shipper's or OBA Party's end users, suppliers, other transporters and any others involved in the transaction, as to any notice of curtailment.

4.4 Curtailment Compliance

- (A) When a curtailment notice has been issued, the affected Shipper or OBA Party shall undertake the required action set forth in the curtailment notice. Failure to comply with a curtailment notice shall subject Shipper to the penalty provisions of Section 6 herein as if such curtailment notice were an OFO.
- (B) Shipper or OBA Party shall indemnify Rover from and against any and all losses, damages, expenses, claims, suits, actions, and proceedings whatsoever threatened, incurred, or initiated as a result of Rover's performance hereunder, except to the extent such loss, damage, expense, claim, suit, action or proceeding is the result of Rover's negligence, bad faith or willful misconduct.
- (C) Without regard to any other remedy provided by law or by the provisions hereof, Rover shall be entitled to seek an order from the Commission or any other appropriate tribunal requiring compliance with curtailment or interruption ordered by Rover in compliance with this Section 4 or any directive from any governmental authority having jurisdiction.

GENERAL TERMS AND CONDITIONS

5. TRANSPORTATION BALANCING

5.1 Daily Scheduling

- (A) Each Transportation Service Agreement and Operational Balancing Agreement (OBA) with a daily scheduling variance exceeding the Tolerance Level as stated in the applicable Rate Schedule or OBA, shall be subject to a daily scheduling penalty in accordance with this Section 5.1; provided, however, that no individual Service Agreement receiving or delivering Gas at a Point of Receipt or Point of Delivery shall be assessed a daily scheduling penalty if: (1) the aggregate receipts or deliveries for all Service Agreements at such Point, as applicable, do not exceed the aggregate Quantity scheduled at such point by the Tolerance Level or (2) an interruptible Shipper's scheduled Quantity for a Gas Day has been reduced as a result of a nomination by a firm Shipper during the Evening Nomination Cycle, the Intra-day 1 Nomination Cycle or the Intraday 2 Nomination Cycle in Section 3.1(C) herein. In addition, to prevent a Shipper from being penalized twice for the same misconduct, a Service Agreement with daily scheduling variances in the same direction (over receipts and over deliveries or under receipts and under deliveries) at the Points of Receipt and Points of Delivery, will not be assessed a penalty on the lesser variance.
 - (1) Except as set forth below, daily scheduling variance shall be the absolute value of the percentage of: (a) the difference between the scheduled Quantities at each Point of Receipt and each Point of Delivery each Gas Day and the Quantity of Gas allocated to such point divided by (b) Quantities scheduled for receipt or delivery, as applicable.
 - (2) When Shipper is utilizing a Point of Receipt or Point of Delivery with service provided by an OBA Party, as applicable, Shipper's confirmed nomination Quantity at such point will be the actual Quantity for purposes of calculating the daily scheduling variance.
 - (3) The daily scheduling variance for an OBA Party will be the difference between the total actual Quantity and the total confirmed nomination Quantity for that OBA's Point of Receipt or Point of Delivery each Gas Day.
- (B) To minimize daily scheduling variances, Rover will make available receipt or delivery information as follows:
 - (1) Allow point operators access to real time, unverified receipt or delivery data through direct communications with remote EGM terminals.

- (2) Posting on the Customer Activities Website unverified receipt or delivery data for receipts and deliveries obtained from remote EGM terminals on a timely basis.
- (3) Posting on the Customer Activities Website verified data within twenty-four (24) hours after the end of the Gas Day.
- (C) To avoid issuance of an OFO pursuant to Section 6, Rover shall notify Shipper of a daily scheduling variance, and Shipper shall, within a reasonable time, adjust nominated or actual receipts or deliveries of Gas in order to maintain a daily balance between actual receipts and scheduled receipts and between actual deliveries and scheduled deliveries.
- (D) The daily scheduling penalty for the applicable Rate Schedule shall be equal to the Supply Zone to Market Zone South rate, stated on a one hundred percent (100%) load factor basis. The daily scheduling penalty shall be billed in accordance with Section 16 herein.

5.2 Monthly Balancing

Shipper shall have the responsibility to maintain a concurrent balance between Quantities of Gas received, adjusted for appropriate Fuel Reimbursement, and Quantities of Gas delivered each Month under each Transportation Service Agreement. If Shipper does not maintain a concurrent balance between Quantities of Gas received, adjusted for appropriate Fuel Reimbursement, and Quantities of Gas delivered, the resulting contract imbalance will be cashed out in accordance with this Section 5.2 to eliminate contract imbalances accumulated during the Month and to provide added incentives to Shippers to comply with their monthly balancing responsibilities. Monthly balancing shall be applicable to OBA Parties on a primary liability basis, with affected Shippers secondarily liable for any penalties assessed.

(A) Contract Imbalance

(1) Transportation Service Agreements

A contract imbalance for a Transportation Service Agreement shall be the difference between actual Quantities of Gas received, less appropriate Fuel Reimbursement, and actual Quantities of Gas delivered during the Month under the Transportation Service Agreement. To the extent Shipper is utilizing service at a Pool Point or a meter with an OBA Party, Shipper's confirmed nomination Quantities at that Pool Point or meter will be used as the actual Quantity for purposes of calculating the imbalance level in accordance with Section 5.2(C) below.

(2) Operational Balancing Agreements

The contract imbalance for an OBA Party shall be based on the difference between total actual Quantities of Gas received or delivered through the affected meter and the total aggregated confirmed nomination Quantities for that meter, which shall be used as the actual Quantities of Gas received or delivered for purposes of Section 5.2(C) below.

(B) Minimization of Contract Imbalances for Transportation Service Agreements

(1) Contract Imbalance Netting

In order to minimize the monthly Quantity of excess receipts and deliveries pursuant to this Section 5.2, all of Shipper's Transportation Service Agreements within the same Operational Impact Area, as described in Section 5.2(B)(3) below, shall be matched by Points of Receipt and Points of Delivery. The total Quantity of Gas received and delivered under Shipper's Transportation Service Agreements within the same Operational Impact Area shall be netted and excess receipts or excess deliveries shall be determined only after such netting. Such netting of contract imbalances does not relieve Shipper of the obligation to pay all applicable transportation charges for the Quantity of Gas actually delivered to Shipper during the Month.

(2) Contract Imbalance Trading

- (a) Shipper may authorize contract imbalances under Shipper's Transportation Service Agreements within the same Operational Impact Area, as described in Section 5.2(B)(3) to be posted for trading after the Shipper has minimized excess receipts and deliveries by netting pursuant to Section 5.2(B)(1) above.
- (b) An authorization to post imbalances (pursuant to NAESB WGQ Standard No. 2.4.9) that is received by Rover by 11:45 a.m. should be effective by 8:00 a.m. the next Business Day. An imbalance that is previously authorized for posting should be posted on or before the ninth Business Day of the month.
- (c) Rover shall provide the ability to post and trade imbalances until at least the close of the seventeenth (17th) Business Day of the Month.
- (d) Shippers may trade contract imbalances with other Shippers having Transportation Service Agreements within the same Operational Impact Area, as described in Section 5.2(B)(3) below. Contract imbalances must be traded with contract imbalances in the

opposite direction and such trade must move Shipper's imbalance closer to zero. When trading imbalances, a Quantity must be specified.

- (e) An imbalance trade can only be withdrawn by the Initiating Shipper and only prior to the confirming Shipper's confirmation of the trade. An Imbalance trade is considered final when confirmed by the confirming Shipper and effectuated by Rover.

(3) Operational Impact Area

For purposes of this Section 5.2(B), two or more Transportation Service Agreements shall be deemed to be within the same Operational Impact Area only if the Gas transported under the Transportation Service Agreement during the Month was: (1) delivered within the Supply Zone; (2) delivered within the Mainline Zone; (3) delivered within the Market Zone North; or (4) delivered within the Market Zone South. Under a Transportation Service Agreement where Gas is delivered in both the Supply Zone and/or one or more of the market zones during the Month, the Transportation Service Agreement shall be deemed to be within the Operational Impact Area in which the greatest Quantity of Gas was delivered during the Month.

Nothing contained in this Section 5.2(B) shall require Rover to incur a financial loss as a result of netting and trading excess receipts and excess deliveries or to continue such netting and trading if doing so would be inconsistent with the prudent operation of Rover's pipeline system.

(C) Imbalance Level

The imbalance level for any Transportation Service Agreement shall be the absolute value of the contract imbalance after minimizing the imbalance in accordance with Section 5.2(B) herein divided by actual monthly deliveries. The imbalance level for an OBA Party shall be the absolute value of the monthly contract imbalance divided by actual monthly deliveries.

(D) Imbalance Due Rover

For contract imbalances, after minimization in accordance with Section 5.2(B) herein, where actual deliveries exceed actual receipts, less Fuel Reimbursement, Shipper or party shall pay Rover based on the accumulated sum of the results of the formulas listed below:

<u>Imbalance Level</u>	<u>Factor</u>	<u>Results</u>
0% - ≤ 5%	1.00	(price x Quantity ≤ 5%)
> 5% - ≤10%	1.10	(price x Quantity > 5% and ≤10%)
>10% - ≤15%	1.20	(price x Quantity >10% and ≤15%)
>15% - ≤20%	1.30	(price x Quantity >15% and ≤20%)
>20% - ≤25%	1.40	(price x Quantity >20% and ≤25%)
>25%	1.50	(price x Quantity >25%)

The amount due Rover for each imbalance level shall be determined by multiplying the corresponding imbalance level factor by the highest weekly Spot Index Price of the four zones listed in Section 5.2(F) herein for the Month in which the contract imbalance was incurred, times the Quantity within each imbalance level.

In the event of default by an OBA Party, Shipper is responsible for the payment provisions contained in this Section 5.2(D); provided, however, that in the event that more than one Shipper is receiving service from an OBA Party, such Shipper shall be cashed out according to the predetermined allocation methodology given to Rover. In the absence of a PDA, each Shipper's pro rata share of actual Quantities received shall be used to determine cash out bills.

(E) Imbalance Due Shipper or Party

For contract imbalances, after minimization in accordance with Section 5.2(B) herein, where actual receipts exceed actual deliveries, less Fuel Reimbursement, Rover shall purchase from Shipper or party such excess receipts. Rover shall pay Shipper based on the accumulated sum of the results of the formulas listed below:

<u>Imbalance Level</u>	<u>Factor</u>	<u>Results</u>
0% - ≤ 5%	1.00	(price x Quantity ≤ 5%)
> 5% - ≤10%	.90	(price x Quantity > 5% and ≤10%)
>10% - ≤15%	.80	(price x Quantity >10% and ≤15%)
>15% - ≤20%	.70	(price x Quantity >15% and ≤20%)
>20% - ≤25%	.60	(price x Quantity >20% and ≤25%)
>25%	.50	(price x Quantity >25%)

The amount due Shipper for each imbalance level shall be determined by multiplying the corresponding imbalance level factor by the lowest weekly Supply Spot Index Price, as determined in Section 5.2(F) herein, for the Month in which the contract imbalance was incurred times the Quantity within each imbalance level.

(F) Spot Index Price

Each week a Spot Index Price will be derived for each of Rover's rate zones based upon the Weekly Weighted Average Price published by Gas Daily as specified below:

- (1) Supply Spot Index Price shall be based on Gas Daily's Weekly Weighted Average Price for Appalachia, Dominion, North Point.
- (2) Mainline Zone Spot Index Price shall be based on Gas Daily's Weekly Weighted Average Price for Upper Midwest, Chicago city-gates.
- (3) Market Zone North Spot Index Price shall be the average of Gas Daily's Weekly Weighted Average Price for Upper Midwest, Mich Con city-gate and Dawn, Ontario.
- (4) Market Zone South Spot Index Price shall be the average of the Gas Daily's Weekly Weighted Average Price for Louisiana/Southeast, Columbia Gulf, mainline and Trunkline, Zone 1A.

In the event that these prices are no longer available or valid, Rover will file to change the Tariff and may, at its discretion, select a representative price in the interim period, subject to adjustment.

5.3 Unauthorized Overrun Penalty

If on any Gas Day during the Month, Shipper takes Quantities in excess of the MDQ as stated in the Service Agreement and such Quantities have not been scheduled by Rover, then, in addition to the overrun charge set forth in the applicable Rate Schedule, Shipper shall be subject to a penalty for each Dt taken in excess of the greater of the MDQ or the scheduled Quantity. For unauthorized overrun quantities that are delivered on a Transporting Pipeline, Rover will apply the daily and monthly unauthorized overrun tolerance level in accordance with such Transporting Pipeline's tariff before determining the Quantities subject to the unauthorized overrun penalty provided for in this Section 5.3. The unauthorized overrun penalty rate is two times the Rate Schedule ITS rate for the zones used for each Dt taken in excess of the greater of the MDQ or the scheduled Quantity.

5.4 Third-Party Imbalance Management Services

Subject to the conditions set forth in this Section, a Shipper may obtain services from a third-party provider to manage imbalances between actual receipts and deliveries; to manage variances between scheduled and actual deliveries; and to supply gas for overruns.

- (A) Rover and the third-party provider shall have entered into an agreement which defines how such provider will accommodate Shipper's imbalances, scheduling variances, or overruns, how the provider is to make the corresponding operational changes, the limitations on the level of imbalances, scheduling variances and overruns to be accommodated and the consequences if such levels are exceeded or operational changes are not made. The agreement must provide Rover with the ability to call on the third-party provider on a basis consistent with service offered by the third-party provider to the Shipper. The agreement must also specify a predetermined allocation methodology and shall specify the extent to which and the conditions under which the Shipper shall be kept whole because the third-party provider is agreeing to take the imbalance, scheduling variance or overrun. If there is an OBA at the point at which the imbalance management service is to be provided, the agreement must also provide that Rover shall not be responsible for balancing within the agreed limits of the management service.
- (B) Rover and the Shipper shall have entered into an agreement designating the Service Agreements for which the third-party provider will take the imbalance, scheduling variance, or overrun and designating the point(s) at which the third-party provider will provide the imbalance management service. The point(s) designated must have electronic real-time metering or must be otherwise agreeable to Rover.

The conditions set forth in this Section are minimum conditions that all third-party providers and Shippers utilizing such services must satisfy. When a specific third-party management service is proposed, Rover may require the third-party provider and Shipper to satisfy additional conditions, including, without limitation, performance or credit and payment assurances, communication protocols, including the availability of operating personnel during non-business hours, and normal and customary contractual terms and conditions. Rover shall not be obligated to enter into any agreement to accept third-party imbalance management services which would, in Rover's reasonable judgment, impair its ability to meet its existing system requirements or which would not relieve Rover of the need to manage (to the extent of the third-party service) the Shipper's imbalances, scheduling variances and overruns

GENERAL TERMS AND CONDITIONS

6. OPERATIONAL FLOW ORDERS (OFOs)

- 6.1 Rover will have the right to issue an OFO to any Shipper or OBA Party when, in Rover's reasonable judgment, such OFO is required to alleviate conditions which threaten system integrity, safety or reliability of service. An OFO may be issued on a contract basis or on all or a portion of the system. An OFO may be issued to a particular Shipper or OBA Party creating the need for the OFO or to Shippers or OBA Parties on all or part of the system when in the absence of such Shipper's or OBA Party's action an OFO would not be required. When an OFO is issued, Rover will endeavor to minimize the Shippers and OBA Parties and Quantities affected. An OFO will not be issued to protect interruptible service.

Examples of conditions which may cause OFOs to be issued include, but are not limited to:

- (A) Actual receipts exceeding scheduled receipts causing high pressure to back off scheduled receipts;
 - (B) Unscheduled pipeline maintenance and repairs affecting capacity;
 - (C) Non-compliance with the balancing requirements of any service where such non-compliance threatens Rover's system integrity; and
 - (D) When the applicable Tolerance Level has not been exceeded by an individual Shipper or OBA Party, but pipeline operations require tighter Tolerance Levels.
- 6.2 Prior to issuing an OFO, Rover will take all reasonable actions to minimize the issuance and adverse consequences of the OFO. These actions may include, but are not limited to, requiring firm Shippers to utilize primary Points of Receipt and Delivery and limiting Shippers or OBA Parties to the hourly flow rate and limitations in accordance with the provisions of this Tariff and the Service Agreement.
- 6.3 (A) The OFO shall specify the action(s) necessary to alleviate the conditions set forth in Section 6.1. These actions may include, but are not limited to, the elimination of Unauthorized Overruns and the reduction of scheduling variances. If the Shipper or OBA Party subject to the OFO does not comply with the OFO, then the Shipper or OBA Party shall pay, for all Quantities delivered or received in non-compliance with the OFO, the greatest of (a) \$25 per Dt, (b) two (2) times the highest daily price published in Gas Daily, Daily Price Survey, Upper Midwest, Chicago city-gates per Dt, (c) two (2) times the highest daily price published in Gas Daily, Daily Price Survey, Upper Midwest, Mich.Con city-gate per Dt, or (d) two (2) times the highest daily price published in Gas Daily, Daily Price Survey, Upper Midwest, Dawn Ontario for the Day per Dt (Saturday and Sunday shall be the preceding Friday price); provided, however, in no event will this penalty apply until Shipper or OBA Party

has had at least three hours to take the actions required to comply with the OFO or Shipper or OBA Party is unable to comply due to force majeure, as defined in Section 19 herein. For purposes of this Section 6.3(A), if the OFO requires the reduction of scheduling variances, the Shipper or OBA Party subject to the OFO shall be deemed in compliance with the OFO if the actual Quantities do not vary from the Quantities specified in the OFO by more than the tolerance level stated in the OFO, which shall not be less than two percent (2%).

- (B) When an OFO is issued, daily scheduling and unauthorized overrun penalties applicable to the affected Shipper or OBA Party and affected Quantities will be replaced by the penalty provisions of the OFO.

6.4 Nothing shall limit Rover's right to take action as may be required to physically adjust actual receipts and actual deliveries of Gas in order to alleviate conditions which threaten the integrity of its system.

6.5 If Shipper or OBA Party has no daily scheduling variance on receipts and no contract imbalances, Rover will not issue an OFO requiring that Shipper or OBA Party to increase receipts. Additionally, Shipper will not be required to increase deliveries to Rover in excess of Shipper's MDQ.

6.6 Situation Reports, Notices and Indemnity

- (A) Rover shall provide Shipper or OBA Party with as much advance notice of OFOs as is reasonable under then existing conditions through the Website. Each Shipper, OBA Party and point operator shall designate one or more persons for Rover to contact on operational matters on a 24-hour a day, 365 days a year basis. Telephone and facsimile numbers as well as e-mail address must be provided for such person or persons. If Rover is unable to contact any Shipper, OBA Party or point operator because the designated contact person(s) is unavailable, such Shipper, OBA Party or point operator shall be responsible for any consequences arising from such failure of communications. The notice will provide the time and date of issuance of the OFO, the time and date the OFO is to become effective, the time the OFO is expected to remain in effect, the action required of the Shipper or OBA Party, the reason for issuing the OFO, together with operating variables providing the basis for issuing the order, and any other information which may be required in the circumstances. Ordinarily, the notice will be issued by 10:00 a.m. CCT on the Gas Day before the OFO is to be effective. The OFO will ordinarily become effective at 9:00 a.m. CCT on the following Gas Day. When operating conditions so require, three hours notice, or lesser notice if necessary, may be given and may provide that the OFO will become effective before the commencement of the next Gas Day. When an OFO becomes effective, Shipper or OBA Party shall use its best efforts to comply with the OFO as soon as possible but in no event later than three hours, after which the penalty provided for in this Section shall apply. An OFO may be issued for a specific period of time or until

further notice is given. Such notice shall be provided to the person, including any agent, designated by the Shipper or OBA Party to submit or confirm nominations. Rover will post notification and provide updated information concerning the need for the OFO on the Website at the commencement of the Gas Day until Rover notifies the Shipper or OBA Party that the order is no longer effective. Within sixty (60) days following the end of the OFO, Rover will post on the Website a report detailing the conditions that required the issuance and termination of the OFO.

- (B) Rover shall have no responsibility to inform Shipper's or OBA Party's end users, suppliers, other transporters or any others involved in the transaction, as to any OFO.
- (C) Compliance with an OFO and the other terms and conditions of Rover's Tariff is essential to Rover's ability to provide deliveries and services under all rate schedules. A failure by one or more Shippers or OBA Parties to comply with an OFO may affect Rover's ability to provide such deliveries and services. In such event and in addition to other provisions hereof and not in lieu of any other remedies or defenses available in law or at equity with respect to any person, Rover will have no liability or responsibility for its inability to provide deliveries and services to any Shipper or OBA Party failing to comply with an OFO and will be indemnified and held harmless by the Shipper(s) or OBA Party(s) failing to comply with Rover's Tariff and in particular the provisions of this Section 6 against any claims related to the failure to provide deliveries and services, except to the extent such claims are the result of Rover's negligence, bad faith or willful misconduct.

GENERAL TERMS AND CONDITIONS

7. OPERATIONAL BALANCING AGREEMENTS (OBA)

- 7.1 For the purpose of minimizing operational conflicts between various pipeline facilities with respect to the delivery of Gas to and from Rover's facilities, Rover may execute an OBA in the form set forth on Rover's Website (under Informational Postings, Forms, General Forms) with an operator of a Point of Receipt or a Point of Delivery on Rover's system (herein called OBA Party). Such OBA shall specify the Gas custody transfer procedures to be followed by Rover and OBA Party for the confirmation of scheduled Quantities to be received by Rover at the Point of Receipt or delivered by Rover at the Point of Delivery. Such OBA will provide that any variance between actual Quantities and confirmed nomination Quantities at the point where the OBA is in place for any Gas Day shall be subject to daily scheduling and monthly balancing provisions as set forth in Sections 5.1 and 5.2 herein and that such daily scheduling and monthly balancing variances are the responsibility of the OBA Party. The Tolerance Level for an OBA shall be ten percent (10%).

To facilitate such determination of variances on a timely basis, Rover and the OBA Party will agree in the OBA on necessary measurement and accounting procedures. Rover shall post on the Website those Points of Receipt and Points of Delivery at which an OBA is in effect.

- 7.2 On any Gas Day, at any Point of Receipt or Point of Delivery at which an OBA is in effect, any daily scheduling variance arising under any Service Agreement between Shipper and Rover that is attributable to variances between actual and scheduled Quantities at such point shall be resolved pursuant to the terms of the applicable OBA, and Shipper shall not be subject to a daily scheduling penalty. Confirmed nomination Quantities will be allocated to Shipper's Service Agreement for purposes of monthly balancing as described in Section 5.2 herein. When Rover enters into an OBA with a regulated interstate or intrastate pipeline, Rover may waive the daily scheduling provisions in Section 5.1 herein and the monthly balancing provisions in Section 5.2 herein to maintain operational flexibility.
- 7.3 Except as required under Section 284.12(b)(2)(i) of the Commission's regulations, Rover shall have no obligation to negotiate and execute an OBA with any party.

GENERAL TERMS AND CONDITIONS

8. MISCELLANEOUS PURCHASES AND SALES

Rover may from time to time, in its discretion, enter into purchase or sale transactions with third parties to maintain system operations, to maintain line pack or to perform other functions in connection with Transportation (Operational Transactions). Such sales shall be made pursuant to Rover's blanket sales certificate and are unbundled from transportation service. Operational Transactions may include, but are not be limited to, purchases or sales or borrowing or tendering gas for return at a later date to (i) maintain system pressure; (ii) balance fuel quantities; (iii) replace gas losses; and (iv) perform other operational functions of Rover. Operational Transactions shall be made on a nondiscriminatory basis and will have a lower priority than firm service.

Operational Transactions for sales of gas shall be conducted through an open season posted on Rover's Website in accordance with the applicable bidding procedures which will be posted at the time of the Operational Transaction offer.

Rover reserves its right, in its sole discretion to: (i) remove its posting(s) without proceeding with an Operational Transaction; (ii) reject all bids due to operational changes; (iii) reject any bids which do not meet or which contain modifications to the terms of the posting or which contain terms which are operationally unacceptable.

Rover shall file an annual report indicating the source of the Operational Transaction pursuant to this Section 8, the date of transaction, the volume, the purchase or sale price, the costs and revenues from the Operational Transaction, the disposition of the associated costs and revenues, and an explanation of the purpose of the Operational Transaction. The annual report shall be filed on or before January 31 of each year, reflecting Operational Transactions for the 12-month period ending October 31 of the previous year.

GENERAL TERMS AND CONDITIONS

9. CAPACITY RELEASE

9.1 Capacity Eligible for Release

- (A) Shippers under Rate Schedule FTS shall be permitted to release their capacity on a temporary or permanent basis, in accordance with this Section 9. Capacity which may be assigned to the Replacement Shipper hereunder shall be limited to the firm capacity reserved by the Releasing Shipper, as defined by the primary Points of Receipt and the primary Points of Delivery contained in the released capacity. Releases may be made on an interruptible (i.e., subject to recall) or firm basis and may be billed by Rover based on usage.
- (B) Rover shall continue to sell its unsubscribed firm capacity by providing notice of the availability of such capacity on the Website. Rover may also market posted available capacity using other marketing services.

9.2 Shipper Release Notice

- (A) A Shipper that desires to release any or all of its firm capacity under this Section 9 must notify Rover electronically on the Customer Activities Website or through electronic data interchange of its intent to release capacity and the terms of the release (hereinafter referred to as "Shipper Notice"). A Shipper Notice shall be posted on the Customer Activities Website upon receipt by Rover or such later time which must comply with the timeline set forth in Section 9.4(B) herein, as requested by Releasing Shipper. This Shipper Notice shall include:
 - (1) Releasing Shipper's contract number;
 - (2) The specific quantity of capacity to be released;
 - (3) If the request for release is on a permanent basis;
 - (4) The Points of Receipt and Points of Delivery at which Releasing Shipper will release capacity and the quantity of capacity to be released at each point;
 - (5) The period of time or term of the release;
 - (6) The conditions of Releasing Shipper's right of recall as well as methods and rights associated with returning the previously recalled capacity to the Replacement Shipper, if applicable;

- (7) Whether contingent bids will be accepted and when the contingency must be removed;
- (8) The identity of a Pre-arranged Replacement Shipper (PRS), if applicable;
- (9) The minimum rate expressed in dollars and cents, percentage of Maximum Rate or the index-based formula as detailed in the capacity release offer, term, and quantity of capacity Releasing Shipper shall accept, if any, and whether bids using a volumetric rate for the collection of Reservation Charge will be accepted and whether Releasing Shipper requires a volumetric commitment. The maximum volumetric rate that may be bid shall not exceed the one hundred percent (100%) load factor equivalent of the maximum Reservation rates. The one hundred percent (100%) load factor equivalent for such rates equals the overrun rate for the applicable service being released as set forth on the Currently Effective Rates for the applicable Rate Schedule. Rover shall support volumetric releases with volumetric commitments by fully accounting for volumetric and reservation components, consistent with the rules and regulations enunciated by the Commission. The maximum reservation rate that may be bid shall not exceed the Maximum Rate for the applicable service being released as set forth on the Currently Effective Rates for the applicable Rate Schedule. Notwithstanding the above, no rate limitation shall apply to a capacity release for a period of one year or less if the release is to take effect on or before one year from the date on which Rover is notified of the release;
- (10) The duration of the posting which may not be less than the minimum bid period specified in Section 9.4(B) herein;
- (11) The best bid criterion, the method by which volumetric or contingent bids will be evaluated, and any alternate, objective and nondiscriminatory method for breaking ties. The best bid evaluation method established by Releasing Shipper must be objectively stated, applicable to all PRS or Replacement Shippers and not unduly discriminatory and shall enable Rover to rank the bids received by utilizing the weight assigned by Releasing Shipper to each element of the Shipper Notice;
- (12) If the release is for any period of thirty-one (31) days or less and is exempt from bidding in accordance with Section 9.3(A), the Releasing Shipper may designate in the Shipper Notice the winning bid criterion to be the first acceptable bid received;
- (13) Restrictions, if any, on the PRS or Replacement Shipper's ability to request changes in primary Points of Receipt or primary Points of Delivery;

- (14) Whether the Shipper Notice may be rejected in part in the event Rover rejects such Shipper Notice pursuant to Section 9.7; and
 - (15) Whether the Replacement Shipper is (a) an asset manager as defined in Section 284.8(h)(3) of the Commission's Regulations and, if so, include the volumetric level of the asset manager's delivery or purchase obligation and the time period during which that obligation is in effect or (b) a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission's Regulations.
- (B) Releasing Shipper shall post the Shipper Notice on the Customer Activities Website. Releasing Shipper may withdraw its Shipper Notice at any time prior to the close of the bid period specified in the Shipper Notice herein when unanticipated circumstances justify and no minimum bid has been made.
 - (C) When a Releasing Shipper presents a PRS that is on the approved bidders list, such PRS shall acknowledge the Shipper Release Notice electronically.
 - (D) The terms a Releasing Shipper imposes may not conflict with any provision of the Service Agreement, Rate Schedule or General Terms and Conditions. In the event of such conflict, Rover may withdraw the Shipper Notice from posting.

9.3 Exceptions to Bidding

- (A) The following capacity releases are exempt from the bidding process set forth in Section 9.4 herein:
 - (1) A capacity release for any period of thirty-one (31) days or less. A firm shipper shall not roll over, extend or in any way continue such capacity release to the same Replacement Shipper until twenty-eight (28) days after the first release period has ended. This 28-day period does not apply to any release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding set forth in Sections 9.3(A)(2), (3) or (4) below.
 - (2) A capacity release for more than one year at the maximum tariff rate.
 - (3) A capacity release to an asset manager as defined in Section 284.8(h)(3) of the Commission's Regulations.
 - (4) A capacity release to a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission's Regulations.

- (B) In the event a capacity release is exempt from bidding in accordance with Section 9.3(A) herein, the Releasing Shipper presents a PRS that is on the approved bidders list, and such PRS agrees to all conditions of the release prior to the submission of the Shipper Notice to Rover, the released capacity will be assigned to the PRS and such Shipper Notice shall be exempt from the bidding process in accordance with Section 9.4 herein. The PRS will be posted as the winning bidder in accordance with Section 9.4(I) herein.

(C) Timing of Capacity Releases Exempt from Bidding

For non-biddable releases:

- The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. The posting deadlines are:
 - Timely Cycle 12:00 Noon
 - Evening Cycle 5:00 p.m.
 - Intraday 1 Cycle 9:00 a.m.
 - Intraday 2 Cycle 1:30 p.m.
 - Intraday 3 Cycle 6:00 p.m.
- The capacity release addendum is issued within one hour of the award posting (with a new capacity release addendum number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum.

9.4 Bidding Process

- (A) In order to submit a valid bid under this capacity release program, any party, including a PRS, must be on the approved bidders list. To be on the approved bidders list, a party must meet the provisions of Section 2 herein and have executed a capacity release service agreement with Rover in the form as set forth in this Tariff (Capacity Release Service Agreement). A party shall remain on the approved bidders list until such party notifies Rover to the contrary, no longer meets the credit qualifications in Section 24 herein, or is suspended from the approved bidders list in the event and for such time as such party fails to pay part or all of the amount of any bill for service in accordance with Section 16 herein.
- (B) The capacity release timeline in Central Clock Time applies to all parties involved in the capacity release process provided that: 1) all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered, 2) for index-based capacity release transactions, the Releasing Shipper has provided

Rover with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and (3) there are no special terms or conditions of the release.

Further, Rover may complete the capacity release process on a different timeline if the offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by Rover).

(1) For biddable releases (1 year or less)

- Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- Open season ends at 10:00 a.m. on the same or a subsequent Business Day.
- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.
- Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.
- The capacity release addendum is issued within one hour of the award posting (with a new capacity release addendum number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum.

(2) For biddable releases (more than 1 year)

- Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.
- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.

- Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.
- The capacity release addendum is issued within one hour of the award posting (with a new capacity release addendum number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum.

(3) Timeline for Releases with Special Conditions

For index-based capacity release transactions, the Releasing Shipper shall provide the necessary information and instructions to support the chosen methodology. If the Releasing Shipper specifies a bid evaluation methodology other than highest rate, net revenue or present value, or a permanent release or any other special conditions, the above timelines shall apply; provided, however, one additional Business Day will be added to the evaluation period. Such extended evaluation period shall cause Gas flow to be at least one day later than Gas could flow under the timeline set forth in Section 9.4(B)(1) or Section 9.4(B)(2).

- (C) All bids must be expressed in dollars and cents, percentage of Maximum Rate or the index-based formula as detailed in the capacity release offer, whichever is stated in the Shipper Notice, include the required bid information and must be received and posted electronically through the Customer Activities Website. Bids shall be posted on the Customer Activities Website with any contingencies identified and with the bidder's identity deleted.
- (D) A bidder may submit only one bid at a time in response to a Shipper Notice. A bidder may withdraw its bid through the Customer Activities Website at any time prior to the close of the posting period specified in the Shipper Notice without prejudice to its submitting another bid with an economic value equal to or greater than the economic value of the withdrawn bid.
- (E) Where there is a PRS and a bid which is better than the bid submitted by the PRS, Rover will notify the PRS by 2:00 p.m. Central Clock Time on the day capacity is awarded and the PRS will have until 2:30 p.m. to match the better bid and obtain the right to the released capacity. Rover shall issue an Addendum to the PRS unless a better bid, as defined in Section 9.2(A)(11) herein, is received within the time period specified in the posting. In the event the PRS does not match the better bid, Rover shall issue an Addendum to the party who made the best bid.

- (F) All bids not withdrawn prior to the close of the posting period specified in the Shipper Notice shall be binding.
- (G) In the event that a winning bid has a contingency, and Rover is not notified through the Customer Activities Website that such contingency has been removed within the time period specified in the Shipper Notice, such contingent bid will be rejected by Rover.
- (H) The Releasing Shipper may define in the Shipper Notice the criteria for determining the best bid. If the Releasing Shipper does not specify the criteria, Rover shall use the Net Present Value calculation as set forth in Section 10.3 herein to determine the best bid. If there are multiple bids meeting the minimum conditions, Rover shall rank the bids and Rover shall award the bids, best bid first, until all offered capacity is awarded. Rover will notify, through the Customer Activities Website by 2:00 p.m. Central Clock Time following the end of the posting period, or by 3:00 p.m. Central Clock Time if a matching period is applicable, the PRS or Replacement Shipper that capacity has been awarded.
- (I) Rover will post the winning bids and Replacement Shippers' identity on the Customer Activities Website for at least five Business Days.

9.5 Rights and Obligations of Releasing Shipper

- (A) Regardless of the amount of capacity Releasing Shipper releases under this Section 9, Releasing Shipper shall remain liable for the Reservation Charges attributable to the released capacity unless otherwise agreed to and in advance by Rover. In the event of a permanent release, Rover may, and will not unreasonably refuse to, waive liability of Releasing Shipper for the Reservation Charges. Such permanent release shall provide the same economic value as the original underlying agreement, or such difference shall be funded by the Releasing Shipper, unless Rover agrees otherwise.
- (B) When capacity is awarded to Replacement Shipper, Releasing Shipper must adjust or reconfirm its nominations to reflect the capacity released. Rover will automatically change Releasing Shipper's nominations to zero for the Service Agreement under which capacity was released unless such nominations are adjusted or reconfirmed by the Releasing Shipper.
- (C) When Releasing Shipper partially releases its capacity under a Service Agreement by releasing capacity between specific Points of Receipt and Points of Delivery or by releasing only a portion of its MDQ, Releasing Shipper's Service Agreement shall be deemed to be modified in accordance with the release and Releasing Shipper may not utilize the capacity released during the term of the release.

- (D) Releasing Shipper shall retain all Rights of First Refusal with respect to the released capacity, unless such release is a permanent release.
- (E) In the event of termination of a Replacement Shipper's Addendum pursuant to Section 9.6(C) herein, the released capacity related to such Addendum will revert to the Releasing Shipper.
- (F) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. For the recall notification provided to Rover, Rover's tariff should specify whether the quantity should be expressed in terms of a) total released capacity entitlements or b) adjusted total released capacity entitlements based upon the elapsed prorata capacity. The capacity entitlements resulting from the use of either a) or b) should be the same. The recall notification to Rover shall specify the Quantity in terms of total released capacity entitlements.

9.6 Rights and Obligations of Replacement Shipper

- (A) Any bid submitted will bind Replacement Shipper or PRS to the terms of the bid if Rover selects such bid as the best bid. If all the information provided by the Releasing Shipper and the bidder/PRS is valid, the Replacement Shipper is creditworthy, and there are no special terms and conditions, Rover will issue and execute the Addendum to the Capacity Release Service Agreement within one hour of awarding the winning bid. The capacity release addendum number also will be issued within one hour of the award posting.
- (B) Replacement Shipper may submit nominations pursuant to Section 3 herein beginning at the next available nomination cycle for the effective date of the capacity release addendum; however, in no event will Gas flow on Replacement Shipper's Service Agreement prior to the effective date of the release as posted in the Shipper Notice.
- (C) Replacement Shipper is responsible for payment of the applicable Reservation Charge, and any surcharges thereon, in the amount of its winning bid. Replacement Shipper is also responsible for all other billings, e.g., usage rate and applicable usage surcharges. In the event of payment default, subject to Section 16 herein, Rover may elect to terminate that Replacement Shipper's Capacity Release Service Agreement which shall terminate all service thereunder utilized by the Replacement Shipper.
- (D) Once Replacement Shipper or PRS is notified of a winning bid, such Replacement Shipper or PRS shall have all the rights and obligations specified under the Releasing Shipper's Rate Schedule, the Releasing Shipper's Service Agreement and the General Terms and Conditions of this Tariff including the right to release firm capacity pursuant to this Section unless the conditions prescribed by the Shipper Notice require otherwise.

- (E) A Replacement Shipper shall have the right to reserve primary point capacity up to its MDQ, subject to available capacity.
- (F) Replacement Shipper shall have no Right of First Refusal with respect to the released capacity, unless such release is permanent.
- (G) Replacement Shippers for a capacity release with a term of one year or less that are paying a rate which exceeds the Maximum Rate shall be considered to be paying the Maximum Rate for purposes of scheduling.

9.7 Rights and Obligations of Rover

Rover shall determine, in its sole discretion, the best bid based upon the best bid criteria established pursuant to Section 9.2(A)(11) or Section 9.4(H) herein. Rover shall have the right, but not the obligation, to reject, in whole or in part, the terms of any Shipper Notice or bid which is discriminatory or conflicts with any order or regulation issued by the FERC, or provision of the Service Agreement, Rate Schedule or General Terms and Conditions. Such Shipper Notice shall be rejected in its entirety unless Shipper, pursuant to Section 9.2(A)(14), permits a partial rejection. Rover shall provide simultaneous notification to Shipper, through the Customer Activities Website, of the reason(s) for rejecting a release notice with the notice of rejection. Rover shall not have any liability to any Shipper, Releasing Shipper, Replacement Shipper, bidder or any other party as a result of Rover's performance of its obligations under its capacity release program, and such Shippers, Releasing Shippers, Replacement Shippers, and bidders shall indemnify Rover from and against any and all losses, damages, expenses, claims, suits, actions and proceedings whatsoever threatened, incurred or initiated as a result of Rover's performance hereunder, except to the extent such loss, damage, expense, claim, suit, action or proceeding is the result of Rover's negligence, bad faith or willful misconduct.

9.8 Term

- (A) Any release under this Section 9 shall be for a minimum term of at least one Gas Day.
- (B) Any release under this Section 9 shall be for a maximum term expiring on the earlier of:
 - (1) The last date this Tariff provision shall be effective;
 - (2) The expiration date of Releasing Shipper's Service Agreement when the release is for the full term of such agreement; or
 - (3) The expiration date specified by the Releasing Shipper in the Shipper Notice.

9.9 Billing Adjustments to Releasing Shipper

- (A) Rover shall credit Releasing Shipper's monthly bill to reflect the Reservation Charge (including surcharges, if any) invoiced to Replacement Shipper excluding any reservation charge credit that Replacement Shipper may have received pursuant to Section 25. Rover and Releasing Shipper may, in connection with a Negotiated Rate based on a rate design other than straight fixed variable, agree upon a payment obligation and crediting mechanism that varies from or is in addition to the provisions of this Section 9.9 in order to establish the basis of accounting for revenues from a Replacement Shipper as a means of preserving the economic basis of the Negotiated Rate. In the event of a release with a volumetric rate, the volumetric rate shall be no greater than the one hundred percent (100%) load factor equivalent of the Maximum Rate currently applicable to the service released and shall be credited to the Releasing Shipper's monthly bill. Replacement Shipper's payment of the Usage Charge and applicable usage surcharges, if any, will be retained by Rover. Notwithstanding the above, no one hundred percent (100%) load factor equivalent limitation shall apply to a capacity release for a period of one year or less if the release is to take effect on or before one year from the date on which Rover is notified of the release.
- (B) If Replacement Shipper fails to pay all or any part of the Reservation Charge so credited within thirty (30) days of its due date, then such unpaid amount plus interest will be charged to Releasing Shipper's next monthly bill and will be due and payable by Releasing Shipper in accordance with Section 16 herein.
- (C) Rover and Releasing Shipper may enter into a marketing agreement. In the event Rover issues an Addendum to a Replacement Shipper found by Rover pursuant to such marketing agreement, any negotiated marketing fee will be debited to Releasing Shipper's invoice.

9.10 Requests to Purchase Releasable Capacity

Any party may initiate a request to purchase releasable firm capacity by following the instructions posted on Rover's Informational Postings Website located at <http://rovermessenger.energytransfer.com> under "Notices, Request to Purchase Releasable Capacity." The form shall specify the terms and conditions of the request and the location of the posting on Rover's Informational Postings Website. Such offer to purchase released capacity shall be posted on Rover's Website for thirty (30) days.

9.11 Bankruptcy

In the event a Releasing Shipper subject to proceedings under any chapter of the bankruptcy laws rejects its Service Agreement, Rover may send a written notification

of Rover's intent to terminate the Replacement Shipper's Service Agreement effective thirty (30) calendar days from the date of the notice (Termination Notice Period) unless Replacement Shipper(s) agrees to retain its capacity for the remainder of the term of the respective Replacement Shipper's Service Agreement at a rate that is no lower than the lesser of the Releasing Shipper's rate or the Maximum Rate. Replacement Shipper shall have ten (10) Business Days from the date of the written notice to advise Rover in writing of its decision. If Replacement Shipper does not exercise its option to retain the capacity, then the Replacement Shipper's Service Agreement shall terminate at the end of the Termination Notice Period.

If Replacement Shipper(s) timely exercises its option to retain the capacity, the Replacement Shipper(s), prior to the end of the Termination Notice Period, will execute a new Service Agreement pursuant to the terms and conditions of the applicable Rate Schedule reflecting the revised rate to be effective beginning on the first day after the end of the Termination Notice Period.

GENERAL TERMS AND CONDITIONS

10. CONTRACTING FOR UNSUBSCRIBED CAPACITY

This Section 10 governs the order in which requests for Transportation service shall be accommodated when unsubscribed firm capacity, other than released capacity, becomes available. It does not govern scheduling, which is governed by Section 3 herein. Requests for firm capacity will be accommodated in the following manner and subject to the following conditions and limitations:

- 10.1 In order to be eligible for firm capacity, a party requesting service (requestor) must submit a valid request in accordance with the provisions of Section 2 herein.
- 10.2 Rover will post available capacity on its Website. A requestor that submits a valid request may submit a bid for the available capacity at any time and such bid will be awarded on a first-come, first-served basis. Notwithstanding the above, Rover can hold an open season for the available capacity. In the event of multiple bids, Rover will evaluate the bids and determine the bid having the greatest economic value as determined in Section 10.3.
- 10.3 Rover shall tender a Service Agreement for execution to the requestor submitting the bid having the greatest economic value for the capacity available, subject to the provisions of Section 10.5. The criteria for determining which requestor has submitted the bid with the greatest economic value shall be the Net Present Value (NPV) of the reservation charge that requestor would pay at the rates requestor has bid, which shall not be less than the Minimum Rate nor greater than the Maximum Rate, as stated on the Currently Effective Rates for the applicable Rate Schedule, over the term of service specified in the request, utilizing as the annual discount factor the prime interest rate in accordance with Section 154.501(d) of the Commission's Regulations as posted on the Commission's website. The prime interest rate utilized for an open season posting shall be the rate in effect on the date the open season notice is posted. The net present value for capacity awarded in an open season pursuant to Section 10.9 or 10.10 below, may be calculated on a per Dt. basis or on an aggregate basis as stated in the open season notice. Only revenues generated from the reservation charge component will be used to calculate the NPV. Shippers requesting service at a Negotiated Rate which exceeds the Maximum Rate will be considered to be paying the Maximum Rate for purposes of determining the bid with the greatest economic value. If the economic values of separate service requests are equal, then service shall be offered in sequence starting with the request with the earliest date. If separate service requests have equal economic values and the same date of request, service shall be offered to such requestors on a pro rata basis.
- 10.4 If Rover accepts a requestor's bid and tenders a Service Agreement, requestor shall complete and return the Service Agreement within fifteen (15) days; provided, however, Rover and Shipper may mutually agree to extend the foregoing deadline.

10.5 Rover shall not be obligated to tender or execute a Service Agreement for service at any rate less than the Maximum Rate set forth in the Currently Effective Rates for the applicable Rate Schedule. It shall be in Rover's sole discretion to tender or execute a Service Agreement at any rate less than the applicable Maximum Rate for the service requested. Rover and requestor both shall agree to any rate requested at less than the applicable Maximum Rate before Rover becomes obligated to tender or execute a Service Agreement for firm service at any rate less than the applicable Maximum Rate.

10.6 Once a Service Agreement for firm Transportation is executed, the economic value of the Service Agreement shall be determined in accordance with Section 10.3. During the term of the Service Agreement, any change Shipper may make in the terms of the Service Agreement shall not reduce such economic value of the Service Agreement to Rover, or Shipper's Reservation Charge, without Rover's consent to such reduction.

10.7 Request for Future Service

A request for future service may be received and processed if the request is: associated with an open season; new supply being attached to Rover's system; termination of an existing contract on another pipeline; a direct-served customer, defined below, who now desires to contract for firm service directly with Rover at the direct-served primary delivery point; construction of new facilities required to serve a new receipt or delivery point; or the construction and/or modification of facilities that will result in a material increase in gas usage or production. A direct-served customer shall mean an end-use entity that is directly connected to Rover's system at the time of shipper's applicable request for service and is served on a firm basis under a Service Agreement on Rover held by a third-party, non-affiliated Rover Shipper other than the direct-served customer. A prospective shipper requesting future service must submit written evidence that one of these conditions applies.

10.8 Posting

From time to time, Rover may post capacity prior to an open season for current or future unsubscribed capacity or capacity that becomes available due to expiration of a Service Agreement(s) in which any right of first refusal, rollover or other extension rights are expired. The specified future capacity shall be posted on the Web Site for a minimum of five (5) Business Days prior to commencement of an open season.

10.9 Open Season Procedures

Rover shall have the right to conduct an open season for particular segments of capacity, whether currently available capacity or future capacity pursuant to GT&C Sections 10.7 and 10.8. The open season will be conducted for a minimum of five (5) Business Days. The description of the capacity and instructions for bidding will be included in the open season posting.

Any party who desires to participate in the open season must meet the requirements of GT&C Section 24 prior to participation in the open season. All bids must be submitted on the binding bid form attached to the open season posting and must indicate whether a bidder is willing to accept a partial award. A bid may be withdrawn or changed during the bidding period; however, any changed bid cannot have a lesser net present value than the bidder's previous bid. All bids shall be binding on the bidder upon the conclusion of the bidding period. Rover reserves the right to reject any and all bids, including bids that detrimentally impact the operational integrity of Rover's system, bids that do not satisfy the terms of the open season posting and bids that are incomplete or contain terms and conditions other than those set forth in Rover's Tariff. Rover may, but shall not be required to, accept bids that are not for continuous service at a constant MDQ for the entire term of the service. Rover's discretion to accept or reject a bid shall be exercised on a not unduly discriminatory basis. Rover will promptly notify bidder via electronic communication of its reason(s) for such rejection.

Bids will be evaluated based on the net present value of Shipper's bid calculated pursuant to GT&C Section 10.3 above. For the purposes of determining the best bid and allocating capacity, Shippers willing to pay more than the maximum tariff rate will be considered to be paying maximum tariff rate. Bids will be awarded, subject to Section 10.10, in order based on the highest net present value calculated pursuant to GT&C Section 10.3 above. Bids with an equal net present value will be awarded on a pro rata basis. Following the completion of the open season, if capacity is awarded, Rover will post the winning bidder(s) and the methodology used to determine the winning bid(s).

Awards of capacity will be subject to Rover's receipt of necessary regulatory approvals. Regulatory approvals pertaining to potential system modifications must be acceptable to Rover, at its sole discretion.

10.10 Procedures for Prearranged Deals

Rover may individually negotiate a Service Agreement with a prospective shipper for service to commence at some time in the future. Rover shall only enter into prearranged deals for capacity that has been posted as available, unsubscribed capacity, consistent with GT&C Section 10.8 above. Once Rover has entered into a prearranged deal, Rover shall post such prearranged deal for open season bidding to allow other parties an opportunity to purchase the capacity, whether for service to commence immediately or in the future. Rover shall include the terms of the prearranged transaction, if any, in the open season posting. In the event a competing bid for service to commence immediately or in the future provides a greater net present value than a prearranged deal, Rover shall give the prearranged shipper a one-time right to match the higher bid. If matched, the prearranged shipper will obtain the capacity. Otherwise, Rover will award the capacity in order based on the highest net present value calculated pursuant to GT&C Section 10.3 above. Bids with an equal net present value will be awarded on a pro rata basis.

10.11 Reserved Capacity

Rover may reserve capacity for a future expansion project for which an open season has been held or will be held. Capacity may be reserved for up to twelve (12) months prior to Rover filing for certificate approval for construction of proposed expansion project and thereafter until all expansion facilities are placed into service.

10.12 Interim Capacity

Capacity that is awarded pursuant to GT&C Sections 10.9 and 10.10, as well as capacity that is reserved pursuant to GT&C Section 10.11, will be made available for transportation service on an interim basis up to the commencement date of the Service Agreement for such capacity. For such interim Service Agreements, Rover reserves the right to limit Shipper's extension rights, including the right of first refusal, within the interim Service Agreement.

GENERAL TERMS AND CONDITIONS

11. CONTRACT EXTENSION AND REDUCTION

11.1 Rover shall continue to provide firm service pursuant to a Long-Term Agreement beyond the term specified in such Agreement if:

- (A) The Long-Term Agreement is extended pursuant to Section 11.7 herein;
- (B) Shipper exercises its Right of First Refusal pursuant to Section 11.2.

11.2 The Right of First Refusal process shall apply to a Long-Term Agreement for firm service that is in effect and Shipper has agreed to pay the Maximum Rate applicable for the service, or, if the service is not available for twelve (12) consecutive months, the Long-Term Agreement is for more than one year and provides for service at the Maximum Rate applicable to the service. If a Shipper's Service Agreement does not qualify for the right of first refusal under this Section 11.2, then Rover in a not unduly discriminatory manner may agree otherwise with any such Shipper.

- (A) Shipper must give timely notice that it wants to initiate the Right of First Refusal process. For the notice to be timely, Shipper must notify Rover within the following periods:

<u>Stated Contract Term</u>	<u>Months Prior To Contract Expiration</u>
2 years or longer	Not earlier than 18 Months and not later than 12 Months
Less than 2 years	Not earlier than 9 Months and not later than 6 Months

- (B) Upon receipt of the Shipper's notice, Rover shall post on the Website for a period of forty-five (45) days ("Posting Period") the Maximum Daily Quantity under the Shipper's Long-Term Agreement and the primary Point(s) of Receipt and Point(s) of Delivery thereunder.
- (C) During the Posting Period Rover shall accept requests for all or a portion of the Shipper's service rights under the Long-Term Agreement from any prospective Shipper that has submitted a valid request for service rights in accordance with the provisions of Section 2 hereof.

- (D) If, during the Posting Period, Rover receives an acceptable offer for all or a portion of the service rights under Shipper's Long-Term Agreement, Rover shall notify Shipper in writing of the offer having the greatest economic value, as defined in Section 10.3 herein; provided, that for purposes of value comparisons under this section the rate utilized shall be limited to the Maximum Rate that can be charged to the existing Shipper. Shipper shall be permitted to designate a Quantity of Gas less than its existing MDQ which Shipper wishes to retain under the Right of First Refusal, provided that such a reduction of MDQ is by a uniform percentage reduction for each time period if Shipper's MDQ has differing levels. If Shipper elects to match the offer, Shipper shall notify Rover of such election in writing within thirty (30) days after receiving notice from Rover and shall execute a new Service Agreement matching the offer within thirty (30) days after Rover has tendered the Service Agreement. If Shipper elects not to match the offer or does not execute the Service Agreement within thirty (30) days, Rover will tender a Service Agreement to the prospective Shipper submitting the offer having the greatest economic value. If the Service Agreement is not executed within thirty (30) days, the request for service rights shall expire without prejudice to the prospective Shipper's right to submit a new request for service rights. Rover shall then notify the Shipper in writing of the acceptable offer, if any, having the next greatest economic value. If there is no other acceptable offer, the Shipper may continue service in accordance with the following section.
- (E) If no acceptable offers are received, Rover shall so notify Shipper within fifteen (15) days after the close of the Posting Period. In such event, Shipper may continue to receive service under a new Long-Term Agreement with any term Shipper chooses, at the applicable Maximum Rate or at a rate agreed to by Rover and Shipper. Shipper must notify Rover of its intent and indicate the term of the new Long-Term Agreement within fifteen (15) days of having been notified in writing by Rover that no acceptable offer was received. Rover will then be obligated to tender the new Long-Term Agreement to Shipper within fifteen (15) days of Shipper's notification. If Shipper (1) fails to provide Rover the term of the requested new Long-Term Agreement within the required fifteen (15) day period, or (2) does not return an executed Service Agreement reflecting such term to Rover within fifteen (15) days of the date such contract is tendered, then Shipper shall be deemed to have elected not to continue service under a Long-Term Agreement.
- (F) Rover shall post the winning bid and bidder on the Website whether or not the bidder executes a Service Agreement.

11.3 Rover shall not be obligated to tender, execute or extend a Service Agreement for service at any rate less than the Maximum Rate set forth on the Currently Effective Rates for the applicable Rate Schedule. It shall be within Rover's sole discretion to tender, execute or

extend a Service Agreement at any rate and economic value less than the applicable Maximum Rate and economic value for the service requested.

- 11.4 A party desiring to bid on capacity that is subject to a right of first refusal must first meet all of the requirements for a request for service set forth in Section 2 herein, including submission of the applicable payment under Section 2.6 herein.

11.5 Contract Reduction Rights

Shipper may elect to reduce its contract Quantity (Maximum Daily Quantity) during the term of its Service Agreement.

(A) Eligibility

Shipper may elect to reduce some or all of the contract quantity on its firm Service Agreement by making one or more of the following cash payments to Rover. The total amount of the cash payment that Shipper must pay Rover shall be one hundred percent (100%) of the net present value of the reservation charge payments applicable to the reduced quantities that Rover would have otherwise received had Shipper continued to pay Rover under the remaining term of the Service Agreement. The economic value shall be calculated in accordance with Section 10.3 hereof.

(B) Notice

Shipper shall give Rover sixty (60) days prior notice of the date it elects to exercise this contract Quantity reduction option.

(C) Level of Reduction

Unless otherwise agreed, any reduction in contract quantity shall result in a pro rata reduction in Shipper's Quantities at primary Points of Receipt and primary Points of Delivery.

(D) Effective Date

The reduction shall take effect on the requested date following the sixty (60) days notice period. The payment required under this Section 11.6 must be received by Rover prior to the effective date of the reduction.

- (E) To be eligible for any contract Quantity reduction option under this Section 11.6, Shipper's Service Agreement must have a term of five (5) years or more and a remaining term of two (2) years or less, unless otherwise agreed.

- (F) To be eligible for any contract Quantity reduction option, any costs that Shipper has agreed to reimburse Rover for facilities constructed or installed by Rover to provide service under Shipper's Service Agreement(s) shall have been fully reimbursed.
- (G) Shipper must pay all its outstanding invoices before Shipper is eligible for any contract quantity reduction.
- (H) Shipper's Service Agreement(s) shall have a zero imbalance before Shipper is eligible for any contract quantity reduction.
- (I) The provisions of Section 11.2 of these General Terms and Conditions shall not apply to the Quantity reduced pursuant to this Section 11.6.

11.6 Contract Extension

- (A) Prior to the expiration of the term of any existing Maximum Rate, discounted rate or Negotiated Rate Service Agreement(s) and prior to posting the availability of the capacity under Section 11.2 above, if applicable, Rover and the existing Shipper may mutually agree to renegotiate the terms of such Service Agreement(s) in exchange for Shipper's agreement to extend the term of at least a portion of its obligations under a restructured Service Agreement(s) (the exact terms, including the length and rate (maximum, discounted or negotiated), of which are to be negotiated on a case-by-case basis in a not unduly discriminatory manner).
- (B) At any time a Shipper elects to extend an existing Service Agreement, when the terms and conditions of such agreement are not consistent with the then current applicable Form of Service Agreement in the Tariff, Rover may, on a not unduly discriminatory basis, require Shipper to enter into a new conforming Form of Service Agreement covering such extended service term.

GENERAL TERMS AND CONDITIONS

12. UNAUTHORIZED GAS

Rover shall have the right to dispose of Unauthorized Gas as follows:

12.1 Unauthorized Receipts

When Unauthorized Gas is delivered to Rover, Rover shall purchase the Unauthorized Gas from the operator of the Point(s) of Receipt at which the Unauthorized Gas is received at fifty percent (50%) of the Supply Spot Index Price, as defined in Section 5.2(F), for the Month in which the Unauthorized Gas is delivered to Rover.

12.2 Unauthorized Gas Deliveries

When Unauthorized Gas is taken from Rover, it shall be assigned to the Transportation Agreements between Rover and the operator of the Point(s) of Delivery at which the Unauthorized Gas is taken and shall be treated as an overrun and, if applicable, included in the contract imbalance under such agreements. If there are no Transportation Agreements between Rover and the operator of the Point(s) of Delivery at which the Unauthorized Gas is taken, Rover shall sell the Unauthorized Gas to the operator at one hundred-fifty percent (150%) of the Spot Index Price, as defined in Section 5.2(F) for the Month and the Zone in which the Unauthorized Gas is taken.

GENERAL TERMS AND CONDITIONS

13. QUALITY

Rover shall not be obligated to accept Gas for Transportation which does not meet these quality provisions:

- 13.1 Gas received shall be merchantable Natural Gas; shall be free of water and hydrocarbons in liquid form; shall contain not more than 7 pounds of water vapor per MMcf unless otherwise agreed to in advance by Rover, one-quarter ($\frac{1}{4}$) grain of hydrogen sulphide per one hundred (100) cubic feet and twenty (20) grains of total sulphur per one hundred (100) cubic feet, two percent (2%) of carbon dioxide and three percent (3%) of nitrogen (by volume), and fifty (50) parts per million of oxygen; shall not contain any active bacteria or bacterial agent, including but not limited to sulphate reducing bacteria and acid producing bacteria; shall not contain any hazardous or toxic substances; and shall not exceed one hundred twenty degrees (120°) Fahrenheit in temperature.
- 13.2 The Gas shall have a total or gross heating value of not less than nine hundred sixty-seven (967) Btu and not more than one thousand one hundred (1,100) Btu per cubic foot at the Points of Receipt. Rover may increase or decrease the heat content of said Gas before delivery thereof to Shipper provided that such increase or decrease will not result in a total heating value above one thousand one hundred (1,100) or below nine hundred sixty-seven (967) Btu per cubic foot.
- 13.3 Deliveries of Gas at the Points of Receipt shall be at a pressure sufficient to enter Rover's pipeline system at such point and deliveries of Gas at the Points of Delivery shall be at such pressure as may exist in Rover's pipeline at such point from time to time, unless otherwise agreed in accordance with Section 2 of Rate Schedule FTS.
- 13.4 Shipper shall indemnify Rover from any loss, cost, damage or expense incurred by Rover as a direct or indirect result of Shipper's failure to comply with the provisions of this Section 12, except to the extent such loss, damage, expense, claim, suit, action or proceeding is the result of Rover's negligence, bad faith or willful misconduct or is the direct result of Rover's deliberate decision to take Shipper's nonconforming Gas.
- 13.5 Where operationally feasible, Rover may, from time to time, on a not unduly discriminatory basis, accept non-conforming Gas to the extent it is able to blend Gas received at Points of Receipt, as long as Rover reasonably anticipates, in its sole judgment, that such blended Gas will not cause operational or downstream problems at its Points of Delivery.

GENERAL TERMS AND CONDITIONS

14. MEASUREMENT

- 14.1 Quantities delivered hereunder at each Point of Receipt and Point of Delivery will be determined by either Rover or Shipper, whichever is responsible for measurement at such point as listed on Exhibit A of the Service Agreement. The heating value, specific gravity and super compressibility (Mol percent of nitrogen and carbon dioxide) values of the Gas shall be determined at the beginning of receipt and delivery and annually thereafter, or at more frequent intervals as may be found necessary in practice. Water content shall be determined at intervals as found necessary in practice.
- 14.2 Such measurement, both volumetric and thermal, shall be at a temperature of 60° Fahrenheit and at a pressure of 14.73 psia dry, and on the basis of the methods prescribed and published by the American Gas Association in conjunction with the ANSI/API 2530 Report as now and any subsequent amendments thereof accepted and agreed upon between the parties if orifice meters are used, and in accordance with generally accepted industry practices, as mutually agreed upon, if positive displacement, turbine meters or other metering methods are used. The Btu content shall be determined by taking the arithmetic average of the heating value as recorded by recording calorimeter or other method of determination generally accepted in the industry. Flowing temperature shall be determined by a recording thermometer or EGM.
- 14.3 All measuring stations shall be mutually acceptable to Rover and Shipper and installed and operated to conform to recognized industry standards, using flange connections and, where necessary, pulsation dampening equipment. Auxiliary equipment shall be installed so as not to interfere with the measurement of either party.
- 14.4 Either Rover or Shipper may witness the installation or maintenance of others' equipment. Neither Rover nor Shipper shall be required to verify accuracy more often than once during any thirty (30) day period. If, upon test, accuracy is found to be within two percent (2%) by volume (chromatograph/calorimeter within 0.5%), such equipment shall be assumed to be accurate. Any error exceeding these percentages will require correction to zero error of previous recordings back to the date error began. If the beginning date of error is unknown, correction shall extend to one-half the time since the last test, not to exceed sixteen (16) days.

GENERAL TERMS AND CONDITIONS

15. ELECTRONIC COMMUNICATION SYSTEM

- 15.1 Rover has established a Website, <http://rovermessenger.energytransfer.com>, with general information that is available to the public, including Shippers and potential Shippers. A password is not required to access the Website. The Website will include the Informational Postings categories set forth below in accordance with NAESB Standard 4.3.23 as well as items required to be posted on the Website in accordance with Section 284.13 of the Commission's regulations including reports on firm and interruptible service, the index of customers, capacity and flow information, and location codes.

Through the Website any party may obtain information regarding:

- (A) Capacity - Operationally available and unsubscribed capacity available for firm Transportation services (1) at Points of Receipt, (2) on the mainline, and (3) at Points of Delivery.
- (B) Gas Quality
- (C) Index of Customers
- (D) Locations
- (E) Notices
- (F) Posted Imbalances
- (G) Regulatory
- (H) Standards of Conduct
- (I) Tariff
- (J) Transactional Reporting

Information found on the Website can be electronically downloaded to a file. Information on the most recent entries shall appear ahead of older information. Rover will purge completed transactions from the current Website files after they have been posted for a minimum of ninety (90) days. Information that has been purged from the Website will be archived and may be retrieved from archives and made available in electronic format.

- 15.2 Rover has also established the Customer Activities Website which will be available on a nondiscriminatory basis to any party that has compatible equipment for electronic transmission of data, provided that such party executes a Customer Activities Website Agreement in the form that is available on its Website, has been assigned a login identification (USERID) and password, and agrees to comply with the procedures for use of the Customer Activities Website. Rover shall provide timely and equal access to information available on the Customer Activities Website. The Customer Activities Website will provide a search function to locate all information concerning a specific transaction, and the ability to retrieve various reports.

The Customer Activities Website may be used to interactively: (a) execute Service Agreements; (b) provide and confirm nominations pursuant to the applicable Rate Schedule (c) submit a bid as a potential Shipper under Sections 9 or 10; and (d) release capacity pursuant to Section 9 herein.

The Customer Activities Website also provides the following receipt and delivery data at EGM points:

- (1) Verified data on points measured by Rover within nine (9) hours after the end of the Gas Day; or
- (2) Unverified data received from remote EGM terminals on a timely basis.

Should Rover invalidate any password or USERID due to breach of confidentiality or unauthorized use of the Customer Activities Website, pursuant to the Customer Activities Website Agreement, Rover shall provide the affected party with notice and reason for the invalidation.

- 15.3 Electronic data interchange will be available on a nondiscriminatory basis to any party. A mutually acceptable agreement between Rover and such party is required for electronic transmission of data.
- 15.4 Any specific notices throughout this Tariff requiring communications to be in writing shall be by written communication sent by physical or electronic means unless agreed to otherwise by the parties. In addition, all contracts can be tendered and executed electronically.

GENERAL TERMS AND CONDITIONS

16. STATEMENTS AND PAYMENTS

16.1 Rover shall notify Shipper, on or before the ninth (9th) Business Day of each month, that a billing of charges applicable to the preceding month for Transportation activity, scheduling penalties, and all other charges or penalties under each applicable Rate Schedule is available to Shipper on the Customer Activities Website. Such charges shall be based on actual Quantities. If actual Quantities are unavailable in time to prepare the billing, such charges shall be based on estimated Quantities and Rover shall provide, in the succeeding month's billing, an adjustment based on any difference between actual Quantities and estimated Quantities.

16.2 Shipper shall pay Rover by Electronic Funds Transfer to a designated bank account established by Rover. Payments shall be made by Shipper and received by Rover within ten (10) days from the date when Rover notifies Shipper that a billing of charges is available on the Customer Activities Website. Payments made by Electronic Funds Transfer shall be considered to have been made on the date when such payment of good funds is received by Rover.

16.3 Should Shipper fail to pay part or all of the amount of any such bill, interest thereon shall accrue at an average prime interest rate computed in a manner consistent with Section 154.501(d) of the Commission's Regulations, from the due date until date of payment.

If such failure to pay continues for thirty (30) days after payment is due, Rover, in addition to any other remedy it may have, may suspend further service to Shipper until such amount is paid after Rover provides Shipper with twenty (20) Days prior written notice.

16.4 In the event that Shipper's failure to pay is due to a billing dispute and Shipper (1) in good faith disputes in writing the amount of any such bill or parts thereof, and pays to Rover such amounts as it concedes to be correct, and (2) at any time thereafter within thirty (30) days of demand made by Rover furnishes a good and sufficient surety bond guaranteeing payment to Rover of the amount ultimately found due upon such bills after a final determination, which may be reached either by agreement or by judgment of a court of competent jurisdiction, then Rover shall not be entitled to suspend further service unless and until default be made in the conditions of such bond. If resolution of the dispute is in favor of Shipper and Shipper furnished a surety bond instead of paying the disputed amount, then Rover shall reimburse Shipper for the cost of securing that surety bond.

No payment by Shipper of the amount of a disputed bill shall prejudice the right of Shipper to claim an adjustment of the disputed bill.

16.5 In the event that an error is discovered in the invoiced amount hereunder, such error shall be adjusted within thirty (30) days of the determination thereof, provided that claim therefor shall have been made in writing.

- (A) Measurement data corrections should be processed within 6 months of the production month with a 3-month rebuttal period.
- (B) The time limitation for disputes of allocations should be 6 months from the date of the initial month-end allocation with a 3-month rebuttal period.
- (C) Prior period adjustment time limits should be 6 months from the date of the initial transportation invoice and 7 months from date of initial sales invoice with a 3-month rebuttal period, excluding government-required rate changes.

This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by these standards. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

Adjustments affecting prior month imbalance levels as determined in Section 5.2 herein will be cashed out as defined in Section 5.2 at the Supply or Market Spot Index Price and factor applicable for the Month in which the imbalance occurred.

16.6 In addition to all other rates and charges applicable to the service provided to Shipper, Shipper shall reimburse Rover for all filing or other fees, in connection with service provided under any Rate Schedule in this Tariff, that Rover is obligated to pay to the Commission or to any other governmental authority having jurisdiction. The term "fees" as used herein, shall mean any fee or charge now or hereafter levied, assessed or made by any governmental authority on the Gas itself or on the act, right or privilege of producing, severing, gathering, transporting, handling, selling, delivering or redelivering Gas, however such fees or charges are measured.

16.7 In addition to all other rates and charges applicable to the service provided to Shipper, Shipper shall reimburse Rover or cause Rover to be reimbursed for any and all costs and expenses incurred in constructing, establishing or modifying the facilities required for receipt and delivery of Gas hereunder, unless otherwise agreed to in advance and in writing; provided, however, that Rover may agree at its sole discretion to construct, modify, expand or acquire facilities to enable it to perform such services.

16.8 Refunds or payments due Shipper pursuant to the terms of this Tariff or orders of the Commission shall be paid by Electronic Funds Transfer to a bank account established by Shipper if:

- (A) Shipper has transmitted payment for services to Rover by Electronic Funds Transfer within the twelve (12) month period preceding the date of the refunds;
- (B) Shipper has designated a bank account for the receipt of Electronic Funds Transfer at least thirty (30) days prior to the date established for refunds; and
- (C) The amount of the refund, including interest, equals or exceeds \$50,000.

Shipper shall designate a bank account for receipt of Electronic Funds Transfer by written communication to Rover at the following address:

Rover Pipeline LLC
Attn: Cash Management
P. O. Box 4967
Houston, Texas 77210-4967

Refunds not paid by Electronic Funds Transfer shall be paid by check unless otherwise mutually agreed.

16.9 Order of Discounting

If and when Rover discounts the rates applicable for service under any Service Agreement under Rate Schedules included in Rover's Tariff, the components of the currently applicable Maximum Rate shall be discounted in the following order: the first item discounted shall be any applicable surcharges; and last the base rate.

16.10 Types of Discounts

From time to time Shipper and Rover may agree in writing on a level of discount of the otherwise applicable rates and charges in addition to a basic discount from the stated maximum rates. For example, Shipper and Rover may agree that a specified discounted rate shall apply:

- (A) only to certain Quantities under the Service Agreement;
- (B) only if specified Quantity levels are actually achieved or only with respect to Quantities below a specified level;
- (C) only during specified time periods;
- (D) only to specified Points of Receipt, Points of Delivery, mainline segments, transportation paths or defined geographical areas;
- (E) in a specified relationship to the Quantities actually transported (i.e. that the rates shall be adjusted in a specified relationship to Quantities actually transported) or;

(F) based on published index prices for specific receipt or delivery points or other agreed upon pricing reference points for price determination (Such discounted rate may be based on the published index price point differential or arrived at by formula. Any Service Agreement containing an index based discount will identify what rate component is discounted. To the extent the firm reservation charge is discounted, the index price differential rate formula shall be calculated to state a rate per unit of Maximum Daily Quantity) provided, however, that any such discounted rate set forth above shall be between the Maximum Rate and Minimum Rate applicable to the Service Agreement.

In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Rover's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised Currently Effective Rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates which had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable. Any discount shall be effective only on a prospective basis and as specified in the written agreement between Shipper and Rover.

In all circumstances the discounted rate shall be between the maximum rate and the minimum rate applicable to the service provided.

GENERAL TERMS AND CONDITIONS

17. RESPONSIBILITY, WARRANTY AND ASSIGNMENTS

- 17.1 Rover shall be deemed to be in control and possession of the Gas transported hereunder only after the Gas is received at the Point of Receipt, and before it is delivered at the Point of Delivery. Shipper shall be deemed to be in control and possession at all other times. The party deemed to be in control and possession of the Gas shall be responsible for and shall indemnify the other party with respect to any loss of Gas, injuries to persons, including death, or destruction of property resulting from escape or explosion of Gas occurring while the Gas is in its possession.
- 17.2 At the time of delivery of Gas to the other, except as provided under 18 C.F.R., Section 284.102, Shipper warrants that it shall have good title to deliver all such Gas to Rover and Rover warrants that it shall have good right to deliver such Gas to Shipper. Shipper and Rover shall deliver, or cause to be delivered, such Gas free from all liens, encumbrances and claims whatsoever. Except as provided in Section 16.5 herein, both Rover and Shipper shall, as to the Gas it delivers or causes to be delivered to the other, indemnify and save the other harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of any adverse claims of any and all persons to said Gas and to royalties, taxes, fees or charges thereon.
- 17.3 As to all matters within its actual or imputed control, Shipper represents and warrants that service hereunder and all arrangements incident thereto conform to applicable regulations, and agrees to indemnify and hold Rover harmless against any and all actions, suits or proceedings, concerning such service or arrangements, which are brought before or instituted by any authority having jurisdiction, except to the extent such action, suit or proceeding is the result of Rover's negligence, bad faith or willful misconduct.
- 17.4 Any company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Rover or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under a Service Agreement. To implement such transfer, the predecessor party may, without relieving itself of its obligations under such agreement, assign such agreement to a non-affiliated company only with the consent of Rover and if the assignee meets the creditworthiness standards of Section 24 of these General Terms and Conditions. Otherwise, any transfer of any Service Agreement must be made pursuant to the requirements of Section 9 of these General Terms and Conditions. These restrictions on assignment shall not in any way prevent any party from pledging or mortgaging its rights under a Service Agreement as security of its indebtedness.

GENERAL TERMS AND CONDITIONS

18. OPERATING CONDITIONS IN CONJUNCTION WITH AFFILIATES

- 18.1 All terms and conditions contained herein shall be applied in a uniform and nondiscriminatory manner consistent with Part 358 of the Commission's Regulations.
- 18.2 Except as permitted in Part 358 of the Commission's Regulations or otherwise permitted by Commission order, Rover's transmission function employees will function independently of its marketing function employees.
- 18.3 Rover will post on the Website the information required in Part 358 of the Commission's Regulations.

GENERAL TERMS AND CONDITIONS

19. FORCE MAJEURE

- 19.1 In the event, to the extent, and for so long as either Rover or Shipper is unable, by reason of force majeure, to carry out its obligations hereunder, in whole or in part, the obligations of either of Rover or Shipper, other than to make payments, shall be suspended, in whole or in part. Force majeure, as employed herein, shall mean any cause, whether of the kind herein enumerated or otherwise, not within the control of either of Rover or Shipper claiming suspension, and which by the exercise of due diligence, either of Rover or Shipper has been unable to prevent or overcome, including without limitation acts of God, the government, or a public enemy; strikes, lockouts, or other industrial disturbances; wars, blockades, or civil disturbances of any kind; epidemics, landslides, hurricanes, washouts, tornadoes, storms, fires, explosions, arrests, and restraints of governments or people; freezing of, breakage or accident to, or the necessity for making repairs or alterations to wells, machinery or lines of pipe but not including planned or scheduled maintenance; partial or entire failure of wells; and the inability of either Rover or Shipper to acquire, or the delays on the part of either of Rover or Shipper in acquiring, at reasonable cost and after the exercise of reasonable diligence: (a) any servitudes, rights of way grants, permits, or licenses; (b) any materials or supplies for the construction or maintenance of facilities; or (c) any permits or permissions from any governmental agency; if such are required to enable either of Rover or Shipper to fulfill its obligations hereunder.
- 19.2 Either Rover or Shipper claiming force majeure shall give to the other notice and full particulars of such force majeure by telephone, facsimile, or electronic communication as soon as reasonably possible after the occurrence of the case relied on, and shall remedy such inability to perform with all reasonable dispatch; provided, however, that such requirement or remedy shall not require the settlement of strikes or lockouts by accession to the demands of those opposing either of Rover or Shipper when such course is inadvisable in the discretion of either of Rover or Shipper.

GENERAL TERMS AND CONDITIONS

20. ANNUAL CHARGE ADJUSTMENT PROVISION (ACA)

20.1 Purpose

Annual charges are assessed on Gas pipelines by the Commission under Part 382 of the Commission's Regulations prior to each fiscal year in order to cover the cost of the operation of the FERC. For the purpose of recovering such charges assessed Rover by the Commission, pursuant to Section 154.402 of the Commission's Regulations, an ACA unit charge shall be applicable to Quantities transported under Rover's Rate Schedules FTS and ITS. The ACA unit charge calculated by the Commission is in addition to any amounts otherwise payable to Rover under said Rate Schedules.

20.2 ACA Unit Charge

The ACA unit charge, as revised annually and posted on the Commission's website located at <http://www.ferc.gov>, is incorporated by reference in Rover's Tariff. The annual charges unit charge (ACA unit charge) is stated on the Commission's website under "Natural Gas, Annual Charges, FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge." The ACA unit charge is restated to be effective each October 1 on the first day of the Commission's fiscal year.

20.3 Payment by Shipper

The amount of applicable Shipper's ACA unit charge shall be due and payable with the bill for the Month for each such Shipper.

GENERAL TERMS AND CONDITIONS

21. FUEL REIMBURSEMENT ADJUSTMENT

The Fuel Reimbursement percentages under Rate Schedules FTS and ITS shall be adjusted downward to reflect reductions and shall be adjusted upward to reflect increases in fuel usage, including miscellaneous fuel usage and electric compression costs, and lost or unaccounted for Gas in accordance with this Section 21. For purposes of this Section 21, the term "miscellaneous fuel usage" shall pertain to fuel use volumes other than FERC Account No. 854, Gas for Compressor Station Fuel, which are accounted for in FERC Account Nos. 819, 823, 853 and 856. For purposes of this Section 21, the term "electric compression costs" shall consist of the cost of electric power, including surcharges, purchased by or for Rover to be used in the operation of electrical powered compressor stations.

21.1 Filing of Fuel Reimbursement Adjustment

(A) Effective Date of Adjustment

The effective date of each Fuel Reimbursement Adjustment shall be November 1 and April 1.

(B) Filing Procedure

At least thirty (30) days prior to the Effective Date of Adjustment, Rover shall file with the Commission, in accordance with Section 154.403 of the Commission's Regulations, a schedule of effective Fuel Reimbursement percentages. Rover shall post a copy of such filing as required by Section 154.2(d) of the Commission's Regulations. With respect to the adjustment described herein, such limited NGA Section 4 filing shall be in lieu of any other rate change filing required by the Commission's Regulations under the Natural Gas Act.

(C) Fuel Reimbursement Adjustment Period

The Fuel Reimbursement Adjustment Period shall be the billing periods beginning with each Effective Date of Adjustment.

21.2 Computation of Effective Fuel Reimbursement Percentage

The effective Fuel Reimbursement percentage shall be the sum of the current Fuel Reimbursement percentage and the Annual Fuel Reimbursement Surcharge; however, if the sum of the current Fuel Reimbursement percentage and the Annual Fuel Reimbursement Surcharge results in an overall negative Fuel Reimbursement percentage, then the effective Fuel Reimbursement percentage will be 0.00%.

21.3 Computation of Current Fuel Reimbursement Percentage

The Current Fuel Reimbursement percentage shall be determined on the basis of (1) the projected Quantity of Gas received for the account of Shippers under Rate Schedules FTS and ITS, and (2) the projected Quantity of Gas that shall be required for fuel usage, including miscellaneous fuel usage and electric compression costs, and the lost or unaccounted for Gas, for each Fuel Reimbursement Adjustment Period. The fuel usage, including miscellaneous fuel usage and electric compression costs, and the lost or unaccounted for Gas components of the current fuel reimbursement percentage shall be calculated separately. The projected electric compression costs shall be converted to an equivalent Quantity of Gas for the fuel usage component. The projected electric compression costs shall be divided by the projected Spot Index Price as defined in Section 5.2(F) of these General Terms and Conditions for the Fuel Reimbursement Adjustment Period to determine the equivalent Quantity of Gas representing the electric compression costs.

21.4 Computation of the Annual Fuel Reimbursement Surcharge

- (A) The Annual Fuel Reimbursement Surcharge shall be computed by dividing the balance, four Months prior to November 1, of the Deferred Fuel Reimbursement Account by Rover's projected Quantity of Gas for Transportation under Rate Schedules FTS and ITS for the Recovery Period.
- (B) The Recovery Period for the Annual Fuel Reimbursement Surcharge shall be the twelve (12) billing Months beginning November 1.
- (C) Rover shall maintain a Deferred Fuel Reimbursement Account with appropriate subaccounts, beginning with the effective date of this Section 21. For each billing Month, the applicable subaccounts shall be increased or decreased for a positive or negative change in Fuel Reimbursement for the billing Month.
- (D) A change in Fuel Reimbursement for each billing Month shall be the difference between (1) the applicable currently effective Fuel Reimbursement percentage for the billing Month multiplied by the Quantity of Gas received during the billing Month and (2) the actual Quantity of Gas expended for fuel usage, including miscellaneous fuel usage, and lost or unaccounted for Gas during the billing Month as well as the equivalent Quantity of Gas representing the actual electric compression costs. The actual electric compression costs for the billing Month shall be divided by the average of the weekly Spot Index Prices, calculated in accordance with Section 5.2(F) of the General Terms and Conditions, for the billing Month to determine the equivalent Quantity of Gas representing the electric compression costs.

21.5 Notice of Responsibility of Deferred Amounts

In the event this Section 21 shall be changed in a manner that adversely affects Rover's recovery of the full amount of fuel amounts reflected in its deferred fuel accounts, Rover shall make a limited NGA Section 4 filing seeking Commission authorization to recover such unrecovered amounts from each Shipper that received transportation service during the period affected by such fuel adjustment deferred account.

GENERAL TERMS AND CONDITIONS

22. FLOW THROUGH OF EXCESS CASH OUT REVENUES OR COSTS AND FLOW THROUGH OF PENALTIES

22.1 Flow Through of Excess Cash Out Revenues or Costs

This Section 22.1 sets forth the procedures by which any over or under-recovery of costs incurred under the cash out provisions of Section 5.2 herein (Cash Out Revenue Amount), and any operational purchases and sales incurred to minimize cash out gains or losses, for each twelve (12) Month period beginning August 1 through July 31 (Annual Cash Out Period), will be reflected in the Annual Cash Out Flow Through Adjustment applicable to Shippers under Rate Schedules FTS and ITS.

(A) By each October 31, Rover will file a report (Annual Cash Out Flow Through Crediting Report) with the Commission, for the twelve (12) Month period ending the preceding July 31, detailing the items stated in Section 22.1 above. The Annual Cash Out Flow Through Crediting Report will also separately account for the balance from the prior annual report as well as any amounts refunded or collected due to the application of the Annual Cash Out Flow Through Adjustment, as set forth in Section 22.1(B) below, during the twelve (12) Month period ending the preceding July 31. The total balance on the Annual Cash Out Flow Through Crediting Report shall be referred to as the Cumulative Cash Out Flow Through Balance.

(B) Annual Cash Out Flow Through Adjustment

(1) Calculation of Annual Cash Out Flow Through Adjustment

Rover shall calculate the Annual Cash Out Flow Through Adjustment by dividing the Cumulative Cash Out Flow Through Balance described in Section 22.1(A) above by the gas volumes stated in Dt transported for Shippers under Rover's Rate Schedules FTS and ITS for the same twelve (12) Month period. When the Cumulative Cash Out Flow Through Balance reflects a net revenue balance, such balance shall be refunded to Shippers through a negative Annual Cash Out Flow Through Adjustment. When the Cumulative Cash Out Flow Through Balance reflects a net cost balance, the Annual Cash Out Flow Through Adjustment will be positive.

If the Cumulative Cash Out Flow Through Balance is less than \$100,000 or if the calculation of the Annual Cash Out Flow Through Adjustment results in a rate that cannot be rounded to at least 0.01¢, then the Cumulative Cash Out Flow Through Balance will be carried over to the next year's calculation and no Annual Cash Out Flow Through Adjustment, either positive or negative,

will be applied effective December 1 following the most recent Annual Cash Out Flow Through Crediting Report.

(2) Annual Billing Period

For purposes of this Section 22.1, an Annual Billing Period shall be the twelve (12) Month period commencing each December 1 and ending the following November 30. During the Annual Billing Period, Rover shall apply the Annual Cash Out Flow Through Adjustment to the then current transported quantities being billed to Shippers under Rate Schedules FTS and ITS.

(3) Tariff Filing

Rover shall make a tariff filing with the Commission at least thirty (30) days in advance of December 1 to update the Annual Cash Out Flow Through Adjustment on the Currently Effective Rates tariff records for Rate Schedules FTS and ITS to become effective December 1.

22.2 Flow Through of Penalties in Excess of Costs

- (A) This Section 22.2 sets forth the procedures under which Rover will flow through to Shippers any penalties or revenues in excess of costs collected pursuant to Sections 4.4, 5.1, 5.3, 6.3, 12.1 and 12.2 herein (Penalty Amount). Rover will reduce such penalties for reasonable incremental out-of-pocket costs incurred as a direct result of the Shipper's conduct which was penalized pursuant to these Sections.
- (B) The crediting period applicable to this Section 22.2 shall be monthly.
- (C) Rover will net the penalty revenues received against the reasonable incremental out-of-pocket costs incurred for such revenues. Rover will credit the net Penalty Amount to those Shippers under Rate Schedules FTS and ITS that were not billed pursuant to Sections 4.4, 5.1, 5.3, 6.3, 12.1 and 12.2 of the General Terms and Conditions during the applicable month (non-offending Shippers). Each non-offending Shipper's credit shall be calculated by multiplying the Penalty Amount by (1) fifty percent (50%) of the ratio of the actual revenues billed for services to the non-offending Shipper during the applicable month to the sum of the actual revenues billed for such services to all non-offending Shippers during the applicable month plus (2) fifty percent (50%) of the ratio of the actual volumes transported of the non-offending Shipper during the applicable month to the sum of the actual total volumes transported of all non-offending Shippers during the applicable month. The actual revenues and volumes transported used to compute the non-offending Shipper's credit shall be the actual revenues and volumes transported billed for services during the applicable month in which the non-offending Shipper

was not billed pursuant to Sections 4.4, 5.1, 5.3, 6.3, 12.1 and 12.2 of the General Terms and Conditions.

- (D) Each non-offending Shipper's credit shall be paid with a billing adjustment to the billing of charges for service during the following month; provided, however, if the non-offending Shipper's Service Agreement has terminated and the final billing of charges has been paid, Rover shall pay the credit to the Shipper in accordance with GT&C Section 16.8. Rover shall provide documentation supporting the Penalty Amount, incremental cost incurred, if any, and the reasons the Shipper misconduct caused the costs to be incurred.
- (E) In conjunction with Rover's filing to the Commission, as mentioned above in Section 22.1(A), Rover shall also include reconciling documentation which details the calculations of the credits provided under Section 22.2 for the same twelve (12) Month period ending July 31.

GENERAL TERMS AND CONDITIONS

23. BUSINESS PRACTICES STANDARDS

Compliance with 18 CFR, Section 284.12

Rover has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.1, which are required by the Commission in 18 CFR Section 284.12 (a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

Standards not Incorporated by Reference and their Location in the Tariff

Pursuant to NAESB's Copyright Procedure Regarding Member and Purchaser Self-Executing Waiver as adopted by the NAESB Board of Directors on April 4, 2013, Rover may publish in its tariff, compliance filings, in communications with customers or stakeholders in conducting day to day business or in communications with regulatory agencies some or all of the language contained in NAESB standards protected by copyright, provided that Rover includes appropriate citations in the submission.

Rover has elected to reproduce only the following Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.1, that are protected by NAESB's copyright. With respect to each reproduced standard, Rover incorporated the following: © 1996 – 2014 NAESB, all rights reserved.

NAESB Standard	Tariff Record	Tariff Provision
1.3.2(i-vi)	GT&C Section 3., Nomination and Scheduling of Services	3.1(B), 3.1(C)
1.3.7	GT&C Section 3., Nomination and Scheduling of Services	3.1(B)
2.2.1	GT&C Section 1., Definitions	1.
2.3.14	GT&C Section 16., Statements and Payments	16.5
2.3.16	GT&C Section 3., Nomination and Scheduling of Services	3.3(A)
2.3.18	GT&C Section 3., Nomination and Scheduling of Services	3.3(A)
2.3.26	GT&C Section 16., Statements and Payments	16.5
2.3.40	GT&C Section 5., Transportation Balancing	5.2(B)(2)(b)
2.3.41	GT&C Section 5., Transportation Balancing	5.2(B)(2)(c)
2.3.45	GT&C Section 5., Transportation Balancing	5.2(B)(2)(d)
2.3.47	GT&C Section 5., Transportation Balancing	5.2(B)(2)(e)
3.3.15	GT&C Section 16., Statements and Payments	16.5
5.3.1	GT&C Section 9., Capacity Release	9.4(B)
5.3.2	GT&C Section 9., Capacity Release	9.4(B), 9.3(C)
5.3.4	GT&C Section 9., Capacity Release	9.4(H)

5.3.5	GT&C Section 9., Capacity Release	9.2(A)(9)
5.3.16	GT&C Section 9., Capacity Release	9.2(B)
5.3.55	GT&C Section 9., Capacity Release	9.5(F)

Standards Incorporated by Reference:

Additional Standards:

General:

Definition:

0.2.5

Standards:

0.3.1, 0.3.2, 0.3.16, 0.3.17

Creditworthiness:

Standards:

0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

Gas/Electric Operational Communications:

Definitions:

0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards:

0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed:

Standards:

0.3.18, 0.3.20, 0.3.21, 0.3.22

Datasets:

0.4.2, 0.4.3

Location Data Download:

Standards:

0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Dataset:

0.4.4

Storage Information:

Dataset:
0.4.1

Nominations Related Standards:

Definitions:
1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14,
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Standards:
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1.3.18, 1.3.19, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29,
1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41,
1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.48, 1.3.51, 1.3.53, 1.3.55, 1.3.56, 1.3.58, 1.3.62,
1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75,
1.3.76, 1.3.77, 1.3.79, 1.3.80, 1.3.81, 1.3.82

Datasets:
1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

Flowing Gas Related Standards:

Definitions:
2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:
2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13,
2.3.15, 2.3.17, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.28, 2.3.29, 2.3.30,
2.3.31, 2.3.32, 2.3.42, 2.3.43, 2.3.44, 2.3.46, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54,
2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

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Invoicing Related Standards:

Definition:
3.2.1

Standards:
3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.16,
3.3.17, 3.3.18, 3.3.19, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26

Datasets:

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Quadrant Electronic Delivery Mechanism Related Standards:

Definitions:

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4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

Standards:

4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26,
4.3.27, 4.3.28, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41,
4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.52, 4.3.53, 4.3.54,
4.3.55, 4.3.57, 4.3.58, 4.3.60, 4.3.61, 4.3.62, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75,
4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90,
4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101,
4.3.102, 4.3.103, 4.3.104, 4.3.105, 4.3.106

Capacity Release Standards:

Definitions:

5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5

Standards:

5.3.3, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.13, 5.3.14, 5.3.15, 5.3.18, 5.3.19, 5.3.20,
5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.26, 5.3.28, 5.3.29, 5.3.31, 5.3.32, 5.3.33, 5.3.34,
5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.44, 5.3.45, 5.3.46, 5.3.47,
5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.56, 5.3.57, 5.3.58, 5.3.59, 5.3.60,
5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72,
5.3.73

Datasets:

5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.20, 5.4.21, 5.4.22, 5.4.23, 5.4.24, 5.4.25, 5.4.26, 5.4.27

Internet Electronic Transport Related Standards:

Definitions:

10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11,
10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21,
10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31,
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Standards:

10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12,
10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23,
10.3.24, 10.3.25, 10.3.26, 10.3.27

Standards for which Waiver or Extension of Time to Comply have been granted:

NAESB Standard

None

Waiver or Extension of Time

None

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24. CREDITWORTHINESS

24.1 Prior to execution of a Service Agreement or as a condition for continuation of service, a Shipper or prospective shipper shall be required to establish and maintain creditworthiness on an on-going basis with Rover. Rover shall not be required to: (1) execute a Service Agreement providing for service on behalf of any Shipper who fails to meet Rover's standards for creditworthiness; or (2) initiate service for a Shipper who fails to meet Rover's standards for creditworthiness; or (3) continue service on behalf of any Shipper who is or has become insolvent or who, at Rover's request, fails to demonstrate creditworthiness pursuant to Rover's standards in this Section 24.

24.2 A Shipper shall be deemed creditworthy when Shipper meets the creditworthiness criteria in this Section 24.2.

(A) If Shipper is rated by Standard & Poor's Financial Services LLC (S&P), a subsidiary of McGraw Hill Financial, Inc. and/or by Moody's Investors Service, Inc. (Moody's), Rover may establish creditworthiness if:

- (1) (i) In the event Shipper is rated by both S&P and Moody's, Shipper's long-term senior unsecured debt securities are rated at least BBB- by S&P and at least Baa3 by Moody's, provided, however, that if the Shipper's rating is at BBB- and/or Baa3, respectively, the long-term outlook shall be Stable or Positive; or (ii) in the event Shipper is rated by only S&P, Shipper's long-term senior unsecured debt securities are rated at least BBB-, provided, however, that if the Shipper's rating is at BBB-, the long-term outlook shall be Stable or Positive; or (iii) in the event Shipper is rated by only Moody's, Shipper's long-term senior unsecured debt securities are rated at least Baa3, provided, however, that if the Shipper's rating is at Baa3, the long-term outlook shall be Stable or Positive; and
- (2) The net present value of the sum of reservation charges, usage charges and any other associated fees and charges for the contract term is less than 15% of Shipper's tangible net worth.

In the event Shipper is rated by both S&P and Moody's at levels which are not equivalent, the lower rating shall apply. For the purposes of this Section 24.2, the term "tangible net worth" shall mean for a corporation the sum of the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts less goodwill, patents, unamortized loan costs or restructuring costs, and other intangible assets. Only actual tangible assets are included in Rover's assessment of creditworthiness. If a Shipper has multiple Service Agreements with Rover, then

the total contract commitment and imbalance exposure or potential exposure of all such Service Agreements shall be considered in determining creditworthiness.

- (B) If Shipper cannot demonstrate creditworthiness pursuant to Section 24.2(A) above, Rover may establish creditworthiness based upon:
- (1) (i) In the event Shipper's parent is rated by both S&P and Moody's, the Shipper's parent having a senior unsecured debt rating of at least BBB- by S&P and Baa3 by Moody's, provided, however, that if the Shipper's parent's rating is at BBB- and/or Baa3, respectively, the long-term outlook shall be Stable or Positive; or (ii) in the event Shipper's parent is rated by only S&P, the Shipper's parent having a senior unsecured debt rating of at least BBB-, provided, however, that if the Shipper's parent's rating is at BBB-, the long-term outlook shall be Stable or Positive; or (iii) in the event Shipper's parent is rated by only Moody's, the Shipper's parent having a senior unsecured debt rating of at least Baa3, provided, however, that if the Shipper's parent's rating is at Baa3, the long-term outlook shall be Stable or Positive; and
 - (2) The net present value of the sum of reservation charges, usage charges and any other associated fees and charges for the contract term is less than 15% of Shipper's parent's tangible net worth; and
 - (3) Shipper's parent issues a guaranty acceptable to Rover.

In the event Shipper's parent is rated by both S&P and Moody's at levels which are not equivalent, the lower rating shall apply. If a Shipper's parent has multiple Service Agreements with Rover or multiple subsidiaries with Service Agreements with Rover in addition to Shipper's Service Agreements, then the total contract commitment and imbalance exposure or potential exposure of all of those Service Agreements shall be considered in determining creditworthiness.

- 24.3 To permit Rover to conduct an initial or ongoing creditworthiness review, Rover may request and a Shipper shall provide within five (5) Business Days any or all of the following:

- (A) (i) Audited financial statements for the most current two (2) fiscal years prepared in conformity with generally accepted accounting principles (GAAP) in the United States of America or, for non-U.S. based Shippers, prepared in accordance with equivalent standards, or (ii) if Shipper's fiscal year-end financial statements are unaudited, an attestation by its Chief Financial Officer that such statements constitute a true, correct, and fair representation of financial condition prepared in accordance with GAAP or equivalent or (iii) for non-public entities, any existing sworn filing, which provides the most recent available interim financial statements and annual financial reports filed with any applicable regulatory authority, showing the Shipper's current financial condition;

- (B) List of corporate affiliates, parent companies, and subsidiaries, if applicable;
- (C) Publically available information from credit reports of credit and bond rating agencies;
- (D) A bank reference and at least three (3) trade references, a check of which show along with any credit reports submitted herein that Shipper's undisputed obligations are being paid in a timely manner;
- (E) Statement of legal composition;
- (F) Statement of the length of time the business has been in operation;
- (G) For state-regulated utility local distribution companies, documentation from their respective state regulatory commission (or an equivalent authority) of an authorized gas supply cost recovery mechanism;
- (H) Confirmation by Shipper that Shipper is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditor, or any informal creditors' committee agreement; and/or
- (I) Such other information as may be mutually agreed to by Shipper and Rover.

24.4 If Shipper or Shipper's parent does not meet the criteria described in Section 24.2 above, then credit appraisal shall be based upon Rover's evaluation of any or all of the following information and credit criteria:

- (A) Any information received pursuant to Section 24.3 above;
- (B) Consistent and nondiscriminatory financial statement analysis to determine the acceptability of Shipper's or Shipper's parent's current and future financial strength. Financial statements shall be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability;
- (C) S&P, Moody's, Dun & Bradstreet and other credit reporting agency ratings, opinions, watch alerts, and rating actions shall be considered in determining creditworthiness;
- (D) Results of credit reports and of bank and trade reference checks must demonstrate that a Shipper is paying its obligations in a timely manner;
- (E) Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws and there must not be pending any petition for involuntary bankruptcy; an exception may be

made for a Shipper who is a debtor-in-possession operating under Chapter XI of the Federal Bankruptcy Act whereby adequate assurance is provided under purview of the bankruptcy court having jurisdiction over such debtor-in-possession that the service billings will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if the Shipper is continuing and continues in the future actually to make payment;

- (F) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent;
- (G) Shipper's ongoing business relationship, if any, with Rover with consideration being given to whether Shipper has or has had any delinquent balances outstanding for services provided by Rover, gas imbalances, and gas loans due Rover and whether Shipper is paying and has paid its account balances promptly according to the terms established in its Service Agreements (excluding amounts as to which there is a good faith dispute);
- (H) Shipper's ability to recover the costs of Rover's services through filings with regulatory agencies or otherwise to pass on such costs to its customers, as applicable; and/or
- (I) Any other information, including any information provided by Shipper, that is reasonably relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of the Service Agreement(s).

24.5 If a Shipper fails to establish or maintain creditworthiness or if Shipper's credit limit as determined by Rover is insufficient to cover Shipper's total contractual obligations, Shipper may still obtain or continue service hereunder if Shipper, except to the extent otherwise agreed, provides collateral in an amount sufficient to cover service as determined in accordance with Section 24.5(B)(1) and (2) plus the value of imbalance gas and loaned gas as determined in Section 24.5(B) (3) under one of the following options.

- (A) Forms of Security. Shipper may select from the following forms of security and Rover shall not unreasonably discriminate in the forms of security it determines to accept from Shippers.
 - (1) Guaranty. A Shipper may provide a guaranty of financial performance in a form satisfactory to Rover from a corporate parent, corporate affiliate or a third party that meets the creditworthiness standards above.
 - (2) Deposit. A shipper may provide a cash deposit. If Rover is required to draw down these funds, Rover will notify Shipper and Shipper must replenish such funds within three (3) Business Days after receipt of such notice.

- (3) Standby Irrevocable Letter of Credit drawn on a bank which is a U.S. bank or a U.S. branch of a foreign bank with an S&P rating of at least A or Moody's rating of at least A2 on its long-term unsecured debt securities.
 - (4) Security Interest in collateral found to be satisfactory to Rover.
 - (5) Other security acceptable to Rover.
- (B) Collateral Requirements. Collateral required for non-creditworthy shippers shall be an amount sufficient to cover service as described below and a value for imbalance and loaned gas as specified below.
- (1) Firm transportation Service Agreements – The amount of collateral for firm transportation Service Agreements must be sufficient to cover the reservation charges for the term of the Agreement, but not to exceed twelve (12) months.
 - (2) Interruptible Services - The amount of collateral for interruptible services shall be based upon the highest three (3) months of usage during the previous twelve (12) month period for all rates and charges. If the Shipper has not contracted for or utilized interruptible transportation during the previous 12 month period, Rover will establish the collateral requirement based upon Shipper's estimated usage for a three (3) month period as determined by Shipper and Rover's marketing representative.
 - (3) Imbalance and Loaned Gas. In addition to the collateral requirements set forth in Section 24.5(B)(1) and (2) above, Rover shall have the right to seek collateral to cover the value of any imbalance and/or loaned gas owed to Rover by a non-creditworthy Shipper. Rover may require collateral from a non-creditworthy Shipper for the value of imbalance Gas owed to Rover under Rate Schedules FTS and/or ITS. Such collateral amount shall equal the non-creditworthy Shipper's largest monthly imbalance quantity owed to Rover over the most recent 12 month period valued at the Spot Index Price determined in accordance with Section 5.2(D) of these General Terms and Conditions. For a non-creditworthy Shipper with a new Service Agreement or a Service Agreement in effect for less than 12 months, the imbalance quantity shall be the greater of (i) ten percent (10%) of Shipper's estimated monthly usage as determined by Shipper and Rover's marketing representative or (ii) Shipper's largest monthly imbalance owed to Rover. The imbalance quantity shall be valued at the Spot Index Price determined in accordance with Section 5.2(D) of these General Terms and Conditions. The collateral requirement for loaned Gas associated with Rate Schedule GPS shall equal the maximum loaned quantity specified in Shipper's Service Agreement valued at the Spot Index Price determined in accordance with Section 5.2(F) herein.

24.6 Security for New Lateral Facilities

In the event Rover constructs new lateral facilities to accommodate a Shipper under Section 16.7 of these General Terms and Conditions, Rover may (unless otherwise agreed or unless Shipper reimburses Rover for the cost of the facilities) require from the Shipper security in an amount up to the cost of the facilities. Such security may be in any of the forms available under Section 24.5(A) of these General Terms and Conditions, at Shipper's choice. As Rover recovers the cost of these facilities through its rates, the security required shall be reduced accordingly. Specifically, security provided by Shipper related to new facilities shall be returned to that Shipper in equal Monthly amounts over the term of its contract for service related to the new facilities or as otherwise mutually agreed by Rover and Shipper. Where facilities are constructed to serve multiple Shippers, an individual Shipper's obligation hereunder shall be for no more than its proportionate share of the cost of the facilities. This requirement is in addition to and shall not supersede or replace any other rights that Rover may have regarding the construction and reimbursement of facilities.

- 24.7 Rover shall have the right to update Shipper's credit file at any time after commencement of service. Such update may be conducted by Rover periodically and Shipper shall provide assistance and cooperation. If Rover concludes that a Shipper is non-creditworthy or if Shipper fails to maintain adequate assurance of future performance under Section 24.5 of these General Terms and Conditions, Rover shall provide Shipper an initial notice in writing that it has lost its creditworthiness status along with the reasons for such determination and that Shipper has five (5) Business Days after receipt of such initial notice, to provide Rover with security consistent with Section 24.5 of these General Terms and Conditions which is adequate to cover all charges for one (1) Month's advance service. A Shipper may challenge Rover's determination by providing a written rebuttal to Rover's explanation within ten (10) days after the initial notification and explanation is provided by Rover. Rover shall respond to such a rebuttal in writing within ten (10) days. Any reevaluation of creditworthiness by Rover in response to such a rebuttal by the Shipper shall be based on the creditworthiness criteria set out in Section 24.4 and shall be performed as provided in Section 24.4 of these General Terms and Conditions. If Rover determines after such reevaluation that Shipper is creditworthy, the security to cover all charges for one Month's advance service shall be released to Shipper within five (5) Business Days after such determination. In the event Rover concludes after reevaluation that Shipper remains non-creditworthy, Shipper shall comply with the requirement in the initial notice to provide, within thirty (30) days after the initial notice, but not less than five (5) Business Days after notice that Shipper remains non-creditworthy, the means for adequate assurance of future performance, covering the full level of security provided for under Section 24.5 of these General Terms and Conditions. If the Shipper has not satisfied either requirement in the initial notice to provide specified security within five (5) Business Days or to provide the additional specified security within thirty (30) days after the initial notice, but not less than five (5) Business Days after notice that Shipper remains non-creditworthy, Rover may without further notice immediately suspend service to Shipper.

- 24.8 Any suspension of service hereunder shall continue until Rover is reasonably satisfied that Shipper is creditworthy under Section 24.2 or 24.4 of these General Terms and Conditions or until Shipper has provided adequate security under Section 24.5 of these General Terms and Conditions. A Shipper shall not be obligated to pay any reservation charges for suspended service attributable to the period when that service is suspended. During the period of suspension, such Shipper may not release or recall capacity.
- 24.9 In addition to suspension, Rover may terminate service if the Shipper fails to provide security consistent with Section 24.5 of these General Terms and Conditions no earlier than sixty (60) days after Rover has provided its initial notice to Shipper pursuant to Section 24.7 herein. Any such termination requires thirty (30) days' prior notice to Shipper, Releasing Shipper, if any, and the Commission. To avoid termination, the Shipper must satisfy Section 24.5 of these General Terms and Conditions within this notice period. If the Service Agreement is terminated, Rover shall net and/or set off, as allowed by law, all positions calculated in accordance with the provisions of the applicable Rate Schedule (i.e., invoiced transportation amounts, invoiced imbalance amounts, park and loans, rate refunds, etc.) against outstanding account balances due the Shipper. Rover shall have the right to assert any liens or other interests, consistent with applicable law, against any gas remaining on its System. Rover may not take any action under this Section 24 which conflicts with any order of the U. S. Bankruptcy Court.
- 24.10 At any time after a Shipper is determined to be non-creditworthy by Rover, the Shipper may request a creditworthiness reevaluation by Rover pursuant to NAESB WGQ Standard Nos. 0.3.8 and 0.3.9 as incorporated in Section 23 of these General Terms and Conditions. If Rover determines after such reevaluation that Shipper is creditworthy without security, any security requirements under Section 24.5 of these General Terms and Conditions shall be terminated and any deposit amounts shall be released to Shipper within five (5) Business Days after such determination.
- 24.11 Rover may agree with a Shipper in an executed precedent agreement, for service on new or expanded facilities to be constructed by Rover, to creditworthiness provisions which differ from one or more of the provisions in this Section 24, and which, in addition to the other provisions of this Section 24, govern service provided to the Shipper pursuant to the precedent agreement.

GENERAL TERMS AND CONDITIONS

25. RESERVATION CHARGE CREDIT

Rover shall provide reservation charge credits to a Shipper with firm transportation service under Rate Schedule FTS when Rover is unable to deliver Quantities from any Primary Receipt Point to any Primary Delivery Point up to the Primary Delivery Point Quantity stated on Exhibit A of Shipper's Service Agreement on any Day in accordance with this Section 25. No adjustment of any kind under this Section 25 shall be required if Rover's failure to schedule or deliver gas is due to events solely related to conduct, activities or operations of Shipper and/or upstream or downstream parties (including Force Majeure events affecting Shipper or such parties) including, but not limited to, activities and/or events such as (i) Shipper's failure to perform in accordance with the terms of its Service Agreement and Rover's Tariff, including, but not limited to, Operational Flow Orders and failure to meet all applicable gas quality specifications, or (ii) failure of supply or transportation upstream of Rover's pipeline system, or (iii) failure of market or transportation downstream from Rover's pipeline system.

25.1 Non-Force Majeure

(A) Eligible Quantity

- (1) When Rover gives notice of a non-Force Majeure service interruption at any time after completion of the Timely Nomination Cycle for the Day, reservation charge credits shall apply to Shipper's scheduled Quantity of gas from Primary Receipt Points (up to the Quantity stated on Shipper's Service Agreement Exhibit A for each Primary Receipt Point) to Primary Delivery Points (up to the Quantity stated on Shipper's Service Agreement Exhibit A for each Primary Delivery Point) less the Quantity of gas delivered on Shipper's Service Agreement for the Day.
- (2) When Rover gives advance notice of unavailability of service due to an outage or scheduled maintenance before Shippers have submitted nominations for the day(s) of the outage, reservation charge credits for each day of the outage will be based on the average of the scheduled quantity from Shipper's Primary Receipt Points (up to the Quantity stated on Shipper's Service Agreement Exhibit A for each Primary Receipt Point) to Primary Delivery Points (up to the Quantity stated on Shipper's Service Agreement Exhibit A for each Primary Delivery Point) for the seven (7) day period immediately prior to the notice of the outage, less the Quantity of gas delivered on Shipper's Service Agreement for the Day of the outage. The seven day period shall include the seven days immediately preceding the notice of the outage that are not affected by a prior outage or Force Majeure event.

- (3) When Rover has not given advance notice of an outage and reduces Shipper's nomination during the Timely Nomination Cycle, reservation charge credits will apply to Quantities nominated and confirmed in the Timely Nomination Cycle from Primary Receipt Points (up to the Quantity stated on Shipper's Service Agreement Exhibit A for each Primary Receipt Point) to Primary Delivery Points (up to the Quantity stated on Shipper's Service Agreement Exhibit A for each Primary Delivery Point) less the Quantity of gas delivered on Shipper's Service Agreement for the Day.
- (4) Rover shall provide reservation charge credits for primary firm service but not for alternate firm service. If Shipper nominates to or from Alternate Receipt or Delivery Points after Rover has given notice of the outage, Rover shall not provide reservation charge credits to the extent Rover provides such alternate firm service.

(B) Reservation Rate

For the calculation of the reservation charge credit, Rover shall apply the reservation rate applicable to Shipper's Service Agreement stated on a daily basis; provided, however, the reservation rate for service obtained through capacity release pursuant to GT&C Section 9 shall be the lower of the rate under the Replacement Shipper's Capacity Release Service Agreement Addendum or the reservation rate stated in Releasing Shipper's Service Agreement. Reservation charge credits are not applicable to Replacement Shippers paying a volumetric rate.

(C) Calculation

Each day's credit shall be payable on the applicable Quantity calculated in Section 25.1(A) above multiplied by the appropriate contract reservation rate pursuant to Section 25.1(B) stated on a daily basis.

25.2 Force Majeure

When Rover has issued notice of a Force Majeure event in accordance with Section 19 of the General Terms and Conditions, Rover shall provide full reservation charge credits to firm Shippers after a ten (10) day grace period pursuant to this Section 25.2.

- (A) The grace period for a Force Majeure event shall be ten (10) full consecutive Days.
- (B) The Quantity of gas eligible for reservation charge crediting shall be based on the average of the scheduled quantity from Shipper's Primary Receipt Points (up to the Quantity stated on Shipper's Service Agreement Exhibit A for each Primary Receipt Point) to Primary Delivery Points (up to the Quantity stated on Shipper's Service Agreement Exhibit A for each Primary Point of Delivery) for the seven (7) day

period immediately prior to the notice of the Force Majeure event, less the Quantity of gas delivered on Shipper's Service Agreement for the Day. The seven day period shall include the seven days immediately preceeding the notice of the Force Majeure event that are not affected by a prior outage or Force Majeure event.

- (C) For each Day subsequent to the grace period in Section 25.2(A), the reservation charge credit shall be the Quantity determined in Sections 25.2(B) and 25.1(A)(4) above multiplied by the appropriate contract reservation rate pursuant to Section 25.1(B) stated on a daily basis.

- 25.3 Any reservation charge credit payable will be included on a subsequent month invoice and will be applied first to offset any outstanding past due balances owed by Shipper. Reservation charge credits applicable to Service Agreements that are not in effect due to termination will be paid by Rover to Shipper, net of any amounts owed to Rover in accordance with GT&C Section 16.8.
- 25.4 In a not unduly discriminatory manner and in connection with a discounted or negotiated rate Service Agreement, Rover and Shipper may agree to a different reservation charge crediting methodology.

GENERAL TERMS AND CONDITIONS

26. POOLING

- 26.1 A Transportation Agreement may become a Corresponding Transportation Agreement by: (1) designating a Pool Point as a Point of Receipt, and (2) designating a Pooling Transportation Agreement(s) as the Transportation Agreement delivering Gas to the Corresponding Transportation Agreement at the Pool Point.

Deliveries under the Pooling Transportation Agreement(s) designated in the Corresponding Transportation Agreement on any Day shall be equivalent to the total Quantities of Gas nominated for receipt at the Pool Point under the Corresponding Transportation Agreement.

- 26.2 Quantities of Gas delivered at the Pool Point under a Pooling Transportation Agreement shall be deemed to have been delivered to the extent of the total amount of Corresponding Shipper's nominated Quantities of receipt at the Pool Point. It shall be the responsibility of the Shipper under the Pooling Transportation Agreement to assure that the total nominations of Gas to be received at the Pool Point under the Corresponding Transportation Agreement(s) is in balance with the total Quantities of Gas such Shipper causes to be received into Rover's system, adjusted for Fuel Reimbursement. If the Pooling Shipper has executed a Gas Parking Service Agreement and if the Pooling Shipper has so elected in accordance with the terms of Rate Schedule GPS, Rover shall utilize the Pooling Shipper's Gas Parking account to balance the total Quantities of Gas delivered to the Pool Point with the total nominations of gas to be received at the Pool Point under the Corresponding Transportation Agreement(s). To facilitate scheduling of Corresponding Transportation Agreements, Rover shall accept from the Pooling Shipper a prescribed methodology for ranking of Corresponding Shippers' nominated Quantities for receipt at the Pool Point. Such methodology shall be provided by the Pooling Shipper to Rover by the nomination deadline for the applicable nomination cycle. In the absence of such methodology, scheduling shall be pro-rata.

Each Shipper under a Corresponding Transportation Agreement shall be responsible for assuring that its receipts are in balance with the amounts of its deliveries, adjusted for Fuel Reimbursement.

GENERAL TERMS AND CONDITIONS

27. OFF-SYSTEM CAPACITY

Rover has entered into agreements with other pipeline systems and may, from time to time, enter into additional agreements with other interstate or intrastate pipeline companies for off-system capacity. When Rover acquires off-system capacity, Rover will provide service to Shippers with the off-system capacity pursuant to Rover's open access tariff and subject to Rover's Commission approved rates, as such tariff and rates may change from time to time. For purposes of transactions entered into subject to this Section 27, the "shipper must have title" requirement is waived.

GENERAL TERMS AND CONDITIONS

28. NON-CONFORMING AGREEMENTS

A. Non-Conforming Agreements with Negotiated Rates

1. Rate Schedule FTS

Contract Number	Shipper
10000	Antero Resources Corporation
10001	Ascent Resources – Utica, LLC
10002	Eclipse Resources Corporation
10004	EQT Energy LLC
10005	Gulfport Energy Corporation
10006	Range Resources – Appalachia LLC
10007	Rice Energy Marketing LLC
10008	SWN Energy Services Company, LLC

GENERAL TERMS AND CONDITIONS

29. SEGMENTATION

A Shipper under Rate Schedule FTS may segment its Primary Path into two (2) or more discrete segments for its own use or in connection with a capacity release pursuant to Section 9 of the General Terms and Conditions to the extent such segmentation is operationally feasible. In connection with such segmentation, the Shipper may utilize secondary Point(s) of Receipt or Delivery, including secondary Point(s) upstream and downstream of the Primary Path, so long as the secondary Point(s) are within the Zone(s) for which the Shipper has paid. Operational feasibility is defined by various factors including, but not limited to, availability of capacity at a Point of Receipt or Delivery and direction of flow. If the Shipper's Primary Path is segmented, the sum of the Quantities of Gas nominated at each Point of Receipt or at each Point of Delivery by the Shipper and, if applicable, the Releasing Shipper may exceed the MDQ specified in the Service Agreement so long as the Quantities nominated for transportation in a pipeline segment do not exceed the MDQ applicable to the segment. The Shipper may segment its Primary Path to forwardhaul and backhaul Quantities of Gas to the same Point of Receipt or to the same Point of Delivery. In such a segmented transaction, the Shipper may exceed its MDQ at that Point of Receipt or Point of Delivery and may nominate Quantities of Gas in each segment up to Shipper's MDQ assigned to such segment; provided, however, the Quantities nominated to flow in the opposite direction of the flow of the Primary Path shall be considered to be outside the Shipper's Primary Path.

Part VII
Form of Service Agreements

Rate Schedule FTS	Form of Service Agreement
Rate Schedule ITS	Form of Service Agreement
Rate Schedule GPS	Form of Service Agreement
Capacity Release	Form of Service Agreement

**ROVER PIPELINE LLC ("ROVER")
RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
FORM OF SERVICE AGREEMENT
DATED _____**

CONTRACT NO. _____

1. SHIPPER: _____ (hereinafter called "Shipper")
2. MDQ shall be stated on Exhibit A attached hereto.
3. TERM: Rover shall provide firm transportation service pursuant to this Service Agreement for the term stated on Exhibit A attached hereto.
4. PRESSURE: _____ (include minimum and/or maximum delivery pressure at Points of Receipt or Points of Delivery pursuant to Section 2 of Rate Schedule FTS)
5. Service will be ON BEHALF OF:

_____ Shipper
_____ Other: _____, a _____

This transportation service shall be provided pursuant to Subpart ____ [B or G] of Part 284 of the Federal Energy Regulatory Commission's regulations.

6. SHIPPER'S ADDRESS:

[Shipper's Name and Address for Notices
and Invoices] _____

Attn: _____
Email Address: _____

[Address for Invoice (if different)] _____

Attn: _____
Email Address: _____

7. OTHER PROVISIONS:

- (a) Notifications. Any notice or communication with respect to this Firm Transportation Service Agreement shall be sent to Rover's address posted under the Contact List on Rover's informational postings Website or to Shipper at the address stated above or to such other physical or electronic address as may be designated by written or electronic notice.
- (b) Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either Rover or Shipper upon breach or default by the other will impair any right or

remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed waiver of any other breach or default.

- (c) No Third Party Beneficiaries. This Firm Transportation Service Agreement shall not create any rights in any third parties, and no provision of this Firm Transportation Service Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Rover or Shipper.
- (d) Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, order, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission ("FERC").
- (e) Effect of Tariff. This Firm Transportation Service Agreement shall at all times be subject to all applicable provisions of the Tariff.
- (f) GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS TRANSPORTATION AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.
- (g) Entire Agreement. This Firm Transportation Service Agreement contains the entire agreement between Rover and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Firm Transportation Service Agreement shall be effective unless agreed upon in a written instrument executed by Rover and Shipper which expressly refers to this Firm Transportation Service Agreement.

8. The above-stated Rate Schedule, as revised from time to time, controls this Firm Transportation Service Agreement and is incorporated herein. The attached Exhibits A and B, and C (if applicable), are incorporated by reference and made a part of this Firm Transportation Service Agreement. Shipper shall provide the actual end user purchaser name(s) to Rover if Rover must provide them to the FERC.

Agreed to by:

ROVER PIPELINE LLC

SHIPPER: _____

/s/: _____

/s/: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Contract No. _____
Amendment No. _____

EXHIBIT A
Transportation Agreement
For
Firm Service
Under Rate Schedule FTS
Between
ROVER PIPELINE LLC

and _____

Effective Date: _____
Supersedes Exhibit A dated: _____

Term: _____ (include begin date and end date of the primary term and any applicable effective date)

____ Pursuant to GT&C Section 11.2, Shipper has a contractual right of first refusal to be exercised in accordance with the procedure set forth in GT&C Section 11.2.

Maximum Daily Quantity for each specified period of the Agreement:
Effective from _____ through _____ : _____ Dt.

Agreed to by:

ROVER PIPELINE LLC

SHIPPER: _____

/s/: _____

/s/: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Contract No. _____
Amendment No. _____

EXHIBIT A
Transportation Agreement
For
Firm Service
Under Rate Schedule FTS

PRIMARY RECEIPT POINT(S):

<u>Seq. No.</u>	<u>Point ID</u>	<u>Name/Location</u>	<u>County</u>	<u>State</u>	<u>MDRO</u> <u>(Net of Fuel</u> <u>Reimbursement)</u>
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Effective from: _____ Through: _____

SECONDARY RECEIPT POINT(S):

Shipper shall have secondary Points of Receipt as set forth in Section 2.1 of Rover's Rate Schedule FTS.

Contract No. _____
Amendment No. _____

EXHIBIT A
Transportation Agreement
For
Firm Service
Under Rate Schedule FTS

PRIMARY DELIVERY POINT(S):

<u>Seq. No.</u>	<u>Point ID</u>	<u>Name/Location</u>	<u>County</u>	<u>State</u>	<u>MDDO</u>
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Effective from: _____ Through: _____

SECONDARY DELIVERY POINT(S):

Shipper shall have secondary Points of Delivery as set forth in Section 2.2 of Rover's Rate Schedule FTS.

EXHIBIT B

Reserved for future use

Contract No. _____
Amendment No. _____

EXHIBIT C
Transportation Agreement
For Firm Service
Under Rate Schedule FTS

NEGOTIATED RATE AGREEMENT

This Negotiated Rate Agreement ("Agreement") between Rover Pipeline LLC ("Rover" or "Pipeline") and _____ ("Shipper"), incorporated as an exhibit to Rate Schedule FTS Transportation Agreement No. _____ between Rover and Shipper dated _____ ("Firm Transportation Service Agreement"), sets forth the rates and charges for the natural gas transportation service to be provided by Rover to Shipper under this Firm Transportation Service Agreement ("Negotiated Rates"), subject to the terms and the requirements of the Federal Energy Regulatory Commission ("FERC") pertaining to negotiated rate transactions.

Specification of Negotiated Rate:

Agreed to by:

ROVER PIPELINE LLC

SHIPPER: _____

/s/: _____

/s/: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**ROVER PIPELINE LLC ("ROVER")
RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
FORM OF SERVICE AGREEMENT
DATED _____
CONTRACT NO. _____**

1. SHIPPER: _____ (hereinafter called "Shipper")
2. MDQ shall be stated on Exhibit A attached hereto.
3. TERM: Rover shall provide interruptible transportation service pursuant to this Service Agreement for the term stated on Exhibit A attached hereto.
4. Service will be ON BEHALF OF:

_____ Shipper
_____ Other: _____, a _____

This transportation service shall be provided pursuant to Subpart __ [B or G] of Part 284 of the Federal Energy Regulatory Commission's regulations.

5. SHIPPER'S ADDRESS:

[Shipper's Name and Address for Notices
and Invoices] _____

Attn: _____
Email Address: _____

[Address for Invoice (if different)] _____

Attn: _____
Email Address: _____

6. OTHER PROVISIONS:

- (a) Notifications. Any notice or communication with respect to this Interruptible Transportation Service Agreement shall be sent to Rover's address posted under the Contact List on Rover's informational postings Website or to Shipper at the address stated above or to such other physical or electronic address as may be designated by written or electronic notice.
- (b) Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either Rover or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed waiver of any other breach or default.

- (c) No Third Party Beneficiaries. This Interruptible Transportation Service Agreement shall not create any rights in any third parties, and no provision of this Interruptible Transportation Service Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Rover or Shipper.
- (d) Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, order, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission ("FERC").
- (e) Effect of Tariff. This Interruptible Transportation Service Agreement shall at all times be subject to all applicable provisions of the Tariff.
- (f) GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS TRANSPORTATION AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.
- (g) Entire Agreement. This Interruptible Transportation Service Agreement contains the entire agreement between Rover and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Interruptible Transportation Service Agreement shall be effective unless agreed upon in a written instrument executed by Rover and Shipper which expressly refers to this Interruptible Transportation Service Agreement.

7. The above-stated Rate Schedule, as revised from time to time, controls this Interruptible Transportation Service Agreement and is incorporated herein. The attached Exhibit A is incorporated by reference and made a part of this Interruptible Transportation Service Agreement.

Agreed to by:

ROVER PIPELINE LLC

SHIPPER

/s/: _____

/s/: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Contract No. _____
Amendment No. _____

EXHIBIT A
Transportation Agreement
For
Interruptible Service
Under Rate Schedule ITS
Between
ROVER PIPELINE LLC

and _____

Effective Date: _____
Supersedes Exhibit A dated: _____

Maximum Daily Quantity for each specified period of the Agreement:

Effective from _____ through _____ : _____ Dt.

Agreed to by:

ROVER PIPELINE LLC

SHIPPER: _____

/s/: _____

/s/: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Contract No. _____

Amendment No. _____

EXHIBIT A
Transportation Agreement
For
Interruptible Service
Under Rate Schedule ITS

Interruptible Points of Receipt

<u>Seq. No.</u>	<u>Point ID</u>	<u>Name/Location</u>	<u>County</u>	<u>State</u>
-----------------	-----------------	----------------------	---------------	--------------

Additionally, all Points of Receipt on Rover's Master Receipt Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

Contract No. _____
Amendment No. _____

EXHIBIT A
Transportation Agreement
For
Interruptible Service
Under Rate Schedule ITS

Interruptible Points of Delivery

<u>Seq. No.</u>	<u>Point ID</u>	<u>Name/Location</u>	<u>County</u>	<u>State</u>
-----------------	-----------------	----------------------	---------------	--------------

Additionally, all Points of Delivery on Rover's Master Delivery Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

**ROVER PIPELINE LLC ("ROVER")
RATE SCHEDULE GPS
GAS PARKING SERVICE
FORM OF SERVICE AGREEMENT
DATED _____**

CONTRACT NO. _____

1. SHIPPER: _____ (hereinafter called "Shipper")
2. MDQ: _____
3. TERM: _____ [include begin date and end date].
4. Service will be ON BEHALF OF:

_____ Shipper
_____ Other: _____, a _____

This transportation service shall be provided pursuant to Subpart __ [B or G] of Part 284 of the Federal Energy Regulatory Commission's regulations.

5. SHIPPER'S ADDRESS:

[Shipper's Name and Address for Notices
and Invoices] _____

[Address for Invoice (if different)] _____

Attn: _____

Email Address: _____

Attn: _____

Email Address: _____

6. OTHER PROVISIONS:

- (a) Notifications. Any notice or communication with respect to this Interruptible Transportation Service Agreement shall be sent to Rover's address posted under the Contact List on Rover's informational postings Website or to Shipper at the address stated above or to such other physical or electronic address as may be designated by written or electronic notice.
- (b) Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either Rover or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed waiver of any other breach or default.

- (c) No Third Party Beneficiaries. This Gas Parking Service Agreement shall not create any rights in any third parties, and no provision of this Gas Parking Service Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Rover or Shipper.
- (d) Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, order, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission ("FERC").
- (e) Effect of Tariff. This Gas Parking Service Agreement shall at all times be subject to all applicable provisions of the Tariff.
- (f) GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS GAS PARKING SERVICE AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.
- (g) Entire Agreement. This Gas Parking Service Agreement contains the entire agreement between Rover and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Gas Parking Service Agreement shall be effective unless agreed upon in a written instrument executed by Rover and Shipper which expressly refers to this Gas Parking Service Agreement.

7. The above-stated Rate Schedule, as revised from time to time, controls this Gas Parking Service Agreement and is incorporated herein. The attached Exhibit A is incorporated by reference and made a part of this Gas Parking Service Agreement.

Agreed to by:

ROVER PIPELINE LLC

SHIPPER: _____

/s/: _____

/s/: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Contract No. _____
Amendment No. _____

EXHIBIT A
Agreement
For Gas Parking Service
Under Rate Schedule GPS
Between
ROVER PIPELINE LLC

and _____

Effective Date: _____
Supersedes Exhibit A dated: _____

Effective from _____ through _____ :

Maximum Parked Quantity _____ Dt

Shipper elects for Rover to manage its parking service at the following Pool Point(s):

Pool Point	Pooling Transportation Agreement
_____	_____

Agreed to by:

ROVER PIPELINE LLC

SHIPPER: _____

/s/: _____

/s/: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

CAPACITY RELEASE
FORM OF SERVICE AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT is made effective as of the _____ day of _____,
_____, by and between:

ROVER PIPELINE LLC, (hereinafter called "Rover"), a Delaware Limited Liability Company,
and
(hereinafter called "Replacement Shipper").

In consideration of the mutual covenants and agreements as herein set forth, both Rover and
Replacement Shipper covenant and agree as follows:

ARTICLE 1 - SERVICE

For each occasion that Replacement Shipper obtains capacity from a Releasing Shipper through
Rover's capacity release program, an Addendum in the form of Exhibit A, attached hereto will be made
a part hereof. The specific terms and conditions of each release shall be reflected in each Addendum,
which shall be incorporated and made a part of this Agreement, and which together shall constitute the
terms and conditions of Rover's service for each release.

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above until _____,
when this Agreement shall expire. Service shall commence and remain effective for a term coincidental
for each capacity release term identified in each Addendum.

ARTICLE 3 - GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject to the further provisions of the
applicable Rate Schedule and the General Terms and Conditions of Rover's Tariff, as such may be
modified, supplemented, superseded or replaced generally or as to the service hereunder. Rover
reserves the right from time to time to unilaterally file and to make effective any such changes in the
provisions of the applicable Rate Schedules and the General Terms and Conditions, subject to the
applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate
Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference
incorporated in their entirety into this Agreement and made an integral part hereof.

IN WITNESS WHEREOF, both Rover and Replacement Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so.

REPLACEMENT SHIPPER _____

By: _____

(Please type or print name)

Title: _____

EXECUTED _____,
(Date)

ROVER PIPELINE LLC

By: _____

(Please type or print name)

Title: _____

EXECUTED _____,
(Date)

EXHIBIT A
Capacity Release Agreement No. _____
Addendum No. ____
Capacity Release
Service Agreement
Between
Rover Pipeline LLC
and

Releasing Shipper
Contract No. _____

Releasing Shipper
Rate Schedule _____

Original Releasing
Shipper Contract No. _____

Regulation _____

Replacement Shipper's
Maximum Daily Quantity (Dt) _____

Permanent or Temporary Release _____

Conditions of Recall _____

Term of Release

Begin _____ End _____

Reservation Rate (including applicable surcharges) _____

Other Conditions

EXHIBIT A

Capacity Release Agreement No. _____
Addendum No. _____

CAPACITY RIGHTS
Points of Receipt

<u>Seq. No.</u>	<u>Point ID</u>	<u>Name/Location</u>	<u>County</u>	<u>State</u>	MDRO (Net of Fuel Reimbursement)
-----------------	-----------------	----------------------	---------------	--------------	--

Secondary Points of Receipt

Shipper shall have secondary Points of Receipt as set forth in Section 2.1 of Rover's Rate Schedule FTS, if applicable.

EXHIBIT A

Capacity Release Agreement No. _____

Addendum No. _____

Capacity Release

Points of Delivery

<u>Seq. No.</u>	<u>Point ID</u>	<u>Name/Location</u>	<u>County</u>	<u>State</u>	<u>MDDO</u>
-----------------	-----------------	----------------------	---------------	--------------	-------------

Secondary Points of Delivery

Shipper shall have secondary Points of Delivery as set forth in Section 2.2 of Rover's Rate Schedule FTS, if applicable.

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Original Volume No. 1
Tariff**

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